

Arbitration Agreement Invalidated; It Was Not Explained To The Patient

“The patient was age 53 when he was transferred to Kindred Hospital. He had been diagnosed with multiple sclerosis and bipolar disorder in his twenties. When he signed the arbitration agreement in issue, he had required 24-hour nursing care for the previous 13 years, although he was not cognitively impaired at the time of the signing.” reports the Law Office of Donald D. Vanarelli in their *blog*.

“After he filed a negligence suit regarding pressure ulcers he had developed, the hospital filed a motion to dismiss his complaint and compel arbitration, based on the arbitration agreement the patient had signed. The hospital’s motion was denied, and an appeal was filed. On appeal, the Appellate Division affirmed.”

The appeals court noted “The arbitration agreement was not explained to him; he was only told to sign all the documents. He did so, including the “voluntary” arbitration agreement. Every document was signed within the span of one minute. The arbitration agreement stated that his signature was not a precondition to treatment, and that he could cancel it within 5 days; however, he was not provided a copy of the arbitration agreement.”

Read the article.