American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Live Again Medical Supply, Inc. (Applicant)	AAA Case No.	17-26-1442-1752
	Applicant's File No.	GM26-11373275
- and -	Insurer's Claim File No.	8778412010000002
	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 08/03/2026
   Declared closed by the arbitrator on 08/03/2026

   Raymond Mak, Esq. from Law Offices of Gabriel & Moroff, P.C. participated virtually for the Applicant

   Diana Gonzalez, Esq. from Geico Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$1,352.34**, 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 40 year old EIP reported involvement in a motor vehicle accident on June 5, 2025; claimed related injury and received EMS, massager and infrared heat lamp provided by the applicant on October 19, 2025.

   The applicant submitted a claim for this durable medical equipment (DME), payment of which was delayed pending responses to requests for documents and information requested prior to and after a witness on behalf of the applicant appeared for an EUO.

The verification requested was for information/documents related to the EIP's business practices.

The issue to be determined at this hearing is whether the respondent established that the claim is premature.

4. Findings, Conclusions, and Basis Therefor

This hearing was held on Zoom and the decision is based upon the documents reviewed 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.

If an insurer requires any additional information/documents to evaluate the proof of claim after the EUO of the applicant is completed; such request must be made timely in order to toll the time to pay or deny the claim. See 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.)

The parties have a duty to communicate with each other. The purpose of the no-fault statute is to ensure prompt resolution of claims submitted by parties injured in motor vehicle accidents. The parties' obligations are centered on good faith and common sense. Any questions concerning a communication should be addressed by further communication, not inaction. Dilon Medical Supply Corp. v. Travelers Ins. Co., 7 Misc.3d 927, 796 N.Y.S.2d 872 (Civ. Ct. Kings Co. 2005.)

The response to a post-EUO request that is "arguably responsive" places the burden to take further action upon the respondent. All Health Medical Care, P.C. v. GEICO, 2 Misc.3d 907 (N.Y. City Civ. Ct. 2004.) Further, the insurer must act affirmatively once it receives a response to its post-EUO requests. Media Neurology, P.C. v. Countrywide Ins. Co., 21 Misc.3d 1101 (N.Y. City Civ. Ct. 2005.)

In this matter, the applicant contends that it is not required to respond to the post-EUO requests based on Burke Physical Therapy, P.C. aao Rush, Kanice v. State Farm Mut. Auto Ins. Co., 2024 NY Slip OP 24111 (App. Term 2d Dept. 2024.)

The respondent argued that the holding in Burke is distinguishable from the instant matter since the in that case written verification requests were not made until after the EUO was conducted. In this case, the respondent had served request for documents and information prior to the applicant's EUO, which was

held on May 27, 2025 and also requested post-EUO requests based on the testimony of the witness who appeared on behalf of the applicant and the failure to provide requested documents, prior to and at the EUO.

There is no indication in the regulations that a respondent is not entitled to post-EUO discovery. Here, the post-EUO requests were for documents and information related to an SIU affidavit and/or the testimony of a witness on behalf of the applicant. Although, in this instance the requests for this discovery are not related to a 120 day denial pursuant to 11 NYCRR §65-3.5(o), they do require a response from the applicant.

In the instant case, the respondent issued timely requests for a witness on behalf of the applicant to appear at an EUO. The applicant complied and a witness on its behalf attended. Following the EUO of this witness, the respondent issued timely requests for numerous different documents and information.

In addition, the respondent contends that the applicant filed for arbitration prematurely while responses to timely verification requests were outstanding.

Based on the submissions in the instant matter, I find that the documents/information requested by the respondent both before and after the EUO was conducted are still outstanding and that this claim was filed prematurely.

Accordingly claim is dismissed without 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 DISMISSED without prejudice

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.

08/24/2026
(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:
6933f4bd1b986f6ff74b4cd8ff8fa07d

Electronically Signed

Your name: Anne Malone
Signed on: 08/24/2026