

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

In the Matter of the Arbitration between

(Claimant)

v.
First Trenton Indemnity Company
(Respondent)

AAA CASE NO.: 18 Z 600 02748 01
INS. CO. CLAIMS NO.: SMEI112617
DRP NAME: Kathleen D. Kincade
NATURE OF DISPUTE: Pre-
Certification, 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: A.N..

1. ORAL HEARING held on 8/24/01.
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:

The Injured Party was involved in a motor vehicle accident on 4/21/00. On that date he was eligible for insurance coverage under a policy issued by the Respondent.

The Injured Party sustained personal injuries as a result of the accident. He received medical treatment and testing from a variety of providers. An MRI revealed a herniated disc at C4-5 and C5-6.

The Injured Party obtained a TENS unit and six months of supplies from the provider named as the Claimant herein. A.N. assigned his rights to payment from the Respondent to the Claimant in an undated form of assignment.

A.N.'s treating chiropractor, Dr. Singer, issued a prescription for the TENS unit and supplies on 7/10/00. On 7/20/00 the Claimant faxed the precertification request to the Respondent. The Respondent did not reply until 8/24/00 and denied the request at that time. The Respondent relied on reports from Dr. De Stefano dated 8/5/00 and 8/15/00. The Claimant argues that the Respondent's reply came too late and brings this action to compel payment of the charges.

I have received and reviewed the Claimant's submission of 8/15/01 with attached Exhibits A through D.

I have received and reviewed the Respondent's submission of 3/8/01 and Dr. DeStefano's report of 8/5/00.

I find that the TENS unit and six months of supplies were medically reasonable, necessary and related to the accident. A.N.'s treating chiropractor stated that these items were necessary for proper treatment. I find that the Respondent's denial of the precertification was not issued in a timely fashion. I therefore award payment of the bill presented.

I also award payment of interest in the amount of \$62.43 on the outstanding amount with no opposition by the Respondent.

I have received and reviewed the Claimant's counsel's affidavit of services. I find that the hourly rate requested, \$195.00, is fair and reasonable in this area for this type of work by an experienced attorney. However I find that the time billed of 7.65 hours is higher than necessary for this successful Claimant. I find that adequate compensation is five hours at the rate of \$195.00 per hour.

5. MEDICAL EXPENSE BENEFITS:

Awarded

Provider Amount Claimed Amount Awarded Payable to

Provider	Amount Claimed	Amount Awarded	Payable to
Liberty Supply	\$1,457.50	\$1,457.50	provider

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

The amount awarded is subject to the fee schedule and any applicable co-pay and deductible amounts.

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

(B) ATTORNEYS FEES as follows: (payable to counsel of record for CLAIMANT unless otherwise indicated): \$975.00

(C) INTEREST is as follows: Awarded in the amount of \$62.43.

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

September 27, 2001
Date

Kathleen D. Kincade, Esq.