

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

William L. King, M.D. P.C.
(Applicant)

- and -

LM General Insurance Company
(Respondent)

AAA Case No. 17-21-1227-9025

Applicant's File No. 99122

Insurer's Claim File No. 0462108940005

NAIC No. 33600

ARBITRATION AWARD

I, Veronica K. O'Connor, Esq., 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: Assignor

1. Hearing(s) held on 08/19/2022
Declared closed by the arbitrator on 08/19/2022

John Faris, Esq. from Law Offices of Eitan Dagan participated in person for the Applicant

Walid Mabrouk, Esq. from Marshall Dennehey Warner Coleman & Goggin, P.C. participated in person for the Respondent

2. The amount claimed in the Arbitration Request, **\$142.99**, 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 Applicant is entitled to reimbursement for an evaluation performed as a result of injuries allegedly sustained by the Assignor in an accident that occurred on July 10, 2021.

The Respondent issued a denial calculated in accordance with the terms of a PPO contract between the Applicant and Coventry.

4. Findings, Conclusions, and Basis Therefor

Pursuant to 11 NYCRR 65-4 (Regulation 68-D), Section 65-4.5(o)(1), 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 decision below is based upon a review of all documents on file in the ADR Center maintained by the American Arbitration Association as of the date of this hearing, as well as any oral arguments of the parties and any testimony given during the hearing.

The Assignor was involved in a motor vehicle accident on 7-10-21. The documentation submitted indicates that the Assignor was a passenger in the vehicle when the accident occurred.

The Respondent's submission contained an Affidavit prepared by Jessica Williams, notarized on 12-16-21, indicating the following:

...Effective December 8, 2017, William L. King, MD, PC (the "Provider") one hand and Aetna, on the other hand, entered into a Provider Agreement, (the "Agreement"), which included the Worker's Compensation and Auto Product Addendum....

The reimbursement rate as set forth in the Auto Service and Rate Exhibit shall be the lesser of (i) 100% of Aetna Market Fee Schedule (the "AMFS"), or (ii) 60% Allowable Amount, or (iii) 60% of Eligible Billed Charges. The AMFS is Aetna's confidential and proprietary information, is based on the contracted location where the services are performed and is updated periodically....

The bill for claimant [the Assignor] for date of service 9/22/2021 was priced in accordance with the Agreement.

The Applicant's billing for the evaluation was \$274.99. On 10-4-21, the Respondent issued a denial to the Applicant, based upon fee reductions calculated in accordance with a Coventry PPO contract. The Respondent's denial indicated that the allowable amount was \$220.00. In accordance with the Coventry agreement, the Applicant was then entitled to 60% of the allowable amount. The Respondent issued reimbursement in the amount of \$132.00, leaving a balance of \$142.99.

Based upon a review of the documentation provided by the Respondent, it is clear that the Applicant was subject to a Coventry PPO contract, which became effective December 8, 2017.

With regards to the evaluation performed on 9-22-21, the reimbursement issued to the Applicant was calculated in accordance with the terms of the Coventry PPO contract. As such, no further reimbursement is warranted.

Accordingly, Applicant's claim is denied in its entirety.

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, Veronica K. O'Connor, Esq., do hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

09/19/2022
(Dated)

Veronica K. O'Connor, Esq.

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:
a067e855e0e2e38f758560a3f9794c01

Electronically Signed

Your name: Veronica K. O'Connor, Esq.
Signed on: 09/19/2022