

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Atlantic Medical & Diagnostic PC
(Applicant)

- and -

Amerisure Insurance Company
(Respondent)

AAA Case No. 17-25-1396-7853

Applicant's File No. 3480559

Insurer's Claim File No. 2669148

NAIC No.

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 12/29/2025, 04/06/2026
Declared closed by the arbitrator on 04/06/2026

Neda Melamed, Esq. from Israel Purdy, LLP participated virtually for the Applicant

Sarah Hajazi from Litchfield Cavo, LLP participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$3,104.18**, 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 31 year old EIP reported involvement in a motor vehicle accident on January 7, 2025; claimed related injury and underwent an office visit and injections with guidance provided by the applicant on January 28, 2025.

The applicant submitted a claim for these medical services, for which the respondent made payment in full on April 29, 2025. At the hearing, the applicant acknowledged this payment but contends that interest and attorneys' fees are due since the payment was late.

The issue to be determined at the hearing is whether the applicant is entitled to interest, attorneys' fees and filing fees for this claim.

4. Findings, Conclusions, and Basis Therefor

The hearing was held on Zoom and this 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 parties agree that payment in full was made for this claim. However, based on the submissions, the payment was late.

Based on the foregoing, the applicant is entitled to interest in the amount of \$91.06 which accrued on March 21, 2025 and attorneys' fees of \$639.05 and statutory filing fees for this claim.

Accordingly, the applicant is awarded \$91.06 for interest, \$639.05 attorneys' fees and \$40.00 statutory filing fees and the remainder of 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 applicant is AWARDED a non-monetary disposition

A. The insurer shall also compute and pay the applicant interest set forth below. 03/21/2025 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

The applicant is awarded \$91.06 for interest for this claim from March 21, 2025 to April 29, 2025.

B. Attorney's Fees

The insurer shall also pay the applicant for attorney's fees as set forth below

The applicant is awarded \$639.05 in attorneys'fee for this claim.

C. The respondent shall also pay the applicant forty dollars (\$40) to reimburse the applicant for the fee paid to the Designated Organization, unless the fee was previously returned pursuant to an earlier award.

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.

04/07/2026

(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:
e3f500b4c28c4809269e18c0d2f465d9

Electronically Signed

Your name: Anne Malone
Signed on: 04/07/2026