

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

D21354  
Y/prt

\_\_\_\_\_AD3d\_\_\_\_\_

Argued - October 31, 2008

ROBERT A. SPOLZINO, J.P.  
DANIEL D. ANGIOLILLO  
THOMAS A. DICKERSON  
ARIEL E. BELEN, JJ.

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2008-00897

DECISION & ORDER

In the Matter of Long Island Insurance Company,  
appellant, v Motor Vehicle Accident Indemnification  
Corporation, a/k/a MVAIC, respondent.

(Index No. 13228/07)

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Jeffrey T. Baron, East Northport, N.Y. (Louis A. Baldolato of counsel), for appellant.

Cruz & Gangi (Connors & Connors, P.C., Staten Island, N.Y. [Robert J. Pfuhler], of counsel), for respondent.

In a proceeding pursuant to CPLR article 75 to vacate an arbitration award, the petitioner appeals from an order of the Supreme Court, Nassau County (McCarty, J.), entered November 19, 2007, which denied the petition.

ORDERED that the order is affirmed, with costs.

Contrary to the petitioner's allegation, the printout submitted as proof of service upon the Department of Motor Vehicles of notice of cancellation of the subject automobile insurance policy does not substantiate that such service occurred. There is no indication on the face of the document as to its derivation or what it represents. In contrast, the printout submitted by the respondent, with an affidavit of an employee demonstrating that it was obtained from the Department of Motor Vehicles in the regular course of its business, gave the arbitrator a rational basis to conclude that the petitioner insured the vehicle in question at the time of the accident (*see Matter of Progressive Classic Ins. Co. v Kitchen*, 46 AD3d 333). "Judicial review of an arbitrator's award is extremely limited" (*Pearlman v Pearlman*, 169 AD2d 825, 826), and a reviewing court may not second-guess

December 9, 2008

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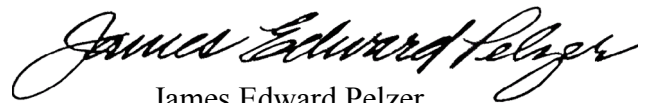
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the fact-findings of the arbitrator” (*Matter of Liberty Mut. Ins. Co. v Sedgewick of N.Y.*, 43 AD3d 1062, 1063). The petitioner provided no basis to overturn the arbitration award (*see Matter of Liberty Mut. Ins. Co. v Vidale*, 207 AD2d 489).

The petitioner’s remaining contentions are without merit.

SPOLZINO, J.P., ANGIOLILLO, DICKERSON and BELEN, JJ., concur.

ENTER:

A handwritten signature in black ink, reading "James Edward Pelzer". The signature is written in a cursive, flowing style.

James Edward Pelzer  
Clerk of the Court