

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Bay Ridge Rx Inc
(Applicant)

- and -

Ocean Harbor Casualty Insurance Company
(Respondent)

AAA Case No. 17-24-1371-4277

Applicant's File No. 191572

Insurer's Claim File No. S3453143

NAIC No. Self-Insured

ARBITRATION AWARD

I, Perry Criscitelli, 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 08/25/2025
Declared closed by the arbitrator on 08/25/2025

Aleksey Selipanov, Esq. from The Law Offices of John Gallagher, PLLC participated virtually for the Applicant

Sarah Rubin, Esq. from Gallo Vitucci Klar, LLP participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$1,244.22**, 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

Does this arbitration forum have jurisdiction to adjudicate Applicant's claim for reimbursement of medical services under a Florida issued insurance policy?

This claim arises from an automobile accident that occurred in Florida on May 20, 2024 involving a New York EIP who is insured by Respondent under a Florida automobile policy. The Applicant provided medical services on August 8, 2024 and Respondent denied payment of the amount in dispute arguing that this is not the correct venue or jurisdiction. Respondent maintains that payment was made pursuant to the Florida fee schedule.

4. Findings, Conclusions, and Basis Therefor

I have reviewed all of the documents in the Electronic Case Folder which is maintained by the American Arbitration Association. This decision is based upon the documents reviewed as well as the arguments made by the parties' representatives at the arbitration hearing.

Relative to this Arbitration, Respondent argues that this forum has no jurisdiction based upon the involvement of a Florida automobile insurance policy and a Florida accident.

The American Arbitration Association is not the appropriate venue to litigate the merits of this claim. As per Florida law and the very terms of the contract at issue, AAA has no jurisdiction to hear the case and it should be dismissed without prejudice to refile in the statutorily mandated forum. The facts surrounding the claim are not in dispute. The Applicant is seeking reimbursement under no-fault benefits pursuant to a Florida automobile insurance policy for treatment under a claim resulting from a motor vehicle accident that occurred in the state of Florida. No-fault lawsuits are contract disputes and, as such, any choice of law analysis for such situations must start with the state where the policy was written. If an action involves the rights and obligations between an insured and an insurer, the law of the state where the policy was written controls. See New Amsterdam Casualty Co. v. Stecker, 3 N.Y.2d 1 (1957).

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 NY
SS :
County of Nassau

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

08/26/2025
(Dated)

Perry Criscitelli

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:
123058b4f277d14f4a963461a2af2871

Electronically Signed

Your name: Perry Criscitelli
Signed on: 08/26/2025