

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Pagoda Medical PC
(Applicant)

- and -

Progressive Casualty Insurance Company
(Respondent)

AAA Case No. 17-24-1360-8526

Applicant's File No. DK24-486133

Insurer's Claim File No. 243707156

NAIC No. 24260

ARBITRATION AWARD

I, Yael Aspir, 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 02/23/2026
Declared closed by the arbitrator on 02/23/2026

Artur Finkel from Korsunskiy Legal Group, P.C. participated virtually for the Applicant

Elizabeth Elidrissi from Law Offices of Rae L. Voss participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$2,547.78**, 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 IP, BK, a 62 year old male, was injured by a motor vehicle involved in an accident on 01/05/24. In dispute is the Applicant's claim for \$2,547.78, for treatment provided to the IP on 02/13/24.

Respondent denied the claim based on a lack of eligibility under the policy and additionally raised a fee schedule defense.

The issue to be determined is whether Respondent's defenses can be upheld.

4. Findings, Conclusions, and Basis Therefor

The case was decided on the submissions of the Parties as contained in the electronic 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 the electronic file for both parties and make my decision in reliance thereon.

It is well settled that a health care provider establishes its prima facie entitlement to payment as a matter of law by 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 AD 3d 742, 774 N.Y.S. 2d 564 [2004]; Amaze Med. Supply v. Eagle Ins. Co., 2 Misc. 3d 128A, 784 N.Y.S. 2d 918, 2003 NY Slip Op 51701U [App Term, 2d & 11th Jud Dists]). As Applicant has established its prima facie case, the burden shifts to the insurer to prove its defenses.

Respondent contends that this claim was filed against the wrong insurance company. The IP herein was a NYS resident with a NYS insurance policy for his own vehicle. The loss occurred in AK (in a Progressive commercial vehicle). Pursuant to Regulation 68A, Section 65.1, Exclusion (J), "This coverage does not apply to personal injury sustained by: any New York State resident other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State if such resident is the owner or relative of the owner of a motor vehicle insured under another policy providing the coverage required by the New York Comprehensive Motor Vehicle Repairs Act." Therefore, Respondent denied all No-Fault benefits.

Additionally, as reflected in the ISO report, the correct insurance company is GEICO, the proper policy number is 6117827847 and claim number is 8772622180000001.

Accordingly, Applicant's claim is dismissed as against Progressive Casualty Insurance Company, with leave to re-submit against the correct insurance carrier at Applicant's discretion. All remaining issues are moot.

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

03/08/2026
(Dated)

Yael Aspir

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:
95e75f6e87b3feee2e9d0ec292f14f97

Electronically Signed

Your name: Yael Aspir
Signed on: 03/08/2026