

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Comfort Rx Pharmacy Corp.
(Applicant)

- and -

MVAIC
(Respondent)

AAA Case No. 17-25-1380-7717

Applicant's File No. 181659

Insurer's Claim File No. 734312

NAIC No. Self-Insured

ARBITRATION AWARD

I, Ellen Cutler-Igoe, 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 06/13/2025
Declared closed by the arbitrator on 06/13/2025

Robin Grummet, Esq. from Law Offices of Eitan Dagan (Woodhaven) participated virtually for the Applicant

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

2. The amount claimed in the Arbitration Request, **\$1,399.70**, 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

Applicant seeks payment of charges for Naproxen 500mg (30 units) and Cyclobenzaprine 5 mg (30 units) dispensed to Assignor, a 19-year-old female pedestrian, on October 16, 2024, as a result of injuries Assignor sustained following a motor vehicle accident that occurred on October 5, 2024. Respondent alleged Assignor was not an eligible insured until such time as it received duly requested additional information and therefore, under no obligation to process the herein claim. The issue in dispute is whether Respondent is the proper entity to provide no fault benefits to Applicant/Assignor.

4. Findings, Conclusions, and Basis Therefor

This case was decided based upon the submissions of the parties as contained in the electronic case file maintained by the American Arbitration Association, and the oral arguments of the parties' representatives. Without opposition, documents uploaded to the electronic case file as of the hearing date were incorporated into the record. I have reviewed the exhibits for both parties and make my decision in reliance thereon. The hearing was conducted on a zoom platform.

Pursuant to 11 NYCRR 65-4.5(o)(1), the arbitrator shall be the judge of the relevance and materiality of the evidence offered and strict conformity to legal rules of evidence shall not be necessary. 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.

Assignor, a 19-year-old female pedestrian, reportedly sustained injuries following a motor vehicle accident that occurred on October 5, 2024. On October 16, 2024, Applicant dispensed Naproxen 500mg (30 units) and Cyclobenzaprine 5 mg (30 units) to Assignor and seeks payment of charges in the amount of \$1,399.70. Upon receipt of Applicant's NF3, Respondent duly requested additional verification and to date, in support of its nonpayment, proffered the following:

"Our position is to defend based on the fact that the injured party has failed to submit proof of no insurance from the offending vehicle. MVAIC requires several documents in order to consider the injured party for benefits with our corporation. These documents are:

- **Proof of Lack of Insurance:** This can be submitted in the form of a denial from the insurance carrier associated with the vehicle indicating there was no coverage on the date of the accident, a letter from the Department of Motor Vehicles from the state the vehicle is registered in stating there was no insurance coverage on the date of the accident, or an affidavit from the vehicle's owner stating there was no coverage on the date of the accident. MVAIC has not received this document. MVAIC has not received any of the aforementioned documents. Without these documents, MVAIC cannot consider the injured party for benefits with our corporation."

Applicant relied on its record in support of payment.

Analysis

It is well settled that a health care provider establishes its prima facie entitlement to payment as a matter of law by proof that it submitted a proper claim, setting forth the fact and the amount charged for the services rendered and that payment of no-fault benefits was overdue. See, Insurance Law § 5106 a; *Mary Immaculate Hosp. v. Allstate Ins. Co.*, 5 AD 3d 742, 774 N.Y.S. 2d 564 (2004). Here, I find that Applicant failed to

meet its prima facie burden of proof by a preponderance of the credible evidence in that Respondent is not liable for Assigor's claims until such time as Respondent possesses all necessary documentation to determine coverage. No other issues were presented for review.

Accordingly, for the foregoing reasons, 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, Ellen Cutler-Igoe, do hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

06/16/2025
(Dated)

Ellen Cutler-Igoe

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:
9086c763b44fe49d87e159719abb5e68

Electronically Signed

Your name: Ellen Cutler-Igoe
Signed on: 06/16/2025