American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Prompt Medical Spine Care PLLC (Applicant)	AAA Case No.	17-25-1421-1506
	Applicant's File No.	3558495
- and -	Insurer's Claim File No.	248021646
	NAIC No.	
Avis Budget Group (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 06/26/2026
   Declared closed by the arbitrator on 06/26/2026

   Stacy Mandel Kaplan, Esq. from Israel Purdy, LLP participated virtually for the Applicant

   Lisa Todd from Avis Budget Group participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$452.10**, 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 24 year old EIP reported involvement in a motor vehicle accident on May 1, 2024 ; claimed related injury and underwent an initial consultation on April 11, 2025 and May 23, 2025 provided by the applicant.

   The applicant submitted a claim for these medical services. The respondent contends that it did not provide New York no-fault coverage for the EIP or the vehicle involved in the subject accident on the date of this loss.

   The issue to be determined at this hearing is whether the respondent provided no fault coverage for the subject accident.

4. Findings, Conclusions, and Basis Therefor

This hearing was held on Zoom and the 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.

The respondent contends that it did not provide coverage for the EIP, the vehicle allegedly involved in the subject accident.

To support this contention, the respondent provided a letter from Ivanna Chiow, a PIP Claim Representative employed by Sedgwick Claims Management Services on the Avis Budget Group account. Ms. Chiow advised that the claim at issue was filed against Sedgwick CMS in error and that Avis Budget Group did not provide PIP coverage for the subject accident.

In addition, the letter indicated that an ISO search determined that this claim likely belonged to another Sedgwick account and provided information related to that account.

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

Accordingly, the claim is dismissed without prejudice to allow the applicant to bring this action against the correct party.

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.

07/15/2026
(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:
d8e40b88ebf005b7795143f13d01e649

Electronically Signed

Your name: Anne Malone
Signed on: 07/15/2026