American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Brooklyn Medical Practice, PC (Applicant) - and - Allstate Property and Casualty Insurance Company (Respondent)	AAA Case No. Applicant's File No. Insurer's Claim File No. NAIC No.	17-25-1429-7724 AR25-28861 0780773180 29688

ARBITRATION AWARD

I, Dimitrios Stathopoulos, 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: Assignor

1. Hearing(s) held on 07/07/2026
   Declared closed by the arbitrator on 07/07/2026

   Jeffrey M. Kramer, Esq. from Law Office of Jeffrey M. Kramer participated virtually for the Applicant

   Priscilla Rivera, Esq. from Law Offices Of Richard Schoenberg participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$1,424.14**, 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

   Assignor was then a 59-year-old male involved in a motor vehicle accident on 1/1/25. Consequently, Assignor sustained injuries for which the Applicant herein provided evaluations and physical therapy services. Respondent denied reimbursement of the services based on the defense that the Assignor made a material misrepresentation in the procurement of the insurance policy. Respondent also asserts a fee schedule defense. Therefore, the issues to be determined are:â¯

Whether Respondent can sustain their material misrepresentation and fee schedule defenses?

4. Findings, Conclusions, and Basis Therefor

Applicant is seeking $1424.14 for evaluations and physical therapy services rendered to the Assignor from 1/13/25 through 7/23/25.

This award is rendered based on the arguments of the parties and the documentary evidence submitted by the parties. The documentary evidence submitted by the parties consists of the documents contained within the American Arbitration Association's ADR center for this matter as of the above declared closed date by this arbitrator.

Pursuant to 11 NYCRR 65-4.5(o) (1), the arbitrator shall be the judge of the relevance and materiality of the evidence offered and strict conformity to legal rules of evidence shall not be necessary.

Assignor was then a 59-year-old male involved in a motor vehicle accident on 1/1/25. Consequently, the Assignor sustained injuries for which the Applicant provided the disputed services.

Respondent denied reimbursement of the disputed services stating in their denials:

"All claims for no-fault benefits are denied based on the investigation conducted by Allstate surrounding the subject motor vehicle accident on 1/1/25, and testimony given by **Assignor** at his Examination Under Oath conducted on 6/5/25, demonstrating that there was a material misrepresentation in the procurement of the insurance policy."

In support of the denial, Respondent submits the policy issued to the Assignor at an address in Ozone Park, New York (Queens address); Assignor's no-fault application where he lists his address in Brooklyn, New York (Brooklyn address); and the examination under oath (EUO) transcript of the Assignor that was conducted on 6/5/25.

It should be noted that the Respondent also submitted an affirmation from a product management lead consultant employed by the Respondent who affirms to the premium differential for a motor vehicle accident, insurance policy, addresses and parties not relevant to this matter. Therefore, this affirmation is of no consequence to this matter.

A review of the EUO transcript elicits testimony that the Assignor has been living at the Queens address since 2004 with his sisters; that he is a super at the building at the

Brooklyn address and has a small apartment in the Brooklyn address building for his job as a super; that he has been working at the Brooklyn address as a super for 14 years; and that his job as a super requires him to constantly be at the Brooklyn address to attend to emergencies.

Determination

Based on a review of the evidence submitted and the arguments of the parties, I find in favor of the Applicant. Irrespective of whether the Assignor resides in a Brooklyn address and thus purportedly made a misrepresentation, Respondent fails to show that this purported misrepresentation was material and that the policy would not have been issued at the same premium as the Queens address. A defense that an Assignor procured the insurance policy in question by making a misrepresentation as to his place of residence must be supported with evidence that the misrepresentation was material. Renelique v. National Liability & Fire Ins. Co., 53 Misc.3d 147(A), 2016 N.Y. Slip Op. 51615(U) (App. Term 2d, 11th & 13th Dists. Nov. 1, 2016). Respondent has the burden to show that the misrepresentation is material, and that the insurer would not have issued the policy had it known about the misrepresented address. In this instance, Respondent submits no affidavit, affirmation or documentation concerning its underwriting practices, guidelines, or rules to show that it would not have issued the same policy based on Assignor's misrepresentations in the procurement of the policy. *See,* Interboro Ins. Co. v Fatmir, 2011 NY Slip Op 08565 [89 AD3d 993] (2nd Dept. 2011). As such, based on the evidence submitted, Respondent cannot show the purported misrepresentation was material. Therefore, Applicant is entitled to reimbursement subject to the fee schedule defense discussed below.

Respondent's counsel contends that the services should be reimbursed in the sum of $1220.91 pursuant to the New York Worker's Compensation Physical and Occupational Therapy fee schedule. Specifically, Respondent's counsel maintains that the conversion factor for a physical therapist (9.55) multiplied by the relative value unit (RVU) of the codes billed yields reimbursement in the sum of $1220.91. A review of the billing submitted indicates that the Applicant utilized the physician conversion factor (10.48) multiplied by the RVU for each code and accordingly calculated the sum of $1424.14.

While I appreciate Respondent's counsel's fee schedule argument there is no evidence submitted that a physician did not render the physical therapy services to warrant a reduction of reimbursement to the physical therapist rate. The record is devoid of the physical therapy notes, and the bills only identify the owner of the Applicant professional corporation as a physician. Respondent has the burden of coming forward with competent evidentiary proof to support its fee schedule defenses. See, Robert Physical Therapy PC v. State Farm Mutual Auto Ins. Co., 2006 NY Slip 26240, 13 Misc.3d 172, 822 N.Y.S.2d 378, 2006 N.Y. Misc. LEXIS 1519 (Civil Ct, Kings Co. 2006). In this instance they failed to do so. In addition, if the Respondent was uncertain as to whether a physician or physical therapist rendered the services, they should have availed themselves of the verification protocols afforded them under the regulations to

request such information. See, Bronx Acupuncture Therapy, PC v. Hereford Ins. Co., 54 Misc3d 135(A) (App Term 1 Dept. 2017).

Accordingly, the Applicant's claim is granted in its entirety.

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 the following:

A.

Medical		**From/To**	**Claim Amount**	**Status**
	Brooklyn Medical Practice, PC	**01/13/25 - 07/23/25**	**$1,424.14**	**Awarded: $1,424.14**
Total			**$1,424.14**	**Awarded: $1,424.14**

B. The insurer shall also compute and pay the applicant interest set forth below. 11/20/2025 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

The insurer shall compute and pay the Applicant, the amount of interest at the rate of 2% per month, simple, and ending with the date of payment of the award.

C. Attorney's Fees

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

The Respondent shall also pay the Applicant an attorney's fee of 20%, with no minimum fee and a maximum fee of $1,360.00.

D. 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 NY
SS :
County of Nassau

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

07/09/2026
(Dated)

Dimitrios Stathopoulos

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:
e802f32551a155dcf3ce229cbc58c277

Electronically Signed

Your name: Dimitrios Stathopoulos
Signed on: 07/09/2026