

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Painmatters Corp  
(Applicant)

- and -

Avis Budget Group  
(Respondent)

AAA Case No. 17-24-1354-3138

Applicant's File No. DK24-44302

Insurer's Claim File No. 248003088

NAIC No. Self-Insured

### ARBITRATION AWARD

I, Pamela Hirschhorn, 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: Injured Person

1. Hearing(s) held on 08/14/2025  
Declared closed by the arbitrator on 08/14/2025

Jennifer Raheb, Esq. from Korsunskiy Legal Group, P.C. participated virtually for the Applicant

Michele Rita, Esq. from Hollander Legal Group PC participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$2,292.00**, 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 injured person was a male (DOB 1/3/67) who was involved in the subject motor vehicle accident of January 18, 2024. The claim is for DME in the form of ultraviolet light therapy provided on March 8, 2024. The respondent maintains that the bill was not received and submitted the sworn to affidavit of Jim Hill, claims and litigation representative of Sedgwick Claims Management Services, Inc. ("Sedgwick"), in support of its position that the bill was not received.

The issue is whether the applicant established its prima facie entitlement to first-party no-fault benefits.

4. Findings, Conclusions, and Basis Therefor

The injured person was a male (DOB 1/3/67) who was involved in the subject motor vehicle accident of January 18, 2024. The claim is for DME in the form of ultraviolet light therapy provided on March 8, 2024. The respondent maintains that the bill was not received and submitted the sworn affidavit of Jim Hill, claims and litigation representative of Sedgwick Claims Management Services, Inc. ("Sedgwick"), in support of its position that the bill was not received.

A health care provider establishes its prima facie entitlement to first party No-Fault benefits under Article 51 of the Insurance Law, by submitting evidentiary proof that the prescribed statutory billing forms were mailed to and received by the insurer and that payment of No-Fault benefits are overdue. See, *Viviane Etienne Med. Care v. Country-Wide Ins. Co.*, 25 NY3d 498 (2015).

Mr. Hill stated that Sedgwick is a third party claims administration company and is authorized to adjust and handle all New York No-Fault claims for vehicles owned and self-insured by Avis Budget, LLC, and titled in the name of its various subsidiaries, including but not limited to its subsidiaries, Avis Car Rental, LLC, Budget Car Rental, LLC, Budget Truck Rental, LLC,

Zipcar, LLC, and Payless Car Rental, Inc. ("Avis"). Mr. Hill stated that all of Avis's New York No-Fault claims are handled by Sedgwick out of the Cleveland, Ohio office, which receives mail at P.O. Box 94696, Cleveland, OH 44101. Sedgwick is not an insurer of vehicles.

Mr. Hill stated that the claim number of 248003088 refers to a collision that occurred on 01/18/2024.

Mr. Hill stated that there is no record of receiving the bill from the applicant as the bill was faxed to the Workers Compensation Department of Sedgwick, who has no affiliation with Avis Budget Group.

Mr. Hill stated that Sedgwick represents various and diverse New York no-fault insurance carriers. Because these entities are competitive businesses in the same industry, Mr. Hill stated that Sedgwick is obligated to set up completely separate and unique claims handling operations and staff, and specifically separate mailing locations for all mail received on behalf of each entity that it handles claims for.

Mr. Hill stated that there is no overlap between teams and operations set up for different insurance carriers. Therefore, if a claim is mailed to the incorrect mailing location, or if it is sent to a P.O. Box that Sedgwick uses for a different insurance carrier's claims intake, the representatives from Sedgwick who receive mail at the incorrect location do not have access to the claims systems for other insurance carriers that Sedgwick handles claims for.

Mr. Hill stated that to allow all Sedgwick employees access to the claims handling systems for all of Sedgwick's clients would create a significant conflict of interest and therefore it is impossible to track mail sent to the wrong location or the incorrect PO Box, even if those other locations are controlled by other Sedgwick teams.

Although the applicant submitted a fax confirmation report referencing that the bill was allegedly faxed to Sedgwick at Fax no. 1-859-280-2832, this arbitrator finds that Mr. Hill set forth with specificity that the bill was not received as it was faxed to the Workers' Compensation Department of Sedgwick who has no affiliation with Avis Budget Group.

Accordingly, this arbitrator finds that the applicant failed to establish its prima facie entitlement to to first party no-fault benefits. The claim is denied.

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

08/15/2025  
(Dated)

Pamela Hirschhorn

**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:**  
5897ff72abe3f60275c5f7d6d782af6c

**Electronically Signed**

Your name: Pamela Hirschhorn  
Signed on: 08/15/2025