American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

LR Medical PLLC (Applicant)	AAA Case No.	17-25-1417-7677
	Applicant's File No.	00154401
- and -	Insurer's Claim File No.	24343785055
	NAIC No.	11410
Progressive Casualty Insurance Company (Respondent)		

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 06/15/2026
   Declared closed by the arbitrator on 06/15/2026

   Mikhael Guseynov, Esq. from Drachman Katz, LLP participated virtually for the Applicant

   Johnny Ko, Esq. from McCormack, Mattei & Holler participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$626.74**, 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 48 year old EIP reported involvement in a motor vehicle accident on November 9, 2024; claimed related injury and underwent an office visit, neuro psychological testing and eye exam and testing provided by the applicant January 2, 2025.

   The applicant submitted a claim for these medical services, payment of which was denied by the respondent based on a material misrepresentation when the policy was issued and on the grounds that the services at issue were rendered more than 45 days prior to submission of the bills. the applicant will be awarded interest in the amount of $162.72, attorneys fees of $142.54 in disposition of this claim calculated from 30 days after each bill was received and filing fees and the remainder of the claim is dismissed with prejudice.

The respondent also asserted a fee schedule defense.

The issues to be determined at the hearing are:

Whether the respondent established that the denial is proper based on a material misrepresentation at the time that the policy was issued.

Whether the respondent established its 45 day defense.

Whether the respondent established its fee schedule defense.

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.

<u>Material Misrepresentation</u>

To support this defense, the respondent submitted an SIU affidavit from Brandon Acikbaht, an Insurance Litigation Representative employed by Progressive who was employed by Progressive and was responsible for managing the investigating claims seeking no fault benefits.

Mr. Acikbaht attested to the following:

> Subsequent to receipt of the submitted billing, Progressive initiated an investigation into the No-Fault claims made under the policy of the assignor, concerning the alleged loss of November 9, 2024, to further address the concerns raised by Progressive's review of the claim.
>
> Progressive's investigation into said claim revealed that the Assignor misrepresented that she resided and primarily kept the insured 2023 Honda HRV 4 Door Wagon (hereinafter the

"Progressive Vehicle"), in New Jersey.

On October 18, 2024, Progressive issued an insurance policy to the assignor, for a 2023 Honda HR-V 4 Door Wagon (hereinafter the "Progressive Vehicle") under Policy Number: 988287520.

Within the assignor's application for the subjected policy, she represented the policy/garaging address for the Progressive vehicle as being located at 15 Riveredge Trailer Court, Hackettstown, New Jersey 07840.

On November 9, 2024, the assignor was driving the Progressive Vehicle, in Hampton Bays, New York, when it was involved in a collision with another vehicle.

Progressive conducted Accurint database searches, which revealed the assignor's association to multiple New York addresses - 2704 Ocean Ave., Brooklyn, New York 11229.

The subject file was transferred to Progressive's Special Investigation Unit ("SIU") for further investigation. Upon

The assignor's submitted Application for Motor Vehicle No-Fault Benefits ("NF-2"), 2404 Ocean Ave., Apt. 5B, Brooklyn, New York 11229 is cited as her personal address.

Progressive conducted a Vehicle Sightings Report, which showed the Progressive Vehicle being operated solely in and around New York. In fact, there were no hits to the New Jersey policy address.

Furthermore, all the assignor's submitted medical billing lists her address as 2704 Ocean Ave., Brooklyn, New York. In fact, the assignor is being treated by New York providers.

On November 14, 2024, Progressive secured a recorded statement of the assignor. Therein, the assignor stated she had been living at the policy address, 15 Riveredge Trailer Ct., Hackettstown, New Jersey, for about one (1) month, with a relative by the name of [A]. The assignor was asked for [A's] last name, but she stated she could not remember, and [A]was a distant relative. The assignor confirmed she paid about $150 - $250 per month in rent, and confirmed the electricity bill was in her name. Prior to the policy address, the assignor lived at 2704 Ocean Ave., Brooklyn, New York, and her friend, [A], still lived there.

The assignor stated that she was employed as a home attendant and worked out of Brooklyn, New York five (5) days a week.

When asked how she traveled to and from Brooklyn, New York, she stated she only went to the policy address mid-week, because she had not moved to New Jersey yet, and was slowly moving.

The affidavit also discussed several other people who claimed to reside at the New Jersey address.

In order to render a coverage decision, Progressive arranged for and duly requested an Examination Under Oath ("EUO") of the assignor. The first EUO was scheduled for January 16, 2025, per the request of the assignor's attorney. On January 14, 2025, the assignor's attorney stated they would need to cancel the EUO.

The second EUO was scheduled for February 7, 2024, but the assignor, nor her attorney, showed for the EUO. The third EUO was scheduled for February 21, 2025, but again, neither the assignor nor her attorney, showed for this date.

In furtherance of the investigation, Progressive requested additional documents to address the residency/garaging investigation. Such documentation included: bank statements, EZ Pass records, utility bills, vehicle service records, a lease agreement, and a driver's license. Ultimately, Progressive's requests were disregarded, as the requested documentation was never received.

All of the foregoing evidence suggests that the assignor garages the Progressive vehicle in New York State.

Accordingly, the requisite notices were sent and the claim was denied for garaging misrepresentation and non-cooperation on March 4, 2025.

As a result of the material misrepresentation, Progressive is entitled to void coverage.

Based on the foregoing, I find that the respondent has established its coverage defense of material misrepresentation.

Under these circumstances, the 45 day and fee schedule issues are moot.

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.

07/09/2026
(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:
34713b1c16db2c8fe37c287f19eff5c8

Electronically Signed

Your name: Anne Malone
Signed on: 07/09/2026