American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Jama 4343 Inc. (Applicant)	AAA Case No.	17-25-1411-8866
	Applicant's File No.	BT25-320222
- and -	Insurer's Claim File No.	V67VZVFL-002
	NAIC No.	Self-Insured
Root Insurance Company (Respondent)		

ARBITRATION AWARD

I, Susan Mandiberg, 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: The Injured Party

1. Hearing(s) held on 04/13/2026
   Declared closed by the arbitrator on 04/13/2026

   Heather Landeros, Esq. from The Tadchiev Law Firm, P.C. participated virtually for the Applicant

   Kaliope Livanos, Esq. from Gallo Vitucci Klar, LLP participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$1,166.68**, 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 57-year-old male Injured Party was involved in the instant motor vehicle accident on 3/1/25. Presently in dispute is billing for DME items (including a trans electric stimulator, massager, infrared lamp, whirlpool and heating pad), dispensed to the Injured Party on 5/5/25 and on 5/27/25, respectively. Respondent denied reimbursement for this billing, alleging misrepresentation in the procurement of the subject insurance policy. Therefore, the issue to be determined is whether Respondent has met its burden of proof to support the allegations of material misrepresentation. No medical necessity or Fee Schedule issues were raised regarding this billing, nor were any policy exhaustion issues interposed.

4. Findings, Conclusions, and Basis Therefor

This case involves billing for DME items dispensed to the Injured Party on 5/5/25 and on 5/27/25, respectively. The billing was generated following a motor vehicle accident that took place on 3/1/25. Respondent denied reimbursement for this billing alleging material misrepresentation in the procurement of the subject insurance policy. The case was decided after due consideration of the arguments of the parties via Zoom and after a thorough review of the submissions and the documents contained in the electronic case folder maintained by the American Arbitration Association, which are incorporated by reference herein

11 N.Y.C.R.R. § 65-4.5 (o) (1) provides, in part: "(o) Evidence. (1) The arbitrator shall be the judge of the relevance and materiality of the evidence offered, and strict conformity to legal rules of evidence shall not be necessary. The arbitrator may question any witness or party and independently raise any issue that the arbitrator deems relevant to making an award that is consistent with the Insurance Law and Department Regulations." Additionally, Master Arbitrator Peter J. Merani, in the case of Sports Medicine & Ortho. Rehab. a/a/o "I.B." v. Country-Wide Ins. Co., AAA Case No. 17-R-991-14272-3, held, in relevant part, that "the Arbitrator below is the trier of facts and must evaluate and weigh the evidence presented at the hearing in arrive at [his/her] decision. The Arbitrator, in weighing the evidence, has broad powers and discretion in determining what evidence is relevant and material. The Arbitrator is in the best position to evaluate the evidence and decide on the credibility of the submitted documents." Furthermore, it is within the province of an arbitrator to determine what evidence to accept or reject and what inferences should be drawn based on the evidence. See: Mott v. State Farm, 55 NY2d 224 (1982).

As discussed at the time of the Hearing, this case is linked to prior cases involving the same Injured Party, for which Respondent raised the same defense as in the instant matter. See: AAA Case # 17-25-1408-2431, AAA Case # 17-25-1417-6413, and AAA Case # 17-25-1410-6937 respectively. More specifically, in AAA Case # 17-25-1408-2431, this Arbitrator held, in relevant part:

"The 57-year-old male Injured Party was involved in the instant motor vehicle accident on 3/1/25. Presently in dispute is billing for a shoulder orthosis dispensed on date of service 5/5/25. Respondent denied reimbursement for this billing, alleging misrepresentation in the procurement of the subject insurance policy…

Relevant Facts:

In this case, Respondent contends that there were material misrepresentations in the procurement of the policy which should negate coverage. In support of this defense, Respondent relies upon the 4/30/25 examination under oath testimony of the Injured Party, in conjunction with an affidavit generated by Thomas J. Bryant, an Underwriting Manager with Respondent, along with other evidence submitted. The affidavit indicates

that if the Injured Party's policy was written for the Injured Party at the address of 303 Cantonment, FL 32533, which was denoted as the primary garaging location. The affidavit further indicates "I was informed that an investigation of this claim arising out of an alleged motor vehicle collision on March 1st 2025, referenced by ROOT claim number V67VZVFL revealed that the insured actually primarily garaged the insured vehicle at 109-30 160th Street, Apartment 4F, Jamaica, New York at the time of policy procurement and at the time of the loss. Had ROOT been aware of this information at the time the Policy for the insured vehicle was procured, ROOT would not have issued the subject Policy to the insured for the insured vehicle as ROOT does not write policies in New York State. The Insured's misrepresentations regarding where the Insured Vehicle would primarily be garaged are material inasmuch as they misrepresented where the Insured Vehicle would be principally garaged."

The following relevant testimony was reviewed and discussed:

Page 7, lines 23 - 25 through page 8, lines 2 - 8 and lines 14 - 17)

Q. And do you have a New York State driver's license?

A. Yes.

Q. And how long have you had a New York State driver's license approximately?

A. Twenty or more years.

Q. And have you ever had a driver's license from any other state?

A. Yes.

Q. Okay. So what state was it and when?

A. I don't know exactly when, but I know I had a Virginia license, and I had a D.C. license.

Q. Okay. And what address do you have listed on your current license?

A. 109-30 160th Street, Jamaica, New York 11433, Apartment 4F.

The Injured Party testified that his address at the time of the EUO was 303 Booth Avenue, Cantonment, Florida (pages 7-8), where he resides with his girlfriend (page 10). With regard to his address (on page 11 through 12) the testimony was as follows:

Q. And would you consider that your full-time address? Like, you live there majority of the time, or is it more, like, you visit there.

A. No, I consider that as my full-time address.

Q. And is that where you keep all of your personal property? Clothes, you know, personal --

A. Yeah, clothes. Clothes, but, I mean, a lot of my personal stuff is with my mother. You know, like I said, I stay there with somebody else.

Q. Okay. And when you go back and forth, for example, how do you get from Florida to New York?

A. Sometime I drive. Sometime I fly.

Q. And do you have EZPass?

A. No, I usually rent a car. I use the EZPass.

Q. And do you have -- did you file taxes in 2024?

A. No, I didn't.

Q. Okay. And when you are in New York, where do you reside?

A. With my mother. Sometime I stay at my daughter's house or a hotel or something.

Q. Okay. The address that's on your license, 109 --

A. Yeah, that's my mailing address. That's my mother's address, yes.

Q. Okay. So is that where you receive all of your mail, like, important documents?

A. Yes.

Q. And you said you mostly keep your personal property there.

A. Yeah, I mean, yeah.· Like, I mean, you know, like personal. Yeah, like, my Social Security card, stuff like that. Yeah, stuff like that there.

Q. Okay. And do you have any bank accounts or credit cards?

A Yes, I do.

Q. And which address do you link them up to?

A. New York address.

Q. Your mother's address?

A. Yes, ma'am.

Q. Okay. And how would you say you split your time between Florida and, let's say, New York?

A. See, my mom ain't been doing so good lately, so I've been in New York a lot. So, you know, I get -- so give or take probably -- let me see. I'm probably here much -- I'm going to say, yeah, out of a month, I'm probably here, at least, 20 days out of the month. I could say something like that.

Q. Okay. And so how long has that been -- that schedule been going on for?

A. Since Thanksgiving. Since I really realized my mom wasn't doing so good.

The policy vehicles were discussed on page 17 as follows:

Q. And what kind of -- which vehicles do you have listed on your insurance policy?

A. I got a -- what was it? An X7. A BMW X7, 2021. A 2013 M5 and a '21 7 Series BMW. Well, you know, that's total, yeah.

Q. Okay. So you have three BMWs on your policy?

A. No, actually -- oh, right now at this moment? No, at the moment -- at the time of the accident I had, yeah, three BMWs, yes.

Q. Okay. And which car was involved in this loss?

A. The 2021 BMW 7.

Q. So is that an SUV or a sedan?

A. Sedan.

Q. And is that your car, or does somebody else drive that car?

A. No, that's my car.

Q. And the other cars on the policy, do you still have them, or they've since been removed, or...

A. Yeah, and I'm in a process of selling the BMWs. One of them I still have. I still have the 2013.

Q. Okay. So which car is your main car that you personally drive?

A. When I can -- I mean, it was the 7 Series. That's my main car. The one that was in the accident.

Regarding the purchase of the BMW 7 series and the location it was garaged, the testimony on pages 19-20 was as follows:

Q. Okay. So since you purchased the BMW, the X7, have you ever driven it to Florida, or you keep it up in New York?

A. No, X7 it usually stay in Florida.

Q. Okay. So you're saying you purchased it, right, in Connecticut?

A. You're talking about the car that was hit? What are you talking about? My momma car? What are you talking about?

Q. The car that was in this accident, right. You said it was X7.

A. Yeah, 7 Series, yeah.

Q. 7 Series? Sorry, sorry. The 7 series, yes. Yeah. Okay. So where did you keep this -- like, did you ever take the 7 Series to Florida, or do you keep it in New York?

A. No, it was in Florida. I had it in Florida for about -- like, I tell you, I drove up for Florida at - for Thanksgiving in that car.

Q. Okay. So I mean, when you purchased it in Connecticut, did you drive it to Florida after that?

A. Yeah, I drove it to Florida. I put insurance on the car, and I drove it.

Q. Okay. And you're saying you never -- it stayed in Florida up until you came back for Thanksgiving.

A. Yeah.

Q. And then since Thanksgiving it -- you've been here with the car ever since, and then the accident occurred.

A. No. I went back -- yeah, the car has been here, but, yeah, I went back. I flew back, like, two or three times since then, yeah.

Q. Okay. And did -- when the car was in Florida, did anybody else drive it?

A. No. No way, no.

Pages 21 through 22 of the transcript concerned the other vehicle on the Injured Party's policy, a BMW M5 in which his son was involved in a separate accident. The testimony was as follows:

Q. And do you have any cars on your insurance policy that you keep in New York?

A. No.

Q. And then I know that you're -- one of - another vehicle that was on your insurance policy was involved in a prior loss, the BMW M5.

A. Yes.

Q. Okay.· So where -- who drives that car?

A. No, just so it happens, we was going -- I was going to service my 7 Series. Like, my son -- matter of fact, my son was driving it when it got in the accident, when he got rear-ended by a tow truck.

Q. Okay.· So --

A. But I wasn't in the car with him, but I was in the car right next to him. You know, like, it's crazy, yeah.

Q. Okay. So the other BMWs on your policy, where did you -- like, when they weren't -- like, where did you keep them?

A. What do you mean, where I keep it?

Q. Like, where were they kept? Like, were they in Florida with you, or were they in other places or...

A. No, in Florida. They usually stay in Florida.

This latter portion of the testimony was contradicted by testimony from the Injured Party's son, whose EUO transcript of 3/10/25 was submitted into evidence. The testimony was with regard to the aforementioned accident and, in relevant part, noted (on page 17 through 20)

Q. Do you have a car?

A. Yes. Yes.

Q. Okay. What kind of car do you have?

A. I have a BMW M5.

Q. The car that was involved in the accident?

A. Yes.

Q. And what color is it?

A. White.

Q. And when did you get the car?

A. Like, five years ago.

Q. And did you buy it or was it given to you by somebody else?

A. I -- I bought it.

… Q. And it's a BMW. What's the make, like, what's the model?

A. Model it's a M5.

…Q. And is the car registered in your name or someone else's?

A. Registered in my father's name.

Q. And what's your father's name?

A. [The Injured Party herein]

Q. And what was the car -- what did you use the car for? Like, was there a specific reason you needed it or?

A. What did I use the car for?· It was my daily driven car.

Q. So would you drive it on a daily basis?

A. Yes.

Q. So up until -- so from the time you purchased it up until the accident, you would drive it on a daily basis?

A. Yes.

Q. And when you weren't driving it, where would you park it?

A. I would park it in my grandmother's yard.

Q. In your house in Jamaica?

A. Yes.

Q. And did you pay for the car, or did somebody else pay for the car or?

A. I bought it off a guy from Facebook Market.· And so I paid --

…Q. And what about the insurance, which insurance did you use?

A. Insurance, I'm using you guys, but I'm going through my pop's, so I gotta pay him.

Q. Okay. Did you take out the insurance policy?

A. Did I take out the insurance? No.

Q. Okay. So who took out the insurance policy?

A. My father.

Q. Do you know when he took out the policy?

A. No.

Q. And did you ask him to do that?

A. No.

Q. Is there a reason he took out the insurance policy on your car?

A. Name, he can do whatever he wants to do.

Q. What?

A. It's in his name, he could do whatever he wants to do.

Q. Okay. So it's in your father's name, but it's for you to drive?

A. Yes.

Additionally, the Injured Party's son testified (on page 20)

Q. And does anybody else besides you drive the car?

A. No.

Q. And where does your father reside?

A. Huh?

Q. Your father, where does he live?

A. In Florida.

Q. Do you know his address?

A. No, not by heart.

Q. Have you ever visited him in Florida?

A. Yes, multiple times.

As discussed at the time of the Hearing, Respondent has also submitted vehicle sighting reports into evidence denoting sightings in New York of the Injured Party's vehicle. In sum, based upon Respondent's investigation and review of above-cited EUO testimony, combined with the vehicle location reports, Respondent determined that there was material misrepresentation in the procurement of this policy and denied reimbursement for the instant billing. Moreover, based upon Respondent's investigation and review of all relevant documents, Respondent determined that it would not have issued the policy at the same premium rate had Respondent been advised where the insured vehicle would be garaged. As such, Respondent contends that there were material misrepresentations/omissions in the insurance application and/or regarding the location where the insured vehicle would be primarily garaged/parked.

Relevant Law:

The crux of this matter is the issue of coverage. As such, I note that an applicant for benefits under No-Fault does not need to prove coverage as part of its prima facie case. See: Amaze Med. Supply Inc. v. Lumbermen's Mut. Cas. Co., 10 Misc.3d 127(A), 2005 NY Slip Op 51898(U) (App Term, 2nd & 11th Jud Dists 2005); Contemp. Med. Diag. & Treatment, P.C. v. GEICO., 6 Misc. 3d 137(A), 2005 NY Slip Op 50254(U) (App Term, 2nd & 11th Jud Dists. 2005); Triboro Chiropractic & Acupuncture v. Electric Ins. Co., 2 Misc.3d 35(A), 2004 NY Slip Op 50215(U) (App Term, 2nd & 11th Jud Dists. 2004). Instead, an applicant's prima facie case establishes a presumption of coverage. See also: A.B. Med. Servs. PLLC v. State Farm Mut. Auto. Ins. Co., 7 Misc.3d 822, 825 (Civ Ct. Kings Co., 2005). In addition, it is Respondent's burden to come forward with proof in admissible form to establish "the fact" or evidentiary foundation for its belief that there is no coverage. See: Mount Sinai Hosp. v. Triboro Coach, 263 A.D. 11 (2d Dept. 1999), quoting Central Gen. Hosp. v. Chubb Group of Ins. Cos., 90 N.Y.2d at 199. See also: Hospital for Joint Diseases v. Hertz Corp., 9 A.D.3d 392 (2nd Dept 2004); St. Luke's Roosevelt Hosp. v. Roosevelt Hosp. v. Allstate Ins. Co., 303 A.D.2d 743, 744 (2nd Dept. 2003). An insurer's "founded belief" cannot be based upon "unsubstantiated hypotheses and suppositions." A.B. Med. Services PLLC v. Eagle Ins. Co., 3 Misc.3d 8, 9 (App Term 2nd Dept 2003); Amstel Chiropractic P.C. v. Oni Indem. Co., 2 Misc. 3d 129 (A), 2004 NY Slip Op 50088 (U) (App Term 2nd & 11th Jud Dists), and must be established by a preponderance of the evidence. V.S. Med. Servs., P.C. v. Allstate Ins. Co., 25 Misc.3d 39, 2009 NY Slip Op 29310 (App Term 2nd Dept. 2009). Often, such a "founded belief" may be established by circumstantial evidence. See: State Farm Mut. Auto. Ins. Co. v. Laguerre, 305 A.D.2d 490, 491 (2nd Dept. 2003); A.B. Med. Services PLLC v. State Farm Mut. Auto. Ins. Co., 4 Misc.3d 83, 84-85 (App Term 9th & 10th Jud Dists 2004); National Grange Mut. Ins. Co. v. Vitebskaya, 1 Misc. 3d 774, 775-777, 766 N.Y.S.2d 320 (Sup. Ct. Kings Co., 2003).

An insurer's assertion that the subject insurance policy was obtained by fraud and/or material misrepresentations is a permissible affirmative defense that, if proved, forecloses any recovery by the insured or a health care provider who accepts an assignment of the insured's No-Fault benefits. Golden Age Medical Supply, Inc. v. Clarendon National Ins. Co., 29 Misc.3d 136(A), 918 N.Y.S.2d 397 (Table), 2010 N.Y. Slip Op. 52010(U)(App. Term, 2nd Dept, 2nd, 11th & 13th Dists., Nov. 19, 2010). Indeed, an assignee stands in the shoes of an assignor and thus acquires no greater rights than those of its assignor. East Acupuncture, P.C. v. Allstate Ins. Co., 61 A.D.3d 202, 211, 873 N.Y.S.2d 335, 342 (2nd Dept. 2009) (citing Matter of International Ribbon Mills, 36 N.Y.2d 121, 126; Long Island Radiology v. Allstate Ins. Co., 36 AD3d 763, 765; TPZ Corp. v. Dabbs, 25 AD3d 787, 789).

In this case, I find that, on balance, the evidence presented is sufficient to uphold Respondent's defense of fraudulent procurement of the policy. Although Applicant's counsel argues that the evidence to support this defense is lacking, I must respectfully disagree. The evidence in this case demonstrates that the Injured Party had a license issued in the State of NY; kept all important documents, including credit card statements and bank account statements in the state of NY; and that all of his vehicles were garaged in Florida. However, the Injured Party's son testified under oath that he, not his father, owned one of the BMW vehicles that the Injured Party insured with Respondent, and that the vehicle was kept in NY, rather than Florida, in contradiction to the Injured Party's testimony. In sum, I find that there is sufficient circumstantial evidence, at minimum, to uphold Respondent's defense raised herein. Indeed, an insurer may preclude coverage based on material misrepresentation in the presentation of a claim. See: A.B. Medical Services, P.L.L.C. v. Commercial Mut. Ins. Co., 12 Misc.3d 8, 820 N.Y.S.2d 378 (App. Term 2nd & 11th Dists. 2006). A health care provider that obtains an assignment of the insured's No-Fault benefits is not deemed an "innocent third party" and is subject to the same defenses as the assignor-insured. Furthermore, the defense of fraudulent procurement of an automobile insurance policy is non-waivable. Id. While a motor vehicle insurance policy may not be retroactively revoked even where the insured made material misrepresentations in its procurement, an insurer may still defend a claim by asserting that those misrepresentations preclude recovery by the insured where that misrepresentation has been proven to be "material." Matter of Ins. Co. of North America v. Kaplun, 272 A.D.2d 293 (2nd Dept. 2000). According to Insurance Law Sec. 3105(b), a misrepresentation is "material" when "knowledge by the insurer of the facts misrepresented would have led to a refusal by the insurer to make such contract." I find that Respondent has met this burden herein.

Conclusion:

Based upon the foregoing, for the reasons set forth herein, and after careful review of the totality of the credible evidence, I find that Respondent has established by a preponderance of the credible evidence that there was no coverage for this loss. Moreover, coverage cannot be created where none would otherwise exist. See: Handelsman v. Sea Ins. Co., 85 N.Y.2d 96; Zappone v. Home Ins. Co., 55 N.Y.2d 131; Matter of Worcester Ins. Co. v. Bettenhauser, 260 A.D.2d 488. I find that Respondent's defense should be sustained. Herein, Respondent has established its defense that there

were material misrepresentations made in the procurement of this policy, thereby negating coverage, pursuant to the terms of the insurance policy. Respondent has established that there were misrepresentations regarding where the location where the insured vehicle would be parked/garaged, for the purpose of seeking a lower rate of insurance premium. Moreover, it is determined that Respondent has established that if it had been aware of this information at the time the policy was being applied for, Respondent would not have issued the subject policy under the terms and conditions of the contract to the insured.

Accordingly, this claim is denied in its entirety."

The doctrine of collateral estoppel, or issue preclusion, is a corollary to the doctrine of res judicata and bars the re-litigating of an issue which was actually and necessarily previously decided in a prior proceeding. Koch v. Consolidated Edison Co., 62 NY2d 548, 554 (1984); Kaufman v Eli Lilly & Co., 65 NY2d 449, 456 (1985). See: Ryan v. New York Tel. Co., 62 NY2d 494, 500-01 (1984). The issue must have been essential to the decision rendered in the first action and must be the point to be decided in the second action such that "a different judgment in the second would destroy or impair rights or interests established in the first." Ryan, supra at 501, citing Schuykill Fuel Corp. v. Nieberg Realty Corp., 250 NY 304, 307 (1929). The above-cited prior Award involved the identical issue of coverage/misrepresentation, as Respondent interposes herein. Therefore, I find that the doctrine of collateral estoppel is applicable to the billing presently in dispute. According to Black's Law Dictionary, sixth ed., 1990, the doctrine of collateral estoppel is defined as follows: "Prior judgment between the same parties on different cause of action is an estoppel as to those matters in issue or points controverted, on determination of which finding or verdict was rendered" (Citation omitted). Furthermore, the doctrine of collateral estoppel precludes a party from re-litigating in a subsequent action or proceeding, an issue that was raised in a prior action or proceeding and decided against that party, whether or not the tribunals or causes of action are the same. See: Ryan v. New York Telephone, infra. To invoke the doctrine of collateral estoppel, there must be an identity of issues which were decided in the prior action (and which is decisive in the present action) and there must have been a full and fair opportunity to contest the decision now said to be controlling. See: Gilberg v. Barbieri, 441 N.Y.S.2d 49. In addition, the Court of Appeals has held that the doctrine of collateral estoppel "is applicable to issues resolved by earlier arbitration." See: Rembrandt Industries v. Hodges International, 38 N.Y.2d 592, 381 N.Y.S.2d 383. Furthermore, it is within the Arbitrator's authority to determine the preclusive effect of a prior arbitration. See: Matter of Falzone v. New York Cent. Mut. Fire Ins. Co., 64 A.D.3d 1149, 881 N.Y.S.2d 769 (4th Dept. 2009).

In the instant matter, the same issue regarding the purported lack of coverage was decided in the abovementioned Arbitration Award(s). In addition, it has been held that the doctrines of res judicata and collateral estoppel apply to Arbitration Awards, "including those rendered in disputes over no-fault benefits, and will bar re-litigation of the same claim or issue". Furthermore, the court held that "a judgment in one action is conclusive in a later one…when the two causes of action have such measure of identity that a different judgment in the second would destroy or impair rights or interests established by the first…"See: Matter of Ranni, 58 N.Y.2d 715, 458 N.Y.S.2d 910

(1982); Monroe v. Providence Washington Ins. Co., 126 A.D.2d 929, 511, N.Y.S.2d 449 (3rd Dept. 1987).

Irrespective of the foregoing, even if, arguendo, the prior Award(s) were not considered, this Arbitrator again reviewed the substantive evidence submitted by Respondent in support of its defense, including the Examination Under Oath transcript of the Injured Party. As discerned at the time of the Hearing, there is no substantially different evidence presented in the instant matter to support the defense interposed. Further, an insurer may assert a lack of coverage defense premised on the fact or founded belief that the automobile policy was void ab initio for fraudulent misrepresentations. Acupuncture Work, P.C. v. Infinity Ins. Co., 60 Misc.3d 1215(A), 2018 N.Y. Slip Op. 51109(U) (Civ. Ct. Bronx Co., Armando Montano, J., July 12, 2018). Moreover, as noted above, coverage cannot be created where none would otherwise exist. See: Handelsman v. Sea Ins. Co., 85 N.Y.2d 96; Zappone v. Home Ins. Co., 55 N.Y.2d 131; Matter of Worcester Ins. Co. v. Bettenhauser, 260 A.D.2d 488. Thus, based upon careful review of the evidence submitted, that Respondent has adequately supported its defense in this case.

Conclusion:

Based upon the foregoing, after careful review of the totality of the credible evidence, and for the reasons set forth herein, it is determined that Respondent's misrepresentation defense has been credibly established. As a result, Respondent's denials are sustained.

Accordingly, this claim is denied in its entirety.

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 NY
SS :
County of Nassau

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

04/15/2026
(Dated)

Susan Mandiberg

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:
bd7cab33a3f457fd2710cd4c472b48e2

Electronically Signed

Your name: Susan Mandiberg
Signed on: 04/15/2026