

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Ramapo Anesthesiologist
(Applicant)

- and -

Allstate Insurance Company
(Respondent)

AAA Case No. 17-23-1311-5645

Applicant's File No. M22-704226

Insurer's Claim File No. K4027552201

NAIC No. 19232

ARBITRATION AWARD

I, Anne Malone, 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: EIP

1. Hearing(s) held on 10/14/2024
Declared closed by the arbitrator on 10/14/2024

Robert Cippitelli, Esq. from Shapiro & Associates, P.C. participated virtually for the Applicant

Adam Kass, Esq. from Merani Kamara Law Group participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$3,240.00**, was AMENDED and permitted by the arbitrator at the oral hearing.

The amount claimed was amended by the applicant to \$445.65 to conform to the appropriate fee schedule.

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

3. Summary of Issues in Dispute

The 70 year old EIP reported involvement in a motor vehicle accident on July 9, 2020; claimed related injury and received anesthesia services provided by the applicant on July 10, 2020.

The applicant claims to have submitted a claim for these medical services. It is the respondent's contention that this bill was not received.

The issue to be determined at the hearing is whether the applicant sustained its burden to establish a *prima facie* case of entitlement to no-fault benefits for the bill at issue.

4. Findings, Conclusions, and Basis Therefor

This hearing was held on Zoom and the decision is based upon the documents reviewed in the Modria File as well as the arguments made by counsel and/or representative at the arbitration hearing. Only the arguments presented at the hearing are preserved in this decision; all other arguments not presented at the hearing are considered waived.

It is well settled that an applicant establishes its *prima facie* showing of entitlement to No-Fault benefits by submitting evidentiary proof that the prescribed statutory billing forms had been mailed, received by the respondent and that payment of no fault benefits were overdue. See *Mary Immaculate Hospital v. Allstate Insurance Company*, 5 A.D. 3d 742, 774 N.Y.S.2d 564 (2d Dept. 2004.)

The applicant has submitted any proof of mailing of the bill at issue. Therefore, it has not met its initial burden to establish that the "prescribed statutory billing forms had been mailed and received by the respondent" and therefore did not establish with evidentiary proof its *prima facie* showing that the bill at issue was even mailed.

Under these circumstances, the burden did not shift to the respondent to establish that it was not received.

Accordingly, the claim is dismissed with prejudice.

Any further issues submitted in the record are held to be moot and/or waived insofar as not raised at the time of the hearing. This decision is in full disposition of all claims for no-fault benefits presently before this Arbitrator at this hearing.

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 DENIED in its entirety

This award is in full settlement of all no-fault benefit claims submitted to this arbitrator.

State of CT

SS :

County of Fairfield

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

10/24/2024
(Dated)

Anne Malone

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:

aada5a20139a8eba99b09f2b3b44a4d2

Electronically Signed

Your name: Anne Malone
Signed on: 10/24/2024