

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Brooklyn Medical Practice, PC
(Applicant)

- and -

American Transit Insurance Company
(Respondent)

AAA Case No. 17-24-1355-6495

Applicant's File No. AR24-24769

Insurer's Claim File No. 1122793-01

NAIC No. 16616

ARBITRATION AWARD

I, Keith Tola, 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 01/13/2025
Declared closed by the arbitrator on 01/13/2025

Alek Beynenson, Esq. from The Beynenson Law Firm, PC participated virtually for the Applicant

Erisa Ahmedi, Esq. from American Transit Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$1,088.31**, 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

This case stems from a New York motor vehicle accident which occurred on November 21, 2022, wherein the EIP allegedly sustained injuries. Applicant seeks compensation for physical therapy services, from August 7, 2023 through April 22, 2024. Respondent has not submitted its position statement and supporting evidence, as directed to in the AAA's initiation letter.

4. Findings, Conclusions, and Basis Therefor

This Award was issued upon consideration of the parties' arguments and upon review of the relevant evidence contained within the ADR Center files.

This case stems from a New York motor vehicle accident which occurred on November 21, 2022, wherein the EIP allegedly sustained injuries. Applicant seeks compensation for physical therapy services, from August 7, 2023 through April 22, 2024. As per the AAA's initiation letter of July 18, 2024, respondent had until August 19, 2024 to submit its position with supporting documentation. On August 16, 2024, respondent requested the AAA grant a 30 day extension for respondent to submit its supporting evidence. By letter from the AAA of the same date, an extension was granted. Respondent had until September 16, 2024 to make its evidentiary submission. It is now January 30, 2025 and respondent has not made a single evidentiary submission. In view of the foregoing, no defenses have been submitted, no denials, no pre-hearing brief, no coverage issues, etc. Given its non-participation, despite having been granted an extension, Respondent's defenses, if any, are precluded.

Applicant has provided sufficient proof of mailing all bills, except for the bill for dates of service April 1, 2024 through April 2, 2024, in the amount of \$100.92. As such, it is my finding that applicant has established its prima facie entitlement to benefits for all bills at issue, with the exception of the aforementioned bill for which no proof of mailing was submitted.

This claim is granted insofar as applicant is awarded \$987.39.

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
	Brooklyn Medical Practice, PC	08/07/23 - 08/23/23	\$160.93	Awarded: \$160.93
	Brooklyn Medical Practice, PC	09/18/23 - 09/29/23	\$134.56	Awarded: \$134.56
	Brooklyn Medical Practice, PC	10/17/23 - 10/29/23	\$194.57	Awarded: \$194.57
	Brooklyn Medical Practice, PC	11/14/23 - 11/21/23	\$67.28	Awarded: \$67.28
	Brooklyn Medical Practice, PC	12/05/23 - 12/26/23	\$194.57	Awarded: \$194.57
	Brooklyn Medical Practice, PC	01/04/24 - 01/25/24	\$100.92	Awarded: \$100.92
	Brooklyn Medical Practice, PC	02/15/24 - 02/28/24	\$100.92	Awarded: \$100.92
	Brooklyn Medical Practice, PC	03/26/24 - 03/26/24	\$33.64	Awarded: \$33.64
	Brooklyn Medical Practice, PC	04/01/24 - 04/22/24	\$100.92	Dismissed without prejudice
Total			\$1,088.31	Awarded: \$987.39

B. The insurer shall also compute and pay the applicant interest set forth below. 07/10/2024 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Respondent shall pay the applicant interest computed from the date each bill became overdue - 30 days from receipt of each bill, at the rate of 2% per month, simple, and ending with the date of payment of the award subject to the provisions of 11 NYCRR § 65-3.9(e).

C. Attorney's Fees

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

The insurer shall also pay the applicant for attorney's fees as set forth below Applicant is awarded statutory attorney fees pursuant to the no-fault regulations. See, 11 NYCRR Section 65-4.5(s)(2). The award of attorney fees shall be paid by the insurer. 11 NYCRR Section 65-4.5(e). Accordingly, "the attorney's fee shall be limited as follows: 20 percent of the amount of first-party benefits, plus interest thereon, awarded by the arbitrator or the court, subject to a maximum fee of \$850.00" Id. The minimum attorney fee that shall be awarded is \$60.00. 11 NYCRR Section 65-4.5(c). However, if the benefits and interest awarded thereon is equal to or less than the respondent's written offer during the conciliation process, then the attorney's fee shall be based upon the provisions of 11 NYCRR Section 65-4.6(i). For claims that fall under the Sixth Amendment to the regulation the following shall apply: "If the claim is resolved by the designated organization at any time prior to transmittal to an arbitrator and it was initially denied by the insurer or overdue, the payment of the applicant's attorney's fee by the insurer shall be limited to 20 percent of the total amount of first-party benefits and any additional first-party benefits, plus interest thereon, for each applicant with whom the respective parties have agreed and resolved disputes, subject to a maximum fee of \$1,360.00."

- 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 NY
SS :
County of Nassau

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

01/30/2025
(Dated)

Keith Tola

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:
2994f7ed6709ab358b3bcb15759e3ff2

Electronically Signed

Your name: Keith Tola
Signed on: 01/30/2025