American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

NF Med Supplies Corp (Applicant)	AAA Case No.	17-25-1430-6645
	Applicant's File No.	NA
- and -	Insurer's Claim File No.	8812138260000001
	NAIC No.	35882
Geico Insurance Company (Respondent)		

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 08/21/2026
   Declared closed by the arbitrator on 08/21/2026

   Marc Schwartz, Esq. from Marc L. Schwartz P.C. participated virtually for the Applicant

   Jaime Orlando from Geico Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$1,244.40**, 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 43 year old EIP reported involvement in a motor vehicle accident on July 29, 2025; reported injury and received various items of durable medical equipment provided by the applicant on July 29, 2025 and July 30, 2025.

   The applicant submitted a claim for this durable medical equipment, payment of which was initially payment of which was delayed pending responses to verification requests and then denied after 120 days from the initial date of the request for verification. The claim was subsequently denied due to exhaustion of benefits.

   The issues to be determined at the hearing are:

Whether the respondent established that the benefits due under the policy of insurance which provided coverage for this claim are exhausted.

Whether the attorney's fee, interest and filing fees are payable for this claim.

4. Finding, Conclusions, and Basis Therefore

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.

According to the submissions a response to requests for documents and information was received by the respondent on August 27, 2025. Therefore, payment or denial of this claim was due on September 26, 2025. No payment or denial was issued by the respondent. The applicant filed for arbitration on November 16, 2025.

This claim was subsequently denied due to exhaustion of benefits.

The applicant asserts that this claim should have been processed once the verification requested was received.

The parties do not dispute that the policy, which provided no fault benefit for this claim was exhausted. In fact, the only issue here is whether payment of attorney's fees, interest and filing fees is warranted when the policy at issue was exhausted.

Based on the submissions, since payment or denial of this claim was due on September 26, 2025, the applicant is entitled to interest in the amount of $222.33 and attorney's fees of $293.35 despite that fact that benefits under the subject policy are exhausted.

Accordingly, the applicant is awarded interest, attorneys' fees as stated above and filing fees and the remainder of 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 applicant is AWARDED the following:

A.

Medical		**From/To**	**Claim Amount**	**Status**
	NF Med Supplies Corp	**07/29/25 - 07/29/25**	**$436.15**	**Awarded (non-monetary)**
	NF Med Supplies Corp	**07/30/25 - 07/30/25**	**$808.25**	**Awarded (non-monetary)**
Total			**$1,244.40**	**Awarded: $0.00**

B. The insurer shall also compute and pay the applicant interest set forth below. 09/28/2026 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

   The applicant is awarded interest in the amount of $222.33.

   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." See 11 NYCRR §64-3.9(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. Where a claim is untimely denied, or not denied or paid, interest shall accrue as of the 30th day following the date the claim is presented by the claimant to the insurer for payment. Where a claim is timely denied, interest shall accrue as of the date an action is commenced or an arbitration requested, unless an action is commenced or an arbitration requested within 30 days after receipt of the denial, in which event interest shall begin to accrue as of the date the denial is received by the claimant. 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 was timely. LMK Psychological Servs. P.C. v. State Farm Mut. Auto. Ins. Co., 12 NY3d 217 (2009.)

C. Attorney's Fees

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

The applicant is awarded attoraneys' fees in the amount of $293.25.

Applicant is awarded statutory attorney's fees pursuant to the no fault regulations. For cases filed after February 4, 2015 the attorney's fee shall be calculated as follows: 20% of the amount of first-party benefits awarded, plus interest thereon subject to no minimum fee and a maximum of $1,360.00. See 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 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.

08/22/2026

(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:
517790833f108caa43c702febfdb907b

Electronically Signed

Your name: Anne Malone
Signed on: 08/22/2026