

Patients often ask questions about arbitration agreements. The following is designed to assist office staff to deal with such questions. The questions, and suggested answers, are provided as a guideline for interactions with patients and have been developed for office personnel use only, not to be distributed to patients. Patients should be encouraged to seek further explanation from their personal attorneys or published legal material.

Q. What is arbitration?

Q. Do I have a right to my own attorney?

Q. Who are the arbitrators?

Q. Who selects the arbitrators?

A. All of these questions may be answered by responding that arbitration is an alternative form of handling disputes. It only changes the forum in which your dispute will be heard (an arbitration panel or a jury). You would select your own attorney and the doctor would select his attorney. The two sides each select an arbitrator and, together, select a third neutral arbitrator. These three serve as the arbitration panel.

Q. Is arbitration legal in California?

A. Yes. In 1975, the California State Legislature approved the use of arbitration agreements in medical malpractice disputes.

Q. Can I still sue the doctor?

A. Yes. Signing the arbitration agreement only changes the forum in which your dispute will be heard (an arbitration panel or a jury).

Q. Does this mean the doctor has been sued?

A. The arbitration agreement is not related to any legal history of the physician. It is a document that defines an alternative process for resolving any dispute.

Q. Does signing the arbitration agreement take away my right to a jury trial?

A. Yes. You and the doctor are agreeing to waive the right to a jury trial and agree to replace the jury trial with arbitration.

Q. Will the doctor see me if I do not sign the arbitration agreement?

Q. Why are you asking me to sign an arbitration agreement now? I have been a patient for years.

Q. I am only here for a consultation. Do I still need to sign an arbitration agreement?

Q. May I take the arbitration agreement home to review it before I sign?


A. The doctor has asked that all new and continuing patients be offered the arbitration agreement, regardless of the reason for the office visit. We prefer that you complete all paperwork before seeing the doctor. You will be given a copy of the agreement to take home.

The agreement contains a clause that allows you to cancel it within 30 days from the signature date.

Q. Is arbitration only used by physicians and hospitals?

A. No. Arbitration has been utilized in California since the 1930's in a variety of industries, including business, real estate, entertainment, and health insurance companies. Arbitration is also used for disputes between employees and employers.

Q. May I have a copy of the laws referred to in the arbitration agreement?

A. Copies of the laws referenced in the arbitration agreement may be obtained from the public library. They are also on the Internet. Our office does not keep copies of laws. **(Please do not give directly to the patient to read.)** 

This information is not intended to be all-inclusive. If you have a specific patient situation, please contact CAP Risk Management & Patient Safety at (800) 252-7706 for further information.