

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
SECOND JUDICIAL DEPARTMENT

Matter of American Tr. Ins. Co. v. Suh

2026 NY Slip Op 03161 · No. 2024-02538 · Decided May 20, 2026

SUMMARY

The Appellate Division, Second Department reversed a Supreme Court judgment that vacated a master arbitration award concerning no-fault insurance benefits. The court held that the master arbitrator's determination was rational, supported by evidence, and not subject to judicial vacatur, confirmed the award, and remitted the matter for determination of attorney's fees and other costs.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
WRITING FOR THE COURT	Betsy Barros, J.P.; Paul Wooten, J.; Janice A. Taylor, J.; James P. McCormack, J.
JURISDICTION	New York Supreme Court, Appellate Division, Second Department
DECIDED	May 20, 2026
DOCKET	2024-02538
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a judgment of the Supreme Court, Kings County, in a CPLR article 75 proceeding. The judgment granted the insurer's petition to vacate a master arbitration award, denied Suh's cross-petition to confirm the award, and vacated the award.
STANDARD OF REVIEW	Under CPLR article 75, judicial review of a master arbitration award in compulsory arbitration is limited to whether the determination had evidentiary support, was rational, or had a plausible basis. Courts generally will not vacate an arbitrator's award for an asserted incorrect application of substantive law unless the error is so irrational as to require vacatur.
PRECEDENTIAL VALUE	Published opinion; precedential under New York law, subject to the opinion's stated uncorrected status and revision before publication in the Official Reports.

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QUESTIONS PRESENTED

1. Whether the Supreme Court properly vacated the master arbitration award under CPLR article 75.
2. Whether the master arbitrator's determination that the insurer's additional verification requests were improper and could not support denial of the no-fault claim was rational, supported by evidence, or arbitrary and capricious.
3. Whether the master arbitration award should be confirmed and the matter remanded for determination of attorney's fees, other fees, costs, and disbursements.

HOLDINGS

1. A court reviewing a master arbitration award in compulsory arbitration may vacate the award only on the limited grounds available under CPLR article 75, including lack of evidentiary support, irrationality, or absence of a plausible basis.
2. The master arbitrator's determination that the insurer's additional verification requests were improper and that Suh's purported failure to comply with them was not a proper basis for denying the claim was rational, supported by evidence, and not arbitrary and capricious; therefore, the award could not be vacated.
3. The judgment was reversed, the petition to vacate was denied, the branch of Suh's cross-petition seeking confirmation was granted, the master arbitration award was confirmed, and the fee, other fee, cost, and disbursement issues were remitted to the Supreme Court for determination.

KEY QUOTATIONS

"[A]n arbitrator's rulings, unlike a trial court's, are largely unreviewable" (at 1)

"A court reviewing the award of a master arbitrator is limited to the grounds set forth in CPLR article 75, which include, in this compulsory arbitration, the question of whether the determination had evidentiary support, was rational, or had a plausible basis" (at 1-2)

"courts 'generally will not vacate an arbitrator's award where the error claimed is the incorrect application of a rule of substantive law, unless it is so irrational as to require vacatur'" (at 2)

FACTUAL BACKGROUND

Jungman Michael Suh was the assignee of a claim for no-fault benefits for treatment rendered to a patient allegedly involved in an automobile accident. After American Transit Insurance Company denied the claim, Suh submitted it to arbitration, and the arbitrator awarded him the full amount claimed. A master arbitrator affirmed the award, finding that the insurer's additional verification requests were improper and that the alleged failure to comply with them did not justify denial of the claim.

PROCEDURAL HISTORY

Suh, an assignee of a no-fault benefits claim, submitted the claim to arbitration after American Transit Insurance Company denied it. The arbitrator awarded Suh the full claim amount, and a master arbitrator affirmed. The Supreme Court, Kings County, granted the insurer's petition to vacate the master arbitration award and denied Suh's cross-petition to confirm it. Suh appealed to the Appellate Division, which reversed and remitted the fee and cost issues.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The Supreme Court, Kings County, must determine the branches of Suh's cross-petition seeking reasonable attorney's fees, other fees, costs, and disbursements.

CASES CITED

- Matter of Falzone [New York Cent. Mut. Fire Ins. Co.], 15 NY3d 530, 534
- Matter of Falzone [New York Cent. Mut. Fire Ins. Co.], 15 NY3d 530, 535
- Matter of V.S. Care Acupuncture, P.C. v Country-Wide Ins. Co., 176 AD3d 832, 833
- Matter of V.S. Care Acupuncture, P.C. v Country-Wide Ins. Co., 176 AD3d 832, 833
- Matter of Petrofsky [Allstate Ins. Co.], 54 NY2d 207, 212
- Matter of Acuhealth Acupuncture, P.C. v Country-Wide Ins. Co., 176 AD3d 800, 802
- Matter of Acuhealth Acupuncture, P.C. v Country-Wide Ins. Co., 176 AD3d 800, 802
- Matter of Smith [Firemen's Ins. Co.], 55 NY2d 224, 232
- Matter of American Tr. Ins. Co. v Comfort Choice Chiropractic, P.C., 236 AD3d 782, 783
- Matter of GEICO Ins. Co. v AAAMG Leasing Corp., 148 AD3d 703, 705

OPINION

PER CURIAM.

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<p>Appellate Division, Second Department</p> <p>Published by New York State Law Reporting
Bureau pursuant to Judiciary Law § 431.</p> <p>This decision is uncorrected and subject to
revision before publication in the Official Reports.</p> </div> <div> <p>In the Matter of
American Transit Insurance Company, respondent,</p> <p>v</p> <p>Jungman Michael Suh, etc.,
appellant.</p> <p>Supreme Court of the State of New York, Appellate Division, Second
Judicial Department</p> <p>Decided on May 20, 2026</p> <p>2024-02538, (Index No.
531397/22)</p> <p>Betsy Barros, J.P.</p> <p>Paul Wooten</p> <p>Janice A. Taylor</p>
<p>James P. McCormack, JJ.</p> <div> <p>Roman Kravchenko, Garden City, NY, for appellant.
</p> <p>Short & Billy, P.C., New York, NY (Seok Ho [Richard] Kang of counsel), for respondent.
</p> </div> [*1] <p>DECISION & ORDER</p> <p>In a proceeding pursuant to
CPLR article 75 to vacate a master arbitration award dated July 29, 2022, Jungman Michael Suh
appeals from a judgment of the Supreme Court, Kings County (Aaron D. Maslow, J.), dated
September 29, 2023.

The judgment granted the petition, denied the cross-petition, inter alia, to confirm the master
arbitration award, and vacated the master arbitration award.</p> <p>ORDERED that the judgment
is reversed, on the law, with costs, the petition is denied, that branch of the cross-petition which
was to confirm the master arbitration award is granted, the master arbitration award is confirmed,
and the matter is remitted to the Supreme Court, Kings County, for a determination with respect to
those branches of the cross-petition which were for an award of reasonable attorney's fees, other
fees, and costs and disbursements.</p> <p>Jungman Michael Suh is the assignee of a claim for
no-fault benefits for treatment he rendered to a patient who allegedly was involved in an
automobile accident.

After the petitioner, American Transit Insurance Company (hereinafter the insurer), denied the
claim, Suh submitted the claim to arbitration. The arbitrator awarded Suh the full amount of the
claim. The insurer appealed, and the master arbitrator affirmed the award.

The insurer then commenced this proceeding pursuant to CPLR article 75 to vacate the master
arbitration award. Suh cross-petitioned to confirm the master arbitration award and for an award of
reasonable attorney's fees, other fees, and costs and disbursements. By judgment dated September
29, 2023, the Supreme Court granted the petition, denied the cross-petition, and vacated the master
arbitration award.

Suh appeals. <p> <p>"[A]n arbitrator's rulings, unlike a trial court's, are largely unreviewable" (<i>Matter of Falzone [New York Cent. Mut. Fire Ins. Co.]</i>, 15 NY3d 530, 534). "A court reviewing the award of a master arbitrator is limited to the grounds set forth in CPLR article 75, which include, in this compulsory arbitration, the question of whether the determination had evidentiary support, was rational, or had a plausible basis" (<i>Matter of V.S.

Care Acupuncture, P.C. v Country-Wide Ins. Co.</i>, 176 AD3d 832, 833; <i>see</i> <i>Matter of Petrofsky [Allstate Ins. Co.]</i>, 54 NY2d 207, 212). A "master arbitrator's review power is broader than that of the courts' because it includes the power to review for errors of law" (<i>Matter of Acuhealth Acupuncture, P.C. v Country-Wide Ins. Co.</i>, 176 AD3d 800, [*2]802).

By contrast, "courts 'generally will not vacate an arbitrator's award where the error claimed is the incorrect application of a rule of substantive law, unless it is so irrational as to require vacatur'" (<i>id.</i>, quoting <i>Matter of Smith [Firemen's Ins. Co.]</i>, 55 NY2d 224, 232).<p>Here, the master arbitrator's determination that the insurer's additional verification requests were improper and Suh's purported failure to comply with them was not a proper basis for denial of the claim was rational, supported by evidence, and not arbitrary and capricious.

Thus, the master arbitrator's determination was not subject to vacatur by the courts (<i>see</i> <i>Matter of Falzone [New York Cent. Mut. Fire Ins. Co.]</i>, 15 NY3d at 535; <i>Matter of V.S. Care Acupuncture, P.C. v Country-Wide Ins. Co.</i>, 176 AD3d at 833; <i>Matter of Acuhealth Acupuncture, P.C. v Country-Wide Ins. Co.</i>, 176 AD3d at 802).

Accordingly, the petition to vacate the master arbitration award should have been denied, that branch of the cross-petition which was to confirm the master arbitration award should have been granted, and the master arbitration award should have been confirmed.<p>We remit the matter to the Supreme Court, Kings County, for a determination with respect to those branches of the cross-petition which were for an award of reasonable attorney's fees, other fees, and costs and disbursements (<i>see</i> 11 NYCRR 65-4.10[j][4]; <i>Matter of American Tr.

Ins. Co. v Comfort Choice Chiropractic, P.C.</i>, 236 AD3d 782, 783; <i>Matter of GEICO Ins. Co. v AAAMG Leasing Corp.</i>, 148 AD3d 703, 705).<p>Suh's remaining contention is without merit.<p>BARROS, J.P., WOOTEN, TAYLOR and MCCORMACK, JJ., concur.<p>ENTER:<p>Darrell M. Joseph<p>Clerk of the Court</div> <div> <div> <p>Court Decisions</p> All Court Decisions Official Reports Service Bound Volumes Decision Search </div> <div> <p>Resources</p> RSS Feeds Style Manual Citation Tools Opinion Formatting & Privacy Guidelines Opinion Selection Criteria Legal Research Portal Site Index </div> <div> <p>About</p> About the Law Reporting Bureau About our Operations Contact Us Twitter </div> <div> <p>Quick Contact Info</p> <p>17 Lodge Street</p> <p>Albany, NY 12207</p> <p>Phone: (518) 453-6900</p> </div> </div> </div>

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PER CURIAM.

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This decision is uncorrected and subject to revision before publication in the Official Reports. In the Matter of American Transit Insurance Company, respondent, v Jungman Michael Suh, etc., appellant. Supreme Court of the State of New York, Appellate Division, Second Judicial Department Decided on May 20, 2026 2024-02538, (Index No. 531397/22) Betsy Barros, J.P.

Paul Wooten Janice A. Taylor James P. McCormack, JJ. Roman Kravchenko, Garden City, NY, for appellant. Short & Billy, P.C., New York, NY (Seok Ho [Richard] Kang of counsel), for respondent. [*1] DECISION & ORDER In a proceeding pursuant to CPLR article 75 to vacate a master arbitration award dated July 29, 2022, Jungman Michael Suh appeals from a judgment of the Supreme Court, Kings County (Aaron D. Maslow, J.), dated September 29, 2023.

The judgment granted the petition, denied the cross-petition, inter alia, to confirm the master arbitration award, and vacated the master arbitration award. ORDERED that the judgment is reversed, on the law, with costs, the petition is denied, that branch of the cross-petition which was to confirm the master arbitration award is granted, the master arbitration award is confirmed, and the matter is remitted to the Supreme Court, Kings County, for a determination with respect to those branches of the cross-petition which were for an award of reasonable attorney's fees, other fees, and costs and disbursements.

Jungman Michael Suh is the assignee of a claim for no-fault benefits for treatment he rendered to a patient who allegedly was involved in an automobile accident. After the petitioner, American Transit Insurance Company (hereinafter the insurer), denied the claim, Suh submitted the claim to arbitration.

The arbitrator awarded Suh the full amount of the claim. The insurer appealed, and the master arbitrator affirmed the award. The insurer then commenced this proceeding pursuant to CPLR article 75 to vacate the master arbitration award. Suh cross-petitioned to confirm the master arbitration award and for an award of reasonable attorney's fees, other fees, and costs and disbursements.

By judgment dated September 29, 2023, the Supreme Court granted the petition, denied the cross-petition, and vacated the master arbitration award. Suh appeals. "[A]n arbitrator's rulings, unlike a trial court's, are largely unreviewable" (*Matter of Falzone* [New York Cent. Mut. Fire Ins. Co.], 15 NY3d 530, 534). "A court reviewing the award of a master arbitrator is limited to the grounds set forth in CPLR article 75, which include, in this compulsory arbitration, the question of whether the determination had evidentiary support, was rational, or had a plausible basis" (*Matter of V.S.*

Care Acupuncture, P.C. v Country-Wide Ins. Co., 176 AD3d 832, 833; see *Matter of Petrofsky* [Allstate Ins. Co.], 54 NY2d 207, 212). A "master arbitrator's review power is broader than that of the courts' because it includes the power to review for errors of law" (*Matter of Acuhealth Acupuncture, P.C. v Country-Wide Ins. Co.*, 176 AD3d 800, [*2] 802). By contrast, "courts 'generally will not vacate an arbitrator's award where the error claimed is the incorrect application of a rule of substantive law, unless it is so irrational as to require vacatur'" (*id.*, quoting *Matter of Smith* [Firemen's Ins.

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Thus, the master arbitrator's determination was not subject to vacatur by the courts (see *Matter of Falzone* [New York Cent. Mut. Fire Ins. Co.], 15 NY3d at 535; *Matter of V.S. Care Acupuncture, P.C. v Country-Wide Ins. Co.*, 176 AD3d at 833; *Matter of Acuhealth Acupuncture, P.C. v Country-Wide Ins. Co.*, 176 AD3d at 802).

Accordingly, the petition to vacate the master arbitration award should have been denied, that branch of the cross-petition which was to confirm the master arbitration award should have been granted, and the master arbitration award should have been confirmed.

We remit the matter to the Supreme Court, Kings County, for a determination with respect to those branches of the cross-petition which were for an award of reasonable attorney's fees, other fees, and costs and disbursements (see 11 NYCRR 65-4.10[j][4]; *Matter of American Tr. Ins. Co. v Comfort Choice Chiropractic, P.C.*, 236 AD3d 782, 783; *Matter of GEICO Ins.*

Co. v AAAMG Leasing Corp., 148 AD3d 703, 705). Suh's remaining contention is without merit. BARROS, J.P., WOOTEN, TAYLOR and MCCORMACK, JJ., concur. ENTER: Darrell M. Joseph Clerk of the Court Court Decisions All Court Decisions Official Reports Service Bound Volumes Decision Search Resources RSS Feeds Style Manual Citation Tools Opinion Formatting & Privacy Guidelines Opinion Selection Criteria Legal Research Portal Site Index About About the Law Reporting Bureau About our Operations Contact Us Twitter Quick Contact Info 17 Lodge

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