American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

NY Premier Medical Practice, P.C. d/b/a/ NY Spine Care Interventional Pain Management (Applicant)	AAA Case No.	17-25-1386-8582
	Applicant's File No.	3141032
	Insurer's Claim File No.	0737107698
- and -	NAIC No.	19240
Allstate Indemnity Company (Respondent)		

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 03/24/2026
   Declared closed by the arbitrator on 03/24/2026

   Robin Grumet, Esq. from Law Offices Of Andrew J Costella Jr., Esq., PC participated virtually for the Applicant

   Linda Smith, Esq. from Law Offices Of Richard Schoenberg participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$268.15**, was AMENDED and permitted by the arbitrator at the oral hearing.

   The applicant amended the amount in disbute to $85.80 to reflect payment made by the respondent. The respondent did not agree with this amended amount.

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

3. Summary of Issues in Dispute

   The 63 year old EIP reported involvement in a motor vehicle accident on November 22, 2023; claimed related injury and underwent an office visit with drug test provided by the applicant on February 7, 2024.

The applicant submitted a claim for these medical services, partial payment of which was timely made by the respondent based upon its determination of the correct reimbursable amount pursuant to a Coventry PPO contract between the applicant and respondent.

The issue to be determined at the hearing is whether the respondent established its fee schedule defense.

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.

The applicant billed a total of $268.15 for the medical services at issue, for which the respondent made partial payment of $182.35 based upon its determination of the correct reimbursable amount pursuant to a Coventry PPO contract between the applicant and respondent, leaving a balance of$85.80.

The respondent contends that no further reimbursement is due.

To prevail in a fee schedule defense, the respondent must demonstrate by competent evidentiary proof that applicant's claims were in excess of the appropriate fee schedules, or otherwise respondent's defense of noncompliance with the appropriate fee schedule cannot be sustained. Continental Medical, P.C. v. Travelers Indemnity Co., 11 Misc.3d 145(A) (App. Term 1st Dept. 2006.)

An insurer fails to raise a triable issue of fact with respect to a defense that the fees charged were not in conformity with the Workers' Compensation fee schedule when it does not specify the actual reimbursement rates which formed the basis for its determination that the claimant billed in excess of the maximum amount permitted. See St. Vincent Medical Services, P.C. v. GEICO Ins. Co., 29 Misc.3d 141(A), 907 N.Y.S.2d 441 (App. Term 2d, Dec. 8, 2010.)

The respondent supported its fee schedule defense, with a copy of the agreement which governs the correct reimbursable amount for the services at issue between the applicant and the respondent. The agreement was signed by the parties and the respondent contends that its payment of $182.35 is the correct reimbursable amount.

The applicant did not submit any evidence to refute the respondent's argument.

After a review of the submissions, I find that the respondent established its fee schedule defense and that no further reimbursement is due to the applicant.

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.

04/02/2026
(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:
850bbbc2ab43f18bb5e6dfa42a7de6a2

Electronically Signed

Your name: Anne Malone
Signed on: 04/02/2026