

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

JPM Physical Therapy, PC
(Applicant)

- and -

Progressive Casualty Insurance Company
(Respondent)

AAA Case No. 17-25-1386-8984

Applicant's File No. 3140797

Insurer's Claim File No. 24-9262800

NAIC No. 11851

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

Alice Downing from Progressive Casualty Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$709.82**, 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 33 year old EIP reported involvement in a motor vehicle accident on February 8, 2024; claimed related injury and underwent physical therapy evaluation and treatment provided by the applicant from February 21, 2024 to February 29, 2024.

The applicant claims to have submitted a claim for these medical services. It is the respondent's contention that this bill was not received.

The applicant requested that this claim be withdrawn without prejudice. The respondent did not agree and I did not allow the applicant to withdraw the claim without prejudice.

The issue to be determined at the hearing is whether the applicant sustained its burden to establish a *prima facie* entitlement to no-fault benefits for the bill at issue.

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.

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 applicant did not submit any proof of mailing of the bill at issue. Therefore, it has not met its initial burden to establish that the "prescribed statutory billing forms had been mailed and received by the respondent" and therefore did not establish with evidentiary proof its *prima facie* showing that the bill at issue was even mailed.

The burden is on the applicant to establish 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*, supra.

Under these circumstances, the burden did not shift to the respondent to establish that it was not received.

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.

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:
31120f5d7c3992315b9e134aa2372692

Electronically Signed

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