

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Pivotal Care Physical Therapy PC
(Applicant)

- and -

MVAIC
(Respondent)

AAA Case No. 17-24-1357-9363

Applicant's File No. None

Insurer's Claim File No. 710124

NAIC No. Self-Insured

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 03/19/2025
Declared closed by the arbitrator on 03/19/2025

Hillary Blumenthal, Esq. from Law Offices of Hillary Blumenthal LLC (Hoboken)
participated virtually for the Applicant

Craig Marshall, Esq. from Marshall & Marshall, Esqs. participated virtually for the
Respondent

2. The amount claimed in the Arbitration Request, **\$217.06**, 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 58 year old EIP reported involvement in a motor vehicle accident on November 15, 2023; reported injury and underwent an initial evaluation on November 27, 2023 and physical therapy treatment provided by the applicant on November 27, 2023 and November 29, 2023.

The applicant submitted a claim for these medical services, payment of which was initially delayed pending verification requests for documents and information.

The verification requests included information regarding the notice of intention to make a claim, a copy of the police report, proof that the subject vehicle was uninsured, an NF-2 and household affidavit.

The issue to be determined at this hearing is whether the respondent established its coverage defense.

4. Findings, Conclusions, and Basis Therefor

This hearing was held on Zoom and the decision is based upon the documents reviewed 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.

In response to the verification requests, the applicant submitted an NF-2 which states that the subject accident occurred on Interstate route 80 in New Jersey.

This claim was subsequently denied by the respondent on the grounds that MVAIC did not provide coverage for the subject accident in which the EIP was a passenger in an unknown vehicle involved in an accident in New Jersey. MVAIC only provides coverage for claims involving accidents which occur in New York State.

Based on the foregoing, the respondent has established its coverage defense.

Accordingly, the claim is dismissed without prejudice to allow the applicant to submit this claim to the appropriate respondent.

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.

03/21/2025

(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:

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Electronically Signed

Your name: Anne Malone
Signed on: 03/21/2025