

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Interventional Spine Medicine Treatment  
PLLC  
(Applicant)

- and -

Affirmative Direct Insurance Company  
(Respondent)

AAA Case No.	17-24-1360-5240
Applicant's File No.	NA
Insurer's Claim File No.	AD24030603
NAIC No.	10413

### **ARBITRATION AWARD**

I, Bryan Hiller, 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 02/04/2025  
Declared closed by the arbitrator on 02/04/2025

Robin Grumet, Esq. from Law Offices of Hillary Blumenthal LLC (Union City) participated virtually for the Applicant

Daniel Kauderer, Esq. from \*Abrams Fensterman, LLP participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$387.00**, 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

Whether Applicant is entitled to reimbursement for the treatment provide to the Assignor on April 30, 2024 based on Respondent's claim that the bills were never received or the global denial for material misrepresentation?

4. Findings, Conclusions, and Basis Therefor

Applicant seeks reimbursement, along with interest and counsel fees, under the No-Fault Regulations, for the costs associated with treatment provided to the Assignor on April 30, 2024 in connection with injuries sustained by Assignor in a motor vehicle accident on February 23, 2024. The treatment was not denied as the Respondent claimed that the bills were never received. This decision is based upon the written submissions of counsel for the respective parties as well as oral arguments. A hearing was conducted on February 4, 2025. I have reviewed the documents contained in the Record as of the date of the hearing. At the time of the hearing, Respondent indicated they were no longer pursuing a fee schedule defense so that defense is deemed abandoned.

Assignor, then 45 year old male, was involved in a motor vehicle accident on February 23, 2024. There were no records related to the Assignor's immediate post-accident care. Due to continued symptomology, Assignor came under the care of multiple conservative treatment providers including Applicant Interventional Spine Medicine Treatment PLLC. The treatment provided by Applicant Interventional Spine Medicine Treatment PLLC's facility on April 30, 2024 is at issue in this matter and the notes related to the services are attached to the Record.

With respect to these services, a review of the competent evidence in the record reveals that Applicant attempted to establish a prima facie case of entitlement to reimbursement of its claim by submitting evidence that the prescribed statutory billing form was mailed and received, and that the Respondent failed to either pay or deny the claim within the requisite 30-day period (see *Mary Immaculate Hospital v. Allstate Insurance Co.*, 5 A.D.3d 742, 774 N.Y.S.2d 564 (2nd Dept. 2004)).

Respondent argued that the bills for this date of service was never received and thus the claims were never denied.

Applicant's counsel argued that the bills were received by the Respondent and never denied. The bills in this matter were sent to "Affiliated F. M. Insurance Co., 300 Kimball Drive, Suite 200, Parsippany, NJ 07054."

Respondent indicated that the carrier, Affiliated F. M. Insurance Co., was not in any way affiliated with Respondent Affirmative Direct Insurance Company. Respondent argued that the proof of mailing clearly indicated the wrong insurance carrier and Affirmative Direct Insurance Company had no location in Parsippany, New Jersey. Respondent included an affidavit of non-receipt from program manager or Affirmative Direct Insurance Company, Andrew Don, which indicated that they were no located at "4450 Sojourn Drive, Suite 500, Addison, TX 75001", the address listed on the AR-1 and provided the valid address for Affirmative Direct Insurance Company.

After a review of the documents contained in the Record and in consideration of the arguments made by the parties at the hearing, I find Applicant failed to establish that the bill at issue was submitted to and received by Respondent for the purposes of their prima facie case. Applicant's bill and proof of mailing indicated that the bills were sent to the wrong insurance company and wrong address. I find Applicant's proof of mailing to be of no probative value and insufficient to establish that the bill at issue was submitted to and received by Respondent at a correct address for the purposes of Applicant's prima facie case (see *Viviane Etienne Medical Care, P.C. v. Country-Wide Ins. Co.*, supra). Without additional explanation by the Applicant in opposition to the affidavits of non-receipt and for the reasons noted above, Applicant's 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 Nassau

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

02/06/2025  
(Dated)

Bryan Hiller

**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:**  
aa7e4dab4768919957a63b776286826a

**Electronically Signed**

Your name: Bryan Hiller  
Signed on: 02/06/2025