

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Purely Professional Pain Management, PC
(Applicant)

- and -

State Farm Mutual Automobile Insurance
Company
(Respondent)

AAA Case No. 17-24-1372-6269

Applicant's File No. PPPC 244.12,13

Insurer's Claim File No. 38-66Q6-87C

NAIC No. 25178

ARBITRATION AWARD

I, Lisa Abrams, 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: IP

1. Hearing(s) held on 07/10/2025
Declared closed by the arbitrator on 07/10/2025

Michael Lamond from Michael J. Lamond PC participated virtually for the Applicant

Mitchell Feder from Sarah C. Varghese & Associates participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$2,265.25**, 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

This arbitration arises out of medical treatment for the IP (MS), a 77-year-old male, related to injuries the IP sustained in a motor vehicle accident that occurred on April 26, 2024. Following the accident, the IP sought private medical attention. Applicant seeks reimbursement for services performed on behalf of the IP from July 11, 2024 through August 8, 2024. Respondent asserts that this arbitration should be dismissed on jurisdictional grounds because its policy is an out-of-state policy and is therefore not subject to the jurisdiction of New York State or this arbitration forum. Applicant argues that Respondent's defense should be precluded as it was submitted late. The issues in dispute are whether Respondent's defense is precluded and, if not, whether this forum has jurisdiction. Respondent also raised a fee schedule defense.

4. Findings, Conclusions, and Basis Therefor

This decision pertains to the following linked arbitrations: (i) AAA Case No. 17-24-1372-6269, and (ii) AAA Case No. 17-24-1372-6271. Documents in each ADR Center record are considered in each matter and for each decision. These cases were heard the same day. Applicant was represented by the same attorney. Respondent was represented by the same attorney. This decision applies to each of the aforementioned proceedings which was before me on July 10, 2025. Furthermore, these cases were 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. There were no witnesses. I reviewed the documents contained in MODRIA for both parties and make my decision in reliance thereon.

Applicant has established its *prima facie* case with 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 A.D.3d 742, 742-43 (2nd Dept. 2004); *Amaze Med. Supply Inc. v. Eagle Ins. Co.*, 2 Misc.3d 128(A) (App. Term 2003).

Applicant's objection to allowing Respondent's defense as part of the record is denied because arbitrators do not have the authority to create coverage where coverage does not exist.

The IP, a passenger in the car, is a New York resident who was injured in a motor vehicle accident that occurred in New Jersey. The vehicle the IP occupied was insured by Respondent under a Pennsylvania automobile insurance policy. Applicant, a New York business entity, rendered medical services to the IP in New York and submitted its claim to Respondent for reimbursement.

Respondent argues that the subject Pennsylvania policy does not provide personal injury protection (PIP) or medical payments coverage and that the Respondent is not subject to New York's Mandatory PIP requirements.

Applicant has not rebutted or refuted any of Respondent's contentions. Accordingly, after a careful review of the records and consideration of the parties' oral arguments, I find that that Applicant is not entitled to No-Fault benefits under the subject Pennsylvania policy. Based upon the foregoing, Applicant's claims are dismissed without prejudice.

This decision is in full disposition of all claims for No-Fault benefits presently before this Arbitrator. Any further issues raised in the hearing record are held to be moot, without merit, and/or waived insofar as not raised at the time of the 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 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, Lisa Abrams, do hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

07/12/2025
(Dated)

Lisa Abrams

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:
f353435fba6fc3dde2dc92d1cda600af

Electronically Signed

Your name: Lisa Abrams
Signed on: 07/12/2025