

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

River Park Acupuncture PC
(Applicant)

- and -

Allstate Property and Casualty Insurance
Company
(Respondent)

AAA Case No. 17-25-1418-5903

Applicant's File No. FL25-73007

Insurer's Claim File No. 0768234460

NAIC No. 17230

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: assignor

1. Hearing(s) held on 08/21/2026
Declared closed by the arbitrator on 08/21/2026

Nancy Orlowski, Esq. from Field Law Group P.C. participated virtually for the Applicant

Moshe Cohen Benguigui, Esq. from Law Offices Of Richard Schoenberg participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$631.04**, 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 34 year old assignor reported involvement in a motor vehicle accident on September 7, 2024; claimed related injury and underwent acupuncture treatment provided by the applicant from September 24, 2024 to December 9, 2024.

The applicant submitted a claim for these medical services, payment of which was timely 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 for a person who claimed to be a resident at a time that he resided in New York for a vehicle which was garaged in New York.

The NF 10 states in pertinent part:

All claims for no-fault benefits are denied based on the investigation

conducted by Allstate surrounding the subject motor vehicle accident

on September 7, 2024 and testimony given by [the assignor] his

Examination Under Oath conducted on October 18, 2024,

demonstrating that there was material misrepresentation in the

procurement of the insurance policy.

According to the Declaration Page for the policy of insurance issued to the assignor who resided at 3211 Chamberlayne Ave. Apt 316, Richmond, VA 23227-4816 on August 6, 2024. The policy period began on September 7, 2024 through March 7, 2025. The subject accident occurred on September 7, 2024.

The assignor testified at an EUO on October 18, 2024 at which time he stated that he resided at 398 East 152nd Street, Bronx, NY 10455 and had lived in New York since 2023.

Q. Your current residence -- is that 398 East 152nd Street?

A. You didn't say the whole thing.

Can I say it? Yes. Go ahead, and give the full address.

A. Okay. You said it. But you didn't finish -- that it was in the Bronx,

New York 10455. So, that is why I was saying -- Can I say it?

Q. Okay. That is your address. That is the location.

A. Yes. That is it, yes. 1 3

Q. Is this a private residence, an apartment building, or something else?

A. It's an apartment building.

Q. Are you in Apartment 4B?

A. Yes. 1 8 Q. At this residence, how long have you lived there?

A. Like permanent living -- I am living here right now. It's like two years and a half I be coming in and out -- because I have family living there -- like right now, I am definitely there -- like right now, I am there living two and half 2 years completely.

Q. So, you yourself is two and half years. But other family have been there for about three and a half years?

No. I didn't mention that. I said that I be coming in and off -- like right now, I stay here at that address two and a half years now.

Q. And when you say you are "coming off", what does that mean?

A. I used to go to Virginia, you know, because I have, you know, a friend that I am not really living there. But I was coming back and forth at that address. But now, I am fully in New York.

Q. When have you been fully in New York since?

A. That is what I am saying -- over two years.

Q. And when is the last time that you lived in Virginia?

A. I lived there -- the last time was -- when it was the last time? I can say around two or three years going now -- because I had to change my license -- because I got a new one now -- because I tried to get the CDL. So, that happened back and forth. But I definitely make mine in New York. That is why I end up having a New York State driver's license CDL.

Q. When did you get your New York State driver's license?

A. I got it on -- I received it -- can I read it?

Q. Yes, please.

A. I have it on June 23.

Q. Is that 2023 or 2024?

A. Issue on June 1, 2023.

Based on the assignor's testimony and the Declaration Page of the insurance policy he procured on the date of the subject accident, the respondent has established its coverage defense that there was a material misrepresentation at the time of the policy was issued and that it properly denied 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.

08/22/2026
(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:
399a709311c16c6ee24995c0582ce696

Electronically Signed

Your name: Anne Malone
Signed on: 08/22/2026