

Who's on the Hook?

Part 4: Litigation and Insurance Issues in SUM Cases

MATERIALS BY

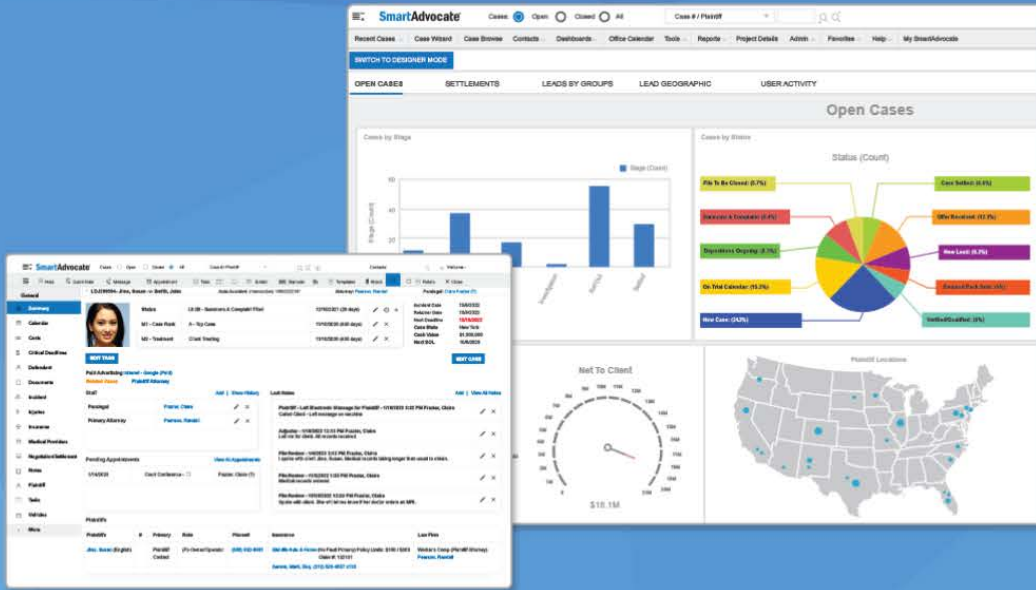
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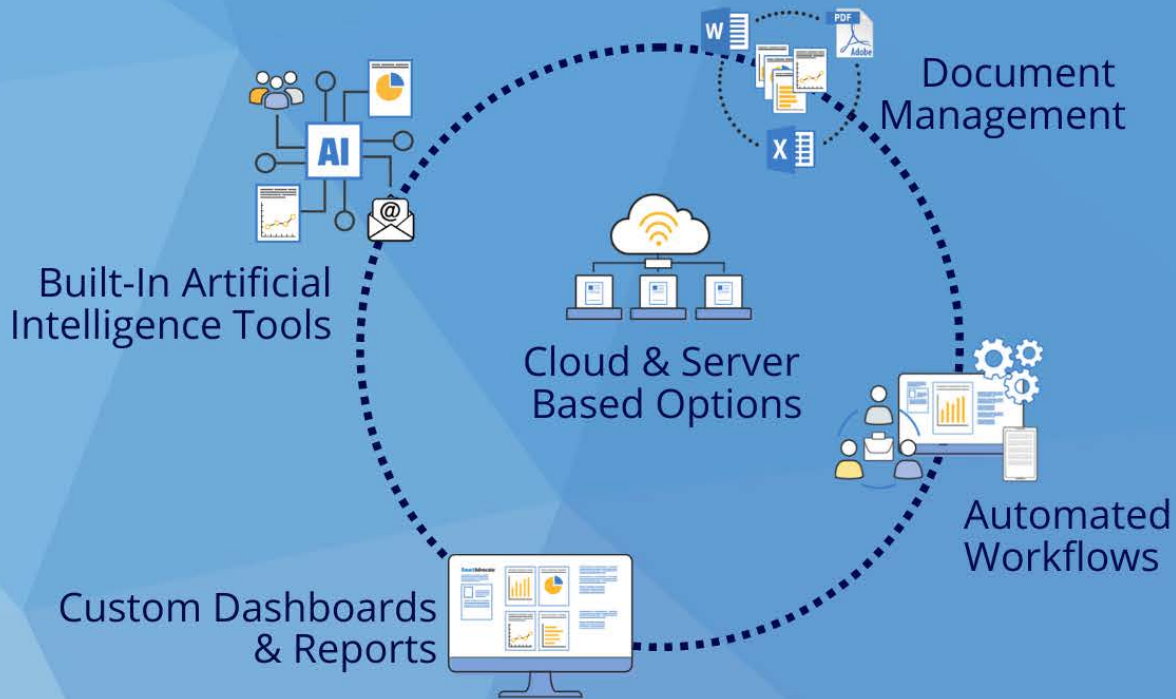
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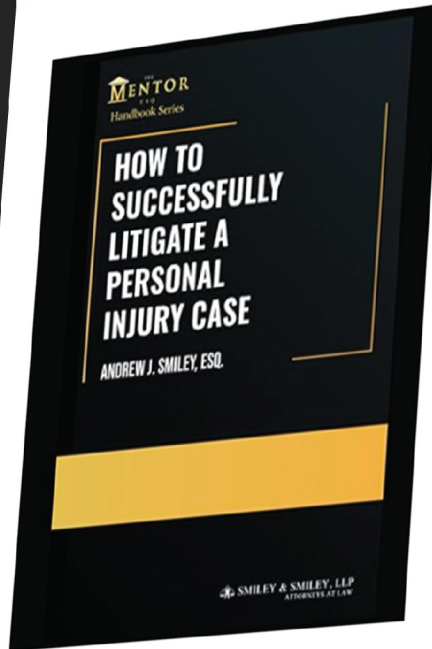


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HOW TO SUCCESSFULLY LITIGATE A PERSONAL INJURY CASE

ANDREW J. SMILEY, ESQ.

How to Successfully Litigate a Personal Injury Case: A Practical Guide (The Mentor Esq. Handbook Series) Paperback – December 8, 2022

by Andrew J. Smiley Esq. (Author)

4.1 ★★★★★ 28 ratings

Part of: The Mentor Esq. Handbook Series (2 books)

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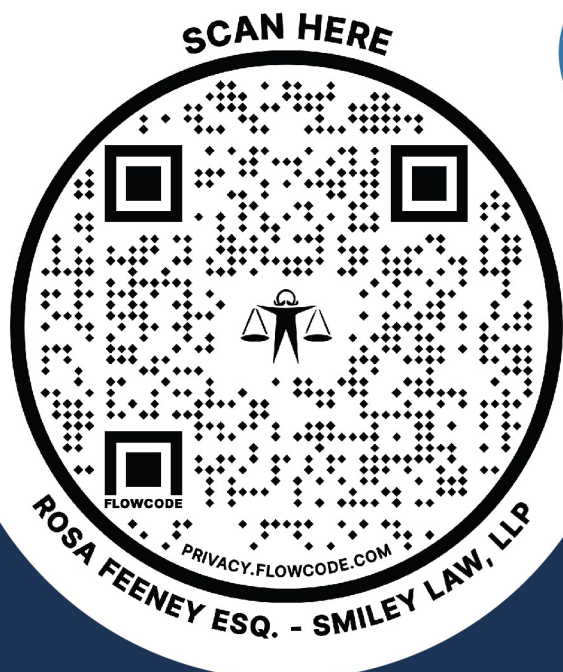
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CURRICULUM VITAE

Education:

·Brooklyn Law School - Juris Doctorate 1996

Moot Court Honor Society - Vice President/Executive Board (Chair of Trial Division)
Moot Court Honor Society - Competitor - National Appellate Trademark Competition
Moot Court Honor Society – Coach, National Trial Team – Regional Champions
CALI Excellence For The Future Award - Advanced Legal Research
Judge Edward and Doris A. Thompson Award for Excellence in Trial Advocacy

·Tulane University, New Orleans, LA - Bachelor of Arts (Honors, Psychology) 1993

Professional:

· *Smiley & Smiley, LLP*

Managing Partner & Senior Trial Attorney, January 2001 - present

Associate, June 1996 - December 2000

Law Clerk, September 1993 - June 1996

Major verdicts and settlements in plaintiffs' personal injury, medical malpractice and wrongful death litigation

Andrew J. Smiley, Esq. Curriculum Vitae, Page 2

· *Adjunct Clinical Instructor of Law - Brooklyn Law School, Trial Advocacy Program (1998-2004)*

· *The Mentor Esq. Podcast – A Podcast for Lawyers*

- Founder & Host (2019 – Present)

· *New York “Super Lawyer”*

2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024

Bar Admissions:

- The United States Supreme Court
- New York State Courts
- United States Eastern District, Southern District & Northern District of New York
- United States District Court of Vermont

Organizations/Affiliations:

· New York State Academy of Trial Lawyers

- Immediate Past President (May 2018- May 2019)
- President (May 2017 – May 2018)
- President-Elect – (April 2016- May 2017)
- Vice President – 1st Dept. (July 2013-May 2016)
- Executive Committee (May 2019 – present)
- Board of Directors (2013- present)
- Judicial Screening Committee (2013- present)
- Master CLE Instructor (2020 – present)
- CLE Instructor (2013 – present)

· New York City Trial Lawyers Alliance

- Chairman of Board of Governors (July 2017 – July 2019)
- President (July 2015 – July 2017)
- Vice President (June 2013 – July 2015)
- Treasurer (June 2011 – June 2013)
- Secretary (June 2009- June 2011)
- Board of Directors (2000-present)

- Judicial Screening Committee, Kings County Democratic Party (2013)
- New York State Bar Association
- Brooklyn Bar Association
 - Medical Malpractice Committee
 - Supreme Courts Committee
- American Bar Association
- The American Association for Justice

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- Brooklyn Law School Alumni Association
- National Order of Barristers
- Lime Rock Drivers Club
- Porsche Club of America (Connecticut Valley Region)
- Porsche Sim Racing League
- Sports Car Driving Association (SCDA)
- Just Hands Racing Foundation – Board of Directors & Legal Counsel

Authored Books

Smiley, Andrew J. *How to Successfully Litigate a Personal Injury Case – A Practical Guide*, 2022, The Mentor Esq. Handbook Series – Amazon Best Seller in Personal Injury Law

Smiley, Andrew J. *Successful Trial Skills – A Practical Guide to Jury Selection, Opening Statements, Direct & Cross Examinations and Closing Arguments*, 2024, The Mentor Esq. Handbook Series – Amazon #1 New Release in Trial Practice

Continuing Legal Education (CLE) Presentations:

(75) *Introducing Evidence and Impeaching Witnesses*, Office of The New York State Attorney General – Legal Education and Professional Development, September 26, 2024

(74) *Walking the Line: Settlement Negotiation Skills & Ethics*, New York State Academy of Trial Lawyers, July 9, 2024

(73) *Novel Negligence Cases – Part 2: How to Successfully Litigate Dram Shop Cases*, New York State Academy of Trial Lawyers, June 5, 2024

(72) *Working with Experts*, Office of The New York State Attorney General – Legal Education and Professional Development, April 2, 2024

(71) *Novel Negligence Cases – Part 3: How to Successfully Litigate Ski Accident Cases*, New York State Academy of Trial Lawyers, March 6, 2024

(70) *Novel Negligence Cases – Part 1: How to Successfully Litigate Personal Trainer and Gym Negligence Cases*, New York State Academy of Trial Lawyers, January 3, 2024

(69) *Litigation Back to Basics – Part 3: Introducing Evidence and Impeaching Witnesses*, New York State Academy of Trial Lawyers, December 6, 2023

(68) *Litigation Back to Basics – Part 2: Working With Experts*, New York State Academy of Trial Lawyers, November 1, 2023

(67) *Construction Site Injury Litigation: Pursuing or Defending Claims Against Site Owners, Contractors, and Other Third Parties*, Strafford CLE/BarBri, October 17, 2023

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- (66) *Litigation Back to Basics – Part 1: Preparing and Conducting Depositions*, New York State Academy of Trial Lawyers, October 4, 2023
- (65) *Depositions*, Office of The New York State Attorney General – Legal Education and Professional Development, September 28, 2023
- (64) *How to Litigate a Medical Malpractice Case – Part 6: The Trial*, New York State Academy of Trial Lawyers, June 7, 2023
- (63) *How to Litigate a Medical Malpractice Case – Part 5: Pre-Trial Preparation*, New York State Academy of Trial Lawyers, May 3, 2023
- (62) *How to Litigate a Medical Malpractice Case – Part 4: Discovery & Depositions*, New York State Academy of Trial Lawyers, April 4, 2023
- (61) *How to Litigate a Medical Malpractice Case – Part 3: Commencing the Action*, New York State Academy of Trial Lawyers, February 28, 2023
- (60) *How to Litigate a Medical Malpractice Case – Part 2: Expert Selection*, New York State Academy of Trial Lawyers, February 1, 2023
- (59) *How to Litigate a Medical Malpractice Case – Part 1: The Initial Screening*, New York State Academy of Trial Lawyers, January 4, 2023
- (58) *How to Litigate a Construction Accident Case – Part 4: Motion Practice*, New York State Academy of Trial Lawyers, December 7, 2022
- (57) *Preparing for Depositions: Best Practices for Asking and Answering Questions*, Office of The New York State Attorney General, 2022 Legislature Program, December 6, 2022
- (56) *How to Litigate a Construction Accident Case – Part 3: Depositions*, New York State Academy of Trial Lawyers, November 2, 2022
- (55) *How to Litigate a Construction Accident Case – Part 2: Commencing The Action*, New York State Academy of Trial Lawyers, October 3, 2022
- (54) *Trial Series: Part 2 - Opening Statement Webinar*, Queens County Bar Association, September 22, 2022
- (53) *How to Litigate a Construction Accident Case – Part 1: An Overview of New York Labor Law*, New York State Academy of Trial Lawyers, September 7, 2022
- (52) *How to Litigate a Catastrophic Automobile Accident Case – Part 6: The Trial*, New York State Academy of Trial Lawyers, July 6, 2022
- (51) *How to Litigate a Catastrophic Automobile Accident Case – Part 5: Mediation and Settlement*, New York State Academy of Trial Lawyers, June 2, 2022
- (50) *How to Litigate a Catastrophic Automobile Accident Case – Part 4: Expert Depositions*, New York State Academy of Trial Lawyers, May 4, 2022

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Continuing Legal Education (CLE) Presentations Continued:

(49) *How to Litigate a Catastrophic Automobile Accident Case – Part 3: Liability and Damages Experts*, New York State Academy of Trial Lawyers, April 6, 2022

(48) *How to Litigate a Catastrophic Automobile Accident Case – Part 2: Commencing the Action*, New York State Academy of Trial Lawyers, March 2, 2022

(47) *How to Litigate a Catastrophic Automobile Accident Case – Part 1: The Investigation*, New York State Academy of Trial Lawyers, February 4, 2022

(46) *Anatomy of a Trial, a Trial Skills Series – Part 5: Summations*, New York State Academy of Trial Lawyers, January 5, 2022

(45) *Anatomy of a Trial, a Trial Skills Series – Part 4: Cross-Examination*, New York State Academy of Trial Lawyers, December 1, 2021

(44) *Anatomy of a Trial, a Trial Skills Series – Part 3: Direct Examination*, New York State Academy of Trial Lawyers, November 3, 2021

(43) *Anatomy of a Trial, a Trial Skills Series – Part 2: Opening Statements*, New York State Academy of Trial Lawyers, October 6, 2021

(42) *Anatomy of a Trial, a Trial Skills Series – Part 1: Jury Selection*, New York State Academy of Trial Lawyers, September 10, 2021

(41) *How to Successfully Litigate a Personal Injury Case Series - Part 7: It's a Wrap!*, New York State Academy of Trial Lawyers, July 7, 2021

(40) *How to Successfully Litigate a Personal Injury Case Series - Part 6: The Trial*, New York State Academy of Trial Lawyers, June 2, 2021

(39) *How to Successfully Litigate a Personal Injury Case Series - Part 5: Pre-Trial Disclosures and Gearing up for Trial*, New York State Academy of Trial Lawyers, May 5, 2021

(38) *How to Successfully Litigate a Personal Injury Case Series - Part 4: Depositions*, New York State Academy of Trial Lawyers, April 7, 2021

(37) *How to Successfully Litigate a Personal Injury Case Series - Part 3: Your Adversary, the Preliminary Conference and Initial Discovery*, New York State Academy of Trial Lawyers, March 3, 2021

(36) *How to Successfully Litigate a Personal Injury Case Series - Part 2: Early Settlement, Jurisdiction, Venue & Commencing The Lawsuit*, New York State Academy of Trial Lawyers, February 3, 2021

(35) *How to Successfully Litigate a Personal Injury Case Series - Part 1: Getting the Case, Investigation and Ready to File*, New York State Academy of Trial Lawyers, January 6, 2021

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Continuing Legal Education (CLE) Presentations Continued:

(34) *Brick by Brick: Building a Personal Injury Practice*, New York State Academy of Trial Lawyers, December 10, 2020

(33) *Working with Experts to Build Your Case*, New York State Academy of Trial Lawyers, October 8, 2020

(32) *Fitness Industry Liability: Gyms, Trainers and Waivers*, The Mentor Esq. Podcast, September 8, 2020

(31) *Let's Make a Federal Case Out of It: Litigating Personal Injury Cases in Federal Court*, New York State Academy of Trial Lawyers, June 9, 2020

(30) *Crisis Management - The Corona Virus Pandemic*, The Mentor Esq. Podcast, April 9, 2020

(29) *Do You Have a Federal Tort Claims Act Case in Your Office*, New York State Academy of Trial Lawyers, December 10, 2019

(28) *Auto and Truck Claims, Accidents and Litigation 2019 – Evaluating Damages and Use of Experts*, New York State Bar Association, September 9, 2019

(27) *Thoughts and Strategies in the Ever-Evolving Product Liability Litigation – The Plaintiff's Perspective*, The Defense Association of New York, March 12, 2019

(26) *Trial Techniques: Lessons on Dealing with Millennial Jurors; Summations; Requests to Charge and Post-Trial Motions*, The Defense Association of New York, January 31, 2019

(25) *Trial Techniques: Interactive Lessons from the Plaintiff and Defense Perspectives*, The Defense Association of New York, September 17, 2018

(24) *Punitive Damages – What to Plead, What to Prove: Medical Malpractice*, New York State Academy of Trial Lawyers, June 8, 2017 & June 21, 2017

(23) *Presenter on Evidence, 2016 Annual Update, Precedents & Statutes for Personal Injury Litigators*, New York State Academy of Trial Lawyers, September 30, 2016

(22) *Medical Malpractice in New York: A View from All Sides: The Bench, The Bar and OCA*, New York State Bar Association, October 11, 2015

(21) *Effectively Using Experts in Personal Injury Cases*, Lawline, October 8, 2015

(20) *Killer Cross Examination Strategies*, Clear Law Institute, April 21, 2015

(19) *Powerful Opening Statements*, Clear Law Institute, January 13, 2015

(18) *The Dram Shop Law: New York Liquor Liability*, Lawline.com, November 20, 2014

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Continuing Legal Education (CLE) Presentations Continued:

- (17) *Killer Cross Examination Strategies*, Lawline.com, November 20, 2014
- (16) *Trial Techniques: Tricks of the Trade Update*, Lawline.com, October 14, 2014
- (15) *Personal Trainer Negligence Update*, Lawline.com, October 14, 2014
- (14) *Trial Techniques – Part 2: Cross- Examination & Closing Arguments*, Brooklyn Bar Association, May 15, 2014
- (13) *Trial Techniques – Part 1: Jury Selection, Opening Statements & Direct Examination*, Brooklyn Bar Association, May 7, 2014
- (12) *Health, Fitness & Adventure Sports Liability*, New York State Bar Association, August 1, 2013
- (11) *Direct Exams: How To Make Your Witnesses Shine*, New York State Academy of Trial Lawyers, May 6, 2013
- (10) *Opening Statements: A Recipe for Success*, Lawline.com, August 7, 2012
- (9) *“You Had Me at Hello”: Delivering an Effective and Powerful Opening Statement*, New York State Academy of Trial Lawyers, April 1, 2012
- (8) *Preparing the Construction Accident Case*, New York County Lawyers Association, March 26, 2012
- (7) *The Nuts and Bolts of a Trial*, New York State Academy of Trial Lawyers, October 24, 2011
- (6) *Personal Trainer Negligence*, Lawline.com, March 22, 2011
- (5) *Trial Effectively Using Experts in Personal Injury Cases*, Lawline.com, May 4, 2011
Techniques: The Tricks of the Trade, Lawline.com, February 16, 2011
- (4) *Practice Makes Perfect: Learn to Practice Like a Pro*, Lawline.com, January 18, 2011
- (3) *Jury Selection 101*, New York State Academy of Trial Lawyers, December 14, 2010
- (2) *Practical Guidelines for Getting Items into Evidence*, Lawline.com, March, 2010
- (1) *Winning Your Case: Trial Skills that Count*, Lawline.com, August 21, 2009

Television Appearances

Fox News Channel

- The O’Reilly Factor
- What’s Happening Now with Martha McCallum

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- America's News Room
- Fox & Friends
- Fox Business Channel
- Neil Cavuto
- Money with Melissa Francis

CNN -Anderson Cooper 360

ET – Entertainment Tonight

Bloomberg TV

Headline News

Tru TV

Court TV

The Morning Show with Mike and Juliet

Interests, Hobbies:

High-Performance Driving Events, Lime Rock Drivers Club, Porsche Enthusiast, Sim Racing, Tennis, Lego, Cooking, Yoga





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ABOUT

ROSA M. FEENEY

Rosa M. Feeney, Esq., a Partner and Chair of the Insurance and Risk Division at Smiley & Smiley, LLP has been in private practice for over 30 years with a focus on policyholder and plaintiff insurance coverage matters. She serves as an insurance coverage consultant to insurance policyholder's, plaintiffs and attorneys who face insurance issues in personal injury and property damage cases.

Ms. Feeney has successfully handled a multitude of cases from inception and provides end-to-end services, from pre-litigation consultancy, to review, analysis, negotiation, litigation, arbitration and mediation to resolve disputes. She has also litigated numerous Construction, Labor Law, Business owners, Automobile, Homeowner, Life and Disability Insurance cases and serves as lead counsel on several New York State litigations in the State and Federal Courts. Having worked on behalf of insurance carriers for over 20 years and now concentrating on policyholder and plaintiff's insurance coverage matters, she brings a unique perspective and insight to insurance coverage disputes. She has facilitated countless settlements and mediation involving injury claims where insurance issues are involved.

Ms. Feeney is a frequent lecturer on a variety of topics for the NYS Trial Academy as well as other esteemed institutions.

Her areas of Specialization in Insurance Coverage Litigation including:

Construction and Labor Law

Commercial Insurance Coverage issues

Motor Vehicle Insurance Coverage Issues

including general liability, property damage (1st & 3rd party)

Rideshare Insurance Issues

Uninsured/Underinsured coverage;

Homeowner Insurance coverage issues,

Life Insurance issues

Personal Injury

Disability Insurance

Ms. Feeney, through the Mentor Program at Smiley & Smiley, LLP offers free one-on-one's with other attorneys, insurance broker, property owners, construction industry professionals and many more.

To book your appointment visit:

<https://calendly.com/rosa-feeney-esq-availability>

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Who's On The Hook? Part 4: SUM Coverage

This outline covers the basic principles of Uninsured Motorist (UM), Underinsured Motorist (UIM) and Supplementary Uninsured/Underinsured Motorist (SUM) Coverage in New York.

I. Introduction

A. Mandatory Minimum UM Coverage

Uninsured motorist (“UM”) coverage in New York is mandatory and based upon the standard endorsement, the New York Accident Indemnification Endorsement, which establishes minimum requirements permitting an insured to recover from his own insurance carrier in the event of an accident with a motor vehicle that qualifies as “uninsured” within the statutory definition. The minimum limits until January 1, 1996, were \$10,000 in the event of an injury to one person and \$20,000 if two or more persons were injured. After January 1, 1996, the limits were increased to \$25,000 in the event of an injury to one person and \$50,000 if two or more persons are injured.

B. Optional UIM and SUM Coverage

Underinsured motorist coverage (“UIM”) and Supplementary Uninsured/Underinsured Motorist (“SUM”) coverage is optional in New York. For all automobile insurance policies issued or renewed before October 1, 1993 which contained UIM or SUM coverage, the particular insurance carrier was required to obtain approval of the particular endorsement used from the New York State Insurance Department. Eventually, the various endorsements used by the different insurance carriers began to contain conflicting provisions, and the insured and insurer’s rights under an uninsured motorist policy depended upon the particular endorsement used by the carrier.

In order to resolve the inconsistencies in the UIM and SUM endorsements and in court decisions the New York State Insurance Department promulgated a standard mandatory unified endorsement, known as Regulation 35-D, (11 NYCRR 60) which affords both optional UM and UIM coverage.

C. UM vs UIM vs SUM

UM means uninsured motorist.

UIM means underinsured motorist (An old phrase used before mandatory SUM).



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SUM means Supplementary Uninsured/Underinsured motorist.

II. Preserving your Rights to UM or SUM Coverage

A. Identifying All Possible SUM Coverage

Placing all possible SUM carriers on Notice. Condition 7 of the SUM endorsement gives guidance as to all possible coverage:

7. Priority of Coverage: If an insured is entitled to UM coverage or SUM coverage under more than one policy, the maximum amount such insured may recover shall not exceed the highest limit of such coverage for any one motor vehicle under any one policy, and the following order of priority shall apply:

(a) a policy covering a motor vehicle occupied by the injured person at the time of the accident;

(b) a policy covering a motor vehicle not involved in the accident under which the injured person is a named insured; and

(c) a policy covering a motor vehicle not involved in the accident under which the injured person is an insured other than a named insured.

Coverage available under a lower priority policy applies only to the extent that it exceeds the coverage of a higher priority policy.



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B. Is the UM coverage (or SUM based upon an uninsured motor vehicle) Triggered?

1. The offending vehicle is **uninsured or stolen**.

A vehicle is not uninsured where the driver is covered by a policy of insurance even if the owner of the vehicle has no insurance. [*Matter of Allstate Ins. Co. v Martinez*, 140 AD3d 743 \(2d Dept 2011\)](#)

2. The carrier for the offending vehicle **disclaims coverage or is insolvent**.

3. The policy of insurance on the offending vehicle was **canceled** prior to the accident.

Proof that a policy has been canceled prior to the date of the accident requires strict, literal compliance with the statutes governing notices of cancellation or termination of insurance.

4. The offending vehicle is a “**hit and run**” automobile.

(i) The owner and operator cannot be identified.

The claimant must make reasonable efforts to ascertain the identity of the parties. See, [*In re Nova Cas. Co. v Musco*, 48 AD3d 572 \(2d Dept 2008\)](#).

(ii) The insured, or someone acting on his behalf, must report the accident within 24 hours or as soon as reasonably possible to the police, a peace or judicial officer or to the commissioner of motor vehicles.

(iii) Under the Accident Indemnification Endorsement, the insured, or someone acting on his behalf, is required to file, within 90 days, a statement under oath setting forth the pertinent facts in support of a UM claim. Regulation 35-D also requires a statement under oath, but does not set forth the 90-day time limitation.

(iv) The insured must demonstrate that his injuries arose from physical contact with the “hit and run” automobile.

5. A Multiple Car Accident with Insured and Uninsured Drivers



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Fact Pattern:

- One tortfeasor was underinsured, and the limits of liability on that vehicle had been exhausted by settlement.
- Second tortfeasor was not "underinsured," since the limits of liability on that vehicle were equal to the limits of liability under the policy covering plaintiff.

S'Dao v Natl. Grange Mut. Ins. Co., 87 NY2d 853 (1995)

The insured need only demonstrate that one of the vehicles involved is uninsured. But, if the claimant later obtains a recovery from the insured tortfeasor, the claimant is obligated to reimburse the UM carrier.

C. Is the SUM based upon an underinsured motor vehicle Triggered?

If the Policyholder's Liability Limit is greater than the other car's liability limits; or

The Policyholder's Liability Limit is greater than the amount of coverage left on other car's liability limits. (Amount left to respond to the claim, because policies have been reduced by payment of other claims.)

D. Has the insured Exhausted the limits of coverage of the underinsured vehicle?

Has the insured provided:

- (I) a tender letter from the tortfeasors carrier,
- (ii) a copy of the declaration page and
- (iii) an affidavit of no-excess coverage

E. Has your insured sought Consent to Settle?

The insured must request, in writing, your consent to settle with the tortfeasor. The failure to do so is a breach of the subrogation clause of the policy.

F. Has the insured provided Notice of Legal Action?



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Most UM and UIM policies, including Regulation 35-D (Condition 4), require the claimant to immediately forward to the carrier copies of the summons and complaint and any other process served in any action commenced against the tortfeasor(s).

G. Has the insured provided timely Notice of Claim?

The mandatory uninsured motorist endorsement, the New York Accident Indemnification Endorsement requires:

Notice and Proof of Claim. Within 90 days or as soon as practicable, the insured or other person making a claim shall give us written notice of claim under this UM endorsement.

Regulation 35-D requires:

As soon as practicable, the insured or other person making claim shall give us written notice of claim under this SUM coverage.

H. Regulation 35-D prohibits Stacking:

Condition “6”, “Non-Stacking,” bars intra-policy stacking by providing that:

Regardless of the number of vehicles involved, persons covered, claims made, vehicles or premiums paid, the limits, whether for uninsured motorist coverage or supplementary uninsured motorist coverage, shall never be added together or combined for two or more vehicles to determine the extent of insurance coverage available to an insured injured in the same accident.

I. What Policy is next in the Priority of Coverage?

Condition “7”, “Priority of Coverage,” bars inter-policy stacking by providing that:

If an insured is entitled to uninsured motorist coverage or supplementary uninsured coverage under more than one policy, the maximum amount such insured may recover shall not exceed the highest limit of such coverage for any one vehicle under any one policy.

Condition “7” quoted above sets forth the following priority of SUM coverage:

- Vehicle occupied.
- Policy covering vehicle not involved in accident within which injured party is “**named insured.**”
- Policy covering vehicle not involved in accident and which the injured



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person is an insured other than a **"named insured"**.

Coverage under a lower priority policy applies only to the extent that it exceeds the coverage of a higher priority policy.

J. Offsets

- Regulation 35-D permits the offset, provided the declaration page of the policy states the following:

The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by motor vehicle bodily injury insurance policy bond payments received from or on behalf of any negligent party involved in the accident.

K. Non-Duplication:

10. Non-Duplication: This SUM coverage shall not duplicate any of the following:

- (a) benefits payable under workers' compensation or other similar laws;
- (b) non-occupational disability benefits under article nine of the New York Workers' Compensation Law or other similar law;
- (c) any amounts recovered or recoverable pursuant to article 51 of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;
- (d) any valid or collectible motor vehicle medical payments insurance; or
- (e) any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury liability insurance policies or bonds.

The Worker's Compensation carrier generally does not have a lien against the SUM recovery. [*Shutter v Philips Display Components Co., 90 NY2d 703 \(1997\)*](#)

L. Statute of Limitations

A demand for UM arbitration is subject to a six-year statute of limitations, which commences from either the date of the accident or from the time when subsequent events render the tortfeasor's



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vehicle “uninsured.” This also applies to self-insurers. [Matter of NY City Tr. Auth. v Hill, 107 AD3d 897 \(2d Dept 2013\)](#)

M. Do any of the policy Exclusions apply?

EXCLUSIONS

This SUM coverage does not apply:

1. If you fail to get the insurer’s CONSENT TO SETTLE. subject to Condition 9.

9. Release or Advance:

(a) In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, a release may be executed with such party after thirty calendar days from our receipt of your written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured.

2. bodily injury to an insured incurred **while occupying a motor vehicle owned by that insured**, if such **motor vehicle is not insured for SUM coverage by the policy** under which a claim is made or is not a newly acquired or replacement motor vehicle covered under the terms of this policy;

3. non-economic loss resulting from bodily injury to an insured arising from an accident in New York State, unless the insured has sustained serious injury as defined in section 5102(d) of the New York Insurance Law;

4. bodily injury to an insured incurred while the insured motor vehicle is used by a transportation network company driver who is logged onto a transportation network company's digital network but is not engaged in a transportation network company prearranged trip or while the driver provides a transportation network company prearranged trip pursuant to article 44-B of the Vehicle and Traffic Law; or

5. bodily injury to an insured incurred while the insured motor vehicle is used through a peer-to-peer car sharing program during the peer-to-peer car sharing period pursuant to article 40 of the General Business Law.

N. ARBITRATION



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1. Serve the Demand for American Arbitration Association Arbitration with this language:

Please take further notice that, pursuant to § 7503 (c) of the Civil Practice Law and Rules, unless, within twenty (20) days after service of this Demand for Arbitration or Notice of Intention to Arbitrate, you apply to stay arbitration; you will thereafter be precluded from objecting that a valid agreement was not made or has not been complied with and from asserting in court the bar of a limitation of time.

2. Discovery in Arbitration:

- The carrier is entitled to EUO, Authorizations and Independent Medical Examination, but the carrier must reserve its rights.
- Prepare your Arbitration Submission.
- Relaxed Rules of Evidence

O. PETITIONS TO STAY ARBITRATION

You file a demand for SUM benefits since :

- The tortfeasor's carrier cancelled the policy
- You can't identify the tortfeasor (hit-and-run)
- The other vehicle was reported stolen, etc.

CPLR § 7503

(c) Notice of intention to arbitrate.

- *A party may serve upon another party a demand for arbitration or a notice of intention to arbitrate, specifying the agreement pursuant to which arbitration is sought and the name and address of the party serving the notice, or of an officer or agent thereof if such party is an association or corporation, and stating that unless the party served applies to stay the arbitration within twenty days after such service he shall thereafter be precluded from objecting that a valid agreement was not made or has not been complied with and from asserting in court the bar of a limitation of time. Such notice or demand shall be served in the same manner as a summons or by registered or certified mail, return receipt requested.*
- *An application to stay arbitration must be made by the party served within twenty days after service upon him of the notice or demand, or he shall be so precluded. Notice of such*



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application shall be served in the same manner as a summons or by registered or certified mail, return receipt requested. Service of the application may be made upon the adverse party, or upon his attorney if the attorney's name appears on the demand for arbitration or the notice of intention to arbitrate. Service of the application by mail shall be timely if such application is posted within the prescribed period.

HOW TO CHALLENGE THE PETITION TO STAY ARBITRATION:

The same way you challenge a Motion for Summary Judgment.

Challenge on the admissibility of the evidence presented on the Petition:

- a) Certified policy of insurance
- b) Certified Police Report
- c) Affidavit from someone with Personal Knowledge.
- d) Include an Affidavit with your Opposition.
- e) Include admissible records

By: Rosa M. Feeney, Esq. and Andrew J. Smiley, Esq.



11 NYCRR § 60-2.3

This document reflects those changes received from the NY Bill Drafting Commission through December 20, 2024

§ 60-2.3 Requirements for SUM endorsements

- (a)** The declarations page of every new or renewal motor vehicle liability insurance policy issued, if SUM coverage is purchased by the policyholder, shall state:
- (1)** the SUM limits, instead of the amount of mandatory UM coverage; and
 - (2)** the maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident, as specified in the SUM endorsement.
- (b)** If SUM coverage is provided under a personal umbrella liability policy:
- (1)** The limits shall be in excess of the SUM coverage provided in the underlying motor vehicle liability policy;
 - (2)** The coverage shall be consistent with all applicable requirements of the SUM endorsement prescribed in this section; and
 - (3)** The declarations page shall state the SUM limits.
- (c)** Every SUM endorsement issued shall be the SUM endorsement as prescribed by subdivision (f) of this section.
- (d)** The prescribed SUM endorsement:
- (1)** shall include the mandatory UM coverage required by section 3420(f) (1) of the Insurance Law;
 - (2)** shall apply to accidents in and out of New York State, subject to the territorial limits stated in the SUM endorsement; and
 - (3)** has been determined by the superintendent, as required by Insurance Law section 3425(d)(3), to contain at least substantially equivalent value in the aggregate of benefits as those contained in previously approved SUM endorsements.
- (e)** If the policyholder does not purchase SUM coverage, then the insurer shall issue, instead of the SUM endorsement prescribed by subdivision (f) of this section, the mandatory UM endorsement as prescribed by the Motor Vehicle Accident Indemnification Corporation (MVAIC) and approved by the superintendent.
- (f)** Prescribed SUM endorsement: SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS ENDORSEMENT--NEW YORK

We, the company, agree with you, as the named insured, in return for payment of the premium for this coverage, to provide Supplementary Uninsured/Underinsured Motorists (SUM) coverage, subject to the following terms and conditions: INSURING AGREEMENTS

11 NYCRR § 60-2.3

I. Definitions: For purposes of this SUM endorsement, the following terms have the following meanings:

(a) Insured. The unqualified term insured means:

- (1)** you, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;
- (2)** any person while acting in the scope of that person's duties for you, except with respect to the use and operation by such person of a motor vehicle not covered under this policy, where such person is: [1]
 - (i)** your employee and you are a fire department;
 - (ii)** your member and you are a fire company, as defined in General Municipal Law section 100;
 - (iii)** your employee and you are an ambulance service, as defined in Public Health Law section 3001;
 - (iv)** your member and you are a voluntary ambulance service, as defined in Public Health Law section 3001; or
 - * (v) your employee and you are a police agency, as defined in Executive Law section 835;[2]
 - * NB Effective until July 31, 2024

(3) any other person while occupying:

- (i)** a motor vehicle insured for SUM under this policy; or
- (ii)** any other motor vehicle while being operated by you or your spouse; and
- (4)** any person, with respect to damages such person is entitled to recover, because of bodily injury to which this coverage applies sustained by an insured under paragraph (1), (2) or (3) above.

(b) Bodily injury. The term bodily injury means bodily harm, including sickness, disease or death resulting therefrom.

(c) Uninsured motor vehicle. The term uninsured motor vehicle means a motor vehicle that, through its ownership, maintenance or use, results in bodily injury to an insured, and for which:

- (1)** no bodily injury liability insurance policy or bond applies to such motor vehicle (including a vehicle that was stolen, operated without the owner's permission or unregistered) at the time of the accident; or
- (2)** the owner and operator cannot be identified (including a hit-and-run motor vehicle), and which causes bodily injury to an insured by physical contact with the insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:
 - (i)** the insured or someone on the insured's behalf:
 - (a)** reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles; and
 - (b)** filed with the company a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
 - (ii)** at the request of the company, the insured or the insured's legal representative makes available for inspection the motor vehicle the insured was occupying at the time of the accident; or

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(3) there is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but;

(i) the amount of such insurance coverage or bond is less than the third-party bodily injury liability limit of this policy; or

(ii) the amount of such insurance coverage or bond has been reduced, by payments to other persons injured in the accident, to an amount less than the third-party bodily injury liability limit of this policy; or

(iii) the insurer writing such insurance coverage or bond denies coverage or such insurer is or becomes insolvent. The term uninsured motor vehicle shall not include a motor vehicle that is:

(1) insured under the liability coverage of this policy; or

(2) owned by you, the named insured, or your spouse residing in your household; or

(3) self-insured within the meaning of the financial responsibility law of the State in which the motor vehicle is registered, or any similar state or Federal law, to the extent that the required amount of such coverage is equal to, or greater than, the third-party bodily injury liability limits of this policy; or

(4) owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing; or

(5) a land motor vehicle or trailer, while located for use as a residence or premises and not as a motor vehicle or while operated on rails or crawler-treads; or

(6) a farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.

(d) Occupying. The term occupying means in, upon, entering into or exiting from a motor vehicle.

(e) State. The term State means a State, territory or possession of the United States, the District of Columbia or a province of Canada. II. Damages for Bodily Injury Caused by Uninsured Motor Vehicles:

We will pay all sums that the insured or the insured's legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, caused by an accident arising out of such uninsured motor vehicle's ownership, maintenance or use, subject to the exclusions, conditions, limits and other provisions set forth in this SUM endorsement.

III. SUM Coverage Period and Territory:

This SUM coverage applies only to accidents that occur:

1. during the policy period shown in the Declarations; and
2. in the United States, its territories or possessions, or Canada.[2]

EXCLUSIONS

This SUM coverage does not apply: 1. bodily injury to an insured, including care or loss of services recoverable by an insured, if such insured, such insured's legal representatives or any person entitled to payment under this coverage, without our written consent, settles any lawsuit against any person or organization that may be legally liable for such injury, care or loss of services, however this provision shall be subject to Condition 9;

2. bodily injury to an insured incurred while occupying a motor vehicle owned by that insured, if such motor vehicle is not insured for SUM coverage by the policy under which a claim is made or is not a newly acquired or replacement motor vehicle covered under the terms of this policy;

11 NYCRR § 60-2.3

3. non-economic loss resulting from bodily injury to an insured arising from an accident in New York State, unless the insured has sustained serious injury as defined in section 5102(d) of the New York Insurance Law;
4. bodily injury to an insured incurred while the insured motor vehicle is used by a transportation network company driver who is logged onto a transportation network company's digital network but is not engaged in a transportation network company prearranged trip or while the driver provides a transportation network company prearranged trip pursuant to article 44-B of the Vehicle and Traffic Law;^[3] or
5. bodily injury to an insured incurred while the insured motor vehicle is used through a peer-to-peer car sharing program during the peer-to-peer car sharing period pursuant to article 40 of the General Business Law.^[4]

CONDITIONS

1. Policy Provisions: None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the SUM coverage except: "Duties After an Accident or Loss"; "Fraud"; and "Termination"; if applicable. ^[4]
2. Notice and Proof of Claim: As soon as practicable, the insured or other person making a claim shall give us written notice of claim under this SUM coverage.
 - (i) As soon as practicable after our written request, the insured or other person making claim shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details we need to determine the SUM amount payable.
 - (ii) The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person we name and subscribe the same. Proof of claim shall be made upon forms we furnish unless we fail to furnish such forms within 15 calendar days after receiving notice of claim.
3. Medical Reports: The insured shall submit to physical examinations by physicians we select when and as often as we may reasonably require. The insured, or in the event of the insured's incapacity, the insured's legal representative (or in the event of the insured's death, the insured's legal representative or the person or persons entitled to sue therefor), shall upon each request from us authorize us to obtain copies of relevant medical reports and records.
4. Notice of Legal Action: If the insured or such insured's legal representative brings any lawsuit against any person or organization legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured's legal representative.
5. SUM Limits and Maximum Payments:
 - (a) The SUM limits payable under this endorsement shall be determined as follows:
 - (1) if an accident results in bodily injury excluding death to one or more persons, then we will provide the SUM limits stated in the Declarations; or
 - (2) if an accident results in the death of one or more persons, then we will provide the greater of the SUM limits stated in the Declarations or \$ 50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this per person limit, \$ 100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident; or
 - (3) if an accident results in both bodily injury to one or more persons and the death of one or more persons, then we will provide the greater of the SUM limits stated in the Declarations or the limits required by the mandatory uninsured motorists (UM) coverage as follows: \$ 25,000 per injured person and, subject to this per person limit,

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- \$ 50,000 to two or more persons injured as the result of any one accident; and
- \$ 50,000 per person for bodily injury resulting in death and, subject to this per person limit,
- \$ 100,000 to two or more persons for bodily injury resulting in death as the result of any one accident.

(b) Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:

- (1)** the SUM limits; and
- (2)** the motor vehicle bodily injury liability insurance or bond payments received by the insured or the insured's legal representative, from or on behalf of all persons that may be legally liable for the bodily injury sustained by the insured.

(c) The SUM limit shown on the Declarations is the amount of coverage for all damages due to bodily injury in any one accident.[5] (The SUM limit shown on the Declarations for "Each Person" is the amount of coverage for all damages due to bodily injury to one person. The SUM limit shown under "Each Accident" is, subject to the limit for each person, the total amount of coverage for all damages due to bodily injury to two or more persons in the same accident).[6]

6. Non-Stacking: Regardless of the number of motor vehicles involved, persons covered, claims made, motor vehicles or premiums shown in this policy or premium paid, the limits, whether for UM coverage or SUM coverage, shall never be added together or combined for two or more motor vehicles to determine the extent of insurance coverage available to an insured who was injured in the same accident.

7. Priority of Coverage: If an insured is entitled to UM coverage or SUM coverage under more than one policy, the maximum amount such insured may recover shall not exceed the highest limit of such coverage for any one motor vehicle under any one policy, and the following order of priority shall apply:

- (a)** a policy covering a motor vehicle occupied by the injured person at the time of the accident;[7]
- (b)** a policy covering a motor vehicle not involved in the accident under which the injured person is a named insured; and
- (c)** a policy covering a motor vehicle not involved in the accident under which the injured person is an insured other than a named insured.

Coverage available under a lower priority policy applies only to the extent that it exceeds the coverage of a higher priority policy.

8. Exhaustion Required: Except as provided in Condition 9, we will pay under this SUM coverage only after the limits of liability have been exhausted under all motor vehicle bodily injury liability insurance policies or bonds applicable at the time of the accident in regard to any one person who may be legally liable for the bodily injury sustained by the insured.

9. Release or Advance:

- (a)** In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, a release may be executed with such party after thirty calendar days from our receipt of your written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured.

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(b) We shall have a right to the proceeds of any such lawsuit equal to the amount advanced to the insured and any additional amounts paid under this SUM coverage. Any excess above those amounts shall be paid to the insured.

(c) An insured shall not otherwise settle with any negligent party, without our written consent, such that our rights would be impaired.

10. Non-Duplication: This SUM coverage shall not duplicate any of the following:

- (a)** benefits payable under workers' compensation or other similar laws;
- (b)** non-occupational disability benefits under article nine of the New York Workers' Compensation Law or other similar law;
- (c)** any amounts recovered or recoverable pursuant to article 51 of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;
- (d)** any valid or collectible motor vehicle medical payments insurance; or
- (e)** any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury liability insurance policies or bonds.

11. Arbitration:

(a) If any insured making claim under this SUM coverage and we do not agree that such insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, or we do not agree as to the amount of payment that may be owing under this SUM coverage, then, at the option and upon written demand of such insured, the matter or matters upon which such insured and we do not agree shall be settled by arbitration, administered by the _____ (insert name of designated organization), pursuant to procedures approved by the Superintendent of Financial Services for this purpose.

(b) If the maximum amount of SUM coverage provided by this endorsement equals the amount of coverage required to be provided by section 3420(f)(1) of the New York Insurance Law and article 6 or 8 of the New York Vehicle and Traffic Law, then such disagreement shall be settled by such arbitration procedures upon written demand of either the insured or us. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and any such insured and we each agree to be bound by any award made by the arbitrator as to this SUM coverage. For purposes of this Condition, the term "insured" includes any person authorized to act on behalf of the insured.[8]

12. Subrogation: If we make a payment under this SUM coverage, we have the right to recover the amount of this payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition 9, such person shall do nothing to prejudice this right.

13. Payment of Loss by Company: We shall pay any amount due under this SUM coverage to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.

14. Action Against Company: No lawsuit shall lie against us unless the insured or the insured's legal representative has first fully complied with all the terms of this SUM coverage.

15. Survivor Rights: If you or your spouse, if a resident of the same household, dies, this SUM endorsement shall cover:

- (a)** the survivor as named insured;

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(b) the decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and

(c) any relative who was an insured at the time of such death. FOOTNOTES [1] Language in paragraph (2) of the definition of insured may be deleted for covered policies as defined in Insurance Law section 3425(a)(1).

* **[2]** Language in subparagraph (v) applies to policies issued, renewed, modified, altered, or amended on or after December 22, 2023.

[3] An insurer, with respect to a policy issued in satisfaction of the financial responsibility requirements of article 44-B of the Vehicle and Traffic Law or a group policy pursuant to article 40 of the General Business Law, shall substitute one of the following provisions for section III as follows: If the company provides liability coverage pursuant to section 1693(3) of the Vehicle and Traffic Law: III. SUM Coverage Period and Territory: This SUM coverage applies only to accidents that occur: 1. during the policy period shown in the declarations while, pursuant to article 44-B of the Vehicle and Traffic Law, a transportation network company driver provides a transportation network company prearranged trip; and 2. in the United States, its territories or possessions, or Canada; or If the company provides liability coverage pursuant to section 1693(2) of the Vehicle and Traffic Law: III. SUM Coverage Period and Territory: This SUM coverage applies only to accidents that occur: 1. during the policy period shown in the declarations while, pursuant to article 44-B of the Vehicle and Traffic Law, the motor vehicle is used by a transportation network company driver who is logged onto a transportation network company's digital network but is not providing a transportation network company prearranged trip; and 2. in the United States, its territories or possessions, or Canada; If the company provides liability coverage pursuant to section 1693(2) and (3) of the Vehicle and Traffic Law: III. SUM Coverage Period and Territory: This SUM coverage applies only to accidents that occur: 1. during the policy period shown in the declarations while, pursuant to article 44-B of the Vehicle and Traffic Law, the motor vehicle is used by a transportation network company driver who is logged onto a transportation network company's digital network but is not providing a transportation network company prearranged trip or while the driver provides a transportation network company prearranged trip; and 2. in the United States, its territories or possessions, or Canada; or If the company provides liability coverage under a group policy pursuant to article 40 of the General Business Law: III. SUM Coverage Period and Territory: This SUM coverage applies only to accidents that occur: 1. during the policy period shown in the declarations while, pursuant to article 40 of the General Business Law, the motor vehicle is being used through a peer-to-peer car sharing program during the peer-to-peer car sharing period; and 2. in the United States, its territories or possessions, or Canada.

[4] This exclusion may be deleted by the company and the company may use one of the following alternative exclusions; provided, however, if the company provides liability coverage pursuant to section 1693(3) of the Vehicle and Traffic Law, then the company may not use the second alternative exclusion; and, if the company provides liability coverage pursuant to section 1693(2) of the Vehicle and Traffic Law, then the company may not use the first alternative exclusion when the insured purchases SUM coverage: To bodily injury to an insured incurred while, pursuant to article 44-B of the Vehicle and Traffic Law, the insured motor vehicle is used by a transportation network company driver who is logged onto a transportation network company's digital network but is not engaged in a prearranged trip; or To bodily injury to an insured incurred while, pursuant to article 44-B of the Vehicle and Traffic Law, the insured motor vehicle is used by a transportation network company driver while the driver provides a transportation network company prearranged trip.

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[5] This exclusion may be deleted by the company, except that a company that issues a group policy pursuant to article 40 of the General Business Law shall delete this exclusion.

[6] Appropriate terms may be substituted to conform with terms used in this policy.

[7] Language in this sentence should be used for SUM endorsements issued with a combined single limit, in which case Condition 5 should speak throughout in terms of a singular limit, rather than plural limits.

[8] Language in parentheses should be used for SUM endorsements issued with split limits. [9] If the policy is a group policy issued in satisfaction of the financial responsibility requirements of article 44-B of the Vehicle and Traffic Law, then the company may substitute the following for paragraph (a): (a) a policy covering a motor vehicle occupied by the injured person at the time of the accident, provided that if other insurance provides for SUM coverage in satisfaction of the financial responsibility requirements of article 44-B of the Vehicle and Traffic Law, then coverage under that policy shall be a higher priority policy over this policy. If the policy is a group policy issued in satisfaction of the financial responsibility requirements of article 40 of the General Business Law, then the company shall substitute the following for paragraph (a): (a) the group policy covering a shared motor vehicle occupied by the injured person at the time of the accident during the peer-to-peer car sharing period. [10] This paragraph shall not be included in any policy issued in satisfaction of the financial responsibility requirements of article 44-B of the Vehicle and Traffic Law or a group policy issued pursuant to article 40 of the General Business Law. However, the following sentence shall be included: For purposes of this condition, the term "insured" includes any person authorized to act on behalf of the insured.

Statutory Authority

Section statutory authority:

Insurance Law, § 3420. Section statutory authority: Insurance Law, § 3425. Section statutory authority: Insurance Law, § 5102. Section statutory authority: Vehicle & Traffic Law, § T3A6. Section statutory authority: Vehicle & Traffic Law, § T3A8. Section statutory authority: Insurance Law, § A51. Section statutory authority: Workers' Compensation Law, § A9. Section statutory authority: General Municipal, § 100. Section statutory authority: Public Health Law, § 3001. Section statutory authority: Vehicle & Traffic Law, § T8A44-B. Section statutory authority: Vehicle & Traffic Law, § 1693. Section statutory authority: General Business Law, § A40

History

Added 60-2.3 on 7/08/92; amended 60-2.3(a) on 11/17/93; amended 60-2.3(a) on 2/26/97; amended 60-2.3(b) on 11/17/93; amended 60-2.3(b) on 2/26/97; amended 60-2.3(c) on 2/26/97; amended 60-2.3(e) (Cond 6) on 2/26/97; amended 60-2.3 on 1/27/99; amended 60-2.3(f) on 9/25/13; amended 60-2.3(f)III(effective 08/01/17) on 7/26/17; amended 60-2.3(f)III on 10/25/17; amended 60-2.3(f)III(footnotes) on 10/25/17; amended 60-2.3(f)III(footnotes) on 2/08/23; amended 60-2.3(f)(effective 02/01/24) on 2/21/24, expired 90 days after filing; amended 60-2.3(f) on 5/15/24; amended 60-2.3(f)(effective 05/03/24) on 5/22/24, expired 90 days after filing.

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