

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Five Towns Physicians PC  
(Applicant)

- and -

American Transit Insurance Company  
(Respondent)

AAA Case No. 17-24-1353-4015

Applicant's File No. DK24-445604

Insurer's Claim File No. 1141838

NAIC No. 16616

### ARBITRATION AWARD

I, Laura E. Villeck, 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: claimant

1. Hearing(s) held on 07/29/2025  
Declared closed by the arbitrator on 07/29/2025

Artur Finkel, Esq. from Korsunskiy Legal Group, P.C. participated virtually for the Applicant

Jeffrey Siegel, Esq. from American Transit Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$183.45**, 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 claimant, a then 76 year old male, was involved in a motor vehicle accident which occurred on January 5, 2024. Following the accident, the claimant sought treatment for the injuries sustained and on January 11, 2024, he presented for neurological testing, the services at issue herein. The Respondent alleges that the claim is premature as requested verification has not been received.

The issues to be determined are whether the Applicant established entitlement for No-Fault compensation for the treatment rendered and whether the Respondent properly delayed the claim.

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

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

It is now well settled that Applicant establishes "a prima facie showing of their entitlement to judgment as matter of law by submitting evidentiary proof that the prescribed statutory billing forms [setting forth the fact and the amount of the loss sustained] had been mailed and received 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 Dep't. 2004). In the case at bar, Applicant has met this burden.

#### **Additional Verification**

11 NYCRR 65-3.8(c) states the defendant was required either to pay or deny the plaintiff's claims within 30 calendar days after proof of claim was received. An insurer which fails to properly deny a claim within 30 days as required by these statutory provisions may be precluded from interposing a defense to the claim. Presbyterian Hospital v. Aetna Cas. & Sur. Co., 233 A.D.2d 431, 432 (2d Dep't. 1996) *lv. to app. denied*, 90 N.Y.2d 802 (1997); Pradip Das/N.Y. Medical Rehab. P.C. v. Allstate Insurance Company, 746 N.Y.S.2d 262 (2d Dep't. 2002), Hosp. for Joint Diseases v. Travelers Prop. Cas. Ins. Co. 9 NY 3d. 312, 317 (2007).

The only statutory exception to this precise timetable is when a carrier has requested "additional verification" of the claim within 15 business days. 11 NYCRR 65-3.5 (a) states that "within 10 business days after receipt of the completed application for motor vehicle no-fault benefits, (NYS Form NF-2) or other substantially equivalent written notice, the insurer shall forward, to the parties required to complete them, those prescribed verification forms it will require prior to payment of the initial claim." Thereafter, "[s]ubsequent to the receipt of one or more of the completed prescribed verification forms, any additional verification required by the insurer to establish proof of claim shall be requested within 15 business days of receipt of the prescribed verification forms." 11 NYCRR 65-3.5 (b).

11 NYCRR 65-3.5(c) provides that "[t]he insurer is entitled to receive all items necessary to verify the claim directly from the parties from whom such verification was requested." Accordingly, a claim need not be paid or denied until all demanded verification is provided (see 11 NYCRR 65-3.8[a][1], [b][3]; Nyack Hosp. v State Farm Mut. Auto. Ins. Co., 19 AD3d 569; New York & Presbyt. Hosp. v Progressive Cas. Ins. Co., 5 AD3d 568, 570; New York & Presbyt. Hosp. v American Tr. Ins. Co., *supra* at 700; Westchester County Med. Ctr. v New York Cent. Mut. Fire Ins. Co., 262 AD2d 553, 554).

Insurance Law § 5106(a) and the regulations promulgated thereunder provide that "[w]ithin 30 calendar days after proof of claim is received, the insurer shall either pay or deny the claim in whole or in part" (11 NYCRR 65-3.8[c]; see Insurance Law § 5106[a]). Here, the plaintiff established its prima facie entitlement to summary judgment by demonstrating that the defendants received the subject billing forms, and failed to either pay or deny the claim within the requisite statutory time frame (see Nyack Hosp. v Metropolitan Prop & Cas. Ins. Co., 16 AD3d 564, lv denied 5 NY3d 713; New York & Presbyt. Hosp. v Allstate Ins. Co., 12 AD3d 579; Mary Immaculate Hosp. v Allstate Ins. Co., 5 AD3d 742; St. Luke's Roosevelt Hosp. v American Tr. Ins. Co., 1 AD3d 498).

Here, although the Respondent submitted requests for additional verification together with proof of mailing, I find that the verification requests were not mailed to the correct address. The verification was sent to the Applicant at 225-21 Linden Blvd, Jamaica New York. However, the NF-3 submitted by the Applicant lists the address as 2626 East 14th Street, Suite 201, Brooklyn, New York. The Assignment of Benefits lists the Applicant's address at 91 Brower Avenue, Woodmere, New York.

There is no indication why the Respondent mailed the letters to a Jamaica, New York address, when the documentation submitted by the Applicant bears Brooklyn and Woodmere addresses. As such, I find that the Respondent did not properly mail the verification letters.

Therefore, the Applicant's claim is granted.

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
	Five Towns Physicians PC	01/11/24 - 01/11/24	\$183.45	Awarded: \$183.45
<b>Total</b>			<b>\$183.45</b>	<b>Awarded: \$183.45</b>

B. The insurer shall also compute and pay the applicant interest set forth below. 06/25/2024 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Applicant is awarded interest pursuant to the no-fault regulations. See generally, 11 NYCRR §65-3.9. Interest shall be calculated "at a rate of two percent per month, calculated on a pro rata basis using a 30 day month." 11 NYCRR §65-3.9(a). A claim becomes overdue when it is not paid within 30 days after a proper demand is made for its payment. However, the regulations toll the accrual of interest when an applicant "does not request arbitration or institute a lawsuit within 30 days after the receipt of a denial of claim form or payment of benefits calculated pursuant to Insurance Department regulations." See, 11 NYCRR 65-3.9(c).The Superintendent and the New York Court of Appeals has interpreted this provision to apply regardless of whether the particular denial at issue was timely. LMK Psychological Servs., P.C. v. State Farm Mut. Auto. Ins. Co., 12 N.Y.3d 217 (2009).

C. Attorney's Fees

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

The insurer shall pay the applicant an attorney's fee, in accordance with 11 NYCRR § 65-4.6(d).

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

08/06/2025

(Dated)

Laura E. Villeck

### **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:**  
1c4af08480aa9527a0a5a869ba83a46e

**Electronically Signed**

Your name: Laura E. Villeck  
Signed on: 08/06/2025