

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Joseph A Raia MD PC
(Applicant)

- and -

MVAIC
(Respondent)

AAA Case No. 17-24-1359-5433

Applicant's File No. NA

Insurer's Claim File No. 702669

NAIC No. Self-Insured

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 03/19/2025
Declared closed by the arbitrator on 03/19/2025

Hillary Blumenthal, Esq. from Law Offices of Hillary Blumenthal LLC (Hoboken)
participated virtually for the Applicant

Craig Marshall, Esq. from Marshall & Marshall, Esqs. participated virtually for the
Respondent

2. The amount claimed in the Arbitration Request, **\$1,406.11**, 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 42 year old EIP reported involvement in a motor vehicle accident on August 1, 2023; claimed related injury and underwent an initial evaluation and Outcome Assessment Test (OAT) on August 2, 2023, follow-up office visits and OAT provided by the applicant on September 13, 2023, October 18, 2023 and November 22, 2023.

The applicant submitted a claim for these medical services, payment of which was delayed pending verification of the claim at issue, including a sworn notice of intention to make a claim, a complete household affidavit, police report, proof of residency and lack of insurance applicable to this claim.

The issue to be determined at the hearing is whether the respondent established that the claim is premature.

4. Findings, Conclusions, and Basis Therefor

This 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.

The EIP was allegedly involved in a motor vehicle accident on August 1, 2023. The issue here is a coverage issue, not one of outstanding verification request.

In order to make a *prima facie* case, the applicant needs to prove that a timely sworn notice of intention to make a claim was tendered to MVAIC. MB Advanced Equipment, Inc. v MVAIC, 48 Misc.3d 139[A], 2017 NY Slip Op 51848[U] (App, Term 2d Dept., 2d, 11th & 13th Dists. 2017.)

Since in this instance, the applicant/EIP did not establish that an affidavit providing MVAIC with a notice of intention to file a claim and other documentation, which are conditions precedent to the right to apply for payment from MVAIC, the applicant failed to establish its *prima facie* case.

Under these circumstances, the claim is premature and should be dismissed without prejudice, pending receipt of the sworn notice of intention to make a claim and a complete household affidavit.

Accordingly, the claim is dismissed without prejudice.

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

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 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.

03/21/2025

(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:
5a738a8dd07f3489aef6e480d35f77b8

Electronically Signed

Your name: Anne Malone
Signed on: 03/21/2025