

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. 17-24-1374-9934

Applicant's File No. AR24-26118

Insurer's Claim File No. 1136465

NAIC No. Self-Insured

ARBITRATION AWARD

I, Nancy Kramer Avalone, 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 HM

1. Hearing(s) held on 04/02/2025
Declared closed by the arbitrator on 04/02/2025

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

Peter Famuyide, Esq. from American Transit Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$1,833.62**, 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

Assignor HM was a 41-year old male reporting injuries from a motor vehicle accident on 9/23/2023. Applicant is seeking reimbursement for providing physical therapy treatment and follow up office visits to the Assignor from 10/5/2023 through 4/1/2024 in the amended amount of \$1,341.61.

Respondent reimbursed the Applicant for dates of service 10/5/2023 through 10/31/2023 (partial payment) and 11/1/2023 through 11/29/2023. Accordingly, the amount in dispute was reduced to \$1,341.61. The remaining dates of service were 12/4/2023 through 4/1/2023.

No other payments were made. No denial of claim forms were issued for the remaining dates of service. No verification requests were issued for services provided from 12/4/2023 through 4/1/2024.

In the absence of any defenses, the issue to be determined is whether the Applicant established its *prima facie* entitlement to reimbursement for dates of service 12/4/2023 through 4/1/2024.

4. Findings, Conclusions, and Basis Therefor

The matter herein was decided based upon the submissions of the parties as contained in the electronic file ("E-file") maintained by the American Arbitration Association (MODRIA), and the oral arguments of the parties' representatives. The hearing was held via a web-based video conferencing platform (ZOOM). I have reviewed the documents contained in the E-file, heard the arguments of the parties, and make my decision in reliance thereon.

Pursuant to 11 NYCRR § 65-4.5(o)(1), an arbitrator shall be the judge of the relevance and materiality of the evidence offered. The arbitrator may question any witness or party and independently raise any issue that the arbitrator deems relevant to making an award that is consistent with the Insurance Law and Department Regulations.

It is well settled that an Applicant establishes its *prima facie* entitlement to reimbursement by proof that it submitted its claim, setting forth the fact and amounts of the losses sustained, and that payment of no-fault benefits was overdue. (Insurance Law § 5106[a]); (*Viviane Etienne Med. Care v Country-Wide Ins. Co.*, 25 NY3d 498, 501 [2015]).

After reviewing the Record, I find that Applicant has established its *prima facie* case via mailing logs with the pertinent information: name of Applicant, name of Assignor, Insurer and dates of service. *See*, (*Residential Holding Corp. v Scottsdale Ins. Co.*, 286 AD2d 679 [2001]).

A No-Fault claim must be paid or denied within 30-calendar days after proof of claim is received. *See*, *New York Insurance Law Sec. 5106(a)*; *11 NYCRR 65-3.8(a)*; (*Presbyterian Hospital v. Maryland Cas. Co.*, 90 N.Y.2d 274, 660 NYS2d 536 [1997]). The insurer may extend that time frame by requesting additional verification.

There were neither denial forms nor verification requests for dates of service 11/30/2023 through 4/1/2024. Accordingly, no defenses were preserved by Respondent.

The claim, as amended, is granted to Applicant.

Applicant is entitled to statutory interest, statutory attorney fees and the filing fee, as set forth below. *This award 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 applicant is AWARDED the following:

A.

Medical		From/To	Claim Amount	Status
	Brooklyn Medical Practice, PC	10/05/23 - 10/31/23	\$226.17	Awarded: \$137.83
	Brooklyn Medical Practice, PC	11/01/23 - 11/29/23	\$403.68	Withdrawn with prejudice
	Brooklyn Medical Practice, PC	12/04/23 - 12/29/23	\$336.40	Awarded: \$336.40
	Brooklyn Medical Practice, PC	01/02/24 - 01/30/24	\$430.05	Awarded: \$430.05

	Brooklyn Medical Practice, PC	02/01/24 - 02/29/24	\$235.48	Awarded: \$235.49
	Brooklyn Medical Practice, PC	03/04/24 - 03/15/24	\$168.20	Awarded: \$168.20
	Brooklyn Medical Practice, PC	04/01/24 - 04/01/24	\$33.64	Awarded: \$33.64
Total			\$1,833.62	Awarded: \$1,341.61

- B. The insurer shall also compute and pay the applicant interest set forth below. 11/19/2024 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Interest runs from the **date noted above** until the date that payment is made at two percent per month, simple interest, on a pro rata basis using a thirty-day month.

C. Attorney's Fees

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

Respondent shall pay the Applicant attorney's fees in accordance with 11 NYCRR §65-4.6(d). As this matter was filed **after 02/04/2015**, this case is subject to the provisions promulgated by the Dept. of Financial Services in the Sixth Amendment to 11 NYCRR §65-4 (Ins. Reg. 68-D).

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

04/12/2025
(Dated)

Nancy Kramer Avalone

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:
ccb9790c0803bd5fa7a81b63ed4a7fbc

Electronically Signed

Your name: Nancy Kramer Avalone
Signed on: 04/12/2025