American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Health Station Pharmacy Corp
(Applicant)

- and -

American Family Connect Property and Casualty Insurance Company f/k/a IDS Property Casualty Ins.Co
(Respondent)

AAA Case No.	17-26-1442-0689
Applicant's File No.	LIP-55012
Insurer's Claim File No.	01009272047-02
NAIC No.	12504

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

   Rajesh Barua, Esq. from Law Offices of Ilya E Parnas P.C. participated virtually for the Applicant

   Elvira Messina, Esq. from Callinan & Smith LLP participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$4,698.80**, 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 41 year old assignor, reported involvement in a motor vehicle accident on September 17, 2025; claimed related injury and received Lidocaine ointment, Naproxen and Cyclobenzaprine provided by the applicant on November 15, 2025.

The applicant submitted a claim for this topical and oral prescription medication, payment of which was denied by the respondent based on the EUO testimony of the passenger/assignor and the driver of the subject vehicle which established a defense of fraud and material misrepresentation when the policy was issued.

The issue to be determined at the hearing is whether the respondent established that the denial is proper based on fraud and material misrepresentation at the time that the policy was issued.

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.

Fraud/Material Misrepresentation

This claim involves a New York accident involving a policy issued in New Jersey for a person (the driver) who claimed to be a resident at a time that she resided in New York for a vehicle which was garaged in New York.

The NF 10 states in pertinent part:

> YOUR CLAIM FOR NEW YORK NO-FAULT BENEFITS IS DENIED IN ITS ENTIRETY, BASED UPON THE RESULTS
>
> OF THE AMERICAN FAMILY CONNECT PROPERTY AND CASUALTY INSURANCE COMPANY INVESTIGATION INTO
>
> THE REPORTED MOTOR VEHICLE INCIDENT OF SEPTEMBER
>
> 17, 2025.
>
> THE AMERICAN FAMILY CONNECT PROPERTY AND CASUALTY
>
> INSURANCE COMPANY INVESTIGATION INTO THIS MATTER
>
> INCLUDED THE APPEARANCE OF [the driver]AT AN
>
> EXAMINATION UNDER OATH ON JANUARY 2, 2026, AND
>
> THE APPEARANCE OF [the assignor] AT AN EXAMINATION

UNDER OATH ON JANUARY 7, 2026.

THE AMERICAN FAMILY CONNECT ISURANCE COMPANY

INVESTIGATION DETERMINED THAT [the assignor] MADE

MATERIAL MISREPRESENTATIONS OF FACT AND FALSE

AND/OR FRAUDULENT STATEMENTS IN THE PRESENTATION

OF THE CLAIM WITH REGARD TO THE OCCURRENCE OF

THE REPORTED MOTOR VEHICLE INCIDENT ALLEGED TO

HAVE OCCURRED ON SEPTEMBER 17, 2025.

THE INVESTIGATION DETERMINED THAT THE INCIDENT

ALLEGED TO HAVE OCCURRED ON SEPTEMBER 17, 2025,

WAS NOT THE PRODUCT OF A COVERED EVENT AND THAT

[the assignor] DOES NOT QUALIFY FOR COVERAGE AND/OR IS EXCLUDED FROM COVERAGE AS THEY DO NOT MEET

THE DEFINITION OF AN ELIGIBLE INJURED PARTY AND

THAT [the assignor] IS NOT ELIGIBLE FOR NO FAULT/PIP BENEFITS.

AS SUCH, ALL CLAIMS FOR BENEFITS FOR [the assignor] ARE DENIED.

To support this contention the respondent submitted the EUO testimony of the driver and the passenger/assignor and also relied upon the SIU affidavit.

The applicant did not submit and evidence to refute the respondent's determination of a lack of coverage for this event.

Based on the foregoing, the respondent has established that the applicant is not entitled to reimbursement for the claim at issue.

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.

09/22/2026
(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:
6a4cf13a3d8d490a18db9f3f9c1df585

Electronically Signed

Your name: Anne Malone
Signed on: 09/22/2026