American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Brooklyn Medical Practice, PC (Applicant)	AAA Case No.	17-26-1439-2750
	Applicant's File No.	AR25-29668
- and -	Insurer's Claim File No.	VAOR24020135
	NAIC No.	24147
Old Republic Insurance Company (Respondent)		

ARBITRATION AWARD

I, Debbie Thomas, 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 07/13/2026
   Declared closed by the arbitrator on 07/13/2026

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

   D. Phoenix from North American Risk Services Inc. participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$4,399.79**, 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

   Applicant seeks reimbursement in the amount of $4,399.79 for office visits and physical therapy performed between February 11, 2024 and June 30, 2025 on Assignor, J.R.L.P., a 24-year-old male who was involved in a motor vehicle accident on February 9, 2024. The issue presented is whether Respondent has established that the policy of insurance is exhausted.

4. Findings, Conclusions, and Basis Therefor

The within award is based upon this arbitrator's review of the record as well as oral argument at the time of the hearing of this matter.

Under Sec. 5102 of the New York Insurance Law (McKinney 1985), No-Fault first party benefits are reimbursement for all medically necessary expenses on account of personal injuries arising out of the use or operation of a motor vehicle.

It is well settled that a healthcare provider establishes its *prima facie* entitlement to No-Fault benefits as a matter of law by submitting evidentiary proof that the prescribed statutory billing forms had been mailed and received and that payment of No-Fault benefits were overdue. *Westchester Medical Center v. Lincoln General Insurance Company*, 60 A.D.3d 1045, 877 N.Y.S.2d 340 (2nd Dept. 2009); *Mary Immaculate Hospital v. Allstate Insurance Company*, 5 A.D.3d 742, 774 N.Y.S.2d 564 (2nd Dept. 2004).

Applicant's bills were originally denied on fee schedule grounds as well as the June 7, 2024 Independent Medical Examination of Douglas Unis, M.D., which determined that further treatment was not medically necessary as of June 22, 2024. Respondent also alleges that the benefits available under the policy have been exhausted.

At the hearing for this matter, Respondent uploaded a copy of the declarations page for the policy at issue, as well as a payment ledger dated April 15, 2026, reflecting that $47,802.25 had been paid in no-fault benefits on the policy; and an updated payment ledger dated July 12, 2026 reflecting that $50,000.00 has been paid in no-fault benefits on the policy.

Counsel for Applicant argues that Respondent failed to establish its original fee schedule and IME defenses. Applicant further argues that Respondent began asserting a defense based on policy exhaustion as early as March 6, 2025, even though the April 15, 2026 payment ledger reflects that benefits had not yet been fully exhausted. However, the updated payment ledger dated July 12, 2026 establishes that the full $50,000.00 policy limit has since been paid.

Insurance Law § 5102(a) defines basic economic losses reimbursement up to $50,000.00 per person for all necessary expenses arising from a motor vehicle accident as covered under New York Insurance Law § 5102. The courts have also held that an insured is entitled to receive first-party benefits under the No-Fault Law equal to his basic economic loss, up to $50,000 less the deductions set forth in the Insurance Law. *Normile v. Allstate Ins. Co*., 60 N.Y.2d 1003, 471 N.Y.S.2d 550 (1983), aff'g, 87 A.D.2d 721, 448 N.Y.S.2d 907 (3d Dept. 1982).

When an insurance carrier "has paid the full monetary limits set forth in the policy, its duties under the contract of insurance cease". See *Presbyterian Hosp. in the City of New York v. Liberty Mut. Ins. Co*., 216 A.D.2d 448, 628 N.Y.S.2d 396 (2nd Dept. 1995). The cessation of those duties applies to a claim that was improperly denied. *Nyack Hospital v. General Motors Acceptance Corp.*, 8 N.Y.3d 294, 832 N.Y.S.2d 880 (2007), even where the Denial of Claim (NF-10) form is not issued within 30 days. *New York Presbyterian Hospital v. Allstate Ins. Co*., 12 A.D.3d 579, 786 N.Y.S.2d 68 (2d Dept. 2004); *Crossbridge Diagnostic Radiology v. Encompass Insurance*, 24 Misc.3d 134(A), 2009 N.Y. Slip Op. 51415 (U), 2009 WL 1911909 (App. Term 2d, 11th & 13th Dists. June 23 2009).

Even where a claim is improperly denied, that impropriety, like a failure to disclaim coverage, cannot create coverage which the policy was not written to provide. See *Zappone v. Home Ins. Co*., 55 N.Y.2d 131, 134, 447 N.Y.S.2d 911, (1982). The claim must therefore be denied. Once the applicable policy limits have been exhausted, no additional first-party benefits remain payable under the policy.

An Arbitrator's award directing payment in excess of the limits of an insurance policy exceeds the arbitrator's power and constitutes grounds for vacatur of the award. *Matter of Brijmohan v. State Farm Ins. Co*., 92 N.Y.2d 821, 822 (1998); *Countrywide Ins. Co. v. Sawh*, 272 A.D.2d 245 (1st Dept. 2000).

Based upon the documentary evidence submitted, including the payment ledger dated July 12, 2026, I find that Respondent has established that the available $50,000.00 in first-party benefits has been exhausted. Once the applicable policy limits have been exhausted, Respondent has no further obligation to pay no-fault benefits under the policy, regardless of whether Applicant's claims were previously denied on other grounds or whether those denials were proper. Therefore, it is unnecessary to reach the parties' remaining arguments regarding fee schedule or medical necessity, as no additional benefits remain available under the policy. Accordingly, Applicant's claim for reimbursement 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, Debbie Thomas, do hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

07/17/2026
(Dated)

Debbie Thomas

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:
9796f736c9ca8b1e546c3e061a1d21ac

Electronically Signed

Your name: Debbie Thomas
Signed on: 07/17/2026