American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Lane Medical Care PC (Applicant)		AAA Case No.	17-25-1406-7230
		Applicant's File No.	3145061
- and -		Insurer's Claim File No.	0372501268
		NAIC No.	Self-Insured
First Acceptance Insurance Company Inc (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 08/31/2026
   Declared closed by the arbitrator on 08/31/2026

   Melissa Scotti, Esq. from Law Offices Of Andrew J Costella Jr., Esq., PC participated virtually for the Applicant

   No apppearance from First Acceptance Insurance Company Inc participated by written submission for the Respondent

2. The amount claimed in the Arbitration Request, **$1,400.78**, 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 26 year old EIP reported involvement in a motor vehicle accident on February 26, 2025; claimed related injury and underwent Shockwave Therapy provided by the applicant on March 30, 2025.

   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 and that it is not subject to the jurisdiction of this arbitration forum.

   The issues to be determined at this hearing are:

Whether the respondent established that it did not provide no fault coverage for the subject accident.

Whether the respondent established its jurisdictional defense.

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 the applicant has named the wrong entity and that the within action should be dismissed for a lack of jurisdiction. Further, the respondent contends that the policy in question was issued by an insurer which has no contacts with the State of New York, which would provide coverage in this state.

Coverage/Jurisdiction

To support the contention that it did not provide coverage for this loss and that this forum does not have jurisdiction over this matter, the respondent provided a statement from its attorneys which states in pertinent part:

First Acceptance Insurance Company (NAIC # 10336) :

1. does not write business in the State of New York

2. is not authorized to conduct an insurance business in the State of New York

3. does not write insurance policies for any customers in the State of New York

4. does not control and is not controlled by or under common control by any

insurer authorized to do business or doing business in the State of New York

5. is not listed with the New York Secretary of State or Department of State as

a New York insurer

6. has not filed a statement with the Superintendent of Insurance of New York

agreeing that its automobile insurance policies sold in any other state will be deemed to satisfy the financial security requirements of Article VI or

VIII of the New York Vehicle and Traffic Law

7. does not transact any business in the State of New York

8. First Acceptance Insurance Company does not have any ties or connections

to the State of New York

9. First Acceptance Insurance Company is not subject to the jurisdiction

and laws of the State of New York, including New York Insurance Law

§ 5107 and New York Insurance Department Regulation 11 NYCRR 65-4.1,

et seq.

"The applicant has not and cannot show how and why an out of state corporation with no ties to New York can be subject to the jurisdiction and laws of the State of New York. The policy for this insured does not contain a provision for disputes over no-fault coverage between the parties to be arbitrated and therefore the parties never agreed to arbitrate."

Based on the foregoing, the respondent has established its coverage defense and that this forum does not have jurisdiction over this matter.

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

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.

09/11/2026
(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:
faad118ba55a1c8544e6f566bde2d135

Electronically Signed

Your name: Anne Malone
Signed on: 09/11/2026