

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

New York Spine Specialists LLP
(Applicant)

- and -

Starr Indemnity And Liability Co
(Respondent)

AAA Case No. 17-17-1081-4039
Applicant's File No. 1998389
Insurer's Claim File No. 006462000008AN01
NAIC No.

ARBITRATION AWARD

I, Toby Susan DeSimone, 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 06/21/2019
Declared closed by the arbitrator on 06/21/2019

Gary Pustel, Esq. from Israel, Israel & Purdy, LLP (Great Neck) participated in person for the Applicant

A representative from Gallagher Bassett Services, Inc. failed to appear for the Respondent

2. The amount claimed in the Arbitration Request, \$ 603.46, 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

Assignor/injured party, a 34 year old male pedestrian, allegedly was involved in an accident on August 17, 2016. Applicant, assignee medical provider is seeking reimbursement for office visits and an x-ray performed from 1/16/17 - 1/29/17 and its right to be compensated \$603.46 for same. Respondent failed to pay or deny the claim.

4. Findings, Conclusions, and Basis Therefor

There were no witnesses at the hearing. Applicant was represented by counsel. Respondent's representative failed to appear. I have reviewed the documents contained in the ADR Center as of the date of the hearing. The facts as adduced at the hearing from the parties' written submissions are as follows:

The injured party was examined by Dr. Mikelis on 1/16/17, 2/8/17, 4/3/17 and 11/29/17. An x-ray was also performed on 2/8/17. Applicant's counsel has submitted evidence that the claims were timely mailed to Starr Indemnity & Liability Co. in care of Gallagher Bassett Services, Inc. on 1/26/17, 2/24/17, 4/13/17 and 12/11/17.

Counsel claimed to have sent Notices of Default to Respondent on 3/13/17, 4/11/17, 5/30/17 and 1/26/18. Applicant's counsel filed this matter for arbitration on 12/7/17. On 12/14/17, the American Arbitration Association notified Respondent that a request for arbitration had been filed by Applicant. Respondent was instructed to submit its reply on or before 1/15/18. Additional letters were sent to Respondent on 1/2/18, 1/16/18, 1/29/18 and 2/13/18. A Notice of Hearing was sent to the parties on 12/26/18.

As of the date of hearing, 6/21/19, no evidence has been submitted by Respondent for this matter. Moreover, a representative of Respondent failed to appear at the hearing held on 6/21/19.

In light of the above, I find for Applicant in this matter.

Applicant has established its claim for reimbursement for the services provided as follows:

Dates of service 1/16/17 - 11/29/17 in the amount of \$603.46

Accordingly, Applicant is awarded \$603.46.

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 applicant is AWARDED the following:

A.

Medical		From/To	Claim Amount	Total	Status
	New York Spine Specialists LLP	01/16/17 - 01/16/17	\$236.83	\$ 603.46	Awarded: \$236.83
	New York Spine Specialists LLP	02/08/17 - 02/08/17	\$180.75	\$ 603.46	Awarded: \$180.75
	New York Spine Specialists LLP	04/03/17 - 04/03/17	\$92.94	\$ 603.46	Awarded: \$92.94
	New York Spine Specialists LLP	11/29/17 - 11/29/17	\$92.94	\$ 603.46	Awarded: \$92.94
Total			\$603.46	Awarded: \$603.46	

B. The insurer shall also compute and pay the applicant interest set forth below. 12/07/2017 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

For the following claim:

Dates of service 1/16/17 - 11/29/17 in the amount of \$603.46,

Respondent shall pay the Applicant interest computed from 12/7/17, the date on which the case was submitted to the ADR center at a rate of 2% per month, simple, and ending with the date of payment of the award subject to the provisions of 11 NYCRR §65-3.9.

C. Attorney's Fees

The insurer shall also pay the applicant for attorney's fees as set forth below

The insurer shall also pay the Applicant an attorney's fee upon the amount(s) awarded and the interest, as calculated in section "B" above, and in accordance with 11 NYCRR §65-4.6(e), for the following awarded claim:

Dates of service 1/16/17 - 11/29/17 in the amount of \$603.46.

- D. The respondent shall also pay the applicant forty dollars (\$40) to reimburse the applicant for the fee paid to the Designated Organization, unless the fee was previously returned pursuant to an earlier award.

This award is in full settlement of all no-fault benefit claims submitted to this arbitrator.

State of New York

SS :

County of Nassau

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

07/16/2019
(Dated)

Toby Susan DeSimone

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:
ce3124c52ad19eb74ddb8035e9d5ecf7

Electronically Signed

Your name: Toby Susan DeSimone
Signed on: 07/16/2019