

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Sedation Vacation Perioperative Medicine
PLLC
(Applicant)

- and -

Geico Insurance Company
(Respondent)

AAA Case No.	17-23-1287-8409
Applicant's File No.	NF 3731924
Insurer's Claim File No.	0635197760000002
NAIC No.	35882

ARBITRATION AWARD

I, Michael Achtziger, the undersigned arbitrator, designated by the American Arbitration Association pursuant to the Rules for New York State No-Fault Arbitration, adopted pursuant to regulations promulgated by the Superintendent of Insurance, having been duly sworn, and having heard the proofs and allegations of the parties make the following **AWARD**:

Injured Person(s) hereinafter referred to as: EIP

1. Hearing(s) held on 10/11/2023
Declared closed by the arbitrator on 10/11/2023

Andrew Ciccaroni, Esq. from The Law Office of Thomas Tona, PC participated virtually for the Applicant

Kimberly Loescher, Esq. from Geico Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$207.97**, was NOT AMENDED at the oral hearing.
Stipulations WERE NOT made by the parties regarding the issues to be determined.

3. Summary of Issues in Dispute

Did Respondent establish lack of coverage as to the rental vehicle being operated by this 30-year-old female in an accident of 06/04/21 with respect to this claim for anesthesia administered 11/09/21.

4. Findings, Conclusions, and Basis Therefor

This issue has previously been determined by me in 17-22-1236-5512 and 17-22-1260-4243.

In those Awards I noted a copy of a 06/07/21 letter to the assignor from Enterprise Rent A Car noted "Thank you for your recent rental" with respect to date of loss 06/04/21. The issue for determination relates to whether the carrier for the rental coverage is required to provide first party PIP benefits to the assignor who was operating the rental vehicles in New York State.

It should be noted that Respondent has not denied this claim, and that a denial of coverage need not be timely interposed.

In its Position Statement, Respondent correctly noted that insurance coverage of the vehicle being occupied at the time of the loss is primary for No Fault benefits. Respondent noted that a rental vehicle driven in New York must be insured for at least the minimum protection required, and that a private vehicle insurer is only primary when the vehicle being operated is uninsured.

Finally, reference is made to the following claims previously resolved with Enterprise Rent A Car for this assignor:

1. 41-23-1303-3458

2. 41-22-1263-4939

Accordingly, this claim is dismissed without prejudice.

5. Optional imposition of administrative costs on Applicant.
Applicable for arbitration requests filed on and after March 1, 2002.

I do NOT impose the administrative costs of arbitration to the applicant, in the amount established for the current calendar year by the Designated Organization.

6. **I find as follows with regard to the policy issues before me:**

- The policy was not in force on the date of the accident
- The applicant was excluded under policy conditions or exclusions
- The applicant violated policy conditions, resulting in exclusion from coverage
- The applicant was not an "eligible injured person"
- The conditions for MVAIC eligibility were not met
- The injured person was not a "qualified person" (under the MVAIC)
- The applicant's injuries didn't arise out of the "use or operation" of a motor vehicle
- The respondent is not subject to the jurisdiction of the New York No-Fault arbitration forum

Accordingly, the claim is DISMISSED without prejudice

This award is in full settlement of all no-fault benefit claims submitted to this arbitrator.

State of NY
SS :
County of Suffolk

I, Michael Achtziger, do hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

10/19/2023
(Dated)

Michael Achtziger

IMPORTANT NOTICE

This award is payable within 30 calendar days of the date of transmittal of award to parties.

This award is final and binding unless modified or vacated by a master arbitrator. Insurance Department Regulation No. 68 (11 NYCRR 65-4.10) contains time limits and grounds upon which this award may be appealed to a master arbitrator. An appeal to a master arbitrator must be made within 21 days after the mailing of this award. All insurers have copies of the regulation. Applicants may obtain a copy from the Insurance Department.

ELECTRONIC SIGNATURE

Document Name: Final Award Form
Unique Modria Document ID:
ae2d6ebee128e49456603836275843bc

Electronically Signed

Your name: Michael Achtziger
Signed on: 10/19/2023