

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

East Flushing Medical PLLC  
(Applicant)

- and -

Country-Wide Insurance Company  
(Respondent)

AAA Case No. 17-25-1415-6223

Applicant's File No. 181459

Insurer's Claim File No. 000369595 002

NAIC No. 10839

### ARBITRATION AWARD

I, Joshua Adler, 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 03/31/2026  
Declared closed by the arbitrator on 03/31/2026

A. Selipanov from The Law Offices of John Gallagher, PLLC participated virtually for the Applicant

E. Maisto from Jaffe & Velazquez, LLP participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$2,044.30**, 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

Respondent asserts a policy "exhaustion" defense.

4. Findings, Conclusions, and Basis Therefor

EIP: initials Y.R.

I have reviewed the MODRIA file maintained by the AAA. The findings set forth below are based on documents in MODRIA and arguments made at the hearing.

The EIP claimed injuries arising from a 7/29/24 MVA.

Applicant seeks payment for services rendered on 9/30/24.

Respondent issued a "global" denial announcing that coverage under the policy has "exhausted."

Furthermore, respondent has uploaded sufficient proof of exhaustion, including a ledger of payments made, and the policy's "Dec Page."

As I previously found in AAA Case No. 17-25-1381-7030, I again find that there is nothing now "left" on the policy.

As an arbitrator of this Panel, I have no authority to issue an Award in excess of the policy limits (see Matter of Brijmohan v State Farm Ins. Co., 92 NY2d 821, 677 NYS2d 55 [1998] ["The declarations page produced at the confirmation proceeding demonstrates that the arbitrator's award was beyond the policy limits and therefore in excess of the arbitrator's powers"]). Indeed, the Court of Appeals in Matter of Brijmohan , supra, held that the AAA Rules dictate that arbitrators have no authority to issue Awards in excess of the policy limits.

Moreover, there is no evidence that respondent ignored or improperly "passed over" the invoice. In any event, I agree with several of my fellow arbitrators who have distinguished between court proceeding - where priority of payment principles may carry more weight - to AAA arbitrations where reliance "on the priority of payment rule and/or Alleviation Medical Services, PC v Allstate Insurance Co. (citation omitted) is ... misplaced" (AAA Case No. 17-15-1025-1793 at page 4 [Jeffrey Grob, Arbitrator]; Accord: AAA Case No. 17-19-1125-3215 [Bonnie Link, Arbitrator] ["In addition, Arb. Jeffrey Grob has declined to follow Alleviation on the grounds that it may only be for the Court, and not for an arbitrator, to make an award in excess of a policy"]; AAA Case No. 17-19-1132-1326 at page 3 [Diane Flood Taylor, Arbitrator] [citing Arb. Grob's holding "that only a Court, and not an arbitrator, may render an award in excess of the policy"]; see also, AAA Case No. 17-19-1130-8150 at page 3 [Drew M. Gewuerz, Arbitrator] ["While the Courts may fashion equitable remedies, including directing additional payments irrespective of exhaustion, this forum is confined by the statutory enumeration of its powers; issuing awards within the policy's limits']). In sum, where, as here, applicant chooses this forum (and not the Courts) to pursue its no-fault claim, it is bound by the rules of this forum which generally preclude arbitrators from issuing awards in excess of the policy limits.

Accordingly, the claim is denied.

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 NY  
SS :  
County of Nassau

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

04/12/2026  
(Dated)

Joshua Adler

**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:**  
cf37cf403affa344a70a78001f9d81d8

**Electronically Signed**

Your name: Joshua Adler  
Signed on: 04/12/2026