

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Jamaica Supplies 1 Inc
(Applicant)

- and -

American Transit Insurance Company
(Respondent)

AAA Case No. 17-24-1350-2410

Applicant's File No. LIP-37045

Insurer's Claim File No. 113811001

NAIC No. 16616

ARBITRATION AWARD

I, Kevin R. Glynn, 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 11/19/2024
Declared closed by the arbitrator on 11/19/2024

Usman Nawaz, Esq. from Law Offices of Ilya E Parnas P.C. participated virtually for
the Applicant

Adam Waknine, Esq. from American Transit Insurance Company participated virtually
for the Respondent

2. The amount claimed in the Arbitration Request, **\$2,090.53**, 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 Assignor, BKA, is a 53yo male who was injured in a motor vehicle accident on 10/22/23. In dispute is Applicant's claim for a Cervical Collar, Cervical Pillow, Lumbar Back Cushion, Ortho Car Seat, Mattress, LSO, Shoulder Support, and Bed-Board provided on 11/3/23 in the amount of \$2,090.53. Respondent's defense is that there are outstanding requests for additional verification of the claim. Therefore, the issue in dispute is whether Respondent's outstanding verification defense can be sustained, and if not, the proper amount of reimbursement.

4. Findings, Conclusions, and Basis Therefor

This case was decided based upon the submissions of the Parties as contained in the electronic file maintained by the American Arbitration Association, and the oral arguments of the parties' representatives. There were no witnesses. I reviewed the documents contained in MODRIA for both parties and made my decision in reliance thereon. Only the arguments presented at the hearing are preserved in this decision; all other arguments not presented at the hearing are considered waived.

If an insurer asserts that the claim(s) are premature due to outstanding verification, the insurer must demonstrate that the verification request and follow-up verification request were timely issued, and that no response was received. Compas Med., P.C. v. Praetorian, 49 Misc 3d 129(A), 2015 NY Slip Op 51403(U)(App Term, 2nd , 11th and 13th Jud. Dists. 2015). If the insurer can demonstrate that the initial verification request and follow-up verification request were timely issued, and that no response was received, the matter will be deemed premature and not ripe for adjudication. See Mount Sinai Hosp. v. Chubb Group of Ins. Co., 43 AD3d 889, 2007 NY Slip Op 06650 (App. Div., 2nd Dept., 2007).

Respondent submitted proof, supported by Applicant's submission, that upon receipt of the claim on 12/27/23 it sought additional verification on 1/23/24 and 2/26/24. The verification being sought was a "detailed letter of necessity from referring physician to show how prescription is necessary and related to the accident of record." Applicant submitted a response dated 4/22/24 that was allegedly sent by email to nfmails@american-transit.com. However, the letter of necessity that was purportedly prepared by the referring doctor was prepared under the letterhead of the Applicant medical supply company and was not signed by the doctor. Furthermore, it is not explained by Applicant where it received that email address for Respondent or if it is even a valid email address for Respondent. Applicant failed to submit adequate proof that it had submitted the requested verification. Applicant's claim is dismissed without prejudice.

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 DISMISSED without prejudice

This award is in full settlement of all no-fault benefit claims submitted to this arbitrator.

State of NY
SS :
County of Suffolk

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

12/19/2024
(Dated)

Kevin R. Glynn

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:

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Electronically Signed

Your name: Kevin R. Glynn
Signed on: 12/19/2024