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In the Matter of the Arbitration between

(Claimant)

v. ....  
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Allstate Insurance Company  
(Respondent) .....

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designated by the American Arbitration Association under the Rules for the Arbitration of No-Fault Disputes in the State of New Jersey, adopted pursuant to the 1998 New Jersey "Automobile Insurance Cost Reduction Act" as governed by *N.J.S.A. 39:6A-5, et. seq.*, and, I have been duly sworn and have considered such proofs and allegations as were submitted by the Parties. The Award is ..... as follows:

Injured Person(s) hereinafter referred to as: LC.

- 1. ORAL HEARING held on May 13, 2003.
- 2. ALL PARTIES APPEARED at the oral hearing(s) .

Respondent appeared telephonically.

3. Claims in the Demand for Arbitration were AMENDED and permitted by the DRP at the oral hearing (Amendments, if any, set forth below). STIPULATIONS were not made by the parties regarding the issues to be determined (Stipulations, if any, set forth below).

Amendments

- LC(Center for Aquatic Rehab) \$225.00
- South Jersey Radiology \$1,075.00
- Health South Pennsauken\$1,775.00
- Delaware Valley Primary Care \$100.00 paid
- Income Continuation \$\$1,700.00

4. FINDINGS OF FACTS AND CONCLUSIONS OF LAW:

LC was involved in a motor vehicle accident on July 28, 2000. Based on the date of the accident AICRA will be considered as applicable.



In reference to the claim of The Center for Aquatic Rehabilitation I find that there is adequate documentation and referencing to Dr. Abiuso by the various medical providers to establish the medical necessity for the treatment by aquatic rehabilitation. In it is to be noted that LC appeared at the hearing and testified in detail in reference to her physical condition and the treatment rendered by the various medical providers to establish the medical necessity for the aqua therapy treatment rendered.

Addressing the pre-certification for the treatment claimant argues that a bill was sent to respondent on or about May 21, 2002 which would meet the pre-certification requirements. I find that the claimant has not submitted adequate documentation to establish that a pre-certification request was in fact made by claimant. It is noted that there is no medical documentation presented with the billing.

In reference to the actual billing by The Center for Aquatic Rehabilitation in the amount \$4,080.00 respondent's position is that the CPT codes billed by the center are subject to the \$90.00 daily maximum cap pursuant to NJAC 11; 3-29.4 (m) and as such the center would be entitled to \$1,980.00 which is subject to a pre-certification penalty of 50% reducing the amount payable to \$990.00. I find that the \$990.00 is payable in support of AETNA US HealthCare's lien.

Addressing the claim of Health South-Pennsauken claimant has agreed that there has been no proof that the treatment was pre-certified and accordingly the 50% penalty applies. The claimant is to resubmit the bills to respondent with appropriate CPT codes to be paid subject to the 50% penalty for lack of pre-certification.

Addressing the billing by South Jersey Radiology claimant has submitted no proof to establish that there was in fact a request for pre-certification for the MRI or the cervical spine conducted on May 5, 2002. Accordingly I find that the 50% pre-certification penalty is applicable.

Having heard the argument of counsel and having reviewed the submitted documentation, I find claimant has met her burden of proof in reference to income continuation benefits. Of significance is the reporting of the Rothman Institute and Dr. Abruso's finding of disability as indicated by his correspondence with LC's employer.

5. MEDICAL EXPENSE BENEFITS:

Awarded

Provider	Amount Claimed	Amount Awarded	Payable to
Center for Aquatic Rehabilitation	\$4,080.00	\$990.00	Center for Aquatic Rehabilitation
LC(Center for Aquatic Rehabilitation)	\$225.00	\$225.00	LC
Health South Pennsauken	\$1,775.00	\$887.50	LC
Delaware Valley Primary Care	\$100.00	\$91.24	Delaware Valley Primary Care
South Jersey Radiology	\$1,075.00	\$537.50	South Jersey Radiology

Explanations of the application of the medical fee schedule, deductibles, co-payments, or other particular calculations of Amounts Awarded, are set forth below.

6. INCOME CONTINUATION BENEFITS: Claimed and Awarded  
\$1,700.00

7. ESSENTIAL SERVICES BENEFITS: Not In Issue

8. DEATH BENEFITS: Not In Issue

9. FUNERAL EXPENSE BENEFITS: Not In Issue

10. I find that the CLAIMANT did prevail, and I award the following COSTS/ATTORNEYS FEES under N.J.S.A. 39:6A-5.2 and INTEREST under N.J.S.A. 39:6A-5h.

(A) Other COSTS as follows: (payable to counsel of record for CLAIMANT unless otherwise indicated): \$325.00

(B) ATTORNEYS FEES as follows: (payable to counsel of record for CLAIMANT unless otherwise indicated): \$3,000.00

(C) INTEREST is as follows: Awarded in the amount of \$0.00 .  
Claimant did no submit documentation to support an award of interest. Interest is not awarded.

This Award is in . . . . . of all Claims submitted to this arbitration.

July 11, 2003  
Date

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Richard A. De Michele, Esq.