

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

LR Medical PLLC  
(Applicant)

- and -

Maya Assurance Company  
(Respondent)

AAA Case No. 17-23-1295-3354

Applicant's File No. TLD23-1022970

Insurer's Claim File No. 210342-01

NAIC No. 36030

**ARBITRATION AWARD**

I, Lisa Capruso, 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 12/08/2023  
Declared closed by the arbitrator on 12/08/2023

Jodi-Ann Chambers, Esq. from Thwaites, Lundgren & D'Arcy Esqs participated virtually for the Applicant

Angeliki Kokkosis, Esq. from De Martini & Yi, LLP participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$574.15**, 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

Applicant seeks additional reimbursement for x-rays and ligament laxity analysis conducted for the Assignor, a 36-year-old female, on 7/26/21, after an accident of 6/15/21.

Respondent issued a partial reimbursement citing fee schedule grounds.

4. Findings, Conclusions, and Basis Therefor

Applicant submitted a claim to the Respondent for radiology services rendered to the Assignor after an automobile accident that occurred on 6/15/21. Assignor, a passenger in the vehicle, alleged injuries to the left shoulder, neck and back as a result. In dispute is date of service 7/26/21 for which the Applicant submitted a bill for x-rays and a cervical ligament laxity analysis.

A no-fault provider establishes its prima facie entitlement to judgment by submitting proper evidentiary proof that it generated and mailed the prescribed statutory billing forms to the insurer, that the insurer received it, and that the no-fault benefits were overdue. *Mary Immaculate Hosp. v. Allstate Ins. Co.* 5 A.D. 3d 742-43 (2d Dept. 2004).

Respondent issued a partial reimbursement citing fee schedule grounds. Respondent has the burden to come forward with competent evidentiary proof to support its fee schedule defenses. *Robert Physical Therapy P.C. v. State Farm Mutual Auto Ins. Co.*, 13 Misc. 3d 172, 2006. Respondent's partial payment for the cervical x-rays is upheld. The denial indicated that the claim for the cervical ligament laxity analysis was previously billed. At the time of the hearing, Respondent uploaded the previous bill which showed that the prior claim was actually for a lumbar ligament laxity analysis. As such, Respondent's denial of this claim cannot be upheld. However, Applicant's reimbursement is to be pursuant to CPT code 76120 which is reimbursable at \$163.51.

Accordingly, the Applicant is entitled to additional reimbursement in the amount of \$163.51 for the claim in dispute.

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	Status
	LR Medical PLLC	07/26/21 - 07/26/21	\$574.15	Awarded: \$163.51
Total			\$574.15	Awarded: \$163.51

- B. The insurer shall also compute and pay the applicant interest set forth below. 04/15/2023 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Since the motor vehicle accident occurred after April 5, 2002, interest shall be calculated at the rate of two percent per month, simple, calculated on a pro rata basis using a 30-day month. 11 NYCRR 65-3.9(a). In accordance with 11 NYCRR 65-3.9c, interest shall be paid on the claims totaling \$163.51 from 4/15/23, the date the arbitration was commenced.

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), i.e., 20 percent of the amount of first party benefits, plus interest thereon with no minimum fee and a maximum fee 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 NJ

SS :

County of Hudson

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

12/11/2023

(Dated)

Lisa Capruso

**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:**

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### **Electronically Signed**

Your name: Lisa Capruso  
Signed on: 12/11/2023