

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Hudson Valley Chiropractic Health Services
PC
(Applicant)

- and -

AAA Case No. 17-25-1391-0981
Applicant's File No. n/a
Insurer's Claim File No. AF-SPL-24-04451
NAIC No.

Accident Fund Insurance Company of
America
(Respondent)

ARBITRATION AWARD

I, Emily Bennett, 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: VQ

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

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

Attorney/Representative from Komodo Claims Inc. f/k/a Genoteq failed to appear for
the Respondent

2. The amount claimed in the Arbitration Request, **\$208.09**, 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 Assignor, VQ, a 59 year old male, was involved in a motor vehicle accident on 10/4/24. At issue in this case is \$208.09 for chiropractic treatment and evaluation performed on 11/14/24 through 11/26/24. At issue is whether Respondent supported its policy exhaustion defense.

4. Findings, Conclusions, and Basis Therefor

I have reviewed the documents contained in the ADR Center. Any evidence or case law not submitted to the record will not be considered on behalf of the parties. This decision is based upon the submissions of the parties and the arguments made by the parties at the hearing. Documents submitted after the closure of the hearing will not be permitted into the record. No applications were made at the hearing.

Applicant establishes its prima facie amount charged for the services rendered and entitlement to reimbursement with proof that it submitted a proper claim. See Viviane Etienne Med. Care v. Country-Wide Ins. Co., 25 N.Y.3d 498, 501 (2015); Mary Immaculate Hosp. v. Allstate Ins. Co., 5 A.D. 3d 742, 774 N.Y.S. 2d 564 (2nd Dept., 2004).

Applicant maintained its billing was submitted to Respondent. In support of its position, Applicant provided affidavits of service.

In review of the record, I agree with Applicant. I find Applicant's evidence sufficient to associate Applicant's submission of the instant claim to Respondent. Further, Respondent failed to submit any evidence of non-receipt of Applicant's billing. No briefs or position statements were uploaded by Respondent.

Based on the above, I find Applicant's evidence sufficient to establish its prima facie case.

Regarding Respondent's policy exhaustion defense, Respondent submitted a payment ledger showing Respondent paid \$52,075.70. At the hearing, Applicant argued Respondent failed to submit evidence confirming the policy limits. Based on the same, Applicant argued Respondent failed to support its policy exhaustion defense.

No policy declarations page was submitted to show the limits of VQ's policy. No brief or position statement was submitted by Respondent to support its defense. Further, no global denial, exclaiming the policy was exhausted, was submitted.

Pursuant to 11 NYCRR 65-4.5(o)(1) "The arbitrator shall be the judge of the relevance and materiality of the evidence offered". In review of the record, I find Applicant's position persuasive.

Since Respondent failed to submit any evidence or case law pertaining to the policy limits, I find the defense based on policy exhaustion cannot be sustained.

Based on the above, Applicant's claim is awarded in its entirety.

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 applicant is AWARDED the following:

A.

Medical		From/To	Claim Amount	Status
	Hudson Valley Chiropractic Health Services PC	11/14/24 - 11/14/24	\$57.30	Awarded: \$57.30
	Hudson Valley Chiropractic Health Services PC	11/21/24 - 11/21/24	\$57.30	Awarded: \$57.30
	Hudson Valley Chiropractic Health Services PC	11/26/24 - 11/26/24	\$93.49	Awarded: \$93.49
Total			\$208.09	Awarded: \$208.09

B. The insurer shall also compute and pay the applicant interest set forth below. 03/14/2025 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Interest shall be calculated at a simple rate of two percent per month calculated on a pro rata basis using a 30-day month.

C. Attorney's Fees

The insurer shall also pay the applicant for attorney's fees as set forth below

After calculating the sum total of the first-party benefits awarded in this arbitration plus the interest thereon, Respondent shall pay the applicant an attorney's fee equal to 20% of that total sum, subject to a maximum of \$1,360.00. See 11 NYCRR 65-4.6(d).

- D. The respondent shall also pay the applicant forty dollars (\$40) to reimburse the applicant for the fee paid to the Designated Organization, unless the fee was previously returned pursuant to an earlier award.

This award is in full settlement of all no-fault benefit claims submitted to this arbitrator.

State of NJ
SS :
County of Gloucester

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

12/13/2025
(Dated)

Emily Bennett

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:
2dafa99ff86f556f3eb4d59fc9e28696

Electronically Signed

Your name: Emily Bennett
Signed on: 12/13/2025