

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Rockaway Complete Chiropractic PC (Applicant)	AAA Case No.	17-24-1377-4901
- and -	Applicant's File No.	186914
	Insurer's Claim File No.	BU-2024-01-27-0002-001
New York City Transit Authority (Respondent)	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 06/30/2025
Declared closed by the arbitrator on 06/30/2025

Michael Spector, Esq. from The Odierno Law Firm P.C. participated virtually for the Applicant

Laura Weiss, Esq. from Foley, Smit, O'Boyle & Weisman participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$2,553.73**, 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 46 year old EIP reported involvement in a motor vehicle accident on January 27, 2024; claimed related injury and underwent office visits, chiropractic treatment and EMG/NCCV testing provided by the applicant from February 20, 2024 to May 24, 2024.

The applicant claims to have submitted a claim for these medical services. It is the respondent's contention that the bills at issue were not received. They were included in the arbitration submissions on December 9, 2024. However, they were not sent to this respondent.

The issue to be determined at the hearing is whether the applicant sustained its burden to establish a *prima facie* entitlement to no-fault benefits for the bill at issue.

4. Findings, Conclusions, and Basis Therefor

This hearing was held on Zoom and the 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.

It is well settled that an applicant establishes its *prima facie* entitlement to no-fault benefits by submitting evidentiary proof that the prescribed statutory billing forms had been mailed, received by the respondent and that payment of no fault benefits was overdue. See Mary Immaculate Hospital v. Allstate Insurance Company, 5 A.D. 3d 742, 774 N.Y.S.2d 564 (2d Dept. 2004.)

The applicant has not met its initial burden to establish that the "prescribed statutory billing forms had been mailed and received by the respondent" and therefore did not establish with evidentiary proof its *prima facie* showing that the bills at issue were ever mailed to this respondent.

The applicant submitted proofs of mailing each of the bills at issue to City of New York, Office of Controller No Fault Division Once Centre Street, New York, NY 10007. This is not the address for New York City Transit Authority.

According to the AAA documents for this claim, the correct address for the respondent is New York City Transit Authority, 130 Livingston Street, 10th Floor, Brooklyn, NY 11201.

Under these circumstances, the burden did not shift to the respondent to establish that the bills at issue were not received.

Accordingly, the claim is dismissed with prejudice.

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

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 DENIED in its entirety

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.

06/30/2025
(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:
55656f5f1b94be16f70dc492bf094186

Electronically Signed

Your name: Anne Malone
Signed on: 06/30/2025