

**Supreme Court of the State of New York
Appellate Division: Second Judicial Department**

D34463
C/nl

_____AD3d_____

Submitted - February 28, 2012

REINALDO E. RIVERA, J.P.
MARK C. DILLON
DANIEL D. ANGIOLILLO
JOHN M. LEVENTHAL, JJ.

2011-05258

DECISION & ORDER

In the Matter of Government Employees Insurance
Company, respondent, v Sinyoung Baik, appellant.

(Index No. 30167/10)

Steven Louros, New York, N.Y., for appellant.

Gail S. Lauzon (Montfort, Healy, McGuire & Salley, Garden City, N.Y. [Donald S. Neumann, Jr.], of counsel), for respondent.

In a proceeding pursuant to CPLR article 75 to permanently stay arbitration of an uninsured motorist claim, Sinyoung Baik appeals from an order of the Supreme Court, Queens County (Rios, J.), entered April 20, 2011, which granted the petition and denied her motion, inter alia, for certain discovery.

ORDERED that the order is affirmed, with costs.

The appellant sought uninsured motorist benefits, under a policy of insurance issued by the petitioner, for physical injuries she allegedly sustained when an unknown hit-and-run driver rear-ended the vehicle of the insured, in which the appellant was a passenger. The petitioner insurance company commenced this proceeding to permanently stay the arbitration of the appellant's claim on the ground that the appellant failed to report the accident to the police, a peace or judicial officer, or the Commissioner of Motor Vehicles within 24 hours of the accident or as soon as reasonably possible thereafter, as required by the supplementary uninsured/underinsured motorist endorsement of the subject policy.

Contrary to the appellant's contention, the Supreme Court properly granted the

petition and denied her motion, inter alia, for certain discovery. The petitioner established that neither the appellant nor the policyholder reported the alleged hit-and-run accident to the police, a peace or judicial officer, or to the Commissioner of Motor Vehicles within 24 hours of the accident or as soon as reasonably possible thereafter. Accordingly, the Supreme Court properly granted a permanent stay of arbitration (*see Matter of Eagle Ins. Co. v Brown*, 309 AD2d 749, 750; *Matter of State Farm Mut. Ins. Co. v Genao*, 210 AD2d 340, 340-341; *Matter of United States Fire Ins. Co. v Williams*, 166 AD2d 538, 539).

The appellant's remaining contentions are either not properly before this Court or without merit.

RIVERA, J.P., DILLON, ANGIOLILLO and LEVENTHAL, JJ., concur.

ENTER:


Aprilanne Agostino
Clerk of the Court