

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Lenox Hill Hospital (NSUH)
(Applicant)

- and -

American Transit Insurance Company
(Respondent)

AAA Case No. 17-24-1378-3401

Applicant's File No. NF24-102785

Insurer's Claim File No. 1135717

NAIC No. 16616

ARBITRATION AWARD

I, Deepak Sohi, 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 06/04/2025
Declared closed by the arbitrator on 06/04/2025

Alexander Mun from Horn Wright, LLP 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, **\$2,042.00**, 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 ambulance services including mileage provided to the EIP, a 32-year-old male, who was involved in a motor vehicle accident on 9/18/2023. Applicant is seeking reimbursement for the ambulance services provided to the EIP on date of service 9/18/2023. Respondent argues it has tolled its time to pay or deny the Applicant's bill for the ambulance services based on its outstanding requests for additional verification.

4. Findings, Conclusions, and Basis Therefor

This case was decided on the submissions of the parties as contained in the Electronic Case Folder (ECF) maintained by the American Arbitration Association and the oral arguments of the parties' representatives at the hearing. No witnesses testified at the hearing. I reviewed the documents contained in the ECF for both parties and make my decision in reliance thereon.

OUTSTANDING VERIFICATION

AMBULANCE SERVICES

DATE OF SERVICE 9/18/2023

Arbitrators sit in equity and have the powers to enforce the spirit and intent of the No-Fault law and regulations Bd. of Education, et al. v. Bellmore-Merrick, 39 N.Y. 2d. 167 (1976). An Arbitrator need not adhere with strict conformity to the evidentiary rules set forth in CPLR 2016 see Auto One Ins. Co., v Hillside Chiropractic P.C., 126 A.D. 3d. 423 (1st Dep't, 2015) citing 11 NYCRR 65-4.5 (o) the Arbitrator shall be the judge of the relevance and materiality of the evidence offered.

Applicant has established its prima facie case with proof that it submitted a proper claim, setting forth the fact and the amount charged for the services rendered and that payment of No-Fault benefits was overdue (see Insurance Law § 5106 a; Mary Immaculate Hosp. v. Allstate Ins. Co., 5 AD 3d 742, 774 N.Y.S. 2d 564 [2004]; Amaze Med. Supply v. Eagle Ins. Co., 2 Misc. 3d 128A, 784 N.Y.S. 2d 918, 2003 NY Slip Op 51701U [App Term, 2d & 11th Jud. Dists.]).

Pursuant to Insurance Law § 5106(a) and the Insurance regulations, an insurer must either pay or deny a claim for motor vehicle No-Fault benefits, in whole or in part, within 30 days after an applicant's proof of claim is received (see Insurance Law § 5106[a]; 11 NYCRR 65-3.8[c]; see also 11 NYCRR 65-3.5). Infinity Health Products, Ltd. v. Eveready Ins. Co., 67 A.D.3d 862, 864, 890 N.Y.S.2d 545, 547 (2d Dept. 2009). 11 NYCRR Section 65-3.8(a)(1) provides that No-Fault benefits are overdue if not paid within thirty (30) calendar days after the insurer received proof of claim,

which shall include verification of all the relevant requested items pursuant to 11 NYCRR Section 65-3.5.

If an insurer requires any additional information to evaluate the proof of claim, such request for verification must be made within 15 business days of the receipt of the bill in order to toll the 30-day period to pay or deny the claim. See generally, 11 NYCRR 65-3.5(b); See also, New York Hosp. Med. Ctr. of Queens v. Allstate Ins. Co., 2014 NY Slip Op 00640 (2d Dept. 2014).

In addition, 11 NYCRR 65-3.6 (b) of the No-Fault regulations states that at a minimum, if any requested verification has not been supplied to the insurer 30 calendar days after the original request, the insurer shall, within 10 calendar days, follow up with the party from whom the verification was requested, either by telephone call, properly documented in the file, or by mail. At the same time the insurer shall inform the Applicant and such person's attorney of the reason(s) why the claim is delayed by identifying in writing the missing verification and the party from whom it was requested.

If the insurer does not receive all of the requested verification, it is prohibited from issuing a denial within the first 120 calendar days following the initial request for additional verification. 11 NYCRR 65-3.8(b)(3). If the requested verification is not received in 120 days, Respondent may, but is not required to, deny the claim.

11 NYCRR Section 65-3.5(c) provides that, "The insurer is entitled to receive all items necessary to verify the claim directly from the parties from whom such verification was requested." It is further noted that the Courts have held that the insurer's time to pay or deny a claim does not commence where the applicant has not responded to the respondent's verification requests See Westchester County Medical Center v New York Central Mutual Ins. Co., 692 NYS2d 665 (2d Dept, 1999).

A review of the competent evidence located in the ECF demonstrates that Respondent's initial request for additional verification is untimely. According to the Respondent's requests for additional verification, the Applicant's bill was received on 11/1/2023. However, the Respondent's

initial request for additional verification is dated 12/4/2023. The Respondent's initial request for additional verification is dated beyond the 30 days Respondent had to pay/deny or timely verify the claim. Respondent's initial request for additional verification is clearly late.

After a careful review of the records and consideration of the parties' oral arguments, and comparing the relevant evidence presented by both parties against each other and the above referenced standards, I find the Respondent did not properly toll this claim as the evidence submitted demonstrates that it initially requested additional verification over 30 days after its receipt of the bill.

Accordingly, in light of the foregoing, based on the arguments of counsel, and after thorough review and consideration of all submissions, I find in favor of the Applicant. Consequently, the Applicant's claim is granted in the amount of \$2,042.00 for the ambulance services including mileage provided on date of service 9/18/2023.

This decision is in full disposition of all claims for No-Fault benefits presently before this Arbitrator. 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.

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 applicant is AWARDED the following:

A.

Medical		From/To	Claim Amount	Status
	Lenox Hill Hospital (NSUH)	09/18/23 - 09/18/23	\$2,042.00	Awarded: \$2,042.00
Total			\$2,042.00	Awarded: \$2,042.00

B. The insurer shall also compute and pay the applicant interest set forth below. 12/16/2024 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Interest runs from the filing date for this case until the date that payment is made at two percent per month, simple interest, on a pro rata basis using a thirty-day month.

C. Attorney's Fees

The insurer shall also pay the applicant for attorney's fees as set forth below

After calculating the sum total of the first-party benefits awarded in this arbitration plus interest thereon, Respondent shall pay Applicant an attorney's fee equal to 20 percent of that sum total, as provided for in 11 NYCRR 65-4.6(d), subject to a maximum fee of \$1,360.00.

D. The respondent shall also pay the applicant forty dollars (\$40) to reimburse the applicant for the fee paid to the Designated Organization, unless the fee was previously returned pursuant to an earlier award.

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

State of NY
SS :
County of Nassau

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

06/04/2025
(Dated)

Deepak Sohi

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:

7f4e752c52f0a441f5db6aedfafea125

Electronically Signed

Your name: Deepak Sohi
Signed on: 06/04/2025