American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Nektalov Family Chiropractic & PT, PLLC (Applicant)	AAA Case No.	17-25-1426-1933
	Applicant's File No.	186511
- and -	Insurer's Claim File No.	802285627
	NAIC No.	29688
Allstate Fire & Casualty 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 11/04/2026
   Declared closed by the arbitrator on 11/04/2026

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

   Morenike Erinkitola, Esq. from Law Offices Of Richard Schoenberg participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$3,934.04**, was AMENDED and permitted by the arbitrator at the oral hearing.

   The amount claimed was amended by the applicant to $2,801.56 to conform to the appropriate fee schedule. The respondent did not agree to this amended amount.

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

3. Summary of Issues in Dispute

   The 34 year old EIP reported involvement in a motor vehicle accident on August 11, 2025; claimed related injury and underwent shockwave therapy provided by the applicant from August 22, 2025 to September 5, 2025.

The applicant submitted a claim for these medical services. At the hearing, the applicant acknowledged partial payment of $458.40 as correct payment for the chiropractic services billed under CPT codes 98941 and 97710 and reduced the amount in dispute $2,801.56 which is the amount billed under CPT code 0101T for shockwave therapy provided on four dates of service.

The respondent contends that the partial payment of $458.40 is the total amount due for this claim based on its calculation of the correct reimbursable amount pursuant to the New York Workers' Compensation Chiropractic Fee Schedule.

The issue to be determined at the hearing is whether the respondent established its fee schedule defense.

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.

There were three fee schedule issues in this claim.

1. Billing in excess of 12 RVUs for each date of service.

2. Billing for treatment not included in the chiropractic fee schedule for each date of service.

3. Billing for PPE on August 22, 2025 and August 27, 2025.

Based on the amount in dispute amended at the hearing, the only remaining issue is whether the respondent established that the applicant is not entitled to reimbursement for the shockwave therapy billed by a chiropractor under CPT code 0101T.

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 applicant billed a total of $2,801.56 ($700.39 for each of four dates of service) under CPT code 0101T, payment of which was denied by the respondent on the grounds that this CPT code is not listed in the 2020 New York Workers' Compensation Chiropractic Fee Schedule.

This 2020 fee schedule lists Category III codes only under Surgery, Radiology and Medicine which are subject to the conversion factor from these sections. CPT code 0101T, identified as "Extracorporeal shock wave" is listed under "Surgery."

Ground Rule 10 in the 2020 Chiropractic fee schedule states:

A chiropractor may only use CPT codes contained in

the Chiropractic Fee Schedule for billing of treatment

A chiropractor may not use codes that do not appear in

the Chiropractic Fee Schedule.

Based on a plain reading of the 2020 New York Workers' Compensation Chiropractic Fee Schedule, the respondent has established its fee schedule defense.

Accordingly, the claim for Extracorporeal shockwave treatment at issue is dismissed with prejudice.

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 claim is DENIED in its entirety

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.

11/28/2026
(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:
8bf766325addcbe79b685fc4213bb6de

Electronically Signed

Your name: Anne Malone
Signed on: 11/28/2026