

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Rutland Medical, PC (Applicant)	AAA Case No.	17-22-1241-7447
- and -	Applicant's File No.	RFA22-305094
	Insurer's Claim File No.	0591038617 2HF
Allstate Fire & Casualty Insurance Company (Respondent)	NAIC No.	29688

ARBITRATION AWARD

I, Brett Hausthor, 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: patient

1. Hearing(s) held on 11/06/2023
Declared closed by the arbitrator on 11/06/2023

Sheetal Paul, Esq. from The Russell Friedman Law Group LLP participated virtually for the Applicant

Ed Marion, Esq. from outside counsel participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$1,249.79**, was AMENDED and permitted by the arbitrator at the oral hearing.

The amount in dispute, as amended, is \$1,194.12, based on a partial payment of \$55.67.

Stipulations WERE NOT made by the parties regarding the issues to be determined.

3. Summary of Issues in Dispute

In dispute are the Applicant's bills for physical therapy and an office visit provided to the injured party from September 30, 2020 through December 8, 2020 as a result of injuries sustained in a motor vehicle accident on June 27, 2020.

Respondent denied the claims based on an Independent Medical Examination performed by Dr. Ernesto Seldman on October 7, 2020 which found that no further treatment was medically necessary. Respondent also raises a 12 unit rule for a portion of the claims which Respondent provides support for in the form of payments issued for specific service dates. Therefore, no additional reimbursement is due and owing for those specific service dates.

Applicant has provided a proof of mailing for the services provided on September 30, 2020 which shows that the claim was submitted to Respondent on November 12, 2020 and no denial or request for verification was provided. Therefore, reimbursement for said services is hereby due and owing in the amount of \$137.13.

Applicant also seeks payment for chiropractic services provided from November 10, 2020 through November 12, 2020 to the injured party as a result of injuries sustained in a motor vehicle accident on June 27, 2020.

Respondent denied the claims based on an Independent Chiropractic Examination performed by Philip Cilio, D.C. on October 10, 2020 which found that no further treatment was medically necessary.

4. Findings, Conclusions, and Basis Therefor

Respondent's Independent Medical Examination performed by Dr. Seldman on October 7, 2020 indicates that this 56 year old male was a driver involved in a motor vehicle accident on June 27, 2020. He was subsequently provided with conservative treatment which included physical therapy, acupuncture treatment and chiropractic treatment.

Respondent's examination of the cervical spine was normal. Respondent's examination of the thoracic spine was normal. Respondent's examination of the lumbar spine was normal. Respondent's examination of the shoulders, elbows, wrists/hands, knees, hips, ankles and feet was normal. Based on this examination, Respondent contends that the various sprains/strains were resolved and that no further treatment was medically necessary.

When seen by Applicant for a follow up evaluation on October 13, 2020, symptoms and complaints persisted. Range of motion restrictions were noted in the cervical spine, thoracic spine and lumbar spine. Based on this examination, physical therapy was recommended to continue. When seen by Applicant for a follow up evaluation on November 10, 2020, symptoms and complaints persisted. Range of motion restrictions were noted in the above areas. Based on this examination, physical therapy was recommended to continue.

Based on the documentation presented, I find, as a matter of fact, that the physical therapy and office visit provided was medically necessary. Applicant has provided sufficient documentation to satisfactorily refute the findings revealed in Respondent's I.M.E. Issues remained and further treatment was medically necessary in the form of the performance of the disputed services. Reimbursement as requested is hereby due and owing.

Respondent's Independent Chiropractic and Acupuncture examination performed by Philip Cilio, D.C., M.S., L.Ac. on October 10, 2020 reveals a normal examination of the cervical spine, a normal examination of the upper extremities, a normal examination of the thoracic spine, a normal examination of the lower extremities and normal examination of the lumbosacral spine. Respondent's acupuncture examination revealed resolved qi and blood stagnation in the various channels.

Based on the documentation presented, I find, as a matter of fact, that the chiropractic services provided from November 10, 2020 through November 12, 2020 were not medically necessary. Applicant has failed to provide a fact specific chiropractic examination performed at or near the time of Respondent's I.M.E. Reimbursement as requested is hereby denied for said services.

- 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	Amount Amended	Status

	Rutland Medical, PC	09/30/20 - 09/30/20	\$137.13	\$137.13	Awarded: \$137.13
	Rutland Medical, PC	10/26/20 - 11/04/20	\$366.60	\$310.95	Denied
	Rutland Medical, PC	11/10/20 - 11/12/20	\$249.54	\$249.54	Denied
	Rutland Medical, PC	11/10/20 - 11/10/20	\$68.82	\$68.82	Awarded: \$68.82
	Rutland Medical, PC	11/24/20 - 12/03/20	\$305.50	\$305.50	Awarded: \$305.50
	Rutland Medical, PC	12/07/20 - 12/08/20	\$122.20	\$122.20	Awarded: \$122.20
Total			\$1,249.79		Awarded: \$633.65

B. The insurer shall also compute and pay the applicant interest set forth below. 03/10/2022 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Respondent shall pay interest from the filing date until the date that payment is made at two percent per month, simple interest, on a pro rata basis using a thirty (30) day month.

C. Attorney's Fees

The insurer shall also pay the applicant for attorney's fees as set forth below

Respondent shall pay Applicant an attorney's fee in accordance with 11 NYCRR 65-4.6(d) on the awarded claim.

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 NY
SS :
County of Queens

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

11/08/2023
(Dated)

Brett Hausthor

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:
8e670c839a22d89e7e1408628f5861f3

Electronically Signed

Your name: Brett Hausthor
Signed on: 11/08/2023