

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 -

Maya Assurance Company
(Respondent)

AAA Case No.	17-25-1408-0425
Applicant's File No.	CF13035271
Insurer's Claim File No.	2-253279-N01
NAIC No.	36030

ARBITRATION AWARD

I, Jeffrey Held, 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 "EIP"

1. Hearing(s) held on 03/26/2026
Declared closed by the arbitrator on 03/26/2026

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

Arthur De Martini, Esq. from De Martini & Yi, LLP participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$1,290.65**, 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

In dispute is the medical necessity of an MRI and 3D rendering of the brain for date of service May 16, 2025, as performed as part of a treatment/diagnostic plan for the EIP 74-year-old female with a history of a January 13, 2025 motor vehicle accident, denied in a concededly timely manner submitted by Amit Khaneja, MD.

4. Findings, Conclusions, and Basis Therefor

Pursuant to 11 NYCRR 65-4.5 (o)(1), an arbitrator shall be the judge of the relevance and materiality of the evidence offered. The hearing was conducted via Zoom and is based upon the upon the documents that appear in the ADR center, as well as the arguments and concessions made at the time of the hearing.

Insofar as claims for health service benefits must be medically necessary, see, N.Y. Insurance Law § 5102[a] (McKinney Supp. 2002), Respondent's ability to establish that the services were not medically necessary, is a valid defense. The defense may properly be established with a peer review. See, Jacob Nir, as assignee of John Doe and Allstate, 7 Misc.3d 544, 547, 796 N.Y.S.2d 857, 860 (Civ. Ct. Kings Co. 2005). However, the peer review is required to "set forth a sufficiently detailed factual basis and medical rationale for the claims rejection" and is "insufficient if it is unsupported by or controverted by evidence of medical standards." See, Jacob Nir, as assignee of John Doe and Allstate, *supra*. Further, "(a) no-fault insurer defending a denial of first-party benefits on the ground that the billed-for services were not 'medically necessary' must at least show that the services were inconsistent with generally accepted medical/professional practice. The opinion of the insurer's expert, standing alone, is insufficient to carry the insurer's burden of proving that the services were not 'medically necessary'." CityWide Social Work & Psy. Serv., P.L.L.C. v. Travelers Indemnity Co., 3 Misc.3d 608, 609, 777 N.Y.S.2d 241, 242 (Civ. Ct. Kings Co. 2004). "Generally accepted practice is that range of practice that the profession will follow in the diagnosis and treatment of patients in light of the standards and values that define its calling." *Id.* at 616, 777 N.Y.S.2d at 248.

Applicant, as assignee of the EIP, a 74-year-old female with a history of a January 31, 2025 motor vehicle accident, commenced sitting seeking payment/reimbursement of a claim for diagnostic testing, to wit: MRI and 3D rendering of the brain for date of service May 16, 2025, with a disputed balance of \$1290.65. The claim was received June 2, 2025 and denied in a concededly timely manner June 25, 2025 based upon a June 16, 2025 peer review from Amit Khaneja, MD.

The peer review includes, inter alia, a statement of purpose, delineation of records reviewed, a summary of the case history and a discussion of medical necessity, supported by medical authority and submitted under penalties of perjury.

In part, the peer reviewer wrote:

"The claimant is a 74-year-old female named (LP), who was involved in a motor vehicle accident on 01/13/2025, as an unrestrained passenger of a vehicle, she went to the back of the vehicle to get her bag. She state (sic) that as she was taking the bag out of the rear of the vehicle the driver closed tailgate and the tailgate come down and struck her head. The claimant sustained alleged injuries to the head and neck. The claimant denied loss of consciousness. Following the accident, the claimant was taken to the hospital from the site of the accident for emergency care.

Post MVA, the claimant was seen by Dr. Nunzio Saulle, MD, on 04/09/2025, for complaints of pain. She complained of pain in the head and neck. Her examination of the cervical spine revealed tenderness over cervical paraspinal muscles and decreased ROM. Diagnoses of cervical sprain, headaches were made. The claimant was advised to undergo conservative care. She was advised to undergo physical therapy. She was prescribed an MRI of the cervical spine.

After the initial review, the claimant started conservative care with physical therapy on 05/09/2025.

--

As a part of the diagnostic workup, the claimant underwent an MRI of the brain on 05/16/2025 that showed: There has been interval progression of a low to moderate burden of presumed gliosis throughout the supratentorial white matter and deep gray nuclei as well as the brainstem. Differential includes white matter damage related to traumatic brain representing the which is commonly associated traumatic brain change, 5 mm presumed pineal cyst. Reidentified extensive mineralization throughout the deep gray nuclei described above, highly suspicious for primary or secondary Fahr disease.

Discussion:

The medical records presented for the peer review failed to support the medical necessity of 3D Rendering (NeuroQuant), MRI of the Brain.

Regarding Brain MRI

According to the medical standard of care, diagnostic neuroimaging such as MRI of the brain is typically recommended the context of neurological deficits that has not been explained by initial CT scans, or to evaluate prolonged intervals of disturbed consciousness corroborated by neurological deficit. (citations omitted)

--

There is no injury to the head or loss of consciousness noted. There was no cognitive or neurological deficit. Therefore, this was not medically necessary and not according to the medical standard of care.

Based upon the evidence adduced in this claim, as well as any arguments under concessions made at the time of the hearing, I hold for the Applicant.

To that end, I find that the peer lacks a sufficient "factual basis and medical rationale" to support the opinion rendered.

In so holding, I note that the peer reviewer's record review is not commensurate with the breadth of records reviewed which, as noted in the 'record review' section, includes cognitive therapy notes.

Further, I note that the April 9, 2025 evaluation included, in addition to headaches, complaints of nausea, which the doctor omits from his summary. More problematic is the fact that the initial evaluation includes a referral for a neurological consultation, which referral is not included in the peer reviewer summary of the case history. I would also note that the April 9, 2025 evaluation notes that the EIP underwent a CT scan in the emergency room, which is also not addressed by the peer reviewer.

Further, and as noted by the Applicant, the hearing record establishes that the testing at issue was ordered by Mehrdad Golzad, MD, for concern of "traumatic brain injury."

Finally, I find that the peer reviewer's discussion of medical necessity is formulaic and perfunctory.

Applicant's prima facie case, not otherwise in dispute, is sustained.

Award for Applicant in the amount of \$1290.65, plus interest and attorney's fees, in accord with LMK Psychological Services PC v. State Farm Mutual Auto Insurance Company, 12 N.Y. 3d 217, 879 N.Y.S. 2d 14 (2009), and as computed as per opinion letter of the Office of General Counsel of the NY Insurance Department No. 3-10-04 [Oct. 2003]. Applicant is further awarded return of filing fee. Any further issue raised in the hearing record is held to be moot and/or waived insofar as not raised at the hearing.

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 applicant is AWARDED the following:

A.

Medical		From/To	Claim Amount	Status
	Lenox Hill Radiology & Medical Imaging	05/16/25 - 05/16/25	\$1,290.65	Awarded: \$1,290.65

	Associates PC		
Total		\$1,290.65	Awarded: \$1,290.65

B. The insurer shall also compute and pay the applicant interest set forth below. 07/09/2025 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

The interest rate shall be 2% per month, simple, on a pro rata basis using a 30 day month. The insurer shall compute and pay Applicant from July 9, 2025, the date of filing, to the date of payment of the award.

C. Attorney's Fees

The insurer shall also pay the applicant for attorney's fees as set forth below

As this matter was filed after February 4, 2015, this case is subject to the provisions promulgated by the Department of Financial Services in the Sixth Amendment to 11 NYCRR 65-4 (Insurance Regulation 68-D). Accordingly, the insurer shall pay the applicant an attorney's fee, in accordance with 11 NYCRR 65-4.6(d).

D. The respondent shall also pay the applicant forty dollars (\$40) to reimburse the applicant for the fee paid to the Designated Organization, unless the fee was previously returned pursuant to an earlier award.

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

State of NY

SS :

County of New York (NY)

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

04/26/2026
(Dated)

Jeffrey Held

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:
c1b722eceed98dec5dbf763baa1743ee

Electronically Signed

Your name: Jeffrey Held
Signed on: 04/26/2026