

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Sanford Radiology PC  
(Applicant)

- and -

Enterprise Rent A Car  
(Respondent)

AAA Case No. 17-24-1368-6727

Applicant's File No. 3335593

Insurer's Claim File No. 20641224

NAIC No. Self-Insured

**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 04/14/2025  
Declared closed by the arbitrator on 04/14/2025

Stacy Mandel Kaplan, Esq. from Israel Purdy, LLP participated virtually for the Applicant

Ayesha Syed, Esq. from McCormack, Mattei & Holler participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$3,903.97**, was AMENDED and permitted by the arbitrator at the oral hearing.

The amount claimed was amended by the applicant to \$3,420.40 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 34 year old EIP reported involvement in a motor vehicle accident on January 17, 2024; claimed related injury and underwent MRI studies of the right shoulder and wrist on March 7, 2024 and cervical and lumbar spine provided by the applicant on March 21, 2024.

The applicant submitted claim for these medical services, payment of which was denied by the respondent because it did not receive notice of this claim within 30 days of the date of the subject accident.

**The issue to be determined at the hearing is whether the respondent established its defense of late notice of the claim at issue.**

#### 4. Findings, Conclusions, and Basis Therefor

This decision is based upon the documents reviewed in 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.

It is well settled that an applicant establishes its *prima facie* showing of entitlement to no-fault benefits by submitting evidentiary proof that the prescribed statutory billing forms had been mailed, received by the respondent and that payment of no fault benefits were overdue. Mary Immaculate Hospital v. Allstate Insurance Company, 5 A.D. 3d 742, 774 N.Y.S.2d 564 (2d Dept. 2004.)

An insurer in a no-fault matter will be precluded as a matter of law from asserting a defense on the ground that plaintiff untimely notified the respondent of the claim at issue if such defense is not raised in a timely denial. New York and Presbyterian Hospital v. Empire Ins. Co., 286 A.D.2d 322 (2d Dept.2001); St. Clare's Hospital v. Allcity Ins. Co., 201 A.D.2d 718 (2d Dept. 1994.)

If respondent has preserved such defense in a timely denial, respondent will still be precluded from proffering such defense as a matter of law unless respondent advised applicant that "late notice will be excused where the applicant can provide a reasonable justification of the failure to give timely notice." 11 NYCRR 65-3.3(e). See also Radiology Today, P.C. v. Citiwide Auto Leasing, Inc., 2007 NY Slip Op 27111 (App. Term 2<sup>nd</sup> and 11<sup>th</sup> Jud. Dists. 2007); SZ Medical P.C. v. Country-Wide Insurance Co., 12 Misc.3d 52, 817 N.Y.S.2d 851 (App. Term 2<sup>nd</sup> and 11<sup>th</sup> Jud. Dists. 2006.)

In the instant matter, the respondent's denial was timely and it contained the requisite language regarding "reasonable justification."

The applicant contends that the claim at issue was submitted to GEICO on March 29, 2024 and that GEICO denied the claim on April 18, 2024 because it did not provide coverage for the subject accident. The claim was then submitted to Enterprise Rent A Car on May 3, 2024. The applicant provided proof of mailing of this claim to ELRAC on May 6, 2024

The respondent argued that it did not receive timely notice of the subject claim.

Although the applicant provided a proof of mailing of this claim to this respondent, it did not provide any documentation such as a police report, copy of any correspondence from GEICO confirming that it was not the correct insurer associated with this claim or any documentation to provide "reasonable justification" for late submission of this claim to Enterprise Rent A Car.

The applicant relies upon a letter dated May 3, 2024 to the respondent which stated in pertinent part:

This claim was submitted to GOVERNMENT EMPLOYEES  
INSURANCE CO. on 04/24/24 as indicated by the attached

documentation. The clear and reasonable justification for failing  
to submit the claim to your office in a timely manner is:

The claim was originally submitted timely to GEICO Insurance  
based on the direction of our client. Upon receipt of the claims,  
GEICO Insurance issued the attached denial dated 4/18/2024 stating  
there is possible coverage with your company under claim #20641224.

Therefore, we are resubmitting all claims to your office today.

The submissions did not contain any documentation from GEICO to the  
applicant to explain GEICO's contention that there was "possible coverage"  
provided by this respondent to establish "reasonable justification" for late notice  
to Enterprise Rent A Car of this claim.

In addition, this was not a resubmission of this claim to this respondent, since it  
was the first notice of the subject accident received by Enterprise Rent a Car.

Based on the foregoing, the respondent has established its late notice defense.

**Accordingly, the claim 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.

05/08/2025  
(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:**  
acd97988ea7029772a5becd520953a48

### Electronically Signed

Your name: Anne Malone  
Signed on: 05/08/2025