

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Spine Sports & Interventional Pain Medicine (Applicant)	AAA Case No.	17-24-1350-4600
- and -	Applicant's File No.	N/A
Omni Insurance Company (Respondent)	Insurer's Claim File No.	202156196
	NAIC No.	39098

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 11/14/2024
Declared closed by the arbitrator on 11/14/2024

Michael Galeno, Esq. from Dino R. DiRienzo Esq. participated virtually for the Applicant

Meir Edri, Esq. from Kelley Kronenbeg Attorneys at Law participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$8,973.31**, 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

The 20 year old EIP, reported involvement in a motor vehicle accident on June 1, 2021; claimed related injury and underwent nine office visits and physical therapy provided by the applicant from August 17, 2022 to April 1, 2024.

The applicant submitted a claim for these medical services, payment of which was denied for a lack of jurisdiction over this out of state respondent which did not provide coverage for the subject vehicle.

The issue to be determined at the hearing is whether the respondent established its jurisdictional 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.

To support its contention that it is not subject to jurisdiction in the State of New York, the respondent submitted an affidavit from Kim Blankenship, Vice President of Operations for the respondent who attested to the facts that Omni is an out of state insurer which is not domiciled in the State of New York, does not maintain an office in the State of New York and is not authorized to transact business in the State of New York and does not write policies for any person who represents that he/she is a New York resident or that his/her vehicle is garaged in New York.

After a review of the evidence submitted, I find that the respondent is not subject to the jurisdiction of this arbitration forum.

The applicant did not submit evidence to rebut the respondent's contention.

Based on the foregoing, the respondent has established its jurisdictional defense for this claim.

Accordingly, the claim is dismissed without prejudice to allow the applicant to refile in the proper forum.

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 DISMISSED without prejudice

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.

11/19/2024

(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:
ed258ff46477221073a0f72c09e06110

Electronically Signed

Your name: Anne Malone
Signed on: 11/19/2024