

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

New York Spine Specialists
(Applicant)

- and -

Geico Insurance Company
(Respondent)

AAA Case No.	17-18-1095-6701
Applicant's File No.	2109016
Insurer's Claim File No.	0432955450101020
NAIC No.	35882

ARBITRATION AWARD

I, Greta Vilar, 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: Patient

1. Hearing(s) held on 08/20/2019
Declared closed by the arbitrator on 08/20/2019

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

Jamie Orlando from Geico Insurance Company participated in person for the Respondent

2. The amount claimed in the Arbitration Request, **\$ 92.98**, was NOT AMENDED at the oral hearing.
Stipulations WERE made by the parties regarding the issues to be determined.

The parties stipulate and agree that the only issue to be determined is whether the policy covering the patient in the underlying loss is exhausted.

3. Summary of Issues in Dispute

The applicant in this case is a 52-year-old female who was involved in a motor vehicle accident on June 6, 2017. The services at issue are office visits on April 12, 2018. The respondent denied the applicant's claim based upon the results of an independent medical examination, and additionally argues that the policy covering the patient is exhausted.

4. Findings, Conclusions, and Basis Therefor

The record in this case consisted of claimant's submission and respondent's submission, as well as documents not enumerated within this decision but which are contained in the electronic case file maintained by the American Arbitration Association.

11 NYCRR 65-4.5 (o) (1) (Regulation 68-D), reads as follows: The arbitrator shall be the judge of the relevance and materiality of the evidence offered and strict conformity to legal rules of evidence shall not be necessary. The arbitrator may question any witness or party and independently raise any issue that the arbitrator deems relevant to making an award that is consistent with the Insurance Law and Department Regulations.

Based on a review of the documentary evidence submitted to the ECF, this claim is decided as follows:

The respondent acknowledged receipt of the applicant's claims and issued timely denials based upon lack of medical necessity. However, the respondent also argues that the policy covering the patient in this case has been exhausted, and no funds remain with which to reimburse the applicant regardless of the outcome on the issue of medical necessity. Under AAA case number 17-17-1081-7673, I considered the respondent's proof on the issue of policy exhaustion. I issued an award in favor of the applicant, however, the applicant's award was limited to the total amount remaining on the policy at that time. At the conclusion of that case, I noted that the policy was exhausted by virtue of my issuance of that award.

Since the policy is exhausted, and no funds are available to issue an award in favor of the applicant on the issue of medical necessity, I do not reach the merits of that issue. The applicant's claim is dismissed.

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 New York
SS :
County of Suffolk

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

08/26/2019
(Dated)

Greta Vilar

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
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Electronically Signed

Your name: Greta Vilar
Signed on: 08/26/2019