

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Opaque NY Inc.
(Applicant)

- and -

American Transit Insurance Company
(Respondent)

AAA Case No. 17-23-1302-0665

Applicant's File No. DK23-351774

Insurer's Claim File No. 1127921-90

NAIC No.

ARBITRATION AWARD

I, Matthew K. Viverito, 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 01/28/2025
Declared closed by the arbitrator on 01/28/2025

Jennifer Raheb from Korsunskiy Legal Group, P.C. participated virtually for the Applicant

Erisa Ahmedi from American Transit Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$275.18**, 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

This arbitration arises out of medical treatment for the EIP, a 49 year old female, related to injuries sustained in a motor vehicle accident that occurred on 2/16/23. Applicant seeks reimbursement in the amount of \$275.18 for duplex scan (of extracranial arteries) services performed on 2/27/23. Respondent denied payment of the within claim based on the allegation that applicant failed to submit written notice of claim within 30 days of the accident (a.k.a. the "30-day rule"). The issue presented is whether respondent can sustain its "30-day rule" defense.

4. Findings, Conclusions, and Basis Therefor

This hearing was conducted using documents contained in MODRIA. Any documents contained in the folder are hereby incorporated into this hearing. I have reviewed all relevant exhibits contained in MODRIA and maintained by the American Arbitration Association.

As indicated above, respondent denied payment of the within claim based on the allegation that applicant failed to submit written notice of claim within 30 days of the accident (a.k.a. the "30-day rule").

As per regulation number 68, written notice of the accident shall be given as soon as reasonably practicable, but in no event beyond 30 days after the date of the accident, unless the eligible injured person submits written proof providing clear and reasonable justification for the failure to comply with such time limitations. Respondent asserted that applicant failed to submit written notice of claim within 30 days of the accident. Respondent further asserted that applicant failed to provide clear and reasonable justification for the failure to comply with such time limitation.

As indicated above, the subject motor vehicle accident occurred on 2/16/23.

The evidence reveals that respondent did not receive notice of claim until on or about 3/31/23, well beyond the requisite 30-day period.

The evidence further revealed that applicant failed to provide any justification for the late notice.

Therefore, I find that respondent has sustained its "30-day rule" defense.

Accordingly, applicant's claim is dismissed without prejudice as there appears to be available coverage with a different insurance carrier.

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 Nassau

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

01/28/2025
(Dated)

Matthew K. Viverito

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:
8b6b69052c0f6c46a41640e95a1ecc9a

Electronically Signed

Your name: Matthew K. Viverito
Signed on: 01/28/2025