

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Brooklyn Medical Practice, PC
(Applicant)

- and -

Geico Insurance Company
(Respondent)

AAA Case No.	17-26-1452-1484
Applicant's File No.	AR26-30610
Insurer's Claim File No.	8801405870000002
NAIC No.	22055

ARBITRATION AWARD

I, Wendy Bishop, 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 (C.R.R.)

1. Hearing(s) held on 09/23/2026
Declared closed by the arbitrator on 09/23/2026

Jeffrey Kramer, Esq., from Law Office of Jeffrey M. Kramer participated virtually for the Applicant

Elba Iris Cornier, Claims Rep. from Geico Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$445.27**, 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 assigner, a 26-year-old male, was involved in a motor vehicle accident on January 15 2026 and injured. Thereafter he sought treatment and underwent office visits and physical therapy from January 20, 2026, through February 27, 2026. The applicant submitted claims for these services. The respondent denied the claims based on lack of coverage, asserting that the assigner was operating a motorcycle at the time of the accident. In support of its defense, the respondent relies on the police accident report which lists the assigned vehicle as a motorcycle.

Whether the respondent has established its defense of lack of coverage based on the assigner operating a motorcycle at the time of the accident.

4. Findings, Conclusions, and Basis Therefor

Under insurance law §5103 (a)(1), No -Fault benefits are payable to persons, other than occupants of another motor vehicle or a motorcycle, for loss arising out of the use or operation of a motor vehicle. Insurance Law § 5102(f) specifically excludes a motorcycle, as defined in §5102 (m), from the definition of "motor vehicle". Accordingly, a person injured while occupying a motorcycle whether as operator or passenger is not an eligible injured person entitled to No-Fault benefits.

Further, under insurance law §5103(f), a policy issued on a motorcycle provides first party benefits only to persons other than the occupants of that motorcycle. Thus, the occupant of a motorcycle is not entitled to 1st party benefits under either the policy covering the other vehicle or the policy covering the motorcycle

Pursuant to 11 NYCRR 65-4.5(o)(1), the arbitrator is the judge of the relevance and materiality of the evidence offered, and strict conformity to legal rules of evidence is not required the arbitrator may therefore consider the police accident report.

Upon review of the record, I find that the Respondent has established its defense of lack of coverage. The police accident report identifies the Assigner's vehicle as a motorcycle. The applicant has submitted no evidence to rebut this, nor any evidence indicating that the assigner was a pedestrian, an occupant of a covered motor vehicle, or otherwise an eligible injured person at the time of the accident. Because the assigner was occupying a motorcycle, he is excluded from coverage under Insurance Law section § 5102(F) and 5103(a)(1).

Accordingly, the Respondents defense of lack of coverage is sustained, and the Applicant's claims are denied in their entirety

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 NY
SS :
County of Nassau

I, Wendy Bishop, do hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

09/23/2026
(Dated)

Wendy Bishop

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:
ce2fd9d29c245c5b040a34302a21b659

Electronically Signed

Your name: Wendy Bishop
Signed on: 09/23/2026