

**NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION**

This opinion shall not "constitute precedent or be binding upon any court."
Although it is posted on the internet, this opinion is binding only on the
parties in the case and its use in other cases is limited. R. 1:36-3.

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-2477-15T2

BOUND BROOK FAMILY
CHIROPRACTIC a/s/o
ENSHI SHEN,

Plaintiff-Respondent,

v.

AMERIPRISE AUTO & HOME
INSURANCE,

Defendant-Appellant.

Argued October 30, 2017 – Decided November 17, 2017

Before Judges Whipple and Rose.

On appeal from Superior Court of New Jersey,
Law Division, Passaic County, Docket No.
L-3596-15.

Charles Rabolli, Jr., argued the cause for
appellant (Messineo, Messineo & Messineo, LLC,
attorneys; Mr. Rabolli and Tariq J. Messineo,
on the briefs).

Joseph A. Massood argued the cause for
respondent (Massood & Bronsnick, LLC,
attorneys; Tara M. McCluskey, on the brief).

PER CURIAM

Defendant Ameriprise Auto & Home (Ameriprise) appeals from a January 15, 2016 order vacating an arbitration award. We dismiss this appeal for a lack of jurisdiction.

We discern the following facts from the record. On May 8, 2011, Enshi Shen suffered injuries from a motor vehicle accident. To treat her injuries, Shen underwent a course of chiropractic and acupuncture treatment with plaintiff Bound Brook Family Chiropractic (Bound Brook).

At the time of the accident, Shen had a health insurance policy with United Healthcare Insurance (United) and an automobile insurance policy with Ameriprise. Pursuant to the automobile insurance policy, Shen elected United as her primary healthcare provider and Ameriprise as her secondary healthcare provider in the form of a personal injury protection (PIP) benefit.

Bound Brook initially submitted healthcare insurance claims to United for services provided to Shen. When United did not render full payment, Bound Brook submitted claims for the unpaid services to Ameriprise as a secondary insurer. Ameriprise, however, refused to render payment, requiring submission of explanation of benefits from United before it would pay.

On August 15, 2014, Bound Brook filed a demand for arbitration, claiming Ameriprise owed it a balance of \$9,229.40.

On August 24, 2015, the arbitrator denied Brook Bound's claim and entered an award in Ameriprise's favor.

On October 19, 2015, Bound Brook filed an order to show cause with a verified complaint in Superior Court, asserting the arbitrator erroneously applied the law to the facts under N.J.S.A. 2A:23A-13(c)(5). After oral arguments, the trial judge vacated the arbitration award and found Ameriprise was obligated to pay Bound Brook for the services provided to Shen, as well as interest, attorney's fees, and costs. This appeal followed.

On appeal, Ameriprise argues, among other things, the trial court exceeded its jurisdictional bounds when it vacated the arbitration award and that this court should exercise its supervisory function in reversing the trial court's decision. Because appellate review is statutorily prohibited with only narrow exceptions, we dismiss this appeal.

Under the New Jersey Automobile Reparation Reform Act, N.J.S.A. 39:6A-1 to -35, disputes regarding PIP benefits may be submitted to alternative dispute resolution. See N.J.S.A. 39:6A-5.1. The final determination of the arbitrator is binding on the parties, but is subject to "vacation, modification or correction by the Superior Court in an action filed pursuant to N.J.S.A. 2A:23A-13 for review of the award." N.J.A.C. 11:3-5.6(g).

Under N.J.S.A. 2A:23A-13(c), the trial court vacated the arbitration award and ordered Ameriprise to render payment to Bound Brook.

Any further appellate review is statutorily barred with only narrow exceptions.

Upon the granting of an order confirming, modifying or correcting an award, a judgment or decree shall be entered by the court in conformity therewith and be enforced as any other judgment or decree. There shall be no further appeal or review of the judgment or decree.

[N.J.S.A. 2A:23A-18(b).]

Despite this proscription, our Supreme Court has stated, "there may be other limited circumstances where public policy would require appellate court review." Mt. Hope Dev. Assocs. v. Mt. Hope Waterpower Project, L.P., 154 N.J. 141, 148 (1998). No such circumstances are presented here.

Because we lack jurisdiction, we do not address the merits of the underlying arguments or the motion judge's decision. Moreover, this decision "is confined to the special jurisdictional context before us, and should not invite routine requests for appellate review in other PIP arbitration cases." Kimba Med. Supply v. Allstate Ins. Co., 431 N.J. Super. 463, 483 (App. Div. 2013).

Dismissed.

I hereby certify that the foregoing
is a true copy of the original on
file in my office.



CLERK OF THE APPELLATE DIVISION