

American Arbitration Association

NO-FAULT ARBITRATION TRIBUNAL

In the Matter of the Arbitration between

DIRECT RX PHARMACY A/A/O

Applicant

-and-

GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY

Respondent

AAA ASSESSMENT NO.: 99-19-1147-2172 INSURER'S FILE NUMBER: 028894231-001-000

AAA CASE NUMBER:

MASTER ARBITRATION AWARD

I, Robyn D. Weisman, the undersigned MASTER ARBITRATOR, appointed by the Superintendent of Insurance and designated by the American Arbitration Association pursuant to regulations promulgated by the Superintendent of Insurance at 11 NYCRR 65-4.10, having been duly sworn, and having heard the proofs and allegations of the parties on February 8, 2021, make the following AWARD.

Part I. Summary of Issues in Dispute

Was the arbitrator correct in holding for the Applicant despite a non-compliance with a request verification requests and a claim that no proof of no-show to an IME was offered

Part II. Findings, Conclusions, and Basis Therefor

This is an arbitration involving a claim for reimbursement stemming from an automobile accident on September 30, 2015. The amount requested was \$ 2,190.78 for medications. Respondent had denied reimbursement for the failure of the Applicant to respond to verification requests. The arbitrator reviewed the evidence with respect to the verification requests and found in fact they were not responded to. There was apparently a denial of the bills on a failure to appear at an IME. This was not discussed by the arbitrator.

I am therefore remanding this case back to a new arbitrator to address all issues in this matter.

Accordingly,

1. ☐ the request for review is hereby denied pursuant to 11 NYCRR 65-4.10 (c) (4)
2. the award reviewed is affirmed in its entirety
3. x the award or part thereof in favor of ☐ applicant hereby reviewed is vacated and
x respondent

remanded for a new hearing ☐ before the lower arbitrator

x before a new arbitrator

4. ☐ the award in favor of the ☐ applicant hereby reviewed is vacated in its entirety
☐ respondent

—*or*—

5. ☐ the award reviewed is modified to read as follows:

A. The respondent shall pay the applicant no-fault benefits in the sum of

_____ Dollars (\$ _____), as follows:

Work/Wage Loss	\$ _____
Health Service Benefits	\$ _____
Other Reasonable and Necessary Expenses	\$ _____
Death Benefit	\$ _____
Total	\$ _____

B1. ☐ Since the claim(s) in question arose from an accident that occurred prior to April 5, 2002, the insurer shall compute and pay the applicant the amount of interest computed from _____ at the rate of 2% per month, compounded, and ending with the date of payment of the award, subject to the provisions of 11 NYCRR 65-3.9(c) (stay of interest).

B2. ☒ Since the claim(s) in question arose from an accident that occurred on or after April 5, 2002, the insurer shall compute and pay the applicant the amount of interest computed from _____ 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) (stay of interest).

C1. ☐ The respondent shall also pay the applicant \$65 _____ dollars (\$ 65 _____) for attorney's fees computed in accordance with 11 NYCRR 65-4.6(d). *The computation is shown below* (attach additional sheets if necessary).

1 hour

-or-

C2. ☐ The respondent shall also pay the applicant an attorney's fee in accordance with 11 NYCRR 65-4.6(e). However, for all arbitration requests filed on or after April 5, 2002, if the benefits and interest awarded thereon is equal to or less than the respondent's written offer during the conciliation process, then the attorney's fee shall be based upon the provisions of 11 NYCRR 65-4.6(b).

C3. ☐ Since the charges by the applicant for benefits are for billings on or after April 5, 2002, and exceed the limitations contained in the schedules established pursuant to section 5108 of the Insurance Law, no attorney's fee shall be payable by the insurer. See 11 NYCRR 65-4.6(i).

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

PART III. (Complete if applicable.) The applicant in the arbitration reviewed, having prevailed in this review,

A. the respondent shall pay the applicant

----- dollars (\$----- for attorney's fees computed in accordance with 11 NYCRR 65-4.10 (j). The computation is shown below (attach additional sheets if necessary)

B. If the applicant requested review, the respondent shall also pay the applicant SEVENTY-FIVE DOLLARS (\$75) to reimburse the applicant for the Master Arbitration filing fee.

This award determines all of the no-fault policy issues submitted to this master arbitrator pursuant to 11 NYCRR 65- 4.10

State of New York

County of Suffolk ☐ SS:

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

February 8, 2021

Date

Master Arbitrator's Signature

IMPORTANT NOTICE

This award is payable within 21 calendar days of the date of mailing. A copy of this award has been sent to the Superintendent of Insurance.

This master arbitration award is final and binding except for CPLR Article 75 review or where the award, exclusive of interest and attorney's fees, exceeds \$5,000, in which case there may be court review de novo (11 NYCRR 65- 4.10(h)). A denial of review pursuant to 11 NYCRR 65- 4.10 (c) (4) (Part II (1) above) shall not form the basis of an action de novo within the meaning of section 5106(c) of the Insurance Law. A party who intends to commence an Article 75 proceeding or an action to adjudicate a dispute de novo shall follow the applicable procedures as set forth in CPLR Article 75. If the party initiating such action is an insurer, payment of all amounts set forth in the master arbitration award which will not be subject of judicial action or review shall be made prior of the commencement of such action.

Date of mailing:_____