

# Princeton Insurance

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May 2, 2007

RE: Bedford v. Riello Scope of Practice

As you are probably already aware, the New Jersey Appellate Division recently held in Bedford v. Riello that “the scope of chiropractic in New Jersey is limited to adjustments of the spinal column and does not include the adjustment of other joints.” The court further observed that although a chiropractor is permitted to perform “recognized ‘chiropractic analytical procedures,’ which may allow a chiropractor to maneuver a patient’s limbs to assist in adjusting the patient’s spine,” a chiropractor is not authorized to “independently adjust extremities” or “a joint, such as a knee joint, which is not an articulation of the spine.”

Based on the expert chiropractic testimony presented in this case, we believe that the court erred in so limiting the legally permissible scope of accepted chiropractic practice and have authorized the attorneys handling the matter to request the Supreme Court of New Jersey to review and reverse that decision. However, until the Supreme Court agrees to do so, the Appellate Division’s decision constitutes the law.

Your policy with Princeton Insurance defines Professional Services as those services performed that are within the generally recognized and accepted scope of your specialty. The policy also excludes from coverage acts which violate any law, statute or regulation.

The scope limitation articulated by the Appellate Division in the Bedford case is significantly narrower than what we had previously understood was permissible under the law as generally accepted chiropractic practice. Depending on what the Supreme Court decides to do with that ruling, it may, or may not, be subject to further modification. In any event, we believe that it would be unfair and simply wrong to utilize that decision as a basis for denying coverage for any claim for injury caused by a manipulation or adjustment of a joint that was performed prior to the Appellate Division’s decision being issued and which was, at the time it was performed, considered to be legal and within generally accepted standards of chiropractic practice. Therefore, we will not utilize that decision to deny coverage for any such claim.

That said, however, the Appellate Division’s ruling in the Bedford case is, as noted above, now the law with which we all must abide and which will necessarily govern our coverage decisions concerning claims arising out of treatment provided since it was issued. Therefore, until the Supreme Court reverses this decision, we urge you not to perform any maneuver or adjustment that the Appellate Division’s decision has prohibited.

We will, as indicated above, vigorously pursue reversal of this decision, and are hopeful that we will ultimately achieve a successful resolution of this matter. In the meantime, we remain committed to providing you with the same high level of service you have come to expect from us.



John O’Farrell  
Vice President of Claims