

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Metro Point Medical PC
(Applicant)

- and -

Country-Wide Insurance Company
(Respondent)

AAA Case No. 17-23-1285-5750

Applicant's File No. SSA23-107221

Insurer's Claim File No. 335881002

NAIC No. 10839

ARBITRATION AWARD

I, Gillian Brown, 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 11/22/2023
Declared closed by the arbitrator on 11/22/2023

Steven Super, Esq., from Super Associates P.C. participated virtually for the Applicant

Ellen Maisto, Esq., from Jaffe & Velazquez, LLP participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$3,957.92**, 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

Medical necessity is not at issue. The EIP was involved in a motor vehicle accident on 4/10/18. She received services from the claimant on 8/16/18 and 5/24/18 - 8/21/18. Respondent contends that the claims are premature, as there is still outstanding verification, and further that claimant has failed to establish that it has standing to bring the claim.

4. Findings, Conclusions, and Basis Therefor

Pursuant to 11 NYCRR §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 arbitrator may question any witness or party and independently raise any issue that the arbitrator deems relevant to making an award that is consistent with the Insurance Law and Department regulations. This hearing was conducted using documents contained in the ADR Center. Any documents contained in the ADR Center folder for this matter are hereby incorporated into this hearing. I have reviewed all relevant exhibits contained in the ADR Center maintained by the American Arbitration Association.

Decided herewith are two matters, which are identical except for dates of service. They involve the same claimant, EIP, respondent, accident, and issues. The matters are AAA # 17-23-1285-5749 and 17-23-1285-5750.

The record shows that upon receipt of the timely bills, respondent requested verification in both matters, in the form of a complete narrative report from the provider, and a valid signed Assignment of Benefits. In support of its defense, respondent has submitted an affidavit from Jessica Mena-Sibrian, who identifies herself as a No-Fault Litigation/Arbitration Supervisor, employed by the respondent. Ms. Mena-Sibrian discusses the procedures for reviewing claims, and mailing verification letters generally, and then describes her personal knowledge of the fact that respondent has never received the requested documents. Respondent further contends that since there is no signed Assignment of Benefits in either of these matters, claimant has failed to make its *prima facie* case that it has standing to bring the claims in question.

In both matters, claimant does not specifically challenge the propriety of the procedures utilized by respondent, nor does claimant contend that the letters in question were not actually mailed. Claimant's own submissions do not contain fully executed Assignments of Benefits, and the submissions speak for themselves on that issue. Rather, claimant contends that the defense must fail due to respondent's failure to include the suite number of the claimant on the letters. Claimant does not contest that the street address is correct; it is only the failure to include the claimant's specific suite number that is at issue.

As per 11 NYCRR 65-3.5(c), "[t]he insurer is entitled to receive all items necessary to verify the claim directly from the parties from whom such verification was requested." Information sought as additional verification is not necessarily that which can be found on the prescribed verification forms "but any information that the carrier finds necessary to properly review and process the claim." Westchester Medical Center v. Travelers Property & Casualty Ins. Co., 2001 WL 1682931 (Sup. Ct. Nassau Cty., Ralph P. Franco, J., Oct. 10, 2001).

Claimant has provided no evidence or testimony that it did not receive the letters. Respondent has established that the bills were received, and that the letters were mailed, to the claimant's proper street address. I find that the failure to include the suite number is not on its face fatal. Rather, claimant had an obligation to submit evidence or testimony that it never received same. Moreover, the claimant's failure to submit a

signed fully executed AOB in either matter means that it has not established that it even has standing to bring these claims.

The claims are dismissed without prejudice.

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 DISMISSED without prejudice

This award is in full settlement of all no-fault benefit claims submitted to this arbitrator.

State of NY
SS :
County of Erie

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

11/25/2023
(Dated)

Gillian Brown

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:
72fcbbc4fa0f40125b2d75072fd76050

Electronically Signed

Your name: Gillian Brown
Signed on: 11/25/2023