

Xin Wang Chen v Hyundai Mar. & Fire Ins. Co., Ltd.
2026 NY Slip Op 31953(U)
May 6, 2026
Supreme Court, New York County
Docket Number: Index No. 157790/2020
Judge: Arlene P. Bluth
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**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. ARLENE P. BLUTH PART 14

Justice

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XIN WANG CHEN,

Plaintiff,

- v -

HYUNDAI MARINE & FIRE INSURANCE CO., LTD.,
CHAO'S INSURANCE AGENCY, INC.

Defendants.

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INDEX NO. 157790/2020

MOTION DATE 05/05/2026

MOTION SEQ. NO. 002

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 002) 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146

were read on this motion to/for SUMMARY JUDGMENT.

Defendant Chao’s Insurance Agency, Inc. (hereinafter, the “Chao”)’s motion for summary judgment is granted.

Background

Plaintiff brings this case to recover insurance proceeds arising out of a fire that occurred at a property he owns in Brooklyn. He contends that he obtained an insurance policy from defendant Hyundai Marine & Fire Insurance Co., Ltd. (“Hyundai”) and that Hyundai issued a denial letter after he made a claim.

Previously, Hyundai filed a motion to dismiss that was fully briefed in March 2021 and, eventually, the judge previously assigned to this matter granted that motion in a decision dated December 21, 2022 (NYSCEF Doc. No. 48). That decision observed that the insurance application stated that the premises were a four—family tenant occupied house and that

Hyundai's denial of his claim was justified because there was no doubt that there were more than four families residing at the location, which constituted a material misrepresentation.

Defendant Chao was the broker plaintiff used to obtain insurance. Chao contends that it should be awarded summary judgment on the ground that it had nothing to do with the proper disclaimer by Hyundai. It observes that the insurance application represented that the property had four families living there while, in reality, it was configured as a five or six family dwelling.

Chao argues that plaintiff bears the responsibility for ensuring that the insurance application was correct and that it was his duty to verify each answer, regardless of whether or not Chao was the entity that filled out the application. Chao insists that it has no duty to ensure that the information on the application, which was signed by plaintiff, was correct.

In opposition, plaintiff insists that Chao undertook to verify the accuracy of the insurance applications and that it was not merely performing clerical or ministerial functions. He claims that there are issues of fact regarding the scope of Chao's duty to plaintiff. Plaintiff argues that Chao completed the form and presented it to plaintiff for his signature. He insists that Chao had to investigate the occupancy issues before seeking to obtain the insurance policy.

In reply, Chao contends that there is no basis to find that its relationship with plaintiff constituted a "special relationship" such that Chao suddenly had a duty to verify and check all of the answers on the insurance application. Chao contends that plaintiff cannot raise an issue of fact by suggesting that he did not review the contents of the application.

Discussion

"An insurance policy is a contract between the insurer and the insured" (*Jin Chai-Chen v Metro. Life Ins. Co.*, 190 AD3d 635, 141 NYS3d 41 [1st Dept 2021] [internal quotations and citations omitted]). "While the relationship between an insurance agent and an insured is

generally not the type of special relationship giving rise to advisory duties, exceptional and particularized situations may arise in which insurance agents, through their conduct or by express or implied contract with customers and clients, may assume or acquire duties in addition to those fixed at common law” (*id.* [internal quotations and citations omitted]).

Here, there is no basis to find that Chao did anything that raises an issue of fact about whether there was a special relationship that would require it to verify the answers in the insurance application. Plaintiff’s references to Chao’s deposition only establish that this entity provides quality customer service, not that it ever endeavored to take on the responsibility to ensure the accuracy of the insurance application responses. For instance, there are no documents or communications in which Chao agreed to check on the occupancy issue for plaintiff.

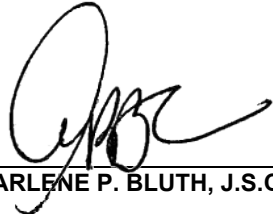
Of course, the application is signed by plaintiff and includes an “applicant’s statement” in which he states that “I have read the above application and any attachments and I declare that the information provided in them is true, complete and correct to the best of my knowledge and belief” (NYSCEF Doc. No. 112). Chao “met [its] common-law duty to obtain coverage for [the] client, despite the fact it was later disclaimed. It was not [Chao’s] responsibility to make sure that the information on the application was complete and accurate” (*id.* [dismissing claims filed by insureds against the broker where their claim was denied even though the insureds asserted the denial occurred because they lacked English proficiency and could not verify the facts in the insurance application]).

Accordingly, it is hereby

ORDERED that defendant Chao’s Insurance Agency, Inc.’s motion for summary judgment is granted and the Clerk is directed to enter judgment accordingly in favor of defendant

Chao's Insurance Agency, Inc. and against plaintiff along with costs and disbursements upon presentation of proper papers therefor.

5/6/2026
DATE


ARLENE P. BLUTH, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE