

**AMERICAN ARBITRATION ASSOCIATION**  
**NO-FAULT/ACCIDENT CLAIMS**

---

In the Matter of the Arbitration between

(Claimant)

**AAA CASE NO.: 18 Z 600 18819 01**  
**INS. CO. CLAIMS NO.: 996051710**

v.  
NEW JERSEY MANUFACTURERS INSURANCE COMPANY

(Respondent)

**DRP NAME:**

**Andrew A. Patriaco**

**NATURE OF DISPUTE: Medical  
Necessity**

---

**AWARD OF DISPUTE RESOLUTION PROFESSIONAL**

**I, THE UNDERSIGNED DISPUTE RESOLUTION PROFESSIONAL (DRP),** designated by the American Arbitration Association under the Rules for the Arbitration of No-Fault Disputes in the State of New Jersey, adopted pursuant to the 1998 New Jersey "Automobile Insurance Cost Reduction Act" as governed by *N.J.S.A. 39:6A-5, et seq.*, and, I have been duly sworn and have considered such proofs and allegations as were submitted by the Parties. The Award is **DETERMINED** as follows:

Injured Person(s) hereinafter referred to as: K.T.

1. ORAL HEARING held on May 31, 2002.

2. ALL PARTIES APPEARED at the oral hearing(s) .

NO ONE appeared telephonically.

3. Claims in the Demand for Arbitration were NOT AMENDED at the oral hearing (Amendments, if any, set forth below). STIPULATIONS were not made by the parties regarding the issues to be determined (Stipulations, if any, set forth below).

4. FINDINGS OF FACTS AND CONCLUSIONS OF LAW:

This is a claim arising out of an accident that occurred on October 15, 1999.

Claimant submitted the following documents:

- 1) Demand for Arbitration dated November 19, 2001.
- 2) Assignment.

- 3) The bill in dispute.
- 4) Letter dated January 17, 2002 with exhibits 1-9.
- 5) Certification of Sharon Kates dated January 23, 2002.
- 6) Certification for fee and costs.

Respondent submitted the following documents:

- 1) Letter dated December 21, 2001.
- 2) Letter dated January 17, 2002.
- 3) Letter dated July 14, 2002.

The amount in issue represents the charge for SSEP testing of the upper and lower extremities performed on November 27, 1999.

On October 15, 1999, K.T. sustained injuries as the result of an automobile accident. She received emergency room treatment and was seen by Doctor Gangemi on October 17, 1999. She had initial complaints of left arm pain and weakness, neck pain, mid back pain, and low back pain. After performing an examination, Doctor Gangemi provided a diagnosis of post concussive syndrome, severe cervical strain with cervical radiculitis, lumbar strain with radiculitis, thoracic strain with radiculitis and left arm fibromyositis. He prescribed a treatment plan of medication, physical therapy and x-rays.

On November 4, 1999, Doctor Gangemi saw K.T. once again. She continued to experience neck and low back pain. Doctor Gangemi recommended continued physical therapy, EMG testing of the upper and lower extremities and spinal manipulation.

On November 27, 1999, electrodiagnostic studies of the lower extremities were performed and were within normal units. Electrodiagnostic studies performed on December 20, 1999 of the upper extremities were also normal.

Respondent has denied payment of this claim contending that the testing was not medically necessary. It should be noted that it appears that claimant did not attempt to pre-certify the testing in issue. Doctor Rigoglioso reviewed records on behalf of the respondent. He was of the opinion that the testing was not medically necessary in that K.T. had complaints of neck and low back pain without any documentation of radicular pain. There was full and active range of motion of the upper and lower extremities. Motor strength was 5 out of 5. Sensation was intact.

Based on my review of the entire submissions of the parties, I find that the testing in issue was not medically necessary. Doctor Gangemi's records do not document sufficient radicular complaints and positive neurological findings to justify the electrodiagnostic testing. Claimant has failed to meet its burden of proof. Therefore, the claim is denied.

##### 5. MEDICAL EXPENSE BENEFITS:

Denied

Provider	Amount Claimed	Amount Awarded	Payable to
----------	----------------	----------------	------------

Provider	Amount Claimed	Amount Awarded	Payable to

Explanations of the application of the medical fee schedule, deductibles, co-payments, or other particular calculations of Amounts Awarded, are set forth below.

6. INCOME CONTINUATION BENEFITS: Not In Issue

7. ESSENTIAL SERVICES BENEFITS: Not In Issue

8. DEATH BENEFITS: Not In Issue

9. FUNERAL EXPENSE BENEFITS: Not In Issue

10. I find that the CLAIMANT did not prevail, and I award no COSTS/ATTORNEYS FEES under N.J.S.A. 39:6A-5.2 and INTEREST under N.J.S.A. 39:6A-5h.

(A) Other COSTS as follows: (payable to counsel of record for CLAIMANT unless otherwise indicated): \$0.00

(B) ATTORNEYS FEES as follows: (payable to counsel of record for CLAIMANT unless otherwise indicated): \$0.00

(C) INTEREST is as follows: Awarded in the amount of \$0.00 .

This Award is in **FULL SATISFACTION** of all Claims submitted to this arbitration.

August 13, 2002

Date

\_\_\_\_\_  
Andrew A. Patriaco, Esq.