

**AMERICAN ARBITRATION ASSOCIATION  
NO-FAULT/ACCIDENT CLAIMS**

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In the Matter of the Arbitration between

(Claimant)

v.

A/G

(Respondent)

**AAA CASE NO.: 18 Z 600 03801 2**

**INS. CO. CLAIMS NO.: 00132568**

**DRP NAME: Mariano H. Picardi**

**NATURE OF DISPUTE: Policy coverage**

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**AWARD OF DISPUTE RESOLUTION PROFESSIONAL**

**I, THE UNDERSIGNED DISPUTE RESOLUTION PROFESSIONAL (DRP)**, designated by the American Arbitration Association under the Rules for the Arbitration of No-Fault Disputes in the State of New Jersey, adopted pursuant to the 1998 New Jersey “Automobile Insurance Cost Reduction Act” as governed by *N.J.S.A. 39:6A-5, et. seq.*, and, I have been duly sworn and have considered such proofs and allegations as were submitted by the Parties. The Award is **DETERMINED** as follows:

Injured Person(s) hereinafter referred to as: Claimant.

1. ORAL HEARING held on 8/14/02.
2. ALL PARTIES APPEARED at the oral hearing(s) .

NO ONE appeared telephonically.

3. Claims in the Demand for Arbitration were NOT AMENDED at the oral hearing (Amendments, if any, set forth below). STIPULATIONS were made by the parties regarding the issues to be determined (Stipulations, if any, set forth below).

The parties stipulated that any award shall be subject to the fee schedule and any applicable deductible and co-payment.

**4. FINDINGS OF FACTS AND CONCLUSIONS OF LAW:**

Based upon the oral arguments made on behalf of the parties at the hearing and their submissions, the only issue before me is:

- whether the respondent’s defense of cancellation of the assignor’s policy herein prior to the accident date was valid under the law such that respondent provided no coverage to assignor on the date of the accident.

On this sole issue, I note that respondent prepared a notice of cancellation of the assignor’s automobile liability (no-fault) policy effective 7/18/00; that the date of accident was 8/11/00; that respondent asserts, by its notice of cancellation, that the notice of cancellation itself was mailed on 6/29/00 to the assignor. I

also note that assignee asserts that respondent’s purported cancellation of policy was in violation of N.J.A.C. 11:1-20.2 (i) in that respondent did not send the notice to assignor by certified mail, nor did it obtain from the post office, at the time of mailing, a date stamped proof of mailing showing the name and address of the insured and that respondent retained a duplicate copy of the mailed notice. I find that respondent has been unable to establish either condition set forth above, and therefore, no valid cancellation of the policy occurred. Thus, respondent has no defense in this matter and must pay the claim in this AICRA case.

Respondent offered no objection to counsel’s certification on counsel fees, which I accordingly award, plus costs as noted herein.

5. MEDICAL EXPENSE BENEFITS:

Awarded

Provider                      Amount Claimed              Amount Awarded      Payable to

Provider	Amount Claimed	Amount Awarded	Payable to
Diagnostic Imaging of Newark	\$891.00	\$891.00	Provider & counsel

Explanations of the application of the medical fee schedule, deductibles, co-payments, or other particular calculations of Amounts Awarded, are set forth below.

6. INCOME CONTINUATION BENEFITS: Not In Issue

7. ESSENTIAL SERVICES BENEFITS: Not In Issue

8. DEATH BENEFITS: Not In Issue

9. FUNERAL EXPENSE BENEFITS: Not In Issue

10. I find that the CLAIMANT did prevail, and I award the following COSTS/ATTORNEYS FEES under N.J.S.A. 39:6A-5.2 and INTEREST under N.J.S.A. 39:6A-5h.

(A) Other COSTS as follows: (payable to counsel of record for CLAIMANT unless otherwise indicated): \$325.00 Filing fee

3.72 Postage  
\$328.72

(B) ATTORNEYS FEES as follows: (payable to counsel of record for CLAIMANT unless otherwise indicated): \$1,490.75

(C) INTEREST is as follows: waived per the Claimant.

This Award is in **FULL SATISFACTION** of all Claims submitted to this arbitration.

August 29, 2002  
Date

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Mariano H. Picardi