

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Shore Point Medical Imaging PC  
(Applicant)

- and -

Avis Budget Group  
(Respondent)

AAA Case No. 17-25-1417-2500

Applicant's File No. 3583561

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, **\$1,970.90**, was AMENDED and permitted by the arbitrator at the oral hearing.

The amount claimed was amended by the applicant to \$1,728.98 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 underwent lumbar and cervical MRI studies provided by the applicant on April 21, 2025.

The applicant claims to have submitted a claim for these medical services. 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 2 bills for date of service April 21, 2025 which are dated May 12, 2025, 21 days after the date of service.

According to the submissions, the applicant submitted letters to the respondent dated May 19, 2025 with the bills at issue.

However, the only proof of mailing in the applicant's submissions is an affidavit of mailing from Gregory Fuller, who attested to being employed by the applicant's attorneys and stated that on July 25, 2025 he personally mailed the bills at issue. The submissions included a post office certificate of mailing dated July 25, 2025 to support the applicant's argument that the bills related to this claim were timely mailed.

According to the Fuller affidavit and post office proof of mailing, the subject bills were mailed more than 45 days from the date of service.

By letter dated July 24, 2025, the applicant's attorneys stated that the bills at issue were sent to an address that they believed was correct. When they determined that it was an incorrect address, they resubmitted the bills to the correct address.

However, there was no evidence to establish that the bills were timely mailed the first time and no information regarding when they determined that the bills were sent to the incorrect address and were not sent out again for 66 days.

Based on the foregoing, the applicant failed to 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 not raised at the time of the hearing. This decision is in full disposition of all claims for no-fault benefits presently before this Arbitrator at this 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 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:**  
31fd2c929fb8d49e41ca753145136fb6

**Electronically Signed**

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