American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

New York Spine Specialists (Applicant)	AAA Case No.	17-19-1118-9321
	Applicant's File No.	20/406
- and -	Insurer's Claim File No.	252501525025-004
	NAIC No.	
Plymouth Rock Assurance Corporation (Respondent)		

ARBITRATION AWARD

I, Bonnie Link, 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: the EIP

1. Hearing(s) held on 10/23/2019
   Declared closed by the arbitrator on 11/11/2019

   Alan Elis, Esq. from Law Offices of Jonathan B. Seplowe, P.C. participated in person for the Applicant

   Kevin Savage, Esq. from Law Office of Patricia A. Palma participated by telephone for the Respondent

2. The amount claimed in the Arbitration Request, **$ 6,505.67**, 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

   The claimant, a 40 year-old male bicyclist, was involved in a motor vehicle accident on July 25, 2017 with a car that was registered in New Jersey and insured by the Respondent, Palisades Safety Insurance Company d/b/a Plymouth Rock Assurance. As a result of the accident, the claimant sustained multiple injuries and was initiated on a course of rehabilitative care. This dispute arises from a claim for pain management rendered by the Applicant on June 18, 2018. Respondent initially denied the claim based on an IME by Dr. Igor Rubinshteyn, M.D., an orthopedic surgeon, that was conducted on March 30, 2018. The Respondent also contends that this matter should be dismissed

against it as it is not subject to this forum's jurisdiction because it neither solicits business in NY, writes insurance policies for NY vehicles, nor is licensed to do so by NY State's Department of Insurance.

The Applicant's attorney argues that the Respondent's conduct vis-à-vis the injured party, including its communication with the EIP and/or the Applicant by the use of New York no-fault forms and its engagement of the EIP in the verification process, as well as its failure to raise the issue in the denial can be considered conduct that constitutes a waiver of personal jurisdiction.

A tangential issue is whether American Arbitration Association ("AAA") has subject matter jurisdiction of this claim.

4. Findings, Conclusions, and Basis Therefor

This matter is determined after reviewing the documents contained in the electronic case folder at the closing of the file and the presentations of both sides.

Both sides were given an opportunity post-hearing to submit awards or case law on the issue of whether or not this forum has jurisdiction over the Respondent and the claim and whether or not the use of New York no-fault forms can be considered a waiver of the jurisdictional defense and both did so. Both sides were given additional time to respond to a request for the full copy of the NF10, including the back sides of the pages.

It is well settled that an applicant establishes its prima facie entitlement to payment by proving it submitted a claim setting forth the facts and the amount of the loss sustained and that payment of no fault benefits were overdue (see Insurance Law § 5106[a]; Mary Immaculate Hospital v Allstate Ins. Co. 5 A.D.3d. 742 Second Dep't 2004. A prima facie case has been established herein.

In support of its contention that it is not "subject to" the jurisdiction of this forum, Respondent submitted an affidavit dated February 14, 2019 from Edward Stevens, Director of Claims for Palisades Safety and Insurance Association (the "Company"). In the affidavit, Mr. Stevens averred that in his capacity as the Director of Claims, he is familiar with the Company's records kept in the ordinary course of business as well as the company's business operations. Initially, he states that the Applicant wrongly brought this matter against Plymouth Rock Assurance Corporation which, he contends is not a business entity or insurance underwriter and is not licensed to sell insurance anywhere. He states that it is a marketing brand name used by Palisades Safety and Insurance Association, the actual insurer. I note that the claim is not denied on those grounds and in several prior arbitrations the claims brought against Plymouth Rock went forward and were defended without issue by Palisades. In other words, as in the current matter, neither Plymouth Rock nor Palisades have sought to dismiss any claims against based on Plymouth Rock being an improper party and the word "Company" is used to refer to both as a combined insurance entity.

Mr. Stevens asserts that "AAA" has no jurisdiction over the Company in the state of New York. He stated that the Company is a corporation based in the State of New Jersey; it does not conduct or write any insurance business in the State of New York and does not have bank accounts or offices in the State of New York. He also asserted that Respondent does not solicit or advertise business in New York and has no subsidiaries under its control that write, produce and/or bind insurance policies within New York State. He stated that Respondent is not licensed to conduct business in the State of New York and has never filed the requisite forms with Department of Financial Services to confirm jurisdiction under VTL 3114(4) (c) or New York Insurance Law §5107 for purposes of service.

The Respondent has submitted its policy and its Declaration Page which it states establishes that the insured resides in New Jersey and owns a vehicle that is garaged and registered in New Jersey at the same location.

Essentially, the Respondent argues that it has no contact with New York and that while its policy contains both the provision for personal injury protection and a dispute resolution procedure, it states that all disputes are to be heard in a New Jersey forum and according to the laws of New Jersey. Also submitted was a list of insurers which are licensed to do business in New York State, their addresses, telephone numbers, and their DMV and NAIC identification codes and neither Palisades nor Plymouth Rock are on the list. Without the benefit of qualifying under New York's long arm statute, the Respondent argues this matter cannot go forward against it in this forum.

First, there is the issue of whether or not this matter presents a question of the subject matter jurisdiction of the AAA forum, which cannot be waived or personal jurisdiction over the Respondent in the state of New York, which can be waived by the actions of a party. Second, if personal jurisdiction is the prevailing issue, there is the question of whether or not the Respondent's use of the New York no-fault process and its forms can be construed as a waiver of personal jurisdiction in favor of allowing this Applicant (and several others who appear to be filing claims) to have its dispute heard and decided by AAA under the New York state No-Fault Statute (NYS Ins. §5100, et seq. and 11 NYCRR §65.)

The Applicant states that the issue is one of waivable personal jurisdiction and that the Respondent waived its jurisdictional defense by its requirement that the EIP participate in the verification by attending an IME and then its use of New York State no-fault form, specifically the NF10 to deny the claim based on the IME. He notes that the EIP lives in New York and was treated, in this case, by a New York provider in New York. It is unclear from either submission where this accident happened, and it is not germane to this discussion, but it was likely in New York.

As to whether this is an issue of personal or subject matter jurisdiction, several arbitrators have cited to a decision by the Hon. Jerome C. Murphy, J.S.C. in **Windhaven Insurance Company v. BMJ Chiropractic PC, as assignee** (Sup. Ct. Nassau Cnty., Index #2488-15, 8/7/15) who, in an Article 75 proceeding, vacated an award by an Arbitrator on the grounds that the arbitrator did not have subject matter jurisdiction

under similar circumstances and with similar proof. Judge Murphy did so despite the fact that the parties did not address this issue during the arbitration and the carrier had sought a dismissal based on other grounds. Judge Murphy stated, in relevant part,

> *. . .While the petitioner failed to raise the issue of subject matter jurisdiction, in that they were not obligated to provide New York PIP coverage under §5107, and submit to arbitration, if a Court, or in this case the American Arbitration Association, lacks subject matter jurisdiction, the parties may nor confer it by stipulation or otherwise. Neither may it create by laches, estoppel, or waiver. . . . A judgment or order issued without subject matter jurisdiction is void, and that defect may be raised at any time and may not be waived. Because the arbitrator did not have subject matter jurisdiction, and despite the fact that petitioner failed to raise the lack of subject matter jurisdiction in their appearance, the award of the arbitrator is void, and without effect. Petitioner's motion to vacate the award. . .is granted.*

I respectfully disagree with the Court's characterization of the jurisdictional issue as "subject matter" and find that the issue related to the insurer's contacts with the forum state is actually one of personal jurisdiction over that insurance company. A defendant that is "subject to" a Court's jurisdiction is not "subject to" based solely on "subject matter" jurisdiction, but is, as in this case, or is not personally subject to the jurisdiction of the court or forum. There is also a difference between a court and the arbitration forum run by AAA. Arbitrators are charged with the responsibility of hearing matters and making findings based on what issues are submitted to them as long as they arise out of the "use or operation" of a motor vehicle.

There is a lack of personal jurisdiction over an insurer who proves that it was not authorized to conduct business in New York; its reciprocal insurers, affiliates, and subsidiaries do not provide, write, or sell insurance in New York or to its residents; it does not provide goods or services within New York; it does not transact business in New York; and it does not have any offices or agents in New York; the mere unilateral act of an automobile insurer's insured of driving into New York State, without more, is insufficient to permit a New York court to exercise long-arm jurisdiction over the out-of-state insurer. See, **Flatlands Medical, P.C. v. AAA Ins.**, 43 Misc.3d 49, 984 N.Y.S.2d 793 (App. Term 2d, 11th & 13th Dists. 2014).

In the case of **Roldan v. Dexter Folder Company**, 178 A.D.2d 589, 590 (N.Y. App. Div. 1991), although not a no-fault arbitration matter, the Court cited to the Flatlands case, above and held

> *The burden of proving jurisdiction is on the party asserting it and, in the face of an out-of-state insurer's contentions that it does no business in New York, the claimant is obligated to come forth with definitive evidentiary facts to support jurisdiction over the out-of-state insurer.*

In a no-fault case, **Masigla v. Windhaven Ins. Co**., 64 Misc. 3d 137(A) (2d Dept 2019) where, in an effort to overturn a civil court decision that denied Windhaven's motion for summary judgment, Windhaven argued that the AAA did not have subject matter

jurisdiction "because defendant does no business in New York." The Court found that subject matter jurisdiction does not involve an analysis of the defendant/respondent's contacts with the forum state and held preliminarily that the Civil Court had subject matter jurisdiction. More importantly, in its decision in Masigla, the Appellate Term held that Windhaven acquiesced to personal jurisdiction in the state of New York by answering the complaint without raising the defense or making a pre-answer motion to dismiss. The Court ultimately found that it did, in fact, have personal jurisdiction over Windhaven because based on CPLR 3211(e), Windhaven failed to raise the issue of lack of personal jurisdiction in its answer to the complaint and was said to have waived it. The Court quoted the decision in **Gager v White**, 53 NY2d 475, 488, 425 N.E.2d 851, 442 N.Y.S.2d 463 [1981]) wherein the Court stated "a defendant's voluntary participation in litigation in which the point can be raised, in and of itself, constitutes a submission to the jurisdiction of the courts." Clearly, a responding party can give up the defense with its own acts and/or omissions.

The discussion for arbitration is inherently different than court proceedings. There are technically no pleadings that can be said to waive certain defenses when they are not raised. In arbitration, the basis of the respondent's denial must "promptly apprise(s) the claimant with a high degree of specificity of the ground or grounds on which the disclaimer is predicated", General Accident Ins. Group v. Cirucci, 46 N.Y.2d 862, 864, 414 N.Y.S.2d 512, 387 N.E.2d 223 (1979). All defenses must be contained and stated clearly in the NF10 or may be waived if the defense is precludable, meaning that the respondent/carrier is precluded from raising the defense at a later time.

Here, the Respondent scheduled an IME of the EIP, which took place on March 30, 2018, and then issued a New York State Form NF-10, denying the claim based only on medical necessity and without raising the issue of personal jurisdiction or the propriety of the AAA forum. The NF10 is 3 pages and on the back of Page 1, Page 2, states that the Applicant may contest the denial in one of three ways. Section 2 states:

> *2. You may submit this dispute to arbitration. If you wish to submit this claim to arbitration, then mail or e-mail a copy of this Denial of Claim Formalong with a complete submission of all other pertinent documents and a table of contents listing your submissions, in duplicatetogether with a $40 filing fee, payable by check, money order, or credit card to the American Arbitration Association (AAA) to:*
>
> *AMERICAN ARBITRATION ASSOCIATION (AAA)*
>
> *NEW YORK INSURANCE CASE MANAGEMENT CENTER*
>
> *120 BROADWAY*
>
> *NEW YORK, NEW YORK 10271*
>
> *nyicmc.filingsubmissions@adr.org*
>
> *Please contact the American Arbitration Association's customer service department at (917) 438-1660 with any questions about case filing*

This form clearly invites the Claimant to arbitrate disputes in this forum. (Somewhat relevant in that in Section 3 on page 3, the Applicant is informed that it can also file in court.)

Further, the Explanation of Benefits portion of the NF10 (EOB), which incidentally shows that the claim is being handled by Plymouth Rock, lists New York as the "State of Jurisdiction", further putting the Applicant on notice that New York is the proper jurisdiction.

To be fair, it is noted that the Respondent did raise the issue of the lack of jurisdiction when it submitted its responsive packet to AAA with a letter asking AAA to discontinue the matter based on lack of jurisdiction.

By far, the number of arbitrators who have found that this insurer is not subject to the jurisdiction of this forum far exceed the number of arbitrators who have not. See, for example, where the claims were dismissed without prejudice based on the lack of personal jurisdiction, Towers NY Inc. and Plymouth Rock Assurance Corp. AAA Case No. 17-18-1104-7677 (Arb. Richard Kokel, (10/20/19), and Good Point Acupuncture and Plymouth Rock Assurance Corp., AAA Case No. 17-17-1081-9435 (Brett Hausthor 7/30/19).

There are, however, a very small number of arbitration awards, none against Palisades (or Plymouth Rock), that find for the Applicant and that are specific as to the issue of waiver by a carrier's use of the New York no-fault process and especially when it issues an NF10 that does not contain the defense of jurisdiction. For example, Andrew J. Dowd M.D. and Windhaven Ins. Co., AAA Case No. 17-17-1066-5739 (Arb. Joanne Andreotta 10/13/18) and Qi Lin Acupuncture, PC v. Met Life Auto & Home Insurance Co., AAA Case No. 171610345529 (Arb. Sandra Adelson 9/27/17).

In the Qi Lin v. Met Life matter, Arb. Adelson found that the carrier's use of an NF10 constituted

> *an express and unequivocal offer to arbitrate this dispute, and the applicant accepted the offer by filing for arbitration in this forum. Therefore, respondent's argument concerning the demand letter before arbitration or litigation under Florida law is inapplicable due to the use of the NF-10.*
>
> *In light of the foregoing, I find that the NF-10s constitute a waiver of the jurisdictional defense. I find that this forum does have jurisdiction of the dispute.*

In the Dowd/Windhaven matter, Arb. Andreotta analyzed the Respondent's use of the verification process and the ultimate denial on an NF10. Arb. Andreotta cited to the Adelson decision which, quoted the NYS NF10 language:

> This *precise issue was addressed by Arbitrator Sandra Adelson in the Matter of Qi Lin Acupuncture v. Met Life Auto & Home, 17-16-1034-5529. In that case, Arbitrator Adelson evaluated whether a Respondent confers jurisdiction/statutory*

minimal coverage upon American Arbitration Association by issuing an NF-10. Arbitrator Adelson stated the following: There is no language in the policy agreeing to arbitrate disputes in the forum designated by the other state. However, when the bills were submitted to the respondent, the respondent denied the bills using the New York State Form NF-10. These denials were included in respondent's submissions. In fact, the NF-10 form used by respondent contains the following language on page 2 of the denial: You may submit the dispute to arbitration. If you wish to submit the claim to arbitration, then mail or email a copy of this Denial of Claim Form along with a complete submission of all other pertinent documents and a table of contents listing your submissions, in duplicate, together with $40 filing fee, payable by check, money order or credit card to the American Arbitration Association (AAA) to: American Arbitration Association (AAA) New York Insurance Case Management Center 120 Broadway New York, New York 1027….

Arb. Andreotta, in finding in that there was a waiver of the jurisdictional defense, also cited to Arb. Joseph Endzweig in Matter of Avenue C v. Infinity, (AAA Case No. 171610260635) who in turn referred to a Master Arbitration Award by MA Frank Godson, as follows:

In a similar analysis, in the Matter of Avenue C Medical v. Infinity, 17-16-1026-0635, Arbitrator Endzweig stated the following: Applicant notes that the claimant is a resident of New York, the accident occurred in New York, the EIP was a bicyclist at the time of the accident, the EIP received all his medical treatment in New York, and that Respondent issued NY NF-10 denials in this case. In its brief Applicant argues that it is well-settled that when an insurance carrier issues New York denials it waives any defense it may have had in regard to choice of law. In a case involving the same insurance carrier as here, Master Arbitrator Frank Godson wrote: "If respondent intended to take the position that the New York statute and regulation did not apply, it had a duty to do so upon receipt of applicant's (or any other claimant's) claim, either by moving in court to quash the claim or by specifically stating its defense. General Accident Insurance Group v. Cirucci, 46 NY2d 862, 864; Amaze Medical Supply v. Allstate, 3 Misc.3d 43 (Appellate Term, Second Department, 2004) at page 44. Upon failure to do so, the defense is waived. Nyack Hospital v. Metropolitan Property & Casualty Insurance Co., 16 AD3d 564 (Second Department, 2005)." Further, the master arbitrator held: "By failing to state that New York law did not apply, and instead issuing a New York NF-10 form, respondent waived its right to reject the procedural requirements of the New York regulation and, as pointed out by applicant's attorney, used item 2 on page 2 of the denial to invite applicant to submit the dispute to arbitration in New York." Master Arbitrator Godson concluded: "As a result, respondent is bound by the procedural requirements of the New York regulation, and upon its failure to comply with those requirements, its denial is defective." Master Arbitrator Frank Godson, Big Apple Ortho Products Inc. v. Infinity Leader Insurance Company, AAA 17 991 R 56280 14.

In State Farm Mutual Automobile 277 A.D. 2d 321, 715 N.Y. S. 2d Insurance Company v. Torcivia, 75 (2d Dept. 2000), where the Applicant attempted to force the carrier to participate in arbitration, the Court in the Appellate Division, stating the alternate argument held

> *Applicant has not provided any evidence to controvert Respondent's argument.*
>
> *Respondent has demonstrated it lacks sufficient contact with the State of New York to*
>
> *be subject to personal jurisdiction in New York* ***absent a waiver*** *or the application of*
>
> *principles of equitable estoppel. See, 28 A.D. GEICO v. Basedow, 3d 766, 816 N.Y.S.*
>
> *2d 106 (2d Dept. 2006). (Emphasis added.)*

Finally, in Woodside Chemists, Inc. and Met Life Auto & Home Insurance Co., AAA Case No. 17-16-1047-4353 (2/4/19), Arb. Rebecca Feder, followed and agreed with Arb. Andreotta's finding that the issuance of an NF10 that does not contain the defense of jurisdiction constitutes a waiver of that defense. Arb. Feder was affirmed by Master Arb. Robert Trestman. On 5/20/19, Arb. Trestman wrote

> *The arbitrator, citing State Farm v Torcivia, 715 NYS2d 75 [2d Dept. 2000] and AAA Case Nos. 17-17-1066-5739 and 17-16-1034-5529, found that respondent's use of the NYS Form NF-10 constituted a waiver of respondent's jurisdictional defense. The arbitrator cited to AAA Case No. 17-16-1026-0635 which, in turn, cited to Master Arbitration Award AAA Case No. 17 991 R 56280 14 wherein the Master Arbitrator held that the insurer's use of the NYS Form NF-10 combined with the insurer's failure to state in the NF-10 that the NY statute and regulation did not apply constituted a waiver of any choice of law defense.*

In light of these findings, there is support for the finding that the use of the NYS no fault process (and forms) is sufficient to present a waiver of the personal jurisdiction defense. Based on a review of the record before me, there is sufficient evidence to establish that Respondent is subject to New York State's jurisdiction. Accordingly, Applicant's claim must go forward on the merits.

The claim is for a percutaneous intradiscal electrothermal annuloplasty under fluoroscopic guidance that was conducted on June 18, 2018. The EIP was examined by Dr. Rubinshteyn at the behest of the Respondent on March 30, 2018, approximately 8 months after the accident. At that time he complained of continued headaches, and pain in his neck, low back and ribs. He advised the doctor that he had missed 6 months from his job as a contractor. He was working at the time of the IME but with restricted duties. He had undergone several pain management procedures, including a bilateral lumbar medial branch block at L3/4/5 approximately 2 weeks before Dr. Rubinshteyn's exam.

Dr. Rubinshteyn reviewed the EIP's medical records, including the hospital record, the chiropractic evaluations and soap notes, x-rays of the left ribs and right elbow, the MRIs of the cervical, thoracic and lumbar spine, a CT scan of the abdomen, the other diagnostic testing and the pain management records. He conducted an exam of the EIP's cervical and lumbar spines, bilateral shoulders, right elbow and left hip. Using a goniometer, he found full range of motion on all cervical planes with no complaints of pain or evidence of spasm. The lumbar exam and the right shoulder exam showed reduced range of motion. All orthopedic and neurological tests were negative or normal. Dr. Rubinshteyn concluded that the patient's cervical and lumbar spine sprains, bilateral shoulder sprains, right elbow and left hip (referred lumbar pain) were resolved. He stated that the subjective complaints were not correlated by objective findings.

Based on these conclusions, the Respondent issued a denial of reimbursement for the procedure. Technically, the Respondent only denied this particular procedure and did not issue a termination of all future treatment. This may have been based on the difference between New York and New Jersey laws and/or regulations.

It is well settled that an applicant establishes its prima facie entitlement to payment by proving it submitted a claim setting forth the facts and the amount of the loss sustained and that payment of no fault benefits were overdue (see Insurance Law § 5106[a]; Mary Immaculate Hospital v Allstate Ins. Co. 5 A.D.3d. 742 Second Dep't 2004. A prima facie case has been established herein.

An IME doctor must establish a factual basis and medical rationale for his asserted lack of medical necessity for future health care services. E.g., Ying Eastern Acupuncture, P.C. v. Global Liberty Insurance, 20 Misc.3d 144(A), (App. Term 2d & 11th Dists. Sept. 3, 2008). Where the claimant fails to present any evidence to refute that showing, the claim should be denied, AJS Chiropractic, P.C. v. Mercury Ins. Co., 22 Misc.3d 133(A), (App. Term 2d & 11th Dist. Feb. 9, 2002), as the ultimate burden of proof on the issue of medical necessity lies with the claimant. See Insurance Law § 5102; Wagner v. Baird, 208 A.D.2d 1087 (3d Dept. 1994).

I find that the Respondent's denial of future benefits based on Dr. Rubinshteyn's examination to be unsupported. The IME is unpersuasive. The explanation of the positive subjective findings is insufficient and not credible and is contradictory. For example, the lumbar exam showed limitations in ranges of motion. The straight leg test was recorded as negative bilaterally however, it was done from a seated position. There is no explanation as to why and how this differs from the typical test that is conducted when the patient is prone. Dr. Rubinshteyn noted that there was no lumbar paraspinal tenderness yet he refers to the patient's hip pain as being referred from the lumbar pain. If the pain is referred lumbar pain then the lumbar pain must be present. Therefore the IME report is insufficient to shift the Respondent's burden of proof to the Applicant.

Even if it were sufficient to shift the burden, the Applicant's submissions have established a continuing need for treatment subsequent to the exam. As stated, the EIP had the lumbar branch block on March 16, 2018. This rebuts the IME of March 30, 2018 and supports the Applicant's claim that the EIP was still suffering from accident related

pathology. Dr. Mikelis, the patient's spine specialist examined the patient on March 22, 2018, a week after the procedure and a week before the IME. At that time, the patient complained of continued back and neck pain and headaches. The exam found palpatory cervical and lumbar tenderness, restricted ranges of spinal motion, diminished motor strength in both the deltoids and hamstrings. Sensation was altered and reflexes were stated to be abnormal. Dr. Billy Ford, the surgeon, evaluated the EIP on April 23, 2018, noted some improvement from the procedure but continued pain, restriction in range of motion and positive orthopedic testing in both the cervical and lumbar spines and recommended continued physical therapy.

These findings are sufficient and sufficiently contemporaneous to rebut the IME. Accordingly, the Applicant's claim for services is granted.

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	**06/18/18 - 06/18/18**	**$6,505.67**	**$ 6,505.67**	**Awarded: $6,505.67**
Total			**$6,505.67**	**Awarded: $6,505.67**	

B. The insurer shall also compute and pay the applicant interest set forth below. 01/25/2019 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

The denial in this matter being timely issued, the Respondent shall pay the Applicant interest on the amount of first-party benefits awarded, computed from date of filing, to the date payment is made at a rate of 2% per month, simple interest (i.e., not compounded) using a 30 day month, subject to the provisions of 11 NYCRR 65-3.9(c).

_____

C. Attorney's Fees

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

As this matter was filled after February 4, 2015, this case is subject to the provisions promulgated by the Department of Financial Services in the Sixth Amendment to 11 NYCRR 65-4 (Insurance Regulation 68-D). Accordingly, the insurer shall pay the applicant an attorney's fee, in accordance with newly promulgated 11 NYCRR 65-4.6(d).

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

11/11/2019
(Dated)

Bonnie Link

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:
e3a916ac24e2171cfe678e8e3bd571ee

Electronically Signed

Your name: Bonnie Link
Signed on: 11/11/2019