

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Triborough ASC  
(Applicant)

- and -

American Transit Insurance Company  
(Respondent)

AAA Case No. 17-22-1280-2834

Applicant's File No. 00106806

Insurer's Claim File No. 106905801

NAIC No. 16616

### **ARBITRATION AWARD**

I, Susan Haskel, 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: EIP

1. Hearing(s) held on 10/11/2023  
Declared closed by the arbitrator on 10/11/2023

Justin Rosenbaum, Esq. from Drachman Katz, LLP participated virtually for the Applicant

Ed Marion, Esq. from American Transit Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$3,027.18**, 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

#### Background

On September 4, 2019, EIP was a then-50-year-old woman involved in an accident. Following the collision, EIP complained of headaches and injury to the neck, mid back, low back, shoulder, and knee. EIP sought and received treatment, including epidural steroid injections provided on June 11, 2021. Applicant purports it billed Respondent for charges related to the injections and Respondent denies receipt of the bill. Respondent also raises a lack of coverage defense.

### Issues in Dispute

The issues in dispute are whether Applicant has made a prima facie showing of entitlement to payment and, if so, whether there is coverage.

#### 4. Findings, Conclusions, and Basis Therefor

This award was decided on the basis of the documents submitted by the parties, the arguments raised at the hearing, which was held by videoconference.

### Bill Not Received

Respondent denies receipt of Applicant's bill. In support of its position, Respondent has submitted the affidavit of Lisette Ramos, a No-Fault examiner employed by Respondent. In support of its position that it timely mailed the bill, Applicant has submitted a stamped, signed postal ledger with a line bearing EIP's name and the date of service and listing Respondent as addressee. Following the hearing I carefully reviewed the ledger. I note from my review that the address of mailing in the ledger is stated to be "725 Broadway, Freeport, NY 1520." The address for American Transit in the NF-10 is 5 Broadway, not 725 Broadway. The receipt stamp on the NF-2 within Respondent's submissions also states the location of receipt as 5 Broadway, Freeport, NY.

I have weighed Ms. Ramos' affidavit denying receipt of the bill against the postal ledger. I find that I am more convinced by Respondent that the bill was not received in this instance. The claim is hereby denied. I do not reach the parties' remaining contentions.

#### 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 NJ  
SS :  
County of Essex

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

10/31/2023  
(Dated)

Susan Haskel

#### **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:**  
20c1d6333526badf1f470de7a0b101a3

**Electronically Signed**

Your name: Susan Haskel  
Signed on: 10/31/2023