

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Centurion Midtown Anesthesia PLLC
(Applicant)

- and -

American Transit Insurance Company
(Respondent)

AAA Case No. 17-25-1380-5115

Applicant's File No. 24-11649

Insurer's Claim File No. 11432891

NAIC No. 16616

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 07/22/2025
Declared closed by the arbitrator on 07/22/2025

John Faris from The Law Office of Thomas Tona, PC participated virtually for the Applicant

Joanne Vu from American Transit Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$1,671.50**, was AMENDED and permitted by the arbitrator at the oral hearing.

Applicant amended the amount in dispute from \$1,671.50 to \$498.13 to conform to the fee schedule.

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 (JM), a 40-year-old male, related to injuries the IP sustained in a motor vehicle accident that occurred on January 16, 2024. Applicant seeks reimbursement for anesthesia provided on behalf of the IP on April 9, 2024. Respondent claims that it did not receive Applicant's bill. The issue in dispute is whether Applicant timely submitted its bill to Respondent.

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 argument of Applicant's counsel. There were no witnesses. I reviewed the documents contained in MODRIA for both parties and make my decision in reliance thereon.

Regarding Respondent's allegation that Applicant failed to timely submit its bill, the No-Fault Regulations Mandatory Personal Injury Protection Endorsement states:

Proof of Claim; Medical, Work Loss, and Other Necessary Expenses. In the case of a claim for health service expenses, the eligible injured person or that person's assignee or representative shall submit written proof of claim to the Company, including full particulars of the nature and extent of the injuries and treatment received and contemplated, as soon as reasonably practicable but, in no event later than 45 days after the date services are rendered. The eligible injured person or that person's representative shall submit written proof of claim for work loss benefits and for other necessary expenses to the Company as soon as reasonably practicable but, in no event, later than 90 days after the work loss is incurred or the other necessary services are rendered. The foregoing time limitations for the submission of proof of claim shall apply unless the eligible injured person or that person's representative submits written proof providing clear and reasonable justification for the failure to comply with such time limitation.

11 NYCRR 65-2.4(c). Emphasis supplied. Thus, by law, claims for health service expenses must be submitted to the insurer "no... later than 45 days after the date services are rendered." *Id.* See also, *Elmont Open MRI & Diagnostic Radiology, PC v New York Cent. Mut. Fire Ins. Co.*, 28 Misc.3d 1234(A) (N.Y. Dist. Ct. 2010).

Respondent asserts that it did not receive Applicant's bill in dispute. Respondent submitted the unsigned affidavit of Chevron Douglas to support its position. But because it is unsigned, I find that it has no substantive value.

Nevertheless, Applicant bears the burden to show that its bill was, in fact, timely mailed to Respondent.

The date of service for the bill at issue is April 9, 2024. Forty-five days from April 9, 2024 is May 24, 2024. Thus, Applicant bears the burden to show that the bill was, in fact, timely mailed to Respondent on or before May 24, 2024. In support of its claim, Applicant has submitted proof of mailing in the form of an email from the billing department dated November 24, 2024 asserting that this email sufficient proof of

mailing. I disagree. The email states the date of service but the wrong amount in dispute. It also states the date the claim was allegedly submitted, April 18, 2024, but does not state the IP's name.

I find that the email is insufficient because it does not state the office procedures or who even submitted the claim with personal knowledge. The email is signed "Billing Department." Applicant's email fails to make a sufficient connection to the bill at issue. Therefore, Applicant's claim is 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.

07/23/2025

(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:
d7febcd273fcd086c2be4cfd846eddfb

Electronically Signed

Your name: Lisa Abrams
Signed on: 07/23/2025