

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Tempo Acupuncture PC
(Applicant)

- and -

Avis Budget Group
(Respondent)

AAA Case No. 17-25-1400-4939

Applicant's File No. NA

Insurer's Claim File No. 248-043-292

NAIC No.

ARBITRATION AWARD

I, Alise Schor, 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 (AH)

1. Hearing(s) held on 12/11/2025
Declared closed by the arbitrator on 12/11/2025

Rajesh Barua, Esq. from Law Offices of Hillary Blumenthal LLC (Hoboken)
participated virtually for the Applicant

James Hill, Claims from Avis Budget Group participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$110.08**, 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 issue is whether Applicant is entitled to reimbursement for acupuncture services provided to Assignor (AH), a 33-year-old female, between January 24, 2025 and January 30, 2025 which were denied by Respondent based on a determination that the correct carrier is Hertz and the claim is not handled by Sedgwick CMS.

The services were rendered to Assignor by Applicant in connection with injuries she sustained as a passenger in a motor vehicle involved in an accident on December 8, 2024. The hearing was held via Zoom.

4. Findings, Conclusions, and Basis Therefor

It must be noted that there are three additional cases scheduled for hearings on this hearing day for two other passengers in this same vehicle, involved in this same accident, see AAA Case Nos.: 17-25-1395-6432, 17-25-1395-6488 and 17-25-1395-6764 which all involve this same defense. My decision will be the same for all four of these matters as the evidence and arguments presented is the same for all.

At the outset, I find that Applicant has established its prima facie showing of entitlement to reimbursement by submitting evidentiary proof that it submitted a claim setting forth the fact and amount of the loss sustained, and that payment of no-fault benefits were overdue. See Mary Immaculate Hospital v. Allstate Insurance Co., 5 A.D.3d 742, (2d Dept., 2004). See Citywide Social Work & Psychological Services, PLLC v. Allstate Ins. Co., 8 Misc 3d 1025 A (2005).

Respondent submits the Police Accident Report indicating that Assignor was in a Hertz vehicle. Respondent also submits an Affidavit of Jim Hill, a claims and litigation representative of Sedgwick Claims Management Services, Inc. ("Sedgwick") a third party claims administration company authorized to handle New York No-Fault claims for Avis Budget Group, sworn to on June 6, 2025. Mr. Hill attests that "the Applicant has filed against the incorrect entity in this action... the correct carrier is Hertz and the claim is not handled by Sedgwick CMS... I have performed an exhaustive search of my system, which has access to all Avis Budget Group claims and I can confirm that Avis Budget Group never received the bills in question, nor do we have any claim set-up for this individual, nor was this patient, (AH) or any individual related to this loss an Avis Budget Group renter or employee."

Applicant has not submitted any contrary evidence.

Accordingly, in light of the foregoing, based on the arguments of counsel, and after thorough review and consideration of all submissions, **Applicant's claim is dismissed without prejudice** so that Applicant may file against the proper carrier. Any additional issues raised in the record are held to be moot 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 SC
SS :
County of Beaufort

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

12/12/2025
(Dated)

Alise Schor

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:
0e75a48f06361e59985f31414dec1ee4

Electronically Signed

Your name: Alise Schor
Signed on: 12/12/2025