American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

WeCare Medical Specialty Group LLC (Applicant)	AAA Case No.	17-26-1456-1985
	Applicant's File No.	MAT-26042981393
- and -	Insurer's Claim File No.	0598394050003
	NAIC No.	36447
Wausau Underwriters Insurance Company (Respondent)		

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 11/09/2026
   Declared closed by the arbitrator on 11/25/2026

   Tracy Redmond, Esq. from Brandon J. Broderick, Attorney at Law participated virtually for the Applicant

   Lisa Tuzzi from Wausau Underwriters Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$4,500.00**, was AMENDED and permitted by the arbitrator at the oral hearing.

   The amount claimed was amended by the applicant to $985.49 to conform to the appropriate fee schedule.

   Stipulations WERE NOT made by the parties regarding the issues to be determined.

3. Summary of Issues in Dispute

   The 59 year old EIP reported involvement in a motor vehicle accident on July 28, 2025; claimed related injury and underwent an injection provided by the applicant on March 16, 2026.

The applicant submitted a claim for these medical services, payment of which was timely denied by the respondent based on its calculation of the correct reimbursable amount pursuant to the New York Workers' Compensation Medical Fee Schedule and an agreement between the parties.

The issue to be determined at the hearing is whether the respondent established that non-payment for the services at issue was proper pursuant to the parties agreement.

4. Findings, Conclusions, and Basis Therefor

This hearing was held on Zoom and the decision is based upon the documents reviewed from 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.

In order to prevail in a fee schedule defense, the respondent must demonstrate by competent evidentiary proof that applicant's claims were in excess of the appropriate fee schedules, or otherwise respondent's defense of noncompliance with the appropriate fee schedule cannot be sustained. Continental Medical, P.C. v. Travelers Indemnity Co., 11 Misc.3d 145(A) (App. Term 1st Dept. 2006.)

An insurer fails to raise a triable issue of fact with respect to a defense that the fees charged were not in conformity with the Workers' Compensation fee schedule when it does not specify the actual reimbursement rates which formed the basis for its determination that the claimant billed in excess of the maximum amount permitted. See St. Vincent Medical Services, P.C. v. GEICO Ins. Co., 29 Misc.3d 141(A), 907 N.Y.S.2d 441 (App. Term 2d, Dec. 8, 2010.)

The parties agree on the correct amount in dispute. The respondent submitted an affidavit from a fee coder and the applicant amended the amount in dispute to $985.49 based on the calculation of the respondent's expert.

The issue in this case is about the Settlement and Release Agreement between the parties, a copy of which was submitted. It states in pertinent part:

Definitions

"Pain Management Injections"

Shall mean and include injections of any type, including but

not limited to epidural injections, steroid injections, nerve block

injections, facet injections, branch block injections, and therapeutic injections, including but not limited to services that maybe billed under CPT codes 62310, 62311, 64405, 64483, 64484, 64491, 64493, 64494, 64495, and 64490, and including any anesthesia, fluoroscopic guidance, or ultrasound guidance attendant thereto, but shall not mean or include nerve destruction or nerve ablation procedures of any type, or discography of any type.

Agreement Regarding Services With Dates of Service After the Date of the Complete Execution of This Agreement

(v) Pain Management Injections

The Providers shall not bill Liberty Mutual for, Liberty Mutual shall not be obligated to pay the Providers for, the Providers shall not collect from Liberty Mutual for, more than eight (8) Pain Management Injections provided to any individual Insured.

Both parties submitted post-hearing briefs regarding the reimbursement for injections performed from July 28, 2025 through March 16, 2026. March 16, 2026 is the date of the injection at issue in this matter.

The respondent contends that the respondent had already received 8 pain injections prior to the submission of the bill at issue.

The applicant contends that the respondent's proofs do not establish that the injections provided on March 16, 2026 exceeded the amount provided for in the agreement between the parties.

Accordingly, the applicant is awarded $985.49 in disposition of this claim.

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 the following:

A.

Medical		**From/To**	**Claim Amount**	**Amount Amended**	**Status**
	WeCare Medical Specialty Group LLC	**03/16/26 - 03/16/26**	**$4,500.00**	**$985.49**	**Awarded: $985.49**
Total			**$4,500.00**		**Awarded: $985.49**

B. The insurer shall also compute and pay the applicant interest set forth below. 05/14/2026 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

   Applicant is awarded interest pursuant to the no-fault regulations. See generally, 11 NYCRR Interest shall be calculated "at a rate of two percent per month, calculated on a *pro rata* basis using a 30 day month." See 11 NYCRR §64-3.9(a). A claim becomes overdue when it is not paid within 30 days after a proper demand is made for its payment. However, the regulations toll the accrual of interest when an applicant "does not request arbitration or institute a lawsuit within 30 days after the receipt of a denial of claim form or payment of benefits" calculated pursuant to Insurance Department

regulations. Where a claim is untimely denied, or not denied or paid, interest shall accrue as of the 30th day following the date the claim is presented by the claimant to the insurer for payment. Where a claim is timely denied, interest shall accrue as of the date an action is commenced or an arbitration requested, unless an action is commenced or an arbitration requested within 30 days after receipt of the denial, in which event interest shall begin to accrue as of the date the denial is received by the claimant. See, 11 NYCRR §65-3.9(c.) The Superintendent and the New York Court of Appeals has interpreted this provision to apply regardless of whether the particular denial was timely. LMK Psychological Servs. P.C. v. State Farm Mut. Auto. Ins. Co., 12 NY3d 217 (2009.)

C. Attorney's Fees

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

Applicant is awarded statutory attorney's fees pursuant to the no fault regulations. For cases filed after February 4, 2015 the attorney's fee shall be calculated as follows: 20% of the amount of first-party benefits awarded, plus interest thereon subject to no minimum fee and a maximum of $1,360.00. See 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 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.

11/26/2026
(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:
1442035390e967a987337afc1ea07d1f

Electronically Signed

Your name: Anne Malone
Signed on: 11/26/2026