

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Citi Express Pharmacy & Medical Supplies
LLC
(Applicant)

- and -

Progressive Casualty Insurance Company
(Respondent)

AAA Case No.	17-25-1388-2084
Applicant's File No.	DK24-489000
Insurer's Claim File No.	24-758953595
NAIC No.	24260

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: EIP

1. Hearing(s) held on 10/12/2026
Declared closed by the arbitrator on 10/12/2026

Jennifer Raheb, Esq. from Korsunskiy Legal Group, P.C. participated virtually for the Applicant

Cody Luong, Esq. from McCormack, Mattei & Holler participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$2,368.90**, 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 57 year old EIP reported involvement in a motor vehicle accident on June 9, 2024; claimed related injury and received Diclofenac gel prescription medication provided by the applicant on August 10, 2023.

The applicant submitted a claim for this prescription medication, payment of which was denied by the respondent based upon a court order.

The issue to be determined at this hearing is whether the applicant established that the claim should be dismissed without prejudice.

4. Findings, Conclusions, and Basis Therefor

This hearing was held on Zoom and the decision is based upon the documents reviewed 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.

This is a claim for reimbursement for prescription medication provided by the applicant, payment of which was denied based upon an order in favor of the respondent by Hon. Leonard D. Steinman, J.S.C. Supreme Court Nassau County in a declaratory judgment action which determined that the applicant in the claim at issue has no contractual duty to defend, nor to provide indemnity coverage in any action commenced by or on its behalf.

Since the time for the applicant to move to vacate the Court's order has not yet expired, this claim should be dismissed without prejudice.

Accordingly, the claim is dismissed without 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.

10/13/2026

(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:
52a47b75243c92f8a1869134d902ae8b

Electronically Signed

Your name: Anne Malone
Signed on: 10/13/2026