

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Hector Melgar PT PC  
(Applicant)

- and -

Allstate Property and Casualty Insurance  
Company  
(Respondent)

AAA Case No. 17-19-1147-1732

Applicant's File No. 2333201

Insurer's Claim File No. 0512263559 2NJ

NAIC No. 17230

**ARBITRATION AWARD**

I, Kihyun Kim, 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 Assignor

1. Hearing(s) held on 12/17/2020  
Declared closed by the arbitrator on 12/17/2020

Ryan Berry, Esq. from Israel, Israel & Purdy, LLP (Great Neck) participated by telephone for the Applicant

James McNamara, Esq. from Law Offices Of Karen L. Lawrence participated by telephone for the Respondent

2. The amount claimed in the Arbitration Request, **\$ 1,539.54**, was NOT AMENDED at the oral hearing.  
Stipulations WERE made by the parties regarding the issues to be determined.  
The parties stipulated to Applicant's prima facie case and to Respondent's timely denials.

The parties also stipulated that Applicant's billing is consistent with the fee schedule.

3. Summary of Issues in Dispute  
The issues presented are whether the post-IME cutoff office evaluations and physical therapy services were medically necessary.

The Assignor (EC) was a 63-year-old male who was the driver of an automobile that was involved in an accident on August 3, 2018. Applicant seeks reimbursement in the aggregate amount of \$1,539.54 for two physical therapy reevaluations of the Assignor

and twenty-five dates of physical therapy services provided to the Assignor, subsequent to orthopedic IME cutoffs, from July 8, 2019 to August 29, 2019. The first orthopedic IME cut-off was effective January 28, 2019, based on the orthopedic examination by Raymond A. Shebairo, M.D., conducted on January 11, 2019. The second orthopedic IME cut-off was effective June 28, 2019, based on the orthopedic examination by Raymond A. Shebairo, M.D., conducted on June 6, 2019.

4. Findings, Conclusions, and Basis Therefor

This arbitration was conducted using the documentary submissions of the parties contained in the ADR Center, maintained by the American Arbitration Association. I have reviewed the documents contained therein as of the close of the hearing and such documents are hereby incorporated into the record of this hearing. Both parties appeared at the hearing by counsel, who presented oral argument and relied upon their documentary submissions. There were no witnesses. Further, this matter was heard with linked cases, *Huntington Regional Chiropractic PC, Hector Melgar PT PC and Allstate Property and Casualty Insurance Company*, AAA Case No: 17-19-1131-4600; *Huntington Regional Chiropractic PC, Hector Melgar PT PC and Allstate Property and Casualty Insurance Company*, AAA Case No: 17-19-1133-3292; *Huntington Regional Chiropractic PC, Hector Melgar PT PC and Allstate Property and Casualty Insurance Company*, AAA Case No: 17-20-1156-0115; *Huntington Regional Chiropractic PC and Allstate Property and Casualty Insurance Company*, AAA Case No: 17-19-1124-0029; *Hector Melgar PT PC and Allstate Insurance Company*, AAA Case No: 17-19-1129-3021; *Huntington Regional Chiropractic PC and Allstate Property and Casualty Insurance Company*, AAA Case No: 17-19-1139-8843; *Hector Melgar PT PC and Allstate Property and Casualty Insurance Company*, AAA Case No: 17-19-1140-4730; *Phoenix Medical Services P.C. DBA Rockville Centre Pain Management & Rehabilitation and Allstate Insurance Company*, AAA Case No: 17-19-1143-7952; *Huntington Regional Chiropractic PC and Allstate Property and Casualty Insurance Company*, AAA Case No: 17-19-1147-1975; *Phoenix Medical Services P.C. DBA Rockville Centre Pain Management & Rehabilitation and Allstate Insurance Company*, AAA Case No: 17-19-1148-1487; *Hector Melgar PT PC and Allstate Property and Casualty Insurance Company*, AAA Case No: 17-20-1152-8953; *Huntington Regional Chiropractic PC and Allstate Property and Casualty Insurance Company*, AAA Case No: 17-20-1153-9226; and *Huntington Regional Chiropractic PC and Allstate Property and Casualty Insurance Company*, AAA Case No: 17-20-1163-6398. The documents uploaded to the ADR Center for this case, as well as for the linked cases, were considered in making this award.

At the hearing, Respondent acknowledged receipt of the bills in question and the parties stipulated to Applicant's prima facie case and to Respondent's timely denials. The parties also stipulated that Applicant's billing is consistent with the fee schedule.

The Assignor was a 63-year-old male who was injured in an automobile accident on August 3, 2018. Following the accident, the Assignor sought treatment for injuries to his neck, back, left shoulder, and left hip from various providers, who started him on a course of conservative treatment, including physical therapy, chiropractic care, and acupuncture.

On January 11, 2019, the Assignor appeared for an orthopedic examination with Raymond A. Shebairo, MD, at the request of Respondent. Dr. Shebairo determined that, based on the physical examination, there was no medical indication for further physical therapy at that time. On January 21, 2019, Respondent issued a general denial based upon the January 11, 2019 IME by Dr. Shebairo that stated that all physical therapy claim benefits were not medically necessary and would be denied effective January 28, 2019.

Subsequent to the orthopedic general denial, Applicant conducted a physical therapy reevaluation of the Assignor and provided eleven dates of physical therapy services to the Assignor from July 8, 2019 to July 31, 2019. Applicant thereafter billed Respondent for its services, and Respondent timely denied Applicant's claims as medically unnecessary based on the January 11, 2019 IME by Dr. Shebairo.

On June 6, 2019, the Assignor appeared for an orthopedic re-examination with Raymond A. Shebairo, MD, at the request of Respondent. Dr. Shebairo determined that, based on the physical examination, there was no medical necessity for continued orthopedic care, including physical therapy. On June 21, 2019, Respondent issued a general denial based upon the June 6, 2019 IME by Dr. Shebairo that stated that all orthopedic, physical therapy, massage therapy, physical medicine & rehabilitation, pain management and prescription medication benefits were not medically necessary and would be denied effective June 28, 2019.

Subsequent to the second orthopedic general denial, Applicant conducted a physical therapy reevaluation of the Assignor and provided fourteen dates of physical therapy services to the Assignor from August 1, 2019 to August 29, 2019. Applicant thereafter billed Respondent for its services, and Respondent timely denied Applicant's claims as medically unnecessary based on the June 6, 2019 IME by Dr. Shebairo.

Applicant now seeks reimbursement in the aggregate amount of \$1,539.54 for two physical therapy reevaluations of the Assignor and twenty-five dates of physical therapy services provided to the Assignor, subsequent to orthopedic IME cutoffs, from July 8, 2019 to August 29, 2019..

### **Legal Framework - Medical Necessity - IME**

The issue of whether treatment is medically unnecessary cannot be resolved without resort to meaningful medical assessment (*Kingsbrook Jewish Medical Center v. Allstate Ins. Co.*, 61 A.D.3d 13 [2d Dept. 2009]), such as by a qualified expert performing an independent medical examination or conducting a peer review of the injured person's treatment. *See Rockaway Boulevard Medical P.C. v. Travelers Property Casualty Corp.*, 2003 N.Y. Slip Op. 50842(U), 2003 WL 21049583 (App. Term 2d & 11th Dists. Apr. 1, 2003). An insurance carrier may utilize an independent medical examination (IME) to determine whether an eligible injured person is entitled to further care and treatment or other first-party benefits. *See Rowe v. Wahnnow*, 26 Misc.3d 8, 11-12 (App Term, 1st Dept 2009, McKeon, P.J., dissenting). "An IME is a snapshot of the injured party's medical condition as of the date" it is conducted. *Amato v. State Farm Ins. Co.*, 2010 NY Slip Op. 20431 (Dist. Ct. Nassau Co., Fred J. Hirsh, J., Oct. 13, 2010).

An IME report can be the basis of a termination of benefits if ultimately found to be persuasive. An IME report must set forth a factual basis and medical rationale for the conclusion that further services are not medically necessary. *Ying Eastern Acupuncture, P.C. v. Global Liberty Ins.*, 20 Misc.3d 144(A), 873 N.Y.S.2d 238 (Table), 2008 N.Y. Slip Op. 51863(U), 2008 WL 4222084 (App. Term 2d & 11th Dists. Sept. 3, 2008). The determination that an eligible injured person no longer needs treatment is generally based upon an examiner's findings that result in the conclusion that: (1) the patient has fully recovered from the injuries; (2) the patient has made as full a recovery as is possible taking into account the nature and extent of the injuries, the patient's age, pre-existing conditions or other factors; and/or (3) additional treatment or testing will not provide any medical benefit to the patient. *Amato v. State Farm Ins. Co.*, 2010 NY Slip Op. 20431 (Dist. Ct. Nassau Co., Fred J. Hirsh, J., Oct. 13, 2010). Whether an IME report is persuasive and meets the carrier's burden is a factual decision, which must be rendered on a case by case basis.

If the IME report provides a factual basis and medical rationale for an opinion that services were not medically necessary, the burden shifts back to the Applicant to refute the IME findings and prove the necessity of the disputed services. *See, CPT Med. Servs., P.C. v. New York Cent. Mut. Fire Ins. Co.*, 18 Misc.3d 87 (App. Term 1st Dept.); *Eden Med., P.C. v. Progressive Cas. Ins. Co.*, 19 Misc.3d 143(A) (App Term 2d & 11th Jud. Dists., 2008); *Be Well Med. Supply, Inc. v. New York Cent. Mut. Fire Ins. Co.*, 18 Misc.3d 139 (A) (App. Term 2d Dept., Feb. 21, 2008); *A. Khodadadi Radiology, P.C. v. NY Cent. Mut. Fire Ins. Co.*, 16 Misc. 3d. 131 (A) (App Term 2d Dept.); *West Tremont Med. Diagnostic, P.C. v. Geico Ins. Co.*, 13 Misc. 3d. 131 (A) (App Term 2d Dept., 2006). If the Applicant fails to present any evidence to refute Respondent's showing, the claim should be denied, as the ultimate burden of proof on the issue of medical necessity lies with the Applicant. *See Insurance Law § 5102; Wagner v. Baird*, 208 A.D.2d 1087 (3d Dept. 1994); *AJS Chiropractic, P.C. v. Mercury Ins. Co.*, 22 Misc.3d 133(A), (App. Term 2d & 11th Dist. Feb. 9, 2002). The case law is clear that a provider must rebut the conclusions and determinations of the IME doctor with his own facts. As the Appellate Term, 2d, 11th & 13th Dists., recently stated: "it is ultimately plaintiff who must prove, by a preponderance of the evidence, that the services or supplies were medically necessary." *Park Slope Medical and Surgical Supply, Inc. v. Travelers Ins. Co.*, 37 Misc.3d 19, 22 (App. Term 2d, 11th & 13th Dists. 2012).

#### **OFFICE/PHYSICAL THERAPY - DOS 7/8/19-7/31/19**

##### **IME - Raymond A. Shebairo, M.D., dated January 11, 2019**

Respondent relies upon the peer review report, dated January 11, 2019, by Raymond A. Shebairo, M.D., in asserting a lack of medical necessity for the physical therapy reevaluation of the Assignor and eleven dates of physical therapy services provided to the Assignor, subsequent to the first orthopedic IME cutoff, from July 8, 2019 to July 31, 2019. At the January 11, 2019 examination, Dr. Shebairo obtained the Assignor's history, reviewed medical records, and conducted a physical examination of the Assignor. Ranges of motion were performed using a hand-held goniometer.

At the time of the examination, the Assignor complained of pain in the neck, left side of back and left shoulder. The Assignor indicated that his overall symptoms remained the

same since the reported date of injury. Dr. Shebairo reported that the Assignor indicated that the treatment received had not been helpful. The Assignor noted that left shoulder injection and surgery were pending. The Assignor ambulated with a normal gait.

Examination of the cervical spine revealed no muscle spasm upon palpation. There was complaint of mild tenderness upon palpation of the paracervical muscles. Ranges of motion revealed some deficits (flexion 30°/50°; extension: 30°/60°; right lateral flexion: 40°/45°; left lateral flexion: 35°/45°; rotation: 80°/80° bilaterally) with complaints of pain on all motions.

Neurological examination of the bilateral upper extremities showed no muscle atrophy. Muscle strength was intact, deep tendon reflexes were within normal limits, and sensation to light touch was within normal limits.

Dr. Shebairo indicated that the Assignor restricted his range of motion.

The examination of the thoracic spine revealed no muscle spasm and no complaint of tenderness upon palpation.

The examination of the lumbar spine revealed no muscle spasm. There was complaint of mild tenderness upon palpation of the paralumbar muscles, bilaterally. Ranges of motion revealed some deficits (flexion: 30°/60°; extension: 25°/25°; right lateral flexion: 38°/25°; left lateral flexion: 25°/25°) with complaints of pain on all motions. Bilateral straight leg raising was negative to 80° (80° normal).

Neurological examination of the bilateral lower extremities showed no atrophy. Muscle strength was intact; deep tendon reflexes were within normal limits; and sensation to light touch was within normal limits. Heel-toe-walk was negative.

The examination of the right shoulder revealed no heat, swelling, effusion, or erythema appreciated. Range of motion revealed some deficits (forward flexion: 100°/170-180°; abduction: 90°/170-180°; adduction: 70°/45°; internal rotation 85°/80-90°; external rotation 30°/80-90°). Hawkins-Kennedy maneuver, cross arm adduction, drop arm, and O'Brien maneuver were all negative. Dr. Shebairo indicated that the Assignor restricted his range of motion.

The examination of the left shoulder revealed no heat, swelling, effusion, or erythema appreciated. Range of motion revealed some deficits (forward flexion: 80°/170-180°; abduction: 75°/170-180°; adduction: 0°/45°; internal rotation 45°/80-90°; external rotation 30°/80-90°). Hawkins-Kennedy maneuver, cross arm adduction, drop arm, and O'Brien maneuver were all negative. Dr. Shebairo indicated that the Assignor restricted his range of motion.

The diagnoses were cervical spine sprain/strain - resolving; thoracic spine sprain/strain - resolved; lumbar spine sprain/strain - resolving; and left shoulder sprain/strain - resolving.

Based on the physical examination and within a reasonable degree of medical certainty, Dr. Shebairo determined that there was no medical indication for further physical therapy at the time. He recommended that the Assignor have one follow-up with his

treating doctor within six weeks to discuss further alternative treatments, followed by a re-evaluation in eight weeks. Dr. Shebairo stated that based on the history provided by the Assignor, and the examination, the Assignor was not benefitting from physical therapy. Dr. Shebairo also opined that there was no medical necessity for prescription medications, household help, ambulette/ambulance services, or durable medical equipment.

#### **Analysis - Medical Necessity - Office/PT - DOS 7/8/19-7/31/19**

After reviewing the relevant evidence and considering the oral arguments of the parties, I find Dr. Shebairo's January 11, 2019 IME report insufficient to meet Respondent's burden of production on the issue of medical necessity. I do not find the IME report to be credible or persuasive as I find that Dr. Shebairo's determination that there was no medical indication for further physical therapy to be unsupportable and inconsistent with the documented complaints of the Assignor, the positive objective findings upon examination, and Dr. Shebairo's own diagnoses that the Assignor's injuries were still resolving. The contemporaneous examination reports and other medical reports in the record also provide objective evidence of the Assignor's continuing disability. The IME report provides little explanation on how or why Dr. Shebairo determined that no further physical therapy was medically indicated. The IME report suggests that Dr. Shebairo's determination may have been based, at least in part, upon a statement made by the Assignor. However, Dr. Shebairo makes no actual determination that the Assignor reached pre-accident status, and provides no explanation that the medical records objectively demonstrated that the Assignor's condition had plateaued or that the conservative treatment was providing no further benefit. In fact, the physical therapy examination reports and treatment notes actually appear to demonstrate that the Assignor was steadily improving (though apparently not as quickly as desired by the Assignor). I do not find a subjective statement by the Assignor alone to be an adequate justification for Dr. Shebairo's medical opinion that no further physical therapy was medically indicated. Dr. Shebairo even recommended a follow-up visit with the treating doctor for consultation of an alternative treatment plan and re-evaluation in eight weeks. Based on the all the foregoing, Respondent has failed to meet its burden of production and its lack of medical necessity defense fails. Accordingly, Applicant is entitled to reimbursement in the amount of \$677.37 for the physical therapy reevaluation of the Assignor and eleven dates of physical therapy services provided to the Assignor, subsequent to the first orthopedic IME cutoff, from July 8, 2019 to July 31, 2019.

#### **OFFICE/PHYSICAL THERAPY - DOS 8/1/19-8/29/19**

##### **IME - Raymond A. Shebairo, M.D., dated June 6, 2019**

Respondent relies upon the peer review report, dated June 6, 2019, by Raymond A. Shebairo, M.D., in asserting a lack of medical necessity for the physical therapy reevaluation of the Assignor and fourteen dates of physical therapy services provided to the Assignor, subsequent to the second orthopedic IME cutoff, from August 1, 2019 to August 29, 2019. At the June 6, 2019 examination, Dr. Shebairo obtained the Assignor's history, reviewed medical records, and conducted a physical examination of the Assignor. Ranges of motion were performed using a hand-held goniometer.

At the time of the examination, the Assignor complained of pain in the neck, upper back and left shoulder. The Assignor ambulated with a normal gait, and was not using any assistive devices.

Examination of the cervical spine revealed no muscle spasm and no complaint of tenderness upon palpation of the paracervical muscles. Ranges of motion revealed some deficits (flexion 20°/50°; extension: 30°/60°; 45°/80° bilaterally). Neurological examination of the bilateral upper extremities showed deep tendon reflexes were 2+.

The examination of the thoracic spine revealed no muscle spasm and no complaint of tenderness upon palpation.

The examination of the left shoulder revealed range of motion with some deficits (forward flexion: 85°/170-180°; abduction: 65°/170-180°; adduction: 30°/45°; internal rotation 80°/80°; external rotation 10°/90°). Impingement was negative. There was no complaint of tenderness.

The diagnoses were cervical spine sprain/strain - resolved; thoracic spine sprain/strain - resolved; and left shoulder sprain/strain - resolved.

Based on the physical examination and within a reasonable degree of medical certainty, Dr. Shebairo determined that there was no medical necessity for continued orthopedic care, including physical therapy. He asserted that the decreased ranges of motion in the cervical spine and left shoulder were considered subjective in light of negative objective correlative findings. Dr. Shebairo also opined that there was no medical necessity for prescription medications, household help, ambulette/ambulance services, or durable medical equipment.

While there are some concerns with the findings in the report, I nevertheless find Dr. Shebairo's IME report sufficient to meet Respondent's burden of production. The burden now shifts to the Applicant as it is the Applicant's burden, ultimately, to establish the medical necessity of the services at issue. *See* Insurance Law § 5102; *Shtarkman v. Allstate Insurance Co.*, 2002 NY Slip Op 50568(U), 2002 WL 32001277 (App. Term 9th & 10th Jud. Dists. 2002) (burden of establishing whether a medical test performed by a medical provider was medically necessary is on the latter, not the insurance company).

#### **Analysis - Medical Necessity - Office/PT - DOS 8/1/19-8/29/19**

Applicant did not submit a formal rebuttal to address the June 6, 2019 IME report by Dr. Shebairo. In opposition, Applicant relies principally upon the Assignor's medical records. At the hearing, Applicant's counsel pointed to various medical records, including the June 10, 2019 physical therapy reevaluation report by Warda Javaid, PT, DPT, as the most contemporaneous examination report in the record, as well as the contemporaneous chiropractic May 29, 2019 re-exam reports by Ginger Chouinard, D.C.. Applicant's counsel asserted that these reports in addition to the contemporaneous treatment notes and other reports in the record demonstrated that the Assignor's injuries were not resolved at the time of the IME and that the continued physical therapy treatment at issue was medically necessary and justified.

After reviewing the relevant evidence and considering the oral arguments of the parties, I find that Applicant has rebutted Respondent's defense and has established, by a preponderance of credible evidence, that the re-evaluation and physical therapy services provided, subsequent to the second orthopedic IME cutoff, from August 1, 2019 to August 29, 2019, were medically necessary. The contemporaneous physical therapy examination reports and other medical reports in the record provide objective evidence of the Assignor's continuing disability and furnish sufficient justification for continued physical therapy treatment. The contemporaneous records documented, among other things, continued complaints of pain in the shoulders with some stiffness and tenderness, restricted ranges of motion in most planes particularly in the left shoulder, and diminished muscle strength. These findings were actually consistent with the findings reported at the IME, which Dr. Shebairo found to be subjective. I also do not find that Dr. Shebairo provided an adequate explanation for this conclusion, which diminishes the reliability of the report. *See Torres v. Garcia*, 59 A.D. 705, 874 NYS 2d 527 (2d Dept. 2009). I also note that the MRI revealed various tears in the left shoulder. The ongoing symptomology and deficits revealed in the medical records are irreconcilable with the IME doctor's diagnosis of resolved injuries and recommendation of no further treatment. When faced with two inconsistent, but credible opinions, deference would be accorded to the treating provider, who actually performed examinations, established treatment and diagnostic plans, made diagnoses and performed medical services for the Assignor. Ultimately, I find Applicant's supporting medical records and arguments to be more credible and persuasive than the June 6, 2019 IME report. Based on the totality of the evidence herein, I find that Applicant has rebutted Respondent's defense and established the medical necessity of the office evaluation and physical therapy services at issue herein. As Applicant has met its burden of persuasion, Applicant is entitled to reimbursement in the amount of \$862.17 for the physical therapy reevaluation of the Assignor and fourteen dates of physical therapy services provided to the Assignor, subsequent to the second orthopedic IME cutoff, from August 1, 2019 to August 29, 2019.

### **Conclusion**

For the reasons set forth herein, Applicant is awarded reimbursement in the total amount of \$1,539.54, with attorney's fees, interest and the arbitration filing fee as set forth below. This decision is in full disposition of all claims for no-fault benefits presently before this Arbitrator. Any further issues raised in the hearing record are held to be moot and/or waived insofar as not specifically raised at the time of the hearing.

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	Status
	Hector Melgar PT PC	07/08/19 - 07/31/19	\$677.37	Awarded: \$677.37
	Hector Melgar PT PC	08/01/19 - 08/16/19	\$492.57	Awarded: \$492.57
	Hector Melgar PT PC	08/19/19 - 08/29/19	\$369.60	Awarded: \$369.60
<b>Total</b>			<b>\$1,539.54</b>	<b>Awarded: \$1,539.54</b>

- B. The insurer shall also compute and pay the applicant interest set forth below. 11/04/2019 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Interest shall be computed from November 4, 2019, the AR-1 filing date, at the rate of 2% per month and ending with the date of payment of the award, 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

Respondent shall pay the Applicant attorney's fees in accordance with 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, Kihyun Kim, do hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

01/16/2021

(Dated)

Kihyun Kim

#### **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:**  
63f4af3fa00f6370675f82ba11c26d72

### **Electronically Signed**

Your name: Kihyun Kim  
Signed on: 01/16/2021