American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Brooklyn Medical Practice, PC (Applicant)	AAA Case No.	17-26-1443-6141
	Applicant's File No.	AR25-29724
- and -	Insurer's Claim File No.	1140385-90
	NAIC No.	16616
American Transit Insurance Company (Respondent)		

ARBITRATION AWARD

I, Kihyun Kim, 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: the Assignor

1. Hearing(s) held on 09/17/2026
   Declared closed by the arbitrator on 09/17/2026

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

   Peter Famuyide, Esq. from American Transit Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$1,645.65**, was NOT AMENDED at the oral hearing.
   Stipulations WERE made by the parties regarding the issues to be determined.

   The parties stipulated to Applicant's prima facie case and to Respondent's timely denials.

3. Summary of Issues in Dispute

   The issues presented are (1) whether Respondent established its lack of coverage defense, and if not, (2) whether Applicant's post-IME cutoff services were medically necessary.

   The Assignor (AR) was a 48-year-old female who was a passenger in an automobile that was was involved in an accident on November 21, 2023. Applicant seeks reimbursement in the aggregate amount of $1,645.65 for three office evaluations of the Assignor and

twenty-six dates of physical therapy services provided to the Assignor from August 1, 2024 to April 22, 2025, and for two office evaluations of the Assignor and nine dates of physical therapy services provided to the Assignor, subsequent to the IME cutoff from May 27, 2025 to January 14, 2026. The IME cutoff became effective on April 7, 2025 based on the PM&R/acupuncture examination by Eric S. Roth, M.D., conducted on February 27, 2025

4. Findings, Conclusions, and Basis Therefor

This arbitration was conducted using the documentary submissions of the parties contained in the ADR Center, maintained by the American Arbitration Association. I have reviewed the documents contained therein as of the closing of the hearing, and such documents are hereby incorporated into the record of this hearing. The hearing was held by Zoom video conference. Both parties appeared at the hearing by counsel, who presented oral argument and relied upon their documentary submissions. There were no witnesses. Further, this matter was heard with linked case, *Big Apple Pain Management PLLC and American Transit Insurance Company*, AAA Case No: 17-26-1443-6136. The documents uploaded to the ADR Center for this case, as well as for the linked case, were considered in making this award.

The Assignor was a 48-year-old female who was injured in an automobile accident on November 21, 2023. Following the accident, the Assignor did not go to the hospital. The Assignor later sought treatment and testing for her injuries from various providers, who started her on a course of conservative treatment, including physical therapy, acupuncture treatment and chiropractic care.

From August 1, 2024 to April 22, 2025, Applicant conducted three office evaluations of the Assignor and provided twenty-six dates of physical therapy services to the Assignor the Assignor. Applicant billed Respondent for its services and Respondent denied Applicant's claims asserting "a lack of coverage, as it has established the 'fact or founded belief' that the claimant's treated condition was unrelated to the motor vehicle accident"

On February 27, 2025, the Assignor appeared for a PM&R/acupuncture examination with Eric S. Roth, M.D., at the request of Respondent. Dr. Roth determined, among other things, that from a physiatric and acupuncture viewpoint, there was no medical necessity for physical therapy, acupuncture or any type of physiatric treatment to any of the examined areas. On April 2, 2025, Respondent issued a general denial based on the examination by Dr. Roth, that advised that future Physical Medicine & Rehabilitation - Acupuncture No Fault benefits would be denied effective on April 7, 2025.

Subsequent to the general denial, from May 27, 2025 to January 14, 2026, Applicant conducted two office evaluations of the Assignor and provided nine dates of physical therapy services to the Assignor. Applicant billed Respondent for its services and Respondent timely denied Applicant's claims as medically unnecessary based on the February 27, 2025 IME by Dr. Roth. Respondent also denied Applicant's claims asserting "a lack of coverage, as it has established the 'fact or founded belief' that the claimant's treated condition was unrelated to the motor vehicle accident"

Applicant now seeks reimbursement in the aggregate amount of $1,645.65 for the three office evaluations of the Assignor and twenty-six dates of physical therapy services provided to the Assignor from August 1, 2024 to April 22, 2025, and for the two office evaluations of the Assignor and nine dates of physical therapy services provided to the Assignor, subsequent to the IME cutoff from May 27, 2025 to January 14, 2026.

DATES OF SERVICE: 8/1/24-1/14/26

Legal Framework - Lack of Coverage/causation

When alleging a lack of coverage defense, "the insurer bears the burden of coming forward with admissible evidence of the fact of lack of coverage, or of the foundation for its belief that there is no coverage". *Mount Sinai Hosp. v. Triboro Coach*, 263 A.D.2d 11, 19-20 (2nd Dept., 1999). Likewise, when arguing fraud as a defense, the insurer bears the burden of presenting sufficient evidence of the fact of fraud or of the foundation for its belief that fraud occurred. *A.B. Medical Services PLLC v. State Farm Mutual Automobile Ins. Co.,* 7 Misc.3d 822, 795 N.Y.S.2d 843 (Civ. Ct. Kings Co. 2005). An insurer's "founded belief" cannot be based upon "unsubstantiated hypotheses and suppositions". *A.B. Med Services PLLC v. Eagle Ins. Co.*, 3 Misc 3d 8, 9 (App. Term 2d Debt, 2003). Further, its defense must be established by a preponderance of the evidence. *V.S. Medical Services, P.C., v. Allstate*, 25 Misc. 3d 39, 889 NYS 2d 360, (App Term 2nd Dept. 2009). "If the insurer carries its burden…the insured must rebut it or succumb". *A.B. Medical Services PLLC v. State Farm Mutual Automobile Ins. Co.,* 7 Misc.3d 822, 795 N.Y.S.2d 843 (Civ. Ct. Kings Co. 2005).

This defense often involves a fact pattern which calls for the insurer to present evidence by a medical expert who is qualified to render an opinion on causality. See *Kingsbrook Jewish Medical Center v. Allstate Ins. Co.*, 61 A.D.3d 13, 22, 871 N.Y.S. 2d 680 (App. Div., 2nd Dept., 2009). This is not to say that other forms of proof will not suffice. For example, in *A.B. Medical Services, PLLC v. State Farm Mutual Automobile Ins. Co.*, 4 Misc.3d 143(A), 798 N.Y.S.2d 342 (Table), 2004 NY Slip Op. 51104(U)(App. Term, 2nd Dept, 2nd & 11th Jud. Dists., Sept 29, 2004), plaintiff moved for summary judgment and the insurer opposed, asserting a lack of coverage defense on the ground that the collision was in furtherance of a fraud scheme. To establish its founded belief that the alleged injuries did not arise out of an insured event, the carrier submitted an affidavit by one of its special investigators. Upon review of the papers, the civil court denied the motion and held that the evidence was sufficient to create a material issue of fact for trial. On appeal, the decision was affirmed. These cases illustrate that the proof needed to advance a lack of coverage defense will depend on the circumstances giving rise to the assertion.

With regard to causation of injuries in No-Fault matters, the courts have held that causation is presumed since "it would not be reasonable to insist that (an applicant) must prove as a threshold matter that (a) patient's condition was 'caused' by the automobile accident." *Mount Sinai Hosp. v. Triboro Coach*, 263 A.D.2d 11, 20 (2d Dept. 1999). Thus, the initial burden is on the insurer to come forward with proof establishing by "fact or founded belief" its defense that the claimed injuries have no nexus to the accident, *id.* at 19 (quoting *Central Gen. Hosp. v. Chubb Group of Ins. Cos.*, 90 N.Y.2d 195, 199), that is, that the conditions were not caused or exacerbated by the accident. S

ee Mount Sinai, 263 A.D.2d 11, 18 - 19; *Kingsbrook Jewish Medical Center v. Allstate Ins. Co.*, 61 A.D. 3d 13, 871 N.Y.S.2d. 680 (2d Dept. 2009). Since No-Fault covers exacerbations of pre-existing conditions, *see Wolf v. Holyoke Mut. Ins. Co.*, 3 A.D.3d 660 (3d Dept. 2004), and if the insurer's own medical expert does not eliminate the possibility that the injured person sustained an exacerbation of a degenerative process, Respondent will be liable for coverage. *See Sanclemente v. MTA Bus Co.*, 116 A.D.3d 688 (2d Dept. 2014); *Rodgers v. Duffy*, 95 A.D.3d 864 (2d Dept. 2012); *Pfeiffer v. New York Cent. Mut. Fire Ins. Co.*, 71 A.D.3d 971 (2nd Dept. 2010).

Analysis - Lack of coverage - Office/PT - DOS 8/1/24-1/14/26

In the present case, Applicant billed Respondent in the aggregate amount of $1,645.65 for the five office evaluations of the Assignor and thirty-five dates of physical therapy services provided to the Assignor from August 1, 2024 to January 14, 2026. Respondent subsequently denied each of Applicant's claims in full based on, among other things, a lack of coverage defense, stating, in pertinent part, in the EOBs/denials that:

> Based upon American Transits investigation and EUO testimony conducted on 01/15/2025, American Transit is asserting a lack of coverage, as it has established the "fact or founded belief" that the claimants treated condition was unrelated to the motor vehicle accident.

To support its defense, Respondent uploaded copies of the denials; the general denial, dated January 24, 2025; the verification request/delay letters; the EUO scheduling letters with corresponding certificates of mailing; a letter of representation, dated December 19, 2023, from the Assignor's counsel to Respondent; a Report of Motor Vehicle Accident - MV104; the police report; the Assignor's NF-2; and the unsigned transcript, dated January 15, 2025 of the examination under oath of the Assignor held on January 15, 2025.

At the hearing, Applicant's counsel asserted that Respondent failed to upload sufficient proof to the record to establish its defense. Respondent's counsel asserted that Respondent's evidence was sufficient to establish its founded belief/coverage defense.

After reviewing all of the submissions and taking into account the oral arguments of the parties, I find that Respondent failed to establish its lack of coverage defense. I find that there is insufficient credible evidence in the record to establish a founded belief that, "the claimant's treated condition was unrelated to the motor vehicle accident." Respondent did not upload any explanatory brief, any witness statements, any medical records, any expert affidavit regarding medical necessity or causation, any SIU affidavit discussing Respondent's investigation or explaining how or why Respondent's determination was made, or any other actual proof to support and substantiate its defense, other than the EUO transcript of the Assignor, the police report, and the MV-104. I have carefully review of the EUO transcript of the Assignor and I find it unclear as to what specific testimony Respondent believes adequately supports its assertions/defense and how Respondent made the leap that the Assignor's treated condition was unrelated to the motor vehicle accident. As I have noted in other awards, it is not the responsibility of an arbitrator to search and seek out from the EUO transcript the portions which support Respondent's position. *See Ard Rx. Inc. and Geico Insurance*

Company, AAA Case No.:17-20-1161-6937 (Arb. Aaron Maslow, February 13, 2021) (*citing to Unitrin Advantage Ins. Co. v. Advanced Orthopedics and Joint Preservation P.C.*, 2018 WL 6718863 [N.Y. Sup. Ct. Dec. 21, 2018]). While Respondent's counsel at the hearing identified some testimony that Respondent apparently found to be concerning, inconsistent and/or suspicious, I do not believe that these few examples, or even the testimony in the transcript as a whole, are sufficient to credibly establish Respondent's defense. I found that the answers given by the Assignor were generally direct and appeared to be truthful, and there was no indication that the Assignor was not complying with or was otherwise impeding Respondent's investigatory process in connection with this matter. The Assignor provided testimony about how the accident occurred, the injuries sustained, and the treatment received. I find nothing overtly striking or unusual about the testimony, and I find nothing in the transcripts that credibly and persuasively establishes material facts indicative of the Assignor's involvement in a scheme of fraud, particularly without the presentation of some actual medical evidence and/or expert opinion. The evidence submitted to the record herein is quite limited and does not, in my view, make out a prima facie case in support of Respondent's asserted defense. While Respondent may have conducted a more extensive investigation than presented herein, no such additional evidence was not uploaded to the record in this proceeding. In sum, Respondent simply failed to upload sufficient proof to the record to adequately support and establish its coverage/founded belief defense. Based on the totality of the evidence in the record, Respondent has failed to meet its initial burden and its denial cannot be sustained. Accordingly, Applicant is entitled to reimbursement in the aggregate amount of **$1,155.59** for the three office evaluations of the Assignor and twenty-six dates of physical therapy services provided to the Assignor from August 1, 2024 to April 22, 2025.

With respect to the services for dates of service from May 27, 2025 to January 14, 2026, such services were also denied as medically unnecessary based on the PM& R/acupuncture IME by Dr. Roth conducted on February 27, 2025. The analysis of such defense is presented below.

DATES OF SERVICE: 5/27/25-1/14/26

Legal Framework - Medical Necessity - IME

An insurance carrier may utilize an independent medical examination (IME) to determine whether an eligible injured person is entitled to further care and treatment or other first-party benefits. *See Rowe v. Wahnow*, 26 Misc.3d 8, 11-12 (App Term, 1st Dept 2009, McKeon, P.J., dissenting). "An IME is a snapshot of the injured party's medical condition as of the date" it is conducted. *Amato v. State Farm Ins. Co.*, 2010 NY Slip Op. 20431 (Dist. Ct. Nassau Co., Fred J. Hirsh, J., Oct. 13, 2010).

An IME report can be the basis of a termination of benefits if ultimately found to be persuasive. An IME report must set forth a factual basis and medical rationale for the conclusion that further services are not medically necessary. *Ying Eastern Acupuncture, P.C. v. Global Liberty Ins.*, 20 Misc.3d 144(A), 873 N.Y.S.2d 238 (Table), 2008 N.Y. Slip Op. 51863(U), 2008 WL 4222084 (App. Term 2d & 11th Dists. Sept. 3, 2008). The determination that an eligible injured person no longer needs treatment is generally based upon an examiner's findings that result in the conclusion that: (1) the patient has

fully recovered from the injuries; (2) the patient has made as full a recovery as is possible taking into account the nature and extent of the injuries, the patient's age, pre-existing conditions or other factors; and/or (3) additional treatment or testing will not provide any medical benefit to the patient. *Amato v. State Farm Ins. Co.*, 2010 NY Slip Op. 20431 (Dist. Ct. Nassau Co., Fred J. Hirsh, J., Oct. 13, 2010). Whether an IME report is persuasive and meets the carrier's burden is a factual decision, which must be rendered on a case by case basis.

If the IME report provides a factual basis and medical rationale for an opinion that services were not medically necessary, the burden shifts back to the Applicant to refute the IME findings and prove the necessity of the disputed services. *See, CPT Med. Servs., P.C. v. New York Cent. Mut. Fire Ins. Co.*, 18 Misc.3d 87 (App. Term 1st Dept.); *Eden Med., P.C. v. Progressive Cas. Ins. Co.*, 19 Misc.3d 143(A) (App Term 2d & 11th Jud. Dists., 2008); *Be Well Med. Supply, Inc. v. New York Cent. Mut. Fire Ins. Co.*, 18 Misc. 3d. 139 (A) (App. Term 2d Dept., Feb. 21, 2008; *A. Khodadadi Radiology, P.C. v. NY Cent. Mut. Fire Ins. Co*., 16 Misc. 3d. 131 (A) (App Term 2d Dept.); *West Tremont Med. Diagnostic, P.C. v. Geico Ins. Co.*, 13 Misc. 3d. 131 (A) (App Term 2d Dept., 2006). If the Applicant fails to present any evidence to refute Respondent's showing, the claim should be denied, as the ultimate burden of proof on the issue of medical necessity lies with the Applicant. *See* Insurance Law § 5102; *Wagner v. Baird*, 208 A.D.2d 1087 (3d Dept. 1994); *AJS Chiropractic, P.C. v. Mercury Ins. Co.*, 22 Misc.3d 133(A), (App. Term 2d & 11th Dist. Feb. 9, 2002). The case law is clear that a provider must rebut the conclusions and determinations of the IME doctor with his own facts. As the Appellate Term, 2d, 11th & 13th Dists., recently stated: "it is ultimately plaintiff who must prove, by a preponderance of the evidence, that the services or supplies were medically necessary." *Park Slope Medical and Surgical Supply, Inc. v. Travelers Ins. Co.,* 37 Misc.3d 19, 22 (App. Term 2d, 11th & 13th Dists. 2012).

IME - Eric S. Roth, M.D., dated February 27, 2025

Respondent also relies upon the IME report by Eric S. Roth, M.D., dated February 27, 2025, in asserting a lack of medical necessity for the two office evaluations of the Assignor and nine dates of physical therapy services provided to the Assignor, subsequent to the IME cutoff, from May 27, 2025 to January 14, 2026. At the February 27, 2025 examination, Dr. Roth obtained the Assignor's history, conducted a physical examination of the Assignor, and reviewed medical records. Ranges of motion were performed with the assistance of a goniometer.

At the time of the examination, the Assignor complained of pain in the neck, low back, and left knee. The Assignor had a normal appearance and posture. She had a normal gait and was able to walk on toes and heels without difficulty.

Acupuncture examination revealed: **Vitality:** Normal; **Facial/Skin Color:** Normal complexion; **Tongue Coating:** Pink; **Palpation/Pulse:** Normal; **Voice:** Clear and directed; **Respiration:** Clear and regular; **Qi/Blood Stagnation:** Has been resolved

Examination of the cervical spine revealed no complaint of tenderness on palpation over the paracervical musculature, and no muscle spasms. Ranges of motion were within normal limits (flexion: 50º/50º; extension: 60º/60º; right and left rotation: 80º/80º; right

and left lateral bending: 45º/45º). In the upper extremities, motor strength was 5/5; sensory examination was normal; and reflexes were 2+. There was no atrophy, and no evidence of deformity, swelling, ecchymosis or edema.

Examination of the lumbosacral spine revealed no tenderness to palpation of the paravertebral musculature, and no paraspinal spasm. Ranges of motion were within normal limits (flexion: 60º/60º; extension: 25º/25º; right and left lateral bending: 25º/25º). In the lower extremities, motor strength was 5/5; sensory examination was normal; and reflexes were 2+. There was no evidence of deformity, swelling, ecchymosis or edema of the lower extremities. Straight leg raising was negative bilaterally.

Examination of the left knee revealed no evidence of tenderness on palpation of the anterior, medial or lateral aspect of the knee. Ranges of motion were within normal limits (extension: 0º/0º; flexion: 150º/150º). Ligaments were stable. There was no valves or varus deformity. Lachman test, drawer sign and McMurray test were negative.

Dr. Roth's diagnoses were status post cervical spin and lumbosacral spine sprains/strains - resolved; status post left knee tendonitis - resolved; no evidence of Qi and blood stagnation in the UB and DU channels of the cervical spine and lumbar spine; and no evidence of Qi and blood stagnation in the ST and GB channels of the left knee.

Dr. Roth determined that there was no objective evidence of any disability from a physical medicine and rehabilitation point of view. He opined from a physiatric and acupuncture viewpoint, there was no medical necessity for physical therapy, acupuncture or any type of physiatric treatment to any of the examined areas. He maintained the the Assignor's subjective complaints were not correlated by objective findings. He found that there were no spasms, full ranges of motion were achieved and all testing performed was negative. He specifically opined that there was no medical necessity for diagnostic testing, household help, medical supplies or special transportation from a physiatric viewpoint.

I find the IME report is sufficient to meet Respondent's burden of production. The burden now shifts to the Applicant as it is the Applicant's burden, ultimately, to establish the medical necessity of the services at issue. *See* Insurance Law § 5102; *Shtarkman v. Allstate Insurance Co.*, 2002 NY Slip Op 50568(U), 2002 WL 32001277 (App. Term 9th & 10th Jud. Dists. 2002) (burden of establishing whether a medical test performed by a medical provider was medically necessary is on the latter, not the insurance company).

Rebuttal - Sayeedus Salehin, M.D., dated April 17, 2026

To refute the February 27, 2025 IME report by Dr. Roth, Applicant relies principally upon a rebuttal from Sayeedus Salehin, M.D., dated April 17, 2026, and the Assignor's medical records. Dr. Salehin initially provided a brief summary of the Assignor's medical history and the treatment that the Assignor received and summarized some of the findings from post-IME evaluations before addressing Dr. Roth's IME report. Dr.

Salehin respectfully disagreed with Dr. Roth's assessment and conclusions, and opined that the services rendered to the Assignor were medically necessary as an appropriate part of treatment for this patient.

Dr. Salehin contended that the subject IME report was incorrect for the following reasons:

> First, in light of the positive findings that were consistently found on the exam before, during, and after the subject IME, Dr. Roth incorrectly recommended no further treatment.
>
> Second, assuming the 02/27/2025 report is accurate as to findings on the exam, one cannot get an accurate picture of a paticnt's overall condition without considering all subsequent exams, as the 02/27/2025 report did not encompass any subsequent evaluations. Moreover, a patient's condition can appear to improve one day, but exacerbate a subsequent day, particularly as the IME report acknowledges positive complaints/findings on the exam.
>
> Third, as Eric Roth, M.D., acknowledged in the report, [the Assignor] had continued complaints of pain. This finding itself warranted further treatment.
>
> Fourth, in addition to the positive findings noted on subsequent treatment notes, the patient was diagnosed with a sprain of the ligament of the cervical spine and lumbar spine; sprain of the left knee; cervical, mid-cervical, and lumbar radiculopathy, which contradicts the IME physician's conclusion that the patient's condition was resolved.
>
> Fifth, the treating physician who is responsible for the care and treatment of the patient is in the best position to determine the need for continued treatment. The IME physician, on the other hand, who was retained by the insurance carrier, has no responsibility for the patient's best interests.
>
> There are no specific guidelines delineating the absolute structured path for treatment to be universally prescribed to all patients. Accordingly, great deference should be given to the treating provider charged with the responsibility to examine, diagnose, and treat a patient who presents with symptoms and positive clinical findings.

Analysis - Medical Necessity - Offices/PT - DOS 5/27/25-1/14/26

In addition to the rebuttal, Applicant also relied on the Assignor's medical records to oppose Respondent's medical necessity defense based on the IME cutoff. At the hearing, Applicant's counsel specifically pointed to the various contemporaneous treatment notes and the December 17, 2024 and April 3, 2025 medical examination reports and the December 19, 2024 pain management examination report as the most contemporaneous examination reports in the record. Applicant's counsel asserted that the Assignor's complaints at the IME, and the continuing complaints of pain and the positive findings

in the contemporaneous records, and other reports in the record, established that the Assignor's injuries were not resolved at the time of the IME and that continued treatment was medically necessary and justified.

After reviewing all of the submissions and taking into account the oral arguments of the parties, I find that Applicant has rebutted Respondent's defense and established, by a preponderance of credible evidence, that the nine dates of physical therapy services provided to the Assignor, subsequent to the IME cutoff, from May 27, 2025 to January 14, 2026, were medically necessary. The IME was conducted on February 27, 2025, over fifteen months after the accident, and the IME report documented what appeared to be thorough and detailed examination, with no positive findings noted. The services at issue were performed three to ten and a half months after the IME from May 27, 2025 to January 14, 2026. The positive findings from the contemporaneous examination report and other reports in the medical records provided objective evidence of the Assignor's continuing disability and furnish sufficient justification for the continued treatment at issue herein. The medical records documented, among other things, continued pain in the neck, low back, and left knee; range of motion deficits in the cervical spine, lumbar spine and left knee. These findings were consistent with other positive findings in the Assignor's medical records. The ongoing symptomology and deficits documented in the medical records are irreconcilable with the IME doctors' findings, diagnoses and recommendations of no further treatment. When faced with two inconsistent, but credible opinions, deference would be accorded to the treating provider, who actually performed examinations, established treatment and diagnostic plans, made diagnoses and performed medical services for the Assignor. Ultimately, I find the rebuttal and Applicant's supporting medical records and arguments to be more credible and persuasive than the IME report. Based on the totality of evidence in the record, Applicant has rebutted Respondent's defense and established the medical necessity of the services at issue. As Applicant has met its burden of persuasion, Applicant is entitled to reimbursement in the aggregate amount of **$490.06** for the two office evaluations of the Assignor and nine dates of physical therapy services provided to the Assignor, subsequent to the IME cutoff, from May 27, 2025 to January 14, 2026.

Conclusion

For the reasons set forth herein, Applicant is awarded reimbursement in the total amount of $1,645.65, with attorney's fees, interest and the arbitration filing fee as set forth below. This decision is in full disposition of all claims for no-fault benefits presently before this Arbitrator. Any further issues raised in the hearing record are held to be moot and/or waived insofar as not specifically raised at the time of the 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 applicant is AWARDED the following:

A.

Medical		**From/To**	**Claim Amount**	**Status**
	Brooklyn Medical Practice, PC	**08/01/24 - 08/27/24**	**$134.56**	**Awarded: $134.56**
	Brooklyn Medical Practice, PC	**09/05/24 - 09/25/24**	**$168.20**	**Awarded: $168.20**
	Brooklyn Medical Practice, PC	**10/03/24 - 10/29/24**	**$134.56**	**Awarded: $134.56**
	Brooklyn Medical Practice, PC	**10/08/24 - 10/08/24**	**$93.65**	**Awarded: $93.65**
	Brooklyn Medical Practice, PC	**11/13/24 - 11/26/24**	**$100.92**	**Awarded: $100.92**
	Brooklyn Medical Practice, PC	**12/17/24 - 12/17/24**	**$33.64**	**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**12/17/24 - 12/17/24**	**$93.65**	**Awarded: $93.65**

	Brooklyn Medical Practice, PC	**01/06/25 - 01/30/25**	**$100.92**	**Awarded: $100.92**
	Brooklyn Medical Practice, PC	**02/04/25 - 02/04/25**	**$33.64**	**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**03/03/25 - 03/18/25**	**$100.92**	**Awarded: $100.92**
	Brooklyn Medical Practice, PC	**04/03/25 - 04/03/25**	**$93.65**	**Awarded: $93.65**
	Brooklyn Medical Practice, PC	**04/03/25 - 04/22/25**	**$67.28**	**Awarded: $67.28**
	Brooklyn Medical Practice, PC	**05/27/25 - 05/27/25**	**$33.64**	**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**06/26/25 - 06/26/25**	**$33.64**	**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**06/26/25 - 06/26/25**	**$93.65**	**Awarded: $93.65**
	Brooklyn Medical Practice, PC	**07/22/25 - 07/22/25**	**$33.64**	**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**09/10/25 - 09/10/25**	**$33.64**	**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**10/08/25 - 10/08/25**	**$33.64**	**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**11/05/25 - 11/05/25**	**$93.65**	**Awarded: $93.65**

	Brooklyn Medical Practice, PC	**11/05/25 - 11/05/25**	**$33.64**	**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**12/10/25 - 12/17/25**	**$67.28**	**Awarded: $67.28**
	Brooklyn Medical Practice, PC	**01/14/26 - 01/14/26**	**$33.64**	**Awarded: $33.64**
Total			**$1,645.65**	**Awarded: $1,645.65**

B. The insurer shall also compute and pay the applicant interest set forth below. 02/20/2026 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

   Interest shall be computed from February 20, 2026, the AR-1 filing date, at the rate of 2% per month and ending with the date of payment of the award, subject to the provisions of 11 NYCRR 65-3.9(c).

C. Attorney's Fees

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

   Respondent shall pay the Applicant's attorney's fees in accordance with 11 NYCRR 65-4.6(d)

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 Suffolk

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

10/18/2026
(Dated)

Kihyun Kim

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

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Electronically Signed

Your name: Kihyun Kim
Signed on: 10/18/2026