

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Wellspring Solution LLC
(Applicant)

- and -

American Transit Insurance Company
(Respondent)

AAA Case No. 17-24-1371-2461

Applicant's File No. DK24-499229

Insurer's Claim File No. 1151497

NAIC No. 16616

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 04/13/2026
Declared closed by the arbitrator on 04/13/2026

Jennifer Raheb, 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, **\$2,826.70**, 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 34 year old EIP reported involvement in a motor vehicle accident on June 12, 2024; claimed related injury and received a pneumatic compression device provided by the applicant on July 7, 2024.

The applicant claims to have submitted a claim for this durable medical equipment. It is the respondent's contention that the bill at issue was not timely received.

In addition, the claim at issue was denied by the respondent based on the peer review by Peter Chiu, M.D. dated October 22, 2024. In response, the applicant submitted a rebuttal dated February 13, 2026 by John McGee, D.O.

The issues to be determined at the hearing are:

Whether the applicant established its *prima facie* entitlement to no-fault benefits for the claim at issue.

Whether the respondent established that the DME at issue was not medically necessary.

4. Findings, Conclusions, and Basis Therefor

This hearing was held on Zoom and the 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.

The respondent contends that the bill at issue was never received until the AR-1 was received on October 30, 2024. To support this contention, the respondent submitted an affidavit from a person with knowledge of its business practices who attested to its non-receipt.

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. See *Mary Immaculate Hospital v. Allstate Insurance Company*, 5 A.D. 3d 742, 774 N.Y.S.2d 564 (2d Dept. 2004.)

The respondent submitted a comprehensive affidavit from Dmitriy Dykman attesting to his personal knowledge of the business practices of the respondent and the particulars of this specific claim. He attested to personally conducting searches under the claimant's name, file number and date of accident and that no record of the bill for this claim was found. He also personally checked the respondent's DMS imaging system and confirmed that there was no copy of the original bill in its imaging system.

He stated that on 10/30/2024 the respondent received the AR-1 related to his claim for the first time. He also stated that he personally reviewed all the claims for this claimant and that the respondent never received the bill at issue prior to 10/30/24.

In support of its *prima facie* case, the applicant submitted a fax transmission which indicates bill details and purports to include an AOB and W9 and a 4 page document which is identified as File Name NK11528 516639354.pdf.

There is no evidence from anyone with personal knowledge of the timely submission of the bill at issue to attest to the specific contents of the fax transmission.

I find that the comprehensive affidavit submitted by the respondent is more persuasive in this instance.

Based on the foregoing, the applicant did not establish 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." See Mary Immaculate Hospital v. Allstate Insurance Company, *supra*.

Therefore, the applicant failed to establish its *prima facie* entitlement to no fault benefits for the claim at issue.

Under these circumstances, the issue of medical necessity is moot.

Accordingly the claim is dismissed with prejudice.

Any further issues submitted in the record are held to be moot and/or waived insofar as not raised at the time of the hearing. This decision is in full disposition of all claims for no-fault benefits presently before this Arbitrator at this 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 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.

04/24/2026

(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:
b34eb1440597276bfe529f820a7b9129

Electronically Signed

Your name: Anne Malone
Signed on: 04/24/2026