

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Ace Med Supplies Inc.  
(Applicant)

- and -

Progressive Casualty Insurance Company  
(Respondent)

AAA Case No. 17-24-1347-4726

Applicant's File No. 3154034

Insurer's Claim File No. 223433812

NAIC No. 10243

### 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 11/25/2024  
Declared closed by the arbitrator on 11/25/2024

Ryan Berry, Esq. from Israel Purdy, LLP participated virtually for the Applicant

Amanda Reynolds, Esq. from Brand Glick & Brand, Esqs. participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$620.62**, 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 40 year old EIP reported involvement in a motor vehicle accident on April 14, 2022; claimed related injury and received a VenaFlow system with cuff provided by the applicant on December 14, 2023.

The applicant submitted a claim for this durable medical equipment. The respondent contends that it did not provide New York no-fault coverage for the vehicle involved in this accident on the date of this loss and that the applicant has no standing to bring this action in New York.

**The issue to be determined at this hearing is whether the applicant has standing to**

**bring this action in this forum in New York.**

4. Findings, Conclusions, and Basis Therefor

This hearing was held on Zoom and the 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 respondent contends that New York is not the proper venue for the claim at issue because it involves New Jersey benefits and therefore the arbitration has been filed in the incorrect venue. The applicant argued that New York is the appropriate jurisdiction since the EIP resides in New York, the medical treatment was provided in New York and the respondent conducts business in New York.

The submissions indicate that the EIP was the driver in a vehicle which, according to the submissions, was insured by National Continental Insurance Company under policy no. SNJ 000-6409-399-2 which was issued in New Jersey to a New Jersey resident and provided limited coverage.

Conflicts relating to an insurance policy must be resolved by application of the conflict of law rules relevant to contracts. See Matter of Integon Insurance Co. v Garcia, 281 A.D.2d 480 (2d Dept. 2001). The courts apply the "center of gravity" or "grouping of contacts" inquiry to determine which State has the most significant contacts to the dispute. See Matter of Eagle Insurance Co. v Singletary, 279 A.D.2d 56 (2d Dept. 2000.)

The pertinent facts of the claim at issue are not in dispute. The applicant is seeking first-party no-fault benefits under a New Jersey automobile insurance policy which was written in New Jersey.

After a review of the evidence submitted, I find that this forum is not the proper venue for resolution of this dispute and that the applicant did not have standing to bring this action in New York.

Under these circumstances, the issue of medical necessity is moot.

**Accordingly, the claim is dismissed without prejudice to allow for the action to be brought in the proper venue.**

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.

11/26/2024  
(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:**  
4452b8ea2d25663348bd231ebce2a1fd

**Electronically Signed**

Your name: Anne Malone  
Signed on: 11/26/2024