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KATHRYN LUCAS v. GENERAL ACCIDENT INSUR-ANCE COMPANY OF AMERICA (AC 19091)

Mihalakos, Zarella and O'Connell, Js.

Argued March 20-officially released August 29, 2000

Counsel

Albert E. Sheary, with whom was Elizabeth A. Zembko, for the appellant (plaintiff).

Michael M. Wilson, with whom, on the brief, was Anthony P. Fusco, for the appellee (defendant).

Opinion

PER CURIAM. This is an appeal brought by the plaintiff, Kathryn Lucas, from the judgment of the trial court confirming an arbitration award. The sole issue on appeal is whether the plaintiff was a resident in the home of the defendant's insured at the time of her motor vehicle accident. Two of the three arbitrators concluded that the plaintiff's mere physical presence in her father's home did not establish residency and, therefore, she was not covered under the underinsured motorist provisions of her father's policy.

Our examination of the record and briefs persuades us that the judgment of the trial court confirming the arbitration award should be affirmed. The issue presented was resolved properly by the court's thoughtful and comprehensive memorandum of decision. See *Lucasv. General Accident Ins. Co. of America*, 46 Conn. Sup. 502, A.2d (1998). Because that memorandum of decision fully addresses the arguments raised in this appeal, we adopt it as a proper statement of the facts and the applicable law on those issues. It would serve no useful purpose for us to repeat the discussion contained therein. See *East* v. *Labbe*, 54 Conn. App. 479, 480, 735 A.2d 370 (1999), aff'd, 252 Conn. 359, 746 A.2d 751 (2000).

The judgment is affirmed.