

**NEW YORK MOTOR VEHICLE NO-FAULT INSURANCE LAW
ADDITIONAL PIP SUBROGATION AGREEMENT**

NAME AND ADDRESS OF INSURER OR SELF-INSURER*
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NAME, ADDRESS, AND PHONE NUMBER OF INSURER'S CLAIMS REPRESENTATIVE*

DATE	POLICYHOLDER	POLICY NUMBER	DATE OF ACCIDENT	CLAIM NUMBER
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NAME AND ADDRESS OF APPLICANT*

DEAR APPLICANT:

Kindly complete and return this agreement at once. Failure to do so may delay payment of your No-Fault Benefits.

SUBROGATION AGREEMENT

TO _____ Company
(NAME OF INSURER)

The undersigned hereby declares that a bodily injury was sustained by:

_____ ON _____
(NAME OF APPLICANT) (DATE OF ACCIDENT)

and a claim for extended economic loss benefits (medical, loss of earnings, other reasonable and necessary expenses and/or a death benefit) is being made under policy number _____ issued to _____

In consideration for benefits paid or payable under the additional personal injury protection endorsement of the foregoing policy, it is agreed that:

1. In accordance with the provisions of the policy, the company is subrogated to the extent of any payment for additional first-party benefits to the rights of the applicant against any person because of bodily injury with respect to which additional personal injury protection benefits are afforded under this policy.
2. The undersigned shall cooperate with the company and upon the company's request, assist in the conduct of suits and in enforcing any company right of subrogation for additional personal injury protection benefits paid against any person who may be liable to the injured person because of bodily injury with respect to which additional personal injury protection benefits are afforded under this policy.
3. The undersigned to or for whom payments are made or the undersigned's legal representative will notify the company in writing prior to institution of any legal proceedings against any person legally responsible for the above described bodily injury and will do whatever is necessary to secure and to do nothing to prejudice the company's subrogation rights.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

I have read the foregoing subrogation agreement, understand its contents and have signed the same as my free act.

SIGNATURE OF APPLICANT

DATE

*LANGUAGE TO BE FILLED IN BY INSURER OR SELF-INSURER.
NYS FORM NF-11 (Rev 1/2004)