

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Alan Beckles MD  
(Applicant)

- and -

The Standard Fire Insurance Company  
(Respondent)

AAA Case No. 17-22-1259-6888

Applicant's File No. DK22-233965

Insurer's Claim File No. IIK9323

NAIC No. 19070

**ARBITRATION AWARD**

I, Camille Nieves, 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: Eligible Injured Person (SC)

1. Hearing(s) held on 11/01/2023  
Declared closed by the arbitrator on 11/01/2023

Andrew Jean-Pierre from Korsunskiy Legal Group P.C. participated virtually for the Applicant

Rishita Jani from Law Offices of Tina Newsome-Lee participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$445.22**, 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

Applicant seeks reimbursement for autonomic nervous system testing performed on 2/10/22 following a motor vehicle accident on 2/1/22. The charges were timely denied based on a peer review by Dr. Levy dated 4/1/22 based on lack of medical necessity.

4. Findings, Conclusions, and Basis Therefor

Applicant seeks reimbursement for autonomic nervous system testing performed on 2/10/22 following a motor vehicle accident on 2/1/22. The charges were timely denied based on a peer review by Dr. Levy dated 4/1/22 based on lack of medical necessity.

The peer reviewed the pertinent records and states the EIP was a 22 year old restrained male driver who did not go to an ER and began conservative treatments for neck, back and shoulder pain. On 2/2/22 the exam was positive for tenderness, decreased range of motion and positive Spurling's and Hawkins tests. Cervical radiculopathy and shoulder sprains were diagnosed.

The peer states the sympathetic skin response test for upper and lower extremities is not sufficiently reliable for diagnostic purposes and shows imperfect correlations with clinical features and other measurements of autonomic dysfunction.

The neurologic exam on 2/1/22 was normal and there is no indication why this testing was being performed.

I find the peer sufficient to demonstrate lack of medical necessity factually and medically shifting the burden to applicant.

There is no rebuttal and the neurologic exam on 2/1/22 was normal and there is no indication why this testing was being performed.

The evidence fails to support the testing and the peer indicates lack of medical necessity.

The denial is sustained.

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 DENIED in its entirety

This award is in full settlement of all no-fault benefit claims submitted to this arbitrator.

State of FL

SS :

County of Osceola

I, Camille Nieves, do hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

11/08/2023  
(Dated)

Camille Nieves

#### **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:**  
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### Electronically Signed

Your name: Camille Nieves  
Signed on: 11/08/2023