

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Revive Pharmacy Inc.
(Applicant)

- and -

Geico Insurance Company
(Respondent)

AAA Case No.	17-25-1413-3027
Applicant's File No.	184598
Insurer's Claim File No.	8802171470000001
NAIC No.	22055

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: assignor

1. Hearing(s) held on 09/21/2026
Declared closed by the arbitrator on 09/21/2026

Aleksey Selipanov, Esq. from The Law Offices of John Gallagher, PLLC participated virtually for the Applicant

Maria Greenman from Geico Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$2,378.92**, was NOT AMENDED at the oral hearing.
Stipulations WERE NOT made by the parties regarding the issues to be determined.
3. Summary of Issues in Dispute

The 30 year old EIP, a motorcycle rider reported involvement in a motor vehicle accident on April 29, 2025; claimed related injury and received Diclofenac Sodium gel provided by the applicant on May 20, 2025.

The applicant submitted a claim for this topical prescription medication, payment of which was denied by the respondent on the grounds that coverage for this claim is excluded because "[o]ccupants of a motorcycle are excluded from New York State No-Fault benefits."

The issue to be determined at the hearing is whether the respondent can establish its coverage defense.

4. Findings, Conclusions, and Basis Therefor

This decision is based upon the documents reviewed in 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.

The EIP a was involved in a motor vehicle accident on April 29, 2025 which operating a motorcycle. The policy which would have provided coverage for this accident was a motorcycle policy which did not provide medical payments to this insured for motor vehicle accidents. In addition, accidents involving motorcycles are excluded from New York State No-Fault benefits.

The NF-10 denial states in pertinent part: "[o]ccupants of a motorcycle are excluded from New York State No-Fault benefits. Additionally, this policy does not carry medical payments coverage."

The applicant did not submit any evidence to refute the respondent's assertions.

Based on the foregoing, I find that respondent established that the coverage exclusion stated above applies to this claim.

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.

09/21/2026
(Dated)

Anne Malone

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:
2f38d282d505b2f529f7ce67c835dcf9

Electronically Signed

Your name: Anne Malone
Signed on: 09/21/2026