

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Neshuma Medical Supplies Corp.
(Applicant)

- and -

Integon General Insurance Corporation
(Respondent)

AAA Case No. 17-25-1435-6366

Applicant's File No. MB-99625

Insurer's Claim File No. 250593236-003

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 05/27/2026
Declared closed by the arbitrator on 05/27/2026

Mark Bratkovsky, Esq. from Law Offices of Mark Bratkovsky, P.C. participated virtually for the Applicant

Meghan McDonough, Esq. from Law Offices Of Richard Schoenberg participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$1,638.94**, 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 25 year old EIP, reported involvement in a motor vehicle accident on July 22, 2025; claimed related injury and received cervical pillow and collar, mattress, LSU cushion and bed board provided by the applicant on August 28, 2025.

The applicant submitted a claim for this durable medical equipment (DME), payment of which was denied by the respondent based on a material misrepresentation when the policy was issued.

The issue to be determined at the hearing is whether the respondent established that the denial is proper based on a material misrepresentation at the time that the policy was issued.

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.

This claim involves a New York accident involving a policy issued in Virginia to a person other than the owner of the vehicle involved in the subject accident son who claimed to be a resident at a time that he/she resided in New York for a vehicle which was garaged in New York.

The NF 10 states in pertinent part:

We respectfully deny coverage for any and all claims that may arise out of this automobile accident. Our investigation has established that [the assignor], the named insured failed to disclose the correct garaging location for the vehicle(s) listed on the policy. This is considered to be material misrepresentation. Please be advised that due to the material the misrepresentation made by [the assignor.] The Named Insured, under automobile policy number 2025287880 issued by Integon General Insurance Corporation, the policy has been rescinded back to policy inception and thus declared void. The impact of this is that It is as if there was never a policy in force. As a result of the fact that no policy was in force, no coverage exists and therefore all claims are hereby denied. If you have any questions regarding the above claim or investigation.

To support this defense, the respondent submitted the transcript of the EUO testimony of the assignor who testified that she did ever not live in Virginia but that her husband lived in Virginia for just a few months in order to take out insurance for the vehicle which was involved in the subject accident. See p.13 ll.14-22.

She further testified that she did not have a driver's license and that she lived in Brooklyn, New York. In addition, she never drove the subject vehicle, but she was a passenger in the vehicle operated by her husband at the time of the subject accident. See p.14 ll. 21 to p.15 ll.16.

In addition, the transcript of her husband's EUO testimony was submitted. He testified that he never parked/kept the subject vehicle in Virginia and that he used his cousin's address in Norfolk, Va. for a few months just to register the subject vehicle in that state. He also testified that he only ever had a New York

driver's license and that the subject vehicle was never in Virginia. See p. 16 ll.10 - to p.24 ll.6.

The EUO testimony of both the assignor and her husband is sufficient to establish a material misrepresentation in the procurement of the policy which might have provided coverage for the subject vehicle on the date of this loss.

Based on the foregoing, the respondent has established that the applicant is not entitled to reimbursement for the claim at issue.

Accordingly, the claim is dismissed with prejudice.

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 DENIED in its entirety

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.

06/25/2026
(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:
a278fd5b542f581c3954346bba679eda

Electronically Signed

Your name: Anne Malone
Signed on: 06/25/2026