

SHORT FORM ORDER

**SUPREME COURT - STATE OF NEW YORK
COUNTY OF NASSAU - PART 25**

**Present: HON. WILLIAM R. LaMARCA
Justice**

**In the matter of the application of TRAVELERS
INDEMNITY COMPANY,**

**Motion Sequence # 001
Submitted April 13, 2005**

Petitioner,

**For a stay of the arbitration commenced by
CARMEN MOYA BLANCO and MILTON BLANCO**

INDEX NO: 2703/05

Respondents,

-and against-

**DIANNE PORTER, EDMUND BROWNE, GENERAL
ASSURANCE COMPANY and AUTOONE INSURANCE
COMPANY,**

Proposed Additional Respondents.

The following papers were read on this motion:

| | |
|---------------------------------------|----------|
| Notice of Petition..... | 1 |
| Affirmation in Opposition..... | 2 |
| Affirmation in Reply..... | 3 |

Petitioner, TRAVELERS INDEMNITY COMPANY hereinafter referred to as "TRAVELERS"), moves for an order, pursuant to CPLR Article 75, permanently staying arbitration of an alleged uninsured vehicle claim or, in the alternative, temporarily staying the alleged uninsured vehicle arbitration and adding the proposed additional respondents as named herein. Respondents, CARMEN MOYA BLANCO and MILTON BLANCO,

oppose the motion which is determined as follows:

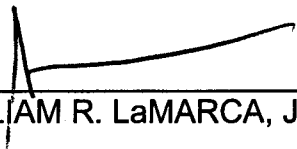
Respondent, CARMEN MOYA BLANCO, has demanded arbitration based upon an uninsured motorist claim on her and respondent, MILTON BLANCO's behalf by reason of her being the owner and driver of a 2000 Ford automobile insured by TRAVELERS, involved in an accident on July 2, 2003 in the vicinity of Dixon and Bayview Avenues in Babylon, New York. The petitioner states that the accident allegedly took place between the BLANCO car and a 1996 Ford, owned by EDMUND BROWNE and operated with his permission by DIANNE PORTER. Petitioner indicates that the Police Accident Report reflects that the BROWNE car was insured under the Automobile Insurance Plan (AIP), otherwise known as the assigned risk plan. It is alleged that GENERAL ASSURANCE COMPANY (GAC) was assigned by AIP to insure the BROWNE automobile and that AUTOONE INSURANCE COMPANY(AUTOONE) took over the assigned risk policies of GAC. It is petitioner's position that there is no right of recovery under the TRAVELERS policy of insurance if there is a viable policy of insurance issued to the other owner/driver in effect on the date of the accident and that the GAC and AUTOONE policies are the ones against which respondent should claim.

In opposition to the motion, respondents state that petitioner's evidence of insurance is insufficient and, in any event, any insurance issued by GAC and/or AUTOONE, its successor, was effective through 4/9/03 only, when it lapsed without renewal prior to the accident. After a careful reading of the submissions herein, it is the Court's judgment that a hearing is required on the issue of whether there is a right to proceed to arbitration or whether there is insurance coverage for the BROWNE vehicle with GENERAL ASSURANCE COMPANY, AUTOONE INSURANCE COMPANY or any other company.

All further requested relief not specifically granted is denied.

This constitutes the decision and order of the Court.

Dated: June 2, 2005


WILLIAM R. LaMARCA, J.S.C.

TO: Karen C. Dodson, Esq.
Attorney for Petitioners
100 Baylis Road, Suite 100
Melville, NY 11747

Russo & Pedranghelu, Esqs.
Attorneys for Respondents
16 East Old Country Road
Hicksville, NY 11747

Dianne Porter
Proposed Additional Respondent Pro Se
3 Croydon Road
Amityville, NY 11701

Edmund Browne
Proposed Additional Respondent Pro Se
PO Box 593 JAF St
New York, NY 10116

General Assurance Company
Proposed Additional Respondent Pro Se
201 North Service Road
Melville, NY 11747

AutoOne Insurance Company
Proposed Additional Respondent Pro Se
PO Box 9029
Melville, NY 11747

American Arbitration Association
65 Broadway, Floor 15
New York, NY 10006

ENTERED

JUN 17 2005

**NASSAU COUNTY
COUNTY CLERK'S OFFICE**