

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Right Choice Supply, Inc.  
(Applicant)

- and -

21st Century Centennial Insurance Company  
(Respondent)

AAA Case No.	17-24-1348-3279
Applicant's File No.	163698
Insurer's Claim File No.	7006442865-01-01
NAIC No.	34789

### ARBITRATION AWARD

I, Nada Saxon, 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 10/01/2024  
Declared closed by the arbitrator on 10/01/2024

Edilaine D'Arce from Law Offices of Eitan Dagan (Woodhaven) participated virtually for the Applicant

No appearance from 21st Century Centennial Insurance Company failed to appear for the Respondent

2. The amount claimed in the Arbitration Request, **\$873.32**, was AMENDED and permitted by the arbitrator at the oral hearing.

Applicant withdrew with prejudice its underlying claim pursuant to Respondent's payment of the principal, plus interest, on 6/20/24. However, Applicant indicates payment was made after filing. Therefore, Applicant seeks attorney's and filing fees.

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

3. Summary of Issues in Dispute

The Assignor (BSY) was a 67-year-old male involved in an accident on 8/9/23.

Applicant seeks attorney's and filing fees.

The issue is whether Applicant is entitled to attorney and filing fees.

4. Findings, Conclusions, and Basis Therefor

This case was conducted using the documents submitted by the parties in the ADR Center and the oral arguments of the parties. No witnesses testified at this hearing. Any further issues raised in the hearing record are held to be moot and/or waived insofar as not specifically raised at the time of the hearing.

On 5/17/24, Applicant filed for arbitration of its claim for a shoulder CPM device in the amount of \$873.32 provided 11/28/23-12/25/23. Respondent did not submit an evidentiary submission or appear at the arbitration. However, Applicant acknowledges payment of the claim plus interest was made on 6/20/24, but when arbitration was filed the claim was overdue and not yet paid. Accordingly, Applicant is entitled to attorney's fees pursuant to 11 NYCRR §65-4.6.

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
	<b>Right Choice Supply, Inc.</b>	<b>11/28/23 - 12/25/23</b>	<b>\$873.32</b>	<b>\$0.00</b>	<b>Awarded: \$0.00</b>
<b>Total</b>			<b>\$873.32</b>		<b>Awarded: \$0.00</b>

B. The insurer shall also compute and pay the applicant interest set forth below. 05/17/2024 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Interest was already paid and is not owed.

C. Attorney's Fees

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

This case is subject to the provisions as to attorney fee promulgated in the Sixth Amendment to 11 NYCRR 65-4 (Insurance Regulation 68-D). Applicant is awarded statutory attorney fees pursuant to the no-fault regulations. See, 11 NYCRR §65-4.6. The award of attorney fees shall be paid by the insurer. Accordingly, "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." Id.

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 CA  
 SS :  
 County of San Diego

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

10/11/2024  
(Dated)

Nada Saxon

**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:**  
31b012f1d14d3164792cdc7bcc90145f

**Electronically Signed**

Your name: Nada Saxon  
Signed on: 10/11/2024