

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Accelerate Radiology PC d/b/a Precision
Accelerad
(Applicant)

- and -

Avis Budget Group
(Respondent)

AAA Case No.	17-23-1295-9089
Applicant's File No.	2789222
Insurer's Claim File No.	228014310
NAIC No.	Self-Insured

ARBITRATION AWARD

I, Alina Shafranov, 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 11/29/2023
Declared closed by the arbitrator on 11/29/2023

Neda Melamed, Esq. from Israel Purdy, LLP participated virtually for the Applicant

Ivanna Chiow, Esq. from Avis Budget Group participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$1,970.90**, 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

The Assignor, "TM", a 35-year-old male was involved in a motor vehicle accident as a passenger on April 1, 2022. The Assignor sought medical treatment for his injuries sustained in the accident, and eventually was referred for MRI testing of the cervical and lumbar spine which was performed on 5/18/22, for which Applicant seeks reimbursement. Respondent asserts that the bill was not received prior to the arbitration, and therefore the claim must be dismissed without prejudice.

4. Findings, Conclusions, and Basis Therefor

This case was decided on the submissions of the Parties as contained in ADR Center maintained by the American Arbitration Association and the oral arguments of the parties' representatives. This hearing was conducted remotely on the Zoom platform. There were no witnesses present at the hearing. I reviewed the documents contained in the ADR Center for both parties and make my decision in reliance thereon.

According to 11 NYCRR 65-1.1, "Proof of Claim, in the case of a claim for health service expenses, the injured person or that person's representative shall submit written proof of claim to the Company, as soon as reasonably practicable, but in no event later than 45 days after the date services are rendered."

Respondent contends that the bill at issue herein was not received prior to arbitration. Respondent has proffered the Affidavit of Ivanna Chiow, claims and litigation representative, employed by Respondent. Ms. Chiow asserts that Sedgwick Claims Management Services, Inc. ("Sedgwick") is a third-party claims administration company which is authorized to handle all New York No-Fault claims for vehicles owned and self-insured by Avis Budget Group. She stated that all of Avis's New York No-Fault claims are handled by Sedgwick at various locations and that she personally handles claims out of the Cleveland, Ohio office, which receives mail at P.O. Box 94696, Cleveland, OH 44101. Ms. Chiow stated further that Sedgwick is not an insurer of vehicles. She stated that there are no records of receiving the bill at issue herein. Respondent's representative highlighted the fact that the proper address for submission of Avis No-Fault claims to Sedgwick is PO Box 94696, Cleveland, OH 44101. She noted that the Applicant submitted its bill to Sedgwick Claims Mgt., C/O Sedgwick CMS PO Box 14156, Lexington, KY 40512. She argued that Applicant mailed the claim to an incorrect address. Respondent's representative argued that the Assignor was aware of the correct mailing address because the No-Fault application was mailed to the Cleveland, Ohio address.

As proof of timely mailing of its bill, Applicant has submitted a Certificate of Mailing date stamped by the USPS on May 25, 2022. The Certificate sets forth that the bill was mailed to Sedgwick Claims Mgt., C/O Sedgwick CMS PO Box 14156, Lexington, KY 40512. Applicant's counsel argued that this Certificate proves that the bill was submitted to the Respondent within 45 days. She argued that Respondent confirmed receipt of the bill by way of a Sedgwick letter dated 7/25/22 from the Lexington, Kentucky address.

Respondent's representative countered that the letter sent by Sedgwick confirmed that they were unable to match the document, and that this is further proof that the Lexington, KY office has no way of ascertaining where the bill should be forwarded.

Upon reviewing the weight and the credibility of the evidence presented, I find that I am persuaded by the Affidavit of Ms. Chiow that the bill at issue herein was never received. I find the Affidavit of Ms. Chiow sufficient to refute any presumption created by the Applicant's proof of mailing. Furthermore, Applicant's Certificate of Mailing confirms that the bill was not sent to the proper address used by Sedgwick for the handling of No-Fault claims. Moreover, the letter sent by Sedgwick on 7/25/22 is further

confirmation that the bill was not mailed to the correct address. Absent sufficient evidence that the bill was submitted to the proper address, Applicant has not established its prima facie case. As a result, the claim for this bill is dismissed without prejudice.

After reviewing all of the documents on file in the ADR Center maintained by the American Arbitration Association, and considering the arguments set forth by both sides, I find that the Applicant has failed to provide sufficient evidence to establish proper mailing of its bill therefore, the claim is 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 New York

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

12/26/2023
(Dated)

Alina Shafranov

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:
76b663bb2aff488863df395f3e790a93

Electronically Signed

Your name: Alina Shafranov
Signed on: 12/26/2023