

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

ASAP Chiropractic, PC  
(Applicant)

- and -

Geico Insurance Company  
(Respondent)

AAA Case No. 17-19-1144-9274

Applicant's File No. 291117

Insurer's Claim File No. 0573097350101021

NAIC No. 35882

**ARBITRATION AWARD**

I, Mary Anne Theiss, 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: Claimant

1. Hearing(s) held on 03/29/2021  
Declared closed by the arbitrator on 03/29/2021

Neil Menashe, Esq. from Neil Menashe Attorney At Law P.C. participated by telephone for the **Applicant**

Elba Rieves, CR from Geico Insurance Company participated by telephone for the **Respondent**

2. The amount claimed in the Arbitration Request, **\$ 1,144.44**, 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  
Whether the denial of chiropractic care based upon a chiropractic exam by Ron Amidror, D.C. indicating the Claimant is no longer in need of chiropractic care or treatment was justified. The amount in question was \$1,144.44, amended by agreement of the parties to \$1,009.76 for dates of service January 16, 2019 to April 8, 2019.

4. Findings, Conclusions, and Basis Therefor

The Claimant was in an automobile accident on July 26, 2018, as a restrained driver when he was rear-ended. The Claimant sustained injuries to his head, neck, low back, left shoulder, and right knee. The Claimant treated with Jean Rhee, M.D. and Jun Hui Kang, M.D. The Claimant had a course of physical therapy, chiropractic care, and acupuncture treatment three times a week.

The Carrier requested an exam be done by Ronald Amidror, D.C. The exam was performed on January 3, 2019. Dr. Amidror indicated that the Claimant was an Engineer at the time of the accident and did not miss time from work. The Claimant had complaints of pain in the neck, mid-back, low back and right knee. He reported that his symptoms had been improving. All of the Claimant's range of motion testing was negative and there were no spasms noted.

Dr. Amidror diagnosed the Claimant with a cervical thoracic lumbar spine sprain/strain, all resolved. He deferred the Claimant's right knee complaints to the appropriate specialty. It was Dr. Amidror's opinion that there was no chiropractic disability. The Claimant was working full time and capable of working without restriction.

After a careful review of the progress notes, they are simple check-offs, there's no indication of what the prognosis is, the plan of care, or how the Claimant is responding to care or treatment.

A health provider's proof of a properly submitted statutory claim form, or its substantial equivalent, establishes a prima facie case of medical necessity. *Stephen Fogel Psychological, P.C. v. Progressive Casualty Ins. Co.*, 7 Misc.3d 18, 793 N.Y.S.2d 661 (App. Term 2d & 11th Dists. 2004), rev'd on other grounds, 35 A.D.3d 720, 827 N.Y.S.2d 217 (2d Dept. 2006). The Applicant successfully met the prima facie case. The Carrier in coming forth with the peer review then shifts the burden to the Applicant to come forward with rebuttal which they did not.

I find the denial was justified.

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 Madison

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

04/03/2021  
(Dated)

Mary Anne Theiss

#### **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:**  
540fcec7ed8eae92c9e02e879f80f106

### **Electronically Signed**

Your name: Mary Anne Theiss  
Signed on: 04/03/2021