A M E R I C A N A R B I T R A T I O N A S S O C I A T I O N
NO-FAULT/ACCIDENT CLAIMS

In the Matter of the Arbitration between

(Claimant)

v.
ALLSTATE INSURANCE
(Respondent)

AAA CASE NO.: 18 Z 600 21048 03
INS. CO. CLAIMS NO.: 4123630446
DRP NAME: Herbert S. Alterman
NATURE OF DISPUTE: Medical necessity

AWARD OF DISPUTE RESOLUTION PROFESSIONAL

I, THE UNDERSIGNED DISPUTE RESOLUTION PROFESSIONAL (DRP), 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 **DETERMINED** as follows:

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

1. ORAL HEARING held on 3/31/04.

2. BOTH PARTIES appeared at the oral hearing(s)
NO ONE appeared telephonically.

3. Claims in the Demand for Arbitration were not amended 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).

4. FINDINGS OF FACTS AND CONCLUSIONS OF LAW:

HL was injured on 6/19/01 when her automobile was rear-ended and pushed into the car in front of her. She was immediately taken to Hackensack Medical Center, where, she reported, she was x-rayed and told she had "broken ligaments" in her back. Four days later she began a course of chiropractic treatment with claimant. In the course of that treatment, claimant obtained MRIs, which revealed annular bulges at C5-6 and C6-7, multilevel lumbar disc desiccation most advanced at L4-5 and L5-S1. A neurological examination performed by David Rosenbaum MD, on 6/28/01, resulted in Dr. Rosenbaum's impression that HL was suffering from post-traumatic stress reaction, TMJ dysfunction, cervical strain/sprain with probable radiculopathy, brachial plexus or peripheral nerve injury, and a mild lumbosacral strain. Dr. Rosenbaum recommended continued chiropractic care and referred HL for a TMJ evaluation.

Claimant also referred HL to Thomas Ragukonis, MD, for pain management. After he examined HL on 3/20/02, Dr. Ragukonis diagnosed her with cephalgia, cervicalgia, lumbalgia, and TMJ disease. He recommended continued chiropractic treatment and physical therapy because HL was benefiting from this treatment. He also prescribed a Medrol dose pak. He re-examined HL on 4/23/02, and observed that she was "very much improved although not at all pain free of yet." He also noted that HL was improving under claimant's care. He considered epidural injections.

Respondent paid claimant for the services he rendered through 3/12/02. It denied payment thereafter based on the reports of Jerome Pumo, DC, and Steven Goldman, DC. On 3/12/02, Dr. Pumo reviewed claimant's request for precertificatin of physical therapy treatments. Dr. Pumo recommended against certification. He stated that HL had been treating with claimant for back an neck pain and had been referred to pain management, but she went for one visit and did not return. She was non-compliant with the pain management plan. He also observed that the treatments exceeded the care path for conservative treatment.

On the same date, Dr. Goldman, DC reviewed claimant's request for continued chiropractic treatment. At that time, he noted, HL had received 36 chiropractic treatments and was treating on a PRN basis. He stated that a 36 year old female receiving 36 treatments over 8 ½ months is a significant deviation from accepted treatment protocols; that the information provided by claimant did not support the deviation because no atypical situations such as pre-existing conditions or co-morbidities were not shown. Claimant was so notified and respondent made no payments for treatments claimant subsequently rendered to HL.

Both Dr. Pumo and Dr. Goldman stated that the treatment provided to HL exceeded the typical course of treatment as indicted in the care paths. Although the care paths recognize some patients may require additional treatment, deviations are subject to more careful scrutiny and must be substantiated by individual circumstances, as Dr. Goldman outlined. None of this circumstance is reflected in the evidence and claimant has not argued that they are present. Accordingly, I find that claimant has not carried the burden of proving that the treatment rendered after 3/12/02 was medically necessary, reasonable, and causally related to the accident

Claimant also asserts that respondent failed to pay for physical therapy provided on 11/20/01. However, that dte of service does not appear in claimant's Itemized Statement for 11/19/01 - 4/24/02 or in the HICFs annexed to the Demand for Arbitration.

5. MEDICAL EXPENSE BENEFITS:

Denied.

Provider	Amount Claimed	Amount Awarded	Payable to

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:	Not In Issue
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 not prevail, and I award no 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):

(B) ATTORNEYS FEES as follows: (payable to counsel of record for CLAIMANT unless otherwise indicated):

(C) INTEREST is as follows:

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

April 30, 2004 _____