

**DeLoach v Assurant**

2025 NY Slip Op 33147(U)

August 21, 2025

Supreme Court, New York County

Docket Number: Index No. 100044/2025

Judge: James d'Auguste

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

PRESENT: Hon. James d'Auguste

PART 55

Justice

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THOMAS B. DELOACH,

Plaintiff,

- v -

ASSURANT, A DIVISION OF GEICO, GEICO CORPORATION, EXPAT CAPITAL GROUP LLC, FALCON, RAPPAPORT, AND BERKMAN LLP, AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA,

Defendants.

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INDEX NO. 100044/2025

MOTION DATE 04/17/2025

MOTION SEQ. NO. 012

**DECISION + ORDER ON MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 012) 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 116, 165

were read on this motion to/for DISMISS

The motion by Geico Insurance Agency, LLC ("GIA"), sued as GEICO Corporation, seeking dismissal of this action, is granted.

The underlying basis for plaintiff pro se Thomas DeLoach's action is his dissatisfaction with the processing of a renter's insurance claim for alternative living arrangements under a policy issued by American Bankers Insurance Company of Florida ("ABIC").<sup>1</sup> Plaintiff asserts that the various defendants, including GIA, were involved in "coordinated, deceptive, and obstructive conduct committed by the Defendants, acting in concert to prevent Plaintiff from obtaining lawful redress for a valid renters insurance claim and to delay justice through procedural manipulation." NYSCEF Doc. No. 110 at 2. Plaintiff's complaint, as it relates to

<sup>1</sup> Plaintiff alternatively has asserted that the policy was issued by Assurant, A Division of GEICO, but he has a copy of the underlying insurance policy, which repeatedly identifies the insurer as being ABIC. NYSCEF Doc. No. 168.

GIA, is that this entity sent him to an insurance company that has not processed a claim to his satisfaction.<sup>2</sup> Despite GIA being an insurance agency that procures insurance from other companies, plaintiff has asserted claims against it for abuse of process, tortious interference with business expectancy, and negligent misrepresentation. None of these claims have any merit, and they are accordingly dismissed with prejudice.

Plaintiff has failed to state facts supporting a potentially valid claim for abuse of process, which requires: “(1) regularly issued process, either civil or criminal, (2) an intent to do harm without excuse or justification, and (3) use of the process in a perverted manner to obtain a collateral objective.” *Curiano v. Suozzi*, 63 N.Y.2d 113, 116 (1984). As an initial matter, plaintiff has failed to allege any facts showing that GIA obtained a court order or subpoena that improperly compelled plaintiff to act in a certain manner. Moreover, plaintiff has failed to allege any facts that would support a conclusion that any action by GIA that aggrieves him was done with the sole intent to harm plaintiff. *American Preferred Prescription, Inc. v. Health Management, Inc.*, 252 A.D.2d 414, 416 (1st Dep’t 1998). The facts merely show that GIA has been defending itself in litigation that asserts frivolous claims. As plaintiff has failed to state a potentially valid claim for abuse of process, this cause of action is dismissed.

Additionally, plaintiff has failed to state facts supporting a potentially valid claim for tortious interference with business expectancy. This type of economic tort requires plaintiff to identify, for instance, an actual business relationship plaintiff had with a third party. *E.g. Thome v. Alexander & Louis Calder Foundation*, 70 A.D.3d 88, 108 (1st Dept 2009). Moreover,

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<sup>2</sup> In this regard, Plaintiff asserts that GIA is “the company whom Plaintiff trusted and called for renters’ insurance, then agreed to insure Plaintiff, through Assurant.” *Id.* at 3. Plaintiff asserts that “I went to GEICO for renter’s insurance and GEICO provided the insurance and let me know Assurant handles the renter’s insurance policies. I trusted Assurant because I trusted GEICO.” *Id.* at 4. Plaintiff further contends that “GEICO referred Plaintiff to Assurant for renters insurance and represented Assurant as its partner.” *Id.* Additionally, he asserts: “Plaintiff purchased a renters insurance policy in September 2023 through GEICO, which referred him to Assurant as its partnered provider.” *Id.*

plaintiff was required to allege facts showing that GIA was purposefully interfering with this third-party relationship for the sole purpose of harming plaintiff. *Valkyrie AI LLC v. PriceWaterhouseCoopers LLP*, 233 A.D.3d 460, 462 (1st Dep't 2024) (“For this cause of action it must be affirmatively alleged that the defendant's conduct was motivated solely by malice or to inflict injury by unlawful means going beyond mere self-interest or other economic consideration”). As plaintiff has failed to state a potentially valid claim for tortious interference with business expectancy, this cause of action is dismissed.

Further, plaintiff has failed to state facts supporting a potentially valid claim for negligent misrepresentation. Plaintiff asserts that “Defendants misrepresented the identity of the insurer, the nature of the relationship between Assurant and GEICO, and the process for claims handling — inducing reliance by Plaintiff.” It is well established that insurance agents and brokers do not have the type of special relationship with an insured necessary to support a claim for the special duty necessary for this type of claim. *Murphy v. Kuhn*, 90 N.Y.2d 266, 269-70 (1997). In any event, plaintiff could not demonstrate reasonable reliance on any purported misrepresentation as ABIC is identified as the insurer on the insurance policy itself. *Bennett v. Citicorp Mortgage, Inc.*, 8 A.D.3d 1050, 1050-1051 (4th Dep't 2004) (reliance upon a misrepresentation is not justified or reasonable when the truth is ascertainable with the exercise of ordinary diligence). As plaintiff has failed to state a potentially valid claim for negligent misrepresentation, this cause of action is dismissed.

While the issue of punitive damages is essentially academic given the dismissal with prejudice of all claims asserted against GIA, the Court nonetheless notes that this requested form of relief was completely without merit. It is well settled that a typical claim for breach of insurance contract does not support a potential recovery for punitive damages. *Rocanova v.*

*Equitable Life Assurance Society of the United States*, 83 N.Y.2d 603, 613 (1994). This is because the purpose of punitive damages “is not to remedy private wrongs but to vindicate public rights.” *Id.* (citation omitted). Here, plaintiff failed to allege facts showing that GIA, in its dealings with the public, engaged in a fraudulent scheme evidencing morally reprehensible conduct of such a high degree of wanton dishonesty as to imply criminal indifference to its civil obligations. *New York University v. Continental Insurance Company*, 87 N.Y.2d 308, 315-16 (1995). As such, plaintiff’s requested remedy of punitive damages is independently dismissed as lacking any merit.

Accordingly, GIA’s motion to dismiss is granted, and the Clerk is directed to enter judgment dismissing this action with prejudice as against this defendant.

This constitutes the decision and order of this Court.

8/21/2025  
DATE

Hon. James d’Auguste, J.S.C.

CHECK ONE:  CASE DISPOSED  DENIED  NON-FINAL DISPOSITION

APPLICATION:  GRANTED  GRANTED IN PART  OTHER

CHECK IF APPROPRIATE:  SETTLE ORDER  SUBMIT ORDER

INCLUDES TRANSFER/REASSIGN  FIDUCIARY APPOINTMENT  REFERENCE