

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Titan Equipment Inc.
(Applicant)

- and -

Geico Insurance Company
(Respondent)

AAA Case No. 17-22-1267-6148
Applicant's File No. 163.490
Insurer's Claim File No. 0246509360101148
NAIC No.

ARBITRATION AWARD

I, Frank Marotta, 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-MT

1. Hearing(s) held on 11/28/2023
Declared closed by the arbitrator on 11/28/2023

Allen Tsirelman, Esq. from Tsirelman Law Firm PLLC participated virtually for the Applicant

Brian McDonough, Esq. from Geico Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$844.13**, 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

The record reveals that the Assignor-MT, a 43-year-old-female, sustained injuries in a motor vehicle accident on 7/27/21.

The Applicant seeks reimbursement for providing the Assignor with a Lumbar Sacral Orthosis (LSO) on 10/20/21 prescribed by Chiropractor, Dr. Thomasina Striano on 10/5/21.

On 8/15/22 the Respondent denied the claim based on the failure of the Applicant to comply with their initial verification request of 3/24/22 within 120 calendar days of such request or providing written proof of a reasonable justification for their failure to comply.

The issue is whether Respondent established its 120-day defense.

4. Findings, Conclusions, and Basis Therefor

The Applicant filed this arbitration in the amount of \$844.13 for disputed fees in connection with providing the Assignor with an LSO on 10/20/21.

This hearing was conducted using the documents contained in the Electronic Case Folder (ECF) maintained by the American Arbitration Association. All documents contained in the ECF are made part of the record of this hearing and my decision was made after a review of all relevant documents found in the ECF as well as the arguments presented by the parties during the hearing. In accordance with 11 NYCRR 65-4.5(o) (1), an arbitrator shall be the judge of the relevance and materiality of the evidence and strict conformity of the legal rules of evidence shall not be necessary. Further, the arbitrator may question or examine any witnesses and independently raise any issue that Arbitrator deems relevant to making an award that is consistent with the Insurance Law and the Department Regulations. The parties appeared and the hearing was conducted virtually via zoom.

There is no dispute that the bills in issue were submitted to and received by the Respondent for the purposes of Applicant's prima facie case, Viviane Etienne Medical Care, P.C. v. Country-Wide Ins. Co., 114 A.D.3d 33, 977 N.Y.S.2d 292 (2d Dept. 2013), *aff'd* 25 NY 3d 498 (2015); Mary Immaculate Hospital v. Allstate Ins. Co., 5 A.D.3d 742, 774 N.Y.S.2d 564 (2d Dept. 2004). The Respondent acknowledges they received the bill on the denial document submitted in support of their defense. See Ultra Diagnostics Imaging v. Liberty Mutual Ins. Co., 2005 NY Slip Op 25402, 9 Misc.3d 97 (App. Term 9th & 10th Dists. 2005). The Respondent acknowledges receipt of bills in the amount of \$844.13 on 11/29/21.

An insurer is required to pay, in whole or in part, a claim for no-fault benefits within 30 days. Insurance Law §5106(a); 11NYCRR 65- 3.8 (c). The 30-day period in which to either pay or deny a claim may be extended by making a request for additional verification of the claim within, "*15 business days of receipt of the prescribed verification forms*" 11 NYCRR §65-3.5(b). If the verification has not been supplied to the insurer 30 days after the original request the insurer shall, "*at a minimum... within 10 calendar days, follow with the party from whom the verification was requested, either by telephone call properly documented in the file or by mail.*" 11 NYCRR §65-3.6(b). The 30-day period to pay or deny a claim does not begin to run until all outstanding verification requests is received, 11 NYCRR §65-3.5 (c); §65-3.8 (a); Central Suffolk Hospital v. NY Central Mut Fire Ins. Co., 24 A.D.3d 492, 807 N.Y.S.2d 382 (2d Dept

2005); New York & Presbyterian Hospital v Progressive Cas. Ins. Co., 2004 NY Slip Op 01750, 5 AD3d 568 (App Div 2d Dept. 2004). Hospital for Joint Diseases v. State Farm Mut. Auto. Ins. Co., 8 AD3d 533, 2004 NY Slip Op 05413 (App. Div. 2nd Dept., 2004); Daily Medical Equipment Distribution Center, Inc. v. Interboro Ins. Co., 56 Misc.3d 135(A), 2017 N.Y. Slip Op. 50958(U) (App. Term 2d, 11th & 13th Dists. July 21, 2017).

Section 65-3.5 of the No Fault Regulation was amended to allow an insurer to deny a claim for which verification was requested but not provided within 120 calendar days from the date of the initial request, Specifically, 11 NYCRR § 65-3.5 (o) states;

"An applicant from whom verification is requested shall, within 120 calendar days from the date of the initial request for verification, submit all such verification under the applicant's control or possession or written proof providing reasonable justification for the failure to comply. The insurer shall advise the applicant in the verification request that the insurer may deny the claim if the applicant does not provide within 120 calendar days from the date of the initial request either all such verification under the applicant's control or possession or written proof providing reasonable justification for the failure to comply. The subdivision shall not apply to a prescribed form (NF-10 form) as set forth in Appendix 13 of this title, medical examination request or examination under oath request. This subdivision shall apply with respect to claims for medical services, to any treatment or services rendered on or after April 1, 2013 and with respect to claims for lost earnings and reasonable and necessary expenses, to any accident occurring on or after April 1, 2013...."

See also 11 NYCRR 65-3.8 (b) (3) stating.

"Except as provided in subdivision (e) of this section, an insurer shall not issue a denial of claim form (NYS form NF-10) prior to its receipt of verification of all of the relevant information requested pursuant to sections 65-3.5 and 65-3.6 of this Subpart (e.g., medical reports, wage verification, etc.). However, an insurer may issue a denial if, more than 120 calendar days after the initial request for verification, the applicant has not submitted all such verification under the applicant's control or possession or written proof providing reasonable justification for the failure to comply, provided that the verification request so advised the applicant as required in section 65-3.5(o) of this Subpart. This subdivision shall not apply to a prescribed form (NF-form) as set forth in Appendix 13 of this Title, medical examination request, or examination under oath request. This paragraph shall apply, with respect to claims for medical services, to any treatment or service rendered on or after April 1, 2013, and with respect to claims for lost earnings and reasonable and necessary expenses, to any accident occurring on or after April 1, 2013."

The Respondent provides a letter to the Applicant dated 12/7/21 designated as a first request for an examination under oath (EUO) of the Applicant in connection with the claim of this Assignor. The EUO was scheduled for 12/28/21.

The Respondent provides a letter to the Applicant dated 12/28/21 designated a rescheduling notice of Applicant's EUO in connection with the claim of this Assignor. The EUO was rescheduled for 2/15/22.

The Respondent provides a letter to the Applicant dated 12/29/21 designated an amended rescheduling notice of Applicant's EUO in connection with the claim. of this Assignor. The EUO was rescheduled for 2/15/22.

The Respondent provides a letter to the Applicant dated 2/25/22 designated a rescheduling notice of Applicant's EUO in connection with the claim. The EUO was rescheduled for 3/24/22.

The Respondent provides a letter to the Applicant dated 3/7/22 and designated as a rescheduling notice of Applicant's EUO in connection with the claim. The EUO was rescheduled for 3/17/22.

The record reveals that the EUO was conducted on 3/17/22 when Arsen Rafakov appeared on behalf of the Applicant.

On 3/24/22 the Respondent issued a post-EUO verification demand involving the claim in question noting:

"Mr. Arsen Rafailov, appeared for an EUO as part of GEICO's investigation into billing received by Titan Equipment, Inc. The EUO of Mr. Rafailov, who testified as the manager on behalf of Titan Equipment, Inc., raised serious issues and certain documents were requested by GEICO. Precisely, Mr. Rafailov's testimony calls into question the accuracy of the billing practices and procedures implemented at Titan Equipment, Inc. as well as its relationship with prescribing physicians. As such, based upon the investigation that was conducted as well as the testimony elicited at the Examination Under Oath, specific verification is necessary to complete Titan Equipment, Inc.'s proof of claim and therefore, is a condition of coverage for its claim. Please be advised that GEICO will not pay Titan Equipment, Inc., for any services provided to the eligible injured persons until Titan Equipment, Inc., has provided the verification that GEICO has required."

In their letter Respondent requests the following:

- 1. Incorporation documents for Titan Equipment, Inc.*
- 2. New York State Department of Consumer Affairs certificate for Titan Equipment, Inc.*
- 3. DME certificate for Titan Equipment, Inc.*
- 4. Mr. Rafailov's orthotic fitter license*
- 5. Johnny Rodriguez's orthotic fitter license*

6. *Michelle Shimonov's orthotic fitter license*
7. *Email, phone number, and fax number for Titan Equipment, Inc.*
8. *Written lease agreement for Titan Equipment, Inc.'s office at 95-04 104th St, Ozone Park, NY*
9. *Copies of cashed rent checks (front and back) for the past six (6) months at 95-04 104th St, Ozone Park, NY*
10. *W-2s for the following individuals: a. Johnny Rodriguez b. Tanya Maradiga c. Siany Torres d. Arsen Rafailov e. Michelle Shimonov*
11. *Name of the program Titan Equipment, Inc uses to receive DME prescriptions*
12. *A copy of the purchase invoice for the program used to receive DME prescriptions and proof of payment*
13. *Last six (6) months of invoices or most recent invoice, if last invoice for the associated wholesaler is prior to six (6) months, and proof of corresponding payment for the following Titan Equipment, Inc., durable medical equipment wholesale providers: a. Complete Medical Supplies b. Comfortland c. Advance Orthopedics*
14. *Address and contact information for the following wholesale providers: a. Complete Medical Supplies b. Comfortland c. Advance Orthopedics*
15. *Picture of all supplies provided by Titan Equipment, Inc., including but not limited to the following DME item: a. Cervical Traction Unit*
b. Custom fitted LSO c. Control fitted LSO d. Shoulder Brace e. Knee Brace f. Osteogenic Stimulator
16. *List of all medical offices, doctors and clinics that prescribe to Titan Equipment, Inc.*
17. *License plate number associated with Mr. Rodriguez and Mr. Rafailov's vehicles which is used in delivering various durable medical equipment on behalf of Titan Equipment, Inc.*
18. *Full patient file, including signed delivery and pickup receipts, for the following claimants: a. Samia Chaudry b. Araceli Reyes."*

The record reveals that the parties exchanged communications, the Applicant sending responds on 4/27/22, 5/6/22 and 7/12/22. Each of the Applicant's responses included information and/or documents requested while raising objections as to others as irrelevant, unduly burdensome, and not reasonably necessary to verify the claims while seeking explanations as to why the Respondent needed the information to process the claim. The Respondent provides letters replying to the Applicant's response dated 5/3/22, 5/20/22 and 7/21/22.

In the Respondent's letter dated 7/21/22 Respondent acknowledges receipt of Applicant's 7/12/22 responses but advises the Applicant that the following materials were necessary before they could process the claim:

1-Last six (6) months of invoices or most recent invoice, if last invoice for the associated wholesaler is prior to six (6) months, and proof of corresponding payment for the following Titan Equipment, Inc., durable medical equipment wholesale providers:

Complete Medical Supplies

Comfortland

Advanced Orthoepdics

**** The Invoices are required by Geico to confirm appropriate amounts for the DME items.****

2 - Picture of all supplies provided by Titan Equipment, Inc., including but not limited to the following DME items:

- a. Cervical Traction Unit,*
- b. Custom fitted LSO,*
- c. Control fitted LSO,*
- d. Shoulder Brace,*
- e. Knee Brace and*
- f. Osteogenic Stimulator.*

3 - List of all medical offices, doctors and clinics that prescribe to Titan Equipment, Inc.

4 - License plate number associated with Mr. Rodriguez and Mr. Rafailov's vehicles which is used in delivering various durable medical equipment on behalf of Titan Equipment, Inc.

On 8/15/22 the Respondent issued denials on each claim noting:

"Payment is denied. You have failed to comply with our initial verification request of 03/24/2022 within 120 calendars days of such request or provide us with written proof providing reasonable justification for your failure to comply with the verification request."

The Applicant raised several arguments against Respondent's defense. Initially that the Respondent has not met its burden of proof establishing the timely mailing of their

verification requests and as such the delay for the EUO of the Applicant as to this claim must be treated as a nullity based on the Court holding in Neptune Medical Care, P.C. v. Ameriprise Auto & Home Insurance, 48 Misc.3d 139(A), 2015 N.Y. Slip Op. 51220(U) (App. Term 2nd, 11th and 13 Jud. Dists., Aug. 5, 2015). In support of this argument the Applicant provides a decision by Arbitrator Eva Gaspari in the matter of Titan Equipment Inc. and Geico Insurance Company, AAA Case No. 17-22-1266-6510. Having considered the argument made, the proof submitted and the evidence of ongoing communications between the parties regarding the EUO and the post-EUO verification request that there is sufficient evidence to establish that the verification requests were mailed, and the items discussed the letters between the parties were either provided or remain outstanding. Island Life Chiropractic, P.C. v Travelers Ins. Co., 2019 NY Slip Op 51273(U) (App. Term 2d, 11th and 13th Jud. Dist. 2019). See also Right Aid Medical Supply Corp. v. State Farm Mut. Auto. Ins. Co., 2019 Slip Op 51409(U) (App. Term 2d, 11th and 13th Jud. Dist. 2019). Additionally, I find Respondent's post-EUO verification request made on 3/24/22 to be proper. Quality Health Products, Inc. v. Auto One Ins. Co., 20 Misc.3d 136(A), 867 N.Y.S.2d 377 (Table), 2008 N.Y. Slip Op. 51530(U) (App. Term 2nd and 11th Jud. Dists., July 10, 2008). See also Sure Way NY, Inc. v. Travelers Ins. Co., 56 Misc.3d 289 (Civ. Ct. Kings Co., 2016).

The Applicant further asserts that they substantially complied with the Respondent's verification request with their response dated 7/12/22. In response to the request for invoices and corresponding proof of payment for Comfortland and Advance Orthopedics, The Applicant's attorney in their 7/12/22 response objected to the request for the invoices and the proof of payment from Comfortland and Advance Orthopedics, noting that the invoices submitted to you in our prior response were for non-fee scheduled items that were provided to the claimants. The invoices that you are now requesting are for fee scheduled items, thus wholesale invoices are irrelevant for determining whether to pay the claims because there is only on charge allowable for each of the fee scheduled items. If GEICO remains convinced that copies of said invoices and proofs of payments are necessary to verify the claims at issue, kindly provide a detailed explanation as to why you are requesting these items, and how this information will help GEICO to determine to pay or deny the claims. As to the pictures of the medical supplies provided to the patient, the Applicant's letter of 7/12/22 advised the Respondent that the supplies for the claims at issue have already been provided to the patients. Therefore, Titan Equipment no longer possesses the said items to have pictures taken. Moreover, the CPT codes on the bills in your possession provide a description of the supplies that were issued. If you believe the fee schedule does not provide adequate description for GEICO to verify the claims, please specify which supply for which particular patients you require additional descriptions for. As to the list of doctors and clinics that prescribe to the Applicant, the Applicant's 7/12/22 letter objected to this request as overbroad and not reasonably necessary for verifying the claims at issue. Furthermore, the prescriptions that have been provided to GEICO state the names of the prescribers of the supplies for said claims. If you believe the prescriptions do not provide adequate information for GEICO to verify the claims, please specify which supply for which particular patients you require additional information for. As for the license plate number associated with Mr. Rodriguez and Mr. Rafailov's vehicles which is used in delivering various durable medical equipment on behalf of Titan Equipment, Inc. the Applicant's 7/12/22 letter objects to the demand as

unreasonable and not necessary for verifying the claims at issue. If GEICO remains convinced that the license plate numbers associated with Mr. Rodriguez and Mr. Rafailov's vehicles are necessary to verify the claims at issue, kindly provide a detailed explanation as to why you are requesting these items, and how this information will help GEICO to determine whether to pay or deny the claim.

Having reviewed decision favorable to both parties, the Affidavit of Kimberly Lobasso, an investigator with the Respondent Special Investigation Unit (SIU), the evidence presented, and the arguments made, I find that there is sufficient proof to support Respondent's denial of the claim based on the failure of the Applicant to submit invoices and corresponding proof of payment for Comfortland and Advance Orthopedics.

In Titan Equipment Inc. and Geico Insurance Company, AAA Case No. 17-22-1267-5306 Arbitrator Howard Jacob faced the same request and response found the Respondent entitled to the invoices requested. In his dated 7/11/23 Arbitrator Jacob notes "*The distinction that the Applicant draws between fee scheduled items and non-fee scheduled items misses the point. The Respondent is attempting to verify whether the items were in the Applicant's inventory as a result of purchases from its wholesale distributors at or around the time the items were billed to the Respondent by the Applicant.*"

In a decision dated 10/6/23 in Titan Equipment Inc. and Geico Insurance Company, AAA Case No. 17-22-1267-6482 Arbitrator Linda Filosa relied on CPM MED SUPPLY, INC. v. STATE FARM FIRE AND CASUALTY INSURANCE COMPANY, 63 Misc.3d 140 (A), 114 N.Y.S.3d 802 (Table) 2017-315 K C (Supreme Court, Appellate Term, New York April 12, 2019 to find that the Respondent's request was proper when seeking invoices for the Durable Medical Equipment. It was noted by the Court that "*While plaintiff did respond in writing to defendant's verification requests pertaining to the claim ..., plaintiff neither provided the invoices requested by defendant nor stated that it was not in possession or control of those invoices. Rather, plaintiff merely set forth its opinion that the items requested were "not needed," based upon its own interpretation of how the rate of reimbursement should be calculated. This is not a "reasonable justification for the failure to comply" with a verification request (11 NYCRR 65-3.8 [b] [3]), or a sufficient response (citations omitted).*"

Arbitrator Alina Shafranov in Titan Equipment Inc. and Geico Insurance Company, AAA Case No. 17-22-1265-1416 notes in her decision dated 6/15/23 (affirmed on appeal by Master Arbitrator A. Jeffrey Grob in a decision dated 9/21/23) that:

"Respondent has the right to verify the identity of the manufacturer, and the nature and authenticity of the invoice and durable medical equipment issued, as well as the identity of the physicians prescribing medical supplies. The requests for wholesale invoices corresponding to the billed for supplies, proof of payment, and names of physicians relating to the prescription and purchases of those supplies are reasonable as they are needed to verify that the billed for items were provided, acquired, and purchased from a legitimate wholesaler. I find Applicant's objection to providing these documents is lacking. I find that it was reasonable for the Respondent to request these items, and that Respondent is entitled to this information in order to properly verify Applicant's claims."

In a decision dated 7/13/23 Arbitrator Mitchell Kleinman in Titan Equipment Inc. and Geico Insurance Company, AAA Case No. 17-22-1266-7105 (affirmed on appeal by Master Arbitrator Steven Rickman in a decision dated 10/26/23) noted:

"The record reveals that verification requests were sent out timely to the provider requesting items related to the business practices of the subject provider. The verification requests were sent to the same provider address that appears on the bill and their receipt was not denied. The Applicant submitted responses and provided documents to the verification requests issued by the Respondent. The Applicant objected to the production of these documents and argued that they were not relevant. The Respondent contended that the documents requested were necessary and relevant. After careful review of the evidence submitted, including arbitration awards, I find that the verification requests in this case were reasonable and proper. The response received from the provider objected to the verification request, thus, the issue becomes whether the request was a proper verification request, not whether the response received was "arguably responsive." See AAA Case No. 17-22-1265-1416. Overall, I find that the Respondent properly and timely issued verification requests and denials, and their defense based upon the Applicant's lack of compliance with the 120-day rule is supported by the evidence submitted. Therefore, I find for the Respondent. Any further issues raised in the hearing record are held to be moot and/or waived insofar as not raised at the time of the hearing."

Finally, relying on The Matter of Progressive Cas. Ins. Co. (Elite Med. Supply of N.Y., LLC) (162 AD3d 1471 [4th Dept. 2018]), the Applicant argues that if it is found that the Applicant failed to comply 11 NYCRR § 65-3.5 (o) by providing verification within 120 calendar day of the initial request the remedy is not a denial of the claim but a dismissed without prejudice to allow the Applicant the opportunity to supplement its response. This issue was addressed by Master Arbitrator Steven Rickman in the matter of Titan Equipment a/a/o JA and Geico Insurance Company, AAA ASSESSMENT NO.: 99-22-1266-7105.

In addition to affirming in its entirety the factual findings of Arbitrator Mitchell Kleinman that the Respondent properly and timely issued verification requests and denials, and their defense based upon the Applicant's lack of compliance with the 120-day rule is supported by the evidence Master Arbitrator Rickman in a decision dated noted:

"I further reject Appellant's argument that the NFA was incorrect as a matter of law for not dismissing the case without prejudice to permit Applicant the opportunity to cure the defect by providing the outstanding information. Contrary to Appellant's assertion, the case Matter of Progressive Cas. Ins. Co. (Elite Med. Supply of N.Y., LLC). 162 AD3d 1471, (4 th Dept. 2018), does not stand for the legal proposition that the provider must be given the opportunity to cure the defect. In that case former Master Arbitrator Frank Godson interpreted the 120-day rule in such manner that Applicant would be allowed to cure the defect by supplying the outstanding information. The court upheld the determination finding that it had a rational basis. The court made no determination that this was in fact "the law" on how the 120-day rule should/must be applied."

Master Arbitrator Rickman went on to say:

"Appellant has failed to convince the undersigned that the NFA's determination is contrary to any settled law on the issue involved. In fact, it is my determination that the NFA herein is correct as a matter of law by outright dismissing the case. This is entirely consistent with the stated purpose for the institution of the 120-day rule. Prior to the 120-day rule there was no statutory deadline for the health care provider to respond to a verification request. The insurer was not permitted to deny a claim for not receiving the requested verification (if it did so, it waived its right to the requested information). This resulted in a large number of claims being tolled indefinitely which became very costly in statutory interest for insurers. The 120-day rule was instituted to speed up the claims process and reduce the number of indefinitely tolled claims.

Adopting Appellant's interpretation of the 120-day rule would defeat its purpose. All Applicant would have to do is object to the verification request (reasonably or not), and then wait up to six years to file an arbitration with little to lose. If the NFA decides against the Applicant, the Applicant would be able to cure the defect at that time. If the NFA decides for Applicant, now Applicant gets awarded the claim with statutory interest. Not exactly what the Department of Financial Services had in mind. I agree with Master Arbitrator A. Jeffrey Grob in AAA Case #: 99-22-1265-1416 (9/21/23) who rejected Applicant's claimed entitlement to a "mulligan"

After considering the argument raised by the Applicant in the instant matter, I adopted Master Arbitrator Rickman's well-reasoned interpretation of the court's review in *The Matter of Progressive Cas. Ins. Co. (Elite Med. Supply of N.Y., LLC)*, supra and find that the Applicant claim should be denied 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 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 Suffolk

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

11/29/2023
(Dated)

Frank Marotta

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:
cb039d56482d93e946356d01c79b2788

Electronically Signed

Your name: Frank Marotta
Signed on: 11/29/2023