

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Eclipse Medical Imaging PC  
(Applicant)

- and -

St. Paul Travelers Insurance Co.  
(Respondent)

AAA Case No. 17-23-1309-0119

Applicant's File No. AR23-20641

Insurer's Claim File No. FTY2296-004

NAIC No.

**ARBITRATION AWARD**

I, Cathryn Ann Cohen, 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: Assignor

1. Hearing(s) held on 11/15/2023  
Declared closed by the arbitrator on 11/15/2023

Alek Beynenson, Esq. from The Beynenson Law Firm, PC participated virtually for the Applicant

Helen Mann Ruzhy, Esq. from Law Offices of Tina Newsome-Lee participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$1,728.97**, 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

Applicant seeks \$1,728.97 reimbursement of charges for magnetic resonance imaging ("MRI") performed on June 20, 2022, on the cervical (\$725.77) and lumbar spine (\$1003.20) of Assignor a 20-year-old male operator of an E-Bike involved in a motor vehicle accident on May 19, 2022.

Respondent denied reimbursement for lack of coverage as Assignor is excluded from No-Fault coverage as he was occupying a "motorcycle" at the time of the loss as defined in §123 of the VTL which is required to carry financial security pursuant to Article 6, 8 or 48-A of the VTL.

#### 4. Findings, Conclusions, and Basis Therefor

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I have reviewed the documents contained in the ADR Center record of the case maintained by the AAA as of the date of the hearing.

#### **Coverage defense based on occupying a motorcycle**

Respondent's defense that Assignor is excluded from coverage as he was occupying a motorcycle at the time of the accident is supported by substantial evidence and by law.

#### **Facts**

Assignor appeared for EUO on September 27, 2022, and testified, in pertinent part, that at the time of accident he was operating an e-bike which had the ability to reach speed in excess of 20 m.p.h.

#### **Law**

No-Fault coverage does not apply to personal injury sustained by any person while occupying a motorcycle (*see §5103 Insurance Law Article 51, Comprehensive Motor Vehicle Insurance Reparations* (No-Fault Law)).

Motorcycle is defined in §123 of the VTL as "every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels..." and is required to carry financial security pursuant to Article 6, 8 or 48-A of the VTL. Motorcycle encompasses Class A and Class B Limited Use motorcycles but not Class C. Limited Use Motorcycle is defined in §121-b of the VTL and is classified by speed. A limited use motorcycle having a maximum performance speed of more than thirty miles per hour but not more than forty miles per hour shall be a class A limited use motorcycle. A limited use motorcycle having a maximum performance speed of more than twenty miles per hour but not more than thirty miles per hour shall be a class B limited use motorcycle. A limited use motorcycle having a maximum performance speed of not more than twenty miles per hour shall be a Class C limited use motorcycle. Unlike Class A and Class B Limited Use

Motorcycles, Class C Limited Use Motorcycles are not required to carry financial security, occupants of which would be covered by No-Fault.

According to Assignor's testimony, the e-bike he was operating had the ability to reach a speed in excess of 20 MPH. As such, Assignor was operating a Class B Limited Use Motorcycle at the time of the motor vehicle accident and thus, was excluded from No-Fault coverage as a matter of law.

Respondent's coverage defense is proven. Applicant, who stands in the shoes of Assignor and can have no greater rights than he, is excluded from No-Fault coverage.

Accordingly, Applicant's request for reimbursement is denied.

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 DENIED in its entirety

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

State of NY  
SS :  
County of New York

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

11/27/2023  
(Dated)

Cathryn Ann Cohen

### **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:**  
076ba7f5856235a2fdc06900784c82e1

### **Electronically Signed**

Your name: Cathryn Ann Cohen  
Signed on: 11/27/2023