

New Jersey Insurance law attorney Jared Stolz comments on Liberty Mutual Insurance Company v. Penske Truck Leasing Co.

The dispute centered around whether one had to be acknowledged as a tortfeasor before falling the under the arbitration requirements. Jared Stolz, Esq. explains

FLEMINGTON, NEW JERSEY, UNITED STATES, June 27, 2019 /EINPresswire.com/ -- The New Jersey Superior Court, Appellate Division, recently addressed an insurance matter, whether a party is a tortfeasor in a PIP policy dispute is an issue that must be arbitrated. Insurance law attorney [Jared Stolz](#) reviewed the case in a published comment, available on his blog at <https://jaredstolz.law.blog/>

“Section 9.1 of the New Jersey Automobile Reparation Reform Act (the No-Fault Act), N.J.S.A. 39:6A-1 to -35, provides insurers, which have paid personal injury protection (PIP) benefits to their insured, with the statutory right to seek reimbursement against certain tortfeasors. N.J.S.A. 39:6A-9.1. If the tortfeasor is insured, the determination whether the insurer that paid the PIP benefits is entitled to recover those payments and the amount of the recovery is by agreement of the parties, and, if they are unable to agree, by arbitration.”

Here, the dispute centered around whether one had to be acknowledged as a tortfeasor before falling the under the arbitration requirements of the act. Put another way, if the non-PIP insurer denies that their insured is a tortfeasor and denies fault, whether the resolution of that dispute should happen in court or in arbitration.

The trial court sided with the non-PIP insurer, ruling that the issue of fault (whether the insured was a tortfeasor to begin with) had to be resolved in court. Only once the issue of fault is resolved in favor of the PIP insurer, can the proceeding move to arbitration under the statute.



Jared Stolz, insurance lawyer in New Jersey

Appellate division reversed, agreeing with Liberty Mutual that the issue of fault must be arbitrated as well. Noting that the issue was one of statutory interpretation, the Court examined the arbitration provision in the code. The key phrase the Court examined was the following: "the determination as to whether an insurer . . . is legally entitled to recover the amount of payments and the amount of the recovery' shall be by agreement, or, 'upon failing to agree, by arbitration.'" The Court explained that "legally entitled to recover" includes the issue of fault, thus it was also subject to arbitration. The Court also noted that the legislative intent of the No-Fault statute was to discourage excessive litigation and promote expeditious and efficient resolution. The Court's interpretation of the statute comports with such a legislative purpose. Therefore, the issue of whether the non-PIP insured was a tortfeasor had to be submitted to arbitration.

The case is Liberty Mutual Insurance Company v. Penske Truck Leasing, Co., (A-5624-17T3).

About J. Elliott Stolz, Esq.

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*Jared Stolz, insurance lawyer
in New Jersey*

[Jared Elliott Stolz](#) is an attorney in New Jersey, focusing on insurance law and litigation. He is the managing partner of Stolz and Associates. Jared Stolz received his undergraduate education at Drew University in Madison, New Jersey and graduated with honors from Seton Hall University School of Law. [Jared E. Stolz](#) has been the managing partner of Stolz and Associates since 2004, specializing in providing individual and customized attention to insurance carriers needs on substantial coverage disputes. Mr. Stolz has nearly two decades of experience in the insurance industry and strives to offer the clients a combination of tried and true legal analysis

along with tactic, brought to it by today's technology, with a focused eye on expenses. He has represented prominent clients in numerous noteworthy cases with published opinions and has published and given seminar on insurance law topics.



Jared E Stolz, attorney in Flemington,
New Jersey

Bio on law firm website:

<http://www.stolzlaw.com/about-us/about-the-founder/>

LinkedIn Profile: <https://www.linkedin.com/in/jared-stolz-18088012>

Blog: <https://jaredstolz.law.blog/>

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Lilly Shebey, Administrative Assistant

Stolz & Associates, LLC

+ + +1 856-232-1600

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Jared Stolz, attorney in New Jersey



Jared Elliott Stolz, insurance lawyer, New Jersey



Jared Stolz, attorney in New Jersey

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