American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

City Radiology LLC (Applicant)	AAA Case No.	17-25-1431-3676
	Applicant's File No.	BT25â340363
- and -	Insurer's Claim File No.	0601569960001
	NAIC No.	36447
LM General Insurance Company (Respondent)		

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 07/24/2026
   Declared closed by the arbitrator on 07/24/2026

   Heather Landeras, Esq. from The Tadchiev Law Firm, P.C. participated virtually for the Applicant

   Shertona Salomon from LM General Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$1,400.00**, was AMENDED and permitted by the arbitrator at the oral hearing.

   The amount claimed was amended by the applicant to $724.91 to conform to the appropriate fee schedule.

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

3. Summary of Issues in Dispute

   The 48 year old EIP reported involvement in a motor vehicle accident on October 2, 2025; claimed related injury and underwent MRI studies of the left knee provided by the applicant on October 2, 2025.

The applicant submitted a claim for these medical services, payment of which was timely denied by the respondent based upon a peer review by Stuart Springer, M.D. dated October 16, 2025. In response, the applicant submitted a rebuttal dated June 18, 2026 by Joseph Goroum, M.D. who was not one of the EIP's treating medical providers.

The issue to be determined at the hearing is whether the respondent established that the medical services at issue were not medically necessary.

4. Findings, Conclusions, and Basis Therefor

This hearing was held on Zoom and the decision is based upon the documents reviewed from 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.

To support a lack of medical necessity defense respondent must "set forth a factual basis and medical rationale for the peer reviewer's [or examining physician'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.)

The Civil Courts have held that a defendant's peer review or report of medical examination must set forth more than just a basic recitation of the expert's opinion. The trial courts have held that a peer review or medical examination 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 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 left knee MRI studies provided by the applicant were not medically necessary at the time they were provided, respondent relies upon the peer review by Dr. Springer, who reviewed the medical records of the EIP, noted the injuries claimed and the treatment rendered to her. Dr. Springer considered possible arguments and justification for the need for the medical services at issue and determined that they were not warranted under the circumstances presented.

Dr .Springer submitted a comprehensive report in which he discussed the medical services provided and his reasons for determining that they were not medically necessary for this EIP at the time they were provided. He discussed the left knee MRI studies and determined that they were performed prematurely before the EIP had undergone any conservative treatment.

He supported, with relevant medical literature, his opinion that the left knee MRI studies at issue provided to the EIP were not medically necessary for this particular patient at the time they were provided.

Respondent has met its evidentiary burden. The peer review adequately sets forth the factual basis and medical rationale to support the conclusion that the medical services at issue were not indicated for this EIP at the time they were provided. Therefore, pursuant to Bronx Expert Radiology, *supra* the burden shifts to the applicant, which bears the ultimate burden of persuasion to establish that the services at issue were medically necessary.

Respondent has factually demonstrated that the services at issue were not medically necessary. Accordingly, the burden now shifts to the applicant, which bears the ultimate burden of persuasion, pursuant to Bronx Expert Radiology, P.C., *supra*.

In opposition to the peer review, the applicant presented a rebuttal by Dr. Gorum who reviewed the EIP's medical records, discussed the medical treatment provided to her and disagreed with the conclusions reached by Dr. Springer.

Dr. Gorum discussed the standard of care for MRI studies for the left knee, Dr. Gorum refers to "significant trauma to the knee (eg. motor vehicle accident, knee dislocation.)

He stated that Dr. Springer's assertion that the EIP did not receive conservative care in any form for pain relief was not accurate. The medical records indicate that two days post-accident the EIP reported pain in the bilateral shoulders, cervical and lumbar spine, difficulty sleeping and activities of daily living. The clinical impression at that time was acute cervical sprain, thoracic and lumbar sprain, derangement of the bilateral shoulders and knees and right hip sprain.

The EIP received trigger point and cluneal nerve injections on September 24, 2025 and physical therapy treatment from September 24, 2025 to September 26, 2025. Dr. Gorman did not report on whether these treatments were beneficial to the EIP and did not indicate that further treatment was provided prior to ordering the MRI studies.

Dr. Gorum discussed the general uses and benefits of MRI studies but did not refer specifically to this particular EIP for whom the studies were performed 10 days post-accident.

After a review of all the evidence submitted an issue of fact remains as to whether the services rendered were medically necessary. Conflicting opinions have been presented in the peer review by Dr. Springer and the rebuttal by Dr. Gorum submitted on behalf of the applicant.

A review of the applicant's submissions reveals that it has failed to meet the burden of persuasion in rebuttal. The rebuttal and medical records submitted in opposition to the findings of Dr. Springer are insufficient to overcome the burden of production established by respondent.

Based on the foregoing, I find that the respondent has established that the MRI studies at issue were not medically necessary.

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.

07/31/2026 Anne Malone
(Dated)

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:
5bbda689b0e5080323827e3ba9265829

Electronically Signed

Your name: Anne Malone
Signed on: 07/31/2026