

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Star Medical Diagnostic, PC
(Applicant)

- and -

Geico Insurance Company
(Respondent)

AAA Case No. 17-24-1334-3039
Applicant's File No. M08264
Insurer's Claim File No. 8734693460000001
NAIC No.

ARBITRATION AWARD

I, Melissa Melis, 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 09/06/2024
Declared closed by the arbitrator on 09/06/2024

Ashley Andrews-Santillo, Esq. from Munawar Law Firm, PLLC participated virtually for the Applicant

Andre Oge, Esq. from Rivkin & Radler LLP participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$966.54**, 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 patient, a 33 year old male driver was involved in an automobile collision on July 2, 2023. The Applicant conducted a left shoulder MRI on the patient on August 17, 2023. The claim of payment was denied based on the allegation that the Applicant did not provide responses to the post examination under oath verification requests within 120 days of the initial request. The issue is whether or not the Applicant is entitled to No-fault benefits.

4. Findings, Conclusions, and Basis Therefor

Applicant is seeking reimbursement for the left shoulder MRI performed on the patient on August 17, 2023. This hearing was conducted using the documents contained in the Electronic Case Folder (ECF) maintained by the American Arbitration Association. All documents contained in the ECF are made part of the record of this hearing and my decision was made after a review of all relevant documents found in the ECF as well as the arguments presented by the parties during the hearing.

In accordance with 11 NYCRR 65-4.5(o) (1), an arbitrator shall be the judge of the relevance and materiality of the evidence and strict conformity of the legal rules of evidence shall not be necessary. Further, the arbitrator may question or examine any witnesses and independently raise any issue that Arbitrator deems relevant to making an award that is consistent with the Insurance Law and the Department Regulations.

The Applicant submitted a bill to the Respondent for payment. The claim of payment was denied based on the alleged failure of the Applicant to submit a response to the post examination under oath verification requests within 120 days of the initial request.

This issue has been previously arbitrated by multiple arbitrators. I have reviewed the evidence including the affidavit of the Respondent's SIU investigator, the transcript of the examination under oath of Dr. Qureshi, the verification requests and responses as well as the prior arbitration awards and find that the Applicant has substantially complied with the requests. See, AAA Case no. 17-23-1296-5065 (S. Adelson, Arb.); 17-23-1286-9194 (M. Schuchmann, Arb.); 17-23-1301-7990 (S. Mandiberg, Arb.); 17-23-1287-3296 (J. O'Grady, Arb.); 17-23-1286-8507 (A. Marotta, Arb.); 17-23-1291-4382 (M. Maroney, Arb.); 17-23-1292-7289 (A. Bianchino, Arb.). The Applicant has substantially complied with the verification requests by its response on December 19, 2022 and January 10, 2023. As was stated by Arbitrator Paul Weidenbaum in his decision in AAA case number 17-23-1286-9141, "...The remainder of the verification requested by Respondent which was still outstanding after Respondent's receipt of the Applicant's 12/19/22 correspondence was either not within the Applicant's custody or possession, or was primarily concerned with the Applicant's finances, banking records, tax returns, and lease payment records, which are not necessary under any reasonable definition for the purpose of processing the Applicant's claim for No-Fault benefits...".

Based on all of the evidence, I find that the Respondent has failed to support the denial of payment and the Applicant is entitled to payment in the amount of \$966.54 for the left shoulder MRI performed on the patient on August 17, 2023.

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
	Star Medical Diagnostic, PC	08/17/23 - 08/17/23	\$966.54	Awarded: \$966.54
Total			\$966.54	Awarded: \$966.54

B. The insurer shall also compute and pay the applicant interest set forth below. 01/29/2024 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

11 NYCRR 65-3.9(a) provides, in pertinent part, "All overdue mandatory and additional personal injury protection benefits due an applicant or assignee shall bear interest at a rate of two percent per month, calculated on a pro rata basis using a 30 day month..." Since this claim was timely denied but the action was not instituted until 30 days after the date of the denial, interest is due at a rate of 2% per month, simple from the date after the date of filing of this arbitration until the date of payment of this award.

C. Attorney's Fees

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

The insurer shall pay the applicant an attorney's fee in accordance with 11 NYCRR 65-4.6(d) which states: "For all other disputes subject to arbitration or

court proceedings, subject to the provisions of subdivision (a) of this section, the attorney's fee shall be limited as follows: 20 percent of the total amount of first-party benefits and any additional first-party benefits, plus interest thereon for each applicant per arbitration or court proceeding, subject to a maximum fee of \$1,360..."

- 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 Suffolk

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

09/11/2024
(Dated)

Melissa Melis

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:
550d459a8086d61180a43b56bda1959a

Electronically Signed

Your name: Melissa Melis
Signed on: 09/11/2024