

Netherlands Ins. Co., 22 NY3d 728, 735 [2014]; *Abetta Boiler & Welding Serv., Inc. v American Intl. Specialty Lines Ins. Co.*, 76 AD3d 412, 413 [1st Dept 2010]). Although defendants' principal testified that the insurance carrier did not contact defendants during the audit that eventually led to plaintiffs' coverage being dropped, one of the individual plaintiffs testified that he had worked with defendants for more than a decade, used defendants for all six of his businesses, and that he would send everything in his possession relating to insurance to defendants, who would in turn take care of it, including when plaintiffs received audit requests from the insurance carrier. In such a situation where "there is a course of dealing over an extended period of time which would have put objectively reasonable insurance agents on notice that their advice was being sought and specially relied on," a special relationship may arise thereby "creating an additional duty of advisement" even in the absence of a specific request from the insured to the broker (*Voss*, 22 NY3d at 735).

There are also issues of fact concerning which party was responsible for managing the renewal process as defendants' involvement with previous audits may evince a course of conduct demonstrating that the renewals were in fact defendants' responsibility (*see Murphy v Kuhn*, 90 NY2d 266, 270 [1997]). The record evidence does not disprove as a matter of law that defendants' inaction in renewing the policy did not proximately cause plaintiffs' injuries (*see Heard v City of New York*, 82 NY2d 66, 72 n * [1993]).

However, the second and third causes of action, for breach of fiduciary duty and

detrimental reliance, should be dismissed as duplicative of the negligence cause of action.

THIS CONSTITUTES THE DECISION AND ORDER
OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: May 21, 2026

A handwritten signature in black ink, appearing to read "Susanna Molina Rojas". The signature is fluid and cursive, with the first name "Susanna" being the most prominent part.

Susanna Molina Rojas
Clerk of the Court