

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

In the Matter of the Arbitration between

(Claimant)

v.

LIBERTY MUTUAL INSURANCE
(Respondent)

AAA CASE NO.: 18 Z 600 04935 01
INS. CO. CLAIMS NO.: 000846311-02
DRP NAME:: Herbert S. Alterman

NATURE OF DISPUTE: Reasonable and
Necessary,

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: RT.

1. ORAL HEARING held on August 1, 2001.
2. ALL PARITIES APPEARED at the oral hearing(s)

NO ONE appeared telephonically.

3. Claims in the Demand for Arbitration was 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).

Amount demanded is decreased to \$2257.75.

4. FINDINGS OF FACTS AND CONCLUSIONS OF LAW:

RT was injured in an automobile accident on June 17, 2000. Claimant, from June 26 to October 6, 2000, provided chiropractic treatment to her for the injuries she sustained in that accident. Respondent contends that claimant is not entitled to be compensated at the rate in the New Jersey medical fee schedule, but at a lesser rate as provided in his agreement with CHN (Consumer Health Network).

Claimant entered into a contract with CHN to provide services to various unspecified insurers at a reduced fee based upon the CHN fee schedule. Claimant did not enter into an agreement directly with respondent. The CHN contract provides that if an

“additional Payor” enters into an agreement with CHN, “CHN shall provide notice to Provider of the Identity of the Payor...” Respondent did not notify claimant that respondent had become an “additional Payor.” Claimant is entitled to reimbursement in accordance with the medical fee schedule promulgated in N.J.A.C. 11:3-29.1, et. seq. Respondent does not deny that the injuries treated by claimant were medically necessary and were causally related to the aforementioned accident.

5. MEDICAL EXPENSE BENEFITS:

Granted.

Provider	Amount Claimed	Amount Awarded	Payable to
Dr. Kenneth Halpin a/s/o RT	\$2257.75	\$2257.75	Claimant

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

The award is subject to the medical fee schedule, deductible and copayment.

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 prevail, and I award the following 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): \$325.00 filing fee

(B) ATTORNEYS FEES as follows: (payable to counsel of record for CLAIMANT unless otherwise indicated): \$1000.00

(C) INTEREST is as follows: Waived per claimant .

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

August 10, 2001

Date

Herbert S. Alterman, Esq.