

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Lenox Hill Radiology & Medical Imaging  
Associates PC  
(Applicant)

- and -

Affirmative Direct Insurance Company  
(Respondent)

AAA Case No.	17-25-1405-7905
Applicant's File No.	CF13034929
Insurer's Claim File No.	AD25022105
NAIC No.	10413

### **ARBITRATION AWARD**

I, Cathryn Ann Cohen, 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: Assignor

1. Hearing(s) held on 02/18/2026  
Declared closed by the arbitrator on 02/18/2026

Tinamarie Franzoni, Esq. from Choudhry & Franzoni, PLLC participated virtually for the Applicant

Gregory Etienne, Esq. from \*Abrams Fensterman, LLP participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$1,958.10**, was AMENDED and permitted by the arbitrator at the oral hearing.

The amount in dispute was amended to \$1,716.47 per Respondent's fee audit.

Stipulations WERE NOT made by the parties regarding the issues to be determined.

3. Summary of Issues in Dispute

Applicant seeks \$1,716.47 reimbursement of charges for MRIs of the right femur (\$991.56) and right knee (\$724.91) obtained on February 20, 2025 from Assignor a 36-year-old male involved in a motor vehicle accident on February 2, 2025. By denial

dated March 26, 2025, indicating the bill for date of service February 20, 2025, was received March 15, 2025, Respondent timely denied reimbursement based on a peer review by Alan Wolf, M.D. dated March 24, 2025, opining the MRIs were not medically necessary. I have reviewed the documents contained in the ADR Center record of the case maintained by the AAA as of the date of the hearing.

This appears to be a duplicate claim as one filed in AAA Case No. 17-25-1405-6929 heard on the same date and already awarded in favor of Applicant.

#### 4. Findings, Conclusions, and Basis Therefor

Applicant seeks \$1,716.47 reimbursement of charges for MRIs of the right femur (\$991.56) and right knee (\$724.91) obtained on February 20, 2025 from Assignor a 36-year-old male involved in a motor vehicle accident on February 2, 2025. By denial dated March 26, 2025, indicating the bill for date of service February 20, 2025, was received March 15, 2025, Respondent timely denied reimbursement based on a peer review by Alan Wolf, M.D. dated March 24, 2025, opining the MRIs were not medically necessary. I have reviewed the documents contained in the ADR Center record of the case maintained by the AAA as of the date of the hearing.

This appears to be a duplicate claim as one filed in AAA Case No. 17-25-1405-6929 heard on the same date and already awarded in favor of Applicant.

Accordingly, Applicant's request for reimbursement is denied.

#### 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 NY  
SS :  
County of New York

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

02/21/2026  
(Dated)

Cathryn Ann Cohen

#### **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:**  
e0c8daa0c1888f7bc1612616a1dc850d

**Electronically Signed**

Your name: Cathryn Ann Cohen  
Signed on: 02/21/2026