

On February 8, 2015, the Better Business Web site stated that PATH Medical had not responded to these three complaints:

Complaint: I paid Path Medical Services on June *** for services given to my son that day. He was supposed to have an appointment with *** **** *. ** ***** was not at the office and my son was handed a telephone where he listened to a recording of the doctors voice. I was charged \$450.00 for an initial office visit which was not with a doctor. My son left the office that day and refused to return as he felt that he spent the entire day on June *** being given tests without *** ***** talking with him first or at all. We were charged an exhorbinant amount of money and called to cancel tests for the following week within 48 hours. I paid the doctor \$3,345.00 that day and was given a 750.0 0 refund for tests that they were going to do the following week. I believe that we should be refunded more than \$750.00

Desired Settlement: I want more money refunded to me as this doctor was not in the office the day of my sons appointment. I was charged over 1200.00 for a basic EEG.

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Complaint: On October **, 2012 Path Medical ran \$30,000 on *****'s visa card. This was a payment that ** ***** made to ensure that a number of third party scans including MRI/PET scans that he and his wife were due to have when they came to Path Medical in New York were actually booked by Path Medical. They had already cancelled one trip to Path Medical after discovering only days before, following a call they received from one of the third party scan providers, that no scans had been booked by Path Medical on their behalf on that occasion. A long way for them to travel for no services. They did not want this to happen a second time and so paid the money on account and rescheduled their visit to Path Medical following extensive discussions with ** ***** , head of Path, and assurances he gave that this would not happen again. Their tests were rescheduled for October **** and November **, 2012. ** ***** also agreed at that time by email to provide a schedule of what time the MRI scans would be and the total breakdown of costs but that information has never been provided. On Sunday October **** , the *****'s were preparing for their visit to Path Medical when they were made aware of Hurricane Sandy. They spoke with ** ***** personally and ** ***** conveyed to him that he felt it would be very unsafe for them to fly into a hurricane, let alone be there in New York at that time. ** ***** responded that it would be no problem, they should come and that it never really affects New York, only the toilets block up. In reality the hurricane hit and all flights were cancelled, Path offices and labs were closed for several days. If the *****'s had tried to travel, their lives would have been endangered. On March *, 2013 Path Medical rendered an invoice to the *****'s for \$28,025 for two executive health plans @ \$10,000 each and one rose diamond health plan at \$8000 with service dates of October **, 2012. ** ***** immediately requested his personal assistant, ** ***** , to contact PATH to query this invoice that was inaccurate and seemed to be a fraudulent attempt to take the money they had paid, since no services were provided on this date. ** ***** spoke with ***** of PATH on or around March **, 2013 and ** ***** acknowledged that the bill was inaccurate and also when asked, that there was \$30,000 being held on account that was not referred to on the statement. ** ***** requested a refund of the \$30,000 and was told that only ** ***** could authorize that so ***** would check and respond. Between March **** and April **, 2013 ** ***** made numerous attempts to reach ***** or anyone at PATH who could assist by phone and email to find out the status of the matter. Many voicemail messages were left but no call back or email response was received. ** ***** was told by other PATH staff that only ***** could assist him. On April **, 2013 ** ***** was able to finally reach ***** . ** ***** conveyed that ** *****'s position was that the

*****'s had signed up for their programs and that they could reschedule anytime but not get their money back. ** ***** asked for a copy of the agreement the *****'s had allegedly signed and ** ***** said there was none. ** ***** warned ** ***** that ** ***** does not respond well when the 'little people' get involved i.e. personal assistants. ** ***** subsequently emailed ***** ***** on April ***** on behalf of the *****'s to convey that the *****s have really been lead to question ** *****'s actions over the course of the last few months which suggest greed to be his main desire and not the well being of the patient. They have lost trust in ** ***** as their doctor and cannot continue to use PATH's services would like their money refunded. It is clear, from these events, that (1) no services have been rendered to the *****s (2) no agreement as to the provision of services has been signed or exists (3) no accurate billing or proper accounting has been provided despite several requests (2) PATH has demonstrated a consistent lack of service and professionalism so as to lose the trust of the *****s as patients It is clear that many other patients have been treated in a similar manner to the *****s and have similar complaints with regard to Path Medical

Desired Settlement: In the circumstances, we request a full refund of the monies that PATH Medical hold on account for the *****'s for the lack of services rendered or agreed to. This is \$30,000.

Consumer Response:

At this time, I have been contacted directly by PATH Medical regarding complaint ID ***** , **however my complaint has NOT been resolved because:**

Path will only agree to repay the \$30,000 I paid on account in small monthly amounts of \$500 - so 56 months @ \$500. They will also only repay \$28,000 of the \$30,000 as they say there is a \$2000 administration fee! So I have to wait 4 and a half years to get my money back that I paid to them in good faith to hold on account. I cannot accept this as a reasonable settlement proposal. I am not a wealthy individual but someone that tried to make good choices in relation to my healthcare. If a lawyer retained client funds and used them for their own purposes (which must be the case since they cannot repay), they would be disbarred. Why should a medical doctor not be held to the same level of accountability?

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Complaint: I had reserved a suite for 2 days in November of 2012 at the facility when hurricane Sandy hit. They had no electricity and were unable to accommodate because of no fault of mine or theirs. I am only asking for my reservation fee of \$1000.00 to be returned. I have tried to contact *** ***** ***** & his staff many times. These are extenuating circumstances & I don't believe they are being honest & fair.

Desired Settlement: A full refund for services not rendered. It seems criminal.