

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

RadCiti Imaging, P.C.
(Applicant)

- and -

Geico Insurance Company
(Respondent)

AAA Case No.	17-23-1330-0157
Applicant's File No.	3132068
Insurer's Claim File No.	0457722390101052
NAIC No.	22063

ARBITRATION AWARD

I, Anne Malone, 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 06/18/2024
Declared closed by the arbitrator on 06/18/2024

Gary Pustel, Esq. from Israel Purdy, LLP participated virtually for the Applicant

Chad Meyers from Geico Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$3,266.94**, was AMENDED and permitted by the arbitrator at the oral hearing.

The amount claimed was amended by the applicant to \$1,557.17 to conform to the appropriate fee schedule.

Stipulations WERE NOT made by the parties regarding the issues to be determined.

3. Summary of Issues in Dispute

The 62 year old EIP, a motorcycle rider reported involvement in a motor vehicle accident on July 27, 2023; claimed related injury and underwent MRI studies of the thoracic and lumbar spine provided by the applicant on September 13, 2023.

The applicant submitted a claim for these medical services, payment of which was denied by the respondent on the grounds that coverage for this claim is

excluded because "[o]ccupants of a motorcycle are excluded from New York State No-Fault benefits."

The issue to be determined at the hearing is whether the respondent can establish its coverage defense.

4. Findings, Conclusions, and Basis Therefor

This decision is based upon the documents reviewed in the Modria File as well as the arguments made by counsel and/or representative at the arbitration hearing. Only the arguments presented at the hearing are preserved in this decision; all other arguments not presented at the hearing are considered waived.

The EIP was involved in a motor vehicle accident on July 27, 2023 while riding a motorcycle which is excluded from New York State No-Fault benefits.

In instant matter, the respondent established its defense by submitting insurance policy documentation which states in pertinent part:

Exclusions

This coverage does not apply to personal injury sustained by

(e) Any person while occupying a motorcycle;

Other Definitions

When used in reference to this coverage:

(b) motorcycle means a motor vehicle as defined

in section 123 of the New York Vehicle and Traffic

Law and which is required to carry financial security

pursuant to Article 6, 8 or 48-A of the Vehicle and

Traffic Law.

The VTL requires that standard motorcycles carry insurance. In sum, if a motor vehicle has a saddle as the driver's seat, rides on not more than 3 wheels, and has a top speed of more than 20 miles per hour, it will be considered a "motorcycle" under the No-Fault Regulations and the PIP exclusion applies.

The applicant did not submit any evidence to refute the respondent's assertions.

Based on the forgoing, I find that respondent established that the coverage exclusion stated above applies to this claim. for reimbursement.

Accordingly, the claim is dismissed with prejudice.

Any further issues submitted in the record are held to be moot and/or waived insofar as they were not raised at the time of this hearing. This decision is in full disposition of all claims for no-fault benefits presently before this Arbitrator.

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 CT

SS :

County of Fairfield

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

07/17/2024
(Dated)

Anne Malone

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:
dff813b33c4b6affe537211a4c372276

Electronically Signed

Your name: Anne Malone
Signed on: 07/17/2024