

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Rutland Medical, PC  
(Applicant)

- and -

Arch Insurance Company  
(Respondent)

AAA Case No. 17-22-1270-5644  
Applicant's File No. RFA22-310712  
Insurer's Claim File No. 8D335260095810A  
NAIC No.

### ARBITRATION AWARD

I, Camille Nieves, 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: Eligible Injured Person (AM)

1. Hearing(s) held on 12/06/2023  
Declared closed by the arbitrator on 12/06/2023

Helen Feingersh from The Russell Friedman Law Group LLP participated virtually for the Applicant

Esis, Inc. from Esis, Inc. failed to appear for the Respondent

2. The amount claimed in the Arbitration Request, **\$2,089.29**, was AMENDED and permitted by the arbitrator at the oral hearing.

Applicant amended the amount in dispute to 1998.59 based on the fee schedule.

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

3. Summary of Issues in Dispute

Applicant seeks reimbursement for treatment provided to the EIP, a 15 year old male bicyclist, from 9/23/20 to 11/30/21 following a motor vehicle accident on 9/2/20. The charges were not denied and no submissions were made by respondent nor did respondent appear at the hearing.

4. Findings, Conclusions, and Basis Therefor

Applicant seeks reimbursement for treatment provided to the EIP, a 15 year old male bicyclist, from 9/23/20 to 11/30/21 following a motor vehicle accident on 9/2/20. The charges were not denied and no submissions were made by respondent nor did respondent appear at the hearing.

An NF10 is submitted which indicates ESIS paid a claim to this provider for this EIP for treatment from 4/27/21 to 5/7/21 arising out of the same accident.

Applicant submits proof of mailing for all the bills to Arch Ins. Co. in New Jersey. The NF3s are addressed to Arch in New Jersey.

The AAA notified ESIS in Scranton, PA about the hearing, not Arch Ins. Co. ESIS issued the NF10s and paid the other bills associated with this claim.

An applicant establishes a prima facie showing of its entitlement to no-fault benefits as a matter of law by submitting evidentiary proof that the prescribed statutory billing forms had been mailed and received and the payment of No-Fault benefits were overdue. *Westchester Medical Center v. Lincoln General Ins. Co.*, 60 A.D. 3d 1045, 877 N.Y.S.2d 340 (2d Dept. 2009); *Westchester Medical Center v. Clarendon National Ins. Co.*, 57 A.D. 3d 659, 868 N.Y.S. 2d 759 (2d Dept. 2008); *New York and Presbyterian Hosp. v. Allstate Ins. Co.*, 31 A.D. 3d 512, 818 N.Y.S. 2d 583 (2d Dept.2006); *LMK Psychological Services, P.C. v. Liberty Mut. Ins. Co.*, 30 A.D. 3d 727, 816 N.Y.S. 2d 587 (3d Dept. 2006); *Nyack Hospital v. Metropolitan Property & Casualty Insurance Co.*, 16 A.D.3d 564, 791 N.Y.S. 2d 658 (2d Dept. 2005). Applicant submits the NF3 and proof of mailing which are sufficient to demonstrate a prima facie case and no issues were raised in this regard.

Respondent failed to pay or deny the claim within 30 days of presentation, as required by 11 NYCRR §65-3.19(e)(3).

The charges are due and owing with interest on each bill running from thirty days after mailing plus 5 days for receipt.

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	09/23/20 - 09/23/20	\$104.07		Awarded: \$104.07
	Rutland Medical, PC	10/07/20 - 10/22/20	\$343.80		Awarded: \$343.80
	Rutland Medical, PC	10/07/20 - 10/20/20	\$333.80		Awarded: \$304.13
	Rutland Medical, PC	10/22/20 - 10/22/20	\$61.10		Awarded: \$55.67
	Rutland Medical, PC	11/11/20 - 11/11/20	\$280.12		Awarded: \$280.12
	Rutland Medical, PC	11/30/20 - 11/30/21	\$5.43		Withdrawn with prejudice
	Rutland Medical, PC	11/30/20 - 11/30/20	\$127.41		Awarded: \$127.41
	Rutland Medical,	12/21/20 -	\$394.90		Awarded:

	<b>PC</b>	<b>01/06/21</b>			<b>\$359.80</b>
	<b>Rutland Medical, PC</b>	<b>01/07/21 - 01/07/21</b>	<b>\$280.12</b>		<b>Awarded: \$280.12</b>
	<b>Rutland Medical, PC</b>	<b>02/24/21 - 02/24/21</b>	<b>\$61.10</b>		<b>Awarded: \$55.67</b>
	<b>Rutland Medical, PC</b>	<b>03/26/21 - 03/26/21</b>	<b>\$87.80</b>		<b>Awarded: \$87.80</b>
	<b>Rutland Medical, PC</b>	<b>04/27/21 - 05/07/21</b>	<b>\$9.64</b>		<b>Withdrawn with prejudice</b>
<b>Total</b>			<b>\$2,089.29</b>		<b>Awarded: \$1,998.59</b>

B. The insurer shall also compute and pay the applicant interest set forth below. 11/17/2020 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Interest shall be computed from the dates indicated below at a rate of 2% per month, simple, ending with the date of payment of the award.

DOS Interest accrual date

9/23/20 11/17/20

10/7-10/20 12/8/20

10/7-10/22 12/8/20

10/22 12/8/20

11/11 12/23/20

11/30 1/15/21

12/21-1/6 2/18/21

1/7 2/12/21

2/24 4/16/21

3/26 6/1/21

C. Attorney's Fees

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

Pursuant to 11 NYCRR 65-4.6, 20% of the amount of first party benefits, plus interest thereon, subject to a maximum of \$1360.00.

- 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 FL  
SS :  
County of Osceola

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

12/08/2023  
(Dated)

Camille Nieves

#### **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:**  
6006847fedca92d461a68bdd7d41d68a

**Electronically Signed**

Your name: Camille Nieves  
Signed on: 12/08/2023