

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

PRESENT: HON. ARLENE P. BLUTH

PART 32

Index Number : 653083/2017  
JAMIL, AMAR  
vs  
122-24 LEXINGTON AVENUE  
Sequence Number : 001  
DISMISS ACTION

INDEX NO. \_\_\_\_\_  
MOTION DATE \_\_\_\_\_  
MOTION SEQ. NO. \_\_\_\_\_

The following papers, numbered 1 to 3, were read on this motion to/for Δ Wesco's motion to dismiss  
Notice of Motion/Order to Show Cause — Affidavits — Exhibits \_\_\_\_\_ | No(s). 1  
Answering Affidavits — Exhibits \_\_\_\_\_ | No(s). 2  
Replying Affidavits \_\_\_\_\_ | No(s). 3

Upon the foregoing papers, it is ordered that this motion is granted to the following extent.

All claims against Wesco Insurance Company a/k/a Amtrust North America are severed and dismissed.

Plaintiff had a restaurant on the first floor of a building and purchased Liability insurance from Wesco. There was a fire on an upper floor which caused water resulted in water damage (to the ~~restaurant~~ ~~to~~ to plaintiff's personality (inventory, etc). Nobody is suing plaintiff for anything having to do with the fire.

Plaintiff's selective interpretation of the insurance policy does not transform it into a policy which insured him for his losses. The "Damage to premises rented to you" as the declarations page does not mean that damage to his personality located in property he rented is covered by the policy.

Dated: 3/13/18

[Signature], J.S.C.  
HON. ARLENE P. BLUTH

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE FOR THE FOLLOWING REASON(S):

- 1. CHECK ONE: .....  CASE DISPOSED  NON-FINAL DISPOSITION
- 2. CHECK AS APPROPRIATE: ..... MOTION IS:  GRANTED  DENIED  GRANTED IN PART  OTHER
- 3. CHECK IF APPROPRIATE: .....  SETTLE ORDER  SUBMIT ORDER  
 DO NOT POST  FIDUCIARY APPOINTMENT  REFERENCE