

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

AKE Services, Inc.  
(Applicant)

- and -

Avis Budget Group  
(Respondent)

AAA Case No. 17-25-1406-4671

Applicant's File No. 3356112

Insurer's Claim File No. 248019229

NAIC No. Self-Insured

### ARBITRATION AWARD

I, Anne Malone, 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: EIP

1. Hearing(s) held on 03/09/2026  
Declared closed by the arbitrator on 03/09/2026

Jason Skaferowsky, Esq. from Israel Purdy, LLP participated virtually for the Applicant

Brian Kaufman, Esq. from Hollander Legal Group PC participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$5,175.00**, was AMENDED and permitted by the arbitrator at the oral hearing.

The amount claimed was amended by the applicant to \$4,925.00 to conform to the appropriate fee schedule.

Stipulations WERE NOT made by the parties regarding the issues to be determined.

3. Summary of Issues in Dispute

The 45 year old EIP reported involvement in a motor vehicle accident on May 22, 2024; claimed related injury and received a Sam unit and Cold Compression device provided by the applicant on June 17, 2024.

The applicant claims to have submitted a claim for this durable medical equipment. It is the respondent's contention that the bills at issue were not timely received.

In addition the respondent denied payment of this claim based on the EIP's failure to attend two scheduled EUOs.

**The issues to be determined at the hearing are:**

**Whether the applicant sustained its burden to establish a *prima facie* entitlement to no-fault benefits for the bill at issue.**

**Whether the respondent established that the EIP violated a condition precedent to coverage.**

**Whether the respondent's denial based on the EIP's failure to appear for an EUO can be sustained.**

#### 4. Findings, Conclusions, and Basis Therefor

This hearing was held on Zoom and the decision is based upon the documents reviewed in the Modria File as well as the arguments made by counsel and/or representative at the arbitration hearing. Only the arguments presented at the hearing are preserved in this decision; all other arguments not presented at the hearing are considered waived.

##### Applicant's *prima facie* entitlement to no fault benefits

It is well settled that an applicant establishes its *prima facie* entitlement to no fault benefits by submitting evidentiary proof that the prescribed statutory billing forms had been mailed, received by the respondent and that payment of no fault benefits were overdue. See Mary Immaculate Hospital v. Allstate Insurance Company, 5 A.D. 3d 742, 774 N.Y.S.2d 564 (2d Dept. 2004.)

The submissions include a letter dated June 26, 2024 sent by the applicant to Sedgwick Claims MGT., P.O. Box 94950, Cleveland Ohio 44101 regarding a bill for date of service 6/27/24 in the amount of \$2,700.00. The case no. is listed as 3277089. This appears to be the first notice of the claim for date of service June 17, 2023 to the respondent from the applicant.

The submissions also include two letters dated November 22, 2024 from the applicant addressed to Sedgwick Claims Services, P.O. Box 94696, Cleveland OH 44101. The claim number is listed as VM100004909521 and the amount of the bill is listed as \$2,700.00. The applicant provided proof of mailing dated November 22, 2024 for two bills for something related to the EIP to Sedgwick

Claims Services, P.O. Box 94696, Cleveland, OH 44101. Also included was an affidavit by Enrique Escala an employee of the applicant's attorneys attesting to the fact that on 11/22/24 he personally brought a certificate of mailing-side barcode letters to the post Office.

The submissions also include an AR-1 dated June 27, 2025 and NF-3s dated June 20, 2024 for two bills for date of service June 17, 2024 for a total of \$5,175.00 for a SAM device and Cold Compression unit provided to the EIP by applicant AKE Services, Inc.

The AR-1 states that this claim was sent to Avis Budget Group c/o Sedgwick, P.O. Box 94696, Cleveland Ohio 44101 for claim no. VM100004909521. There is no proof of mailing for this correspondence.

The applicant submitted an amended AR-1 dated July 16, 2025, which was addressed to Avis Budget Group, c/o Sedgwick, P.O. Box 94696, Cleveland, OH 44101 which indicated the correct claim number for this claim for the first time. There was no proof of mailing for this correspondence.

The submissions also include a letter dated November 22, 2024 which indicated that the claim was originally submitted timely to SEDGWICK CLAIMS MGT, PO BO 94950, CLEVELAND, OH 44101 based on the direction of our client. It has recently been brought to our attention that there is possible coverage with your company. Therefore, we are resubmitting the claim to your office today."

The letter also stated that this is "clear and reasonable justification for failing to submit the claim to your office today."

After a review of all of the submissions, I find that the applicant has failed to establish timely proof of mailing of this claim to the correct address with the correct claim number.

In addition, the explanation for the lapse in time from June 17 2024 to November 22, 2024 is insufficient to establish proper timely mailing of the bills at issue.

Based on the foregoing, the applicant has not met its initial burden to establish that the "prescribed statutory billing forms had been mailed and received by the respondent" within 45 days of the date of service and therefore did not establish with evidentiary proof its *prima facie* showing that the bills at issue were timely mailed. See Mary Immaculate Hospital v. Allstate Insurance Company, *supra*.

Therefore, the applicant did not establish its *prima facie* entitlement to New York no fault benefits for the services at issue.

Under these circumstances, the issue of the EIP's failure to appear for EUOs is moot.

**Accordingly, the claim is dismissed with prejudice.**

Any further issues submitted in the record are held to be moot and/or waived insofar as they were not raised at the time of this hearing. This decision is in full disposition of all claims for no-fault benefits presently before this Arbitrator.

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 DENIED in its entirety

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

State of CT

SS :

County of Fairfield

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

03/31/2026  
(Dated)

Anne Malone

**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:**  
3b11d19d54decce6571b2ca8fb76699d

**Electronically Signed**

Your name: Anne Malone  
Signed on: 03/31/2026