

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

American Medical Initiatives PC
(Applicant)

- and -

American Transit Insurance Company
(Respondent)

AAA Case No. 17-25-1433-1317

Applicant's File No. SSA25-120218

Insurer's Claim File No. 1161478-07

NAIC No. 16616

ARBITRATION AWARD

I, Anne Malone, 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: EIP

1. Hearing(s) held on 06/01/2026
Declared closed by the arbitrator on 06/01/2026

Steven Super, Esq. from Super Associates P.C. participated virtually for the Applicant

Justin Manzullo, Esq. from American Transit Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$961.88**, 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

The 30 year old EIP reported involvement in a motor vehicle accident on January 1, 2025; claimed related injury and underwent head/brain MRI studies provided by the applicant on August 11, 2025.

The applicant submitted a claim for these medical services, payment of which was timely denied by the respondent based on the IME of the EIP by Eric Roth, M.D. which was performed on May 15, 2025. The IME cut-off was effective on June 16, 2025.

The respondent also submitted a general denial of this claim based on the grounds that the injury sustained by the EIP was not related to the subject accident based on his EUO testimony.

The issues to be determined at the hearing are:

Whether the respondent established that the medical services provided by the applicant were not medically necessary.

Whether the respondent established that the injuries sustained by the EIP were not related to the subject accident.

4. Findings, Conclusions, and Basis Therefor

This hearing was held on Zoom and the decision is based upon the documents reviewed in the Modria File as well as the arguments made by counsel and/or representative at the arbitration hearing. Only the arguments presented at the hearing are preserved in this decision; all other arguments not presented at the hearing are considered waived.

Medical Necessity

To support a lack of medical necessity respondent must "set forth a factual basis and medical rationale for the IME doctor's determination that there was a lack of medical necessity for the services rendered." Provvedere, Inc. v. Republic Western Ins. Co., 2014 NY Slip Op 50219(U) (App. Term2d, 11th and 13th Jud. Dists. 2014.) Respondent bears the burden of production in support of its lack of medical necessity defense, which if established shifts the burden of persuasion to applicant. See Bronx Expert Radiology, P.C. v. Travelers Ins. Co., 2006 NY Slip Op 52116 (App. Term 1st Dept. 2006.)

The Civil Courts have held that a defendant's peer review or medical evidence must set forth more than just a basic recitation of the expert's opinion. The trial courts have held that a peer review report's medical rationale will be insufficient to meet respondent's burden of proof if: 1) the medical rationale of its expert witness is not supported by evidence of a deviation from "generally accepted medical" standards; 2) the expert fails to cite to medical authority, standard, or generally accepted medical practice as a medical rationale for his/her findings; and 3) the peer review report fails to provide specifics as to the claim at issue; is conclusory or vague. See Nir v. Allstate, 7 Misc.3d 544 (N.Y. City Civ. Ct. 2005.)

To support its contention that the medical services provided to the EIP were not medically necessary, the respondent relied upon the submissions, including the

negative results of the MRI studies of the head/brain and report of the independent medical examination of the EIP by Dr. Roth, which was objectively negative and unremarkable. Range of motion was determined with the assistance of a goniometer. The report presents a factually sufficient, cogent medical rationale in support of respondent's lack of medical necessity defense. Dr. Roth performed a complete and comprehensive examination of the EIP which did not identify any objective positive findings and determined that his injuries were resolved.

According to the IME report, the EIP reported that as a result of the subject accident he lost consciousness for two to three minutes and had lacerations to his knee. He went to Mount Sinai Hospital where he was evaluated and discharged the day of the accident.

The EIP stated that as a result of the subject accident he experienced radiating neck, mid and low back, right knee and bilateral feet pain. At that time of the examination his chief complaints were radiating neck and low back pain and pain in the right wrist and hand. He reported that he was receiving conservative treatment three times a week.

Based upon the physical examination and medical records reviewed, Dr. Roth determined that despite his subjective complaints, the EIP was not disabled and that he could perform his activities of daily living and working without limitations. It was Dr. Roth's opinion that there was no medical necessity for acupuncture treatment, physical therapy or other physiatric treatment, diagnostic testing, durable medical equipment, household help or special transportation.

Although Dr. Roth did not specifically address any injury to the EIP's head/brain he did acknowledge that at the time of the subject accident he claimed to have lost consciousness. However, at the time of the IME the EIP did not mention any problems related to the MRI studies which are the subject of this claim.

Respondent has factually demonstrated that the medical services at issue were not medically necessary. Accordingly, the burden now shifts to the applicant, who bears the ultimate burden of persuasion. See Bronx Expert Radiology, P.C. v. Travelers Ins. Co., 2006 NY Slip Op 52116 (App. Term 1 Dept. 2006.)

In response to the report of the physical examination of the EIP by Dr. Roth, the applicant relied upon the submissions, which included the report of the results of the head/brain MRI which was essentially negative.

The applicant argued that the IME did not address any head injury experienced by the EIP.

A review of the submissions indicate that Dr. Roth acknowledged the EIP's report of loss of consciousness for two to three minutes at the time of the subject accident but that he relied upon the reported current complaints which did not include complaints of problems or treatment related to injury to his head/brain.

Based on the foregoing, I find that the applicant failed to document sufficient contemporaneous objective findings that would warrant continued treatment after the IME cut-off date.

A review of the applicant's submissions reveals that it has not met the burden of persuasion in rebuttal. The medical records submitted in opposition to the findings of Dr. Roth are insufficient to overcome the burden of production established by respondent.

Based on the foregoing, the respondent has established that any further treatment related to the subject accident, including diagnostic testing was not medically necessary.

Under these circumstances, the issue of treatment unrelated to the subject accident is moot.

Accordingly, the claim is dismissed with prejudice.

Any further issues submitted in the record are held to be moot and/or waived insofar as they were not raised at the time of this hearing. This decision is in full disposition of all claims for no-fault benefits presently before this Arbitrator.

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 CT
SS :
County of Fairfield

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

06/29/2026
(Dated)

Anne Malone

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:
2606782ba82ddfcef35216caa78bc10e

Electronically Signed

Your name: Anne Malone
Signed on: 06/29/2026