



New Case From New York's Highest Court: For Insurance Claim, When Is Injury From A Car Accident Really An Accident Or Not An Accident?

From: New York attorney Gary E. Rosenberg (personal injury and accident attorney and lawyer; serving Brooklyn Queens Bronx; [Queens Car Accident Injury Attorney](#))

This is interesting Dear Readers, so please follow along.

SOME BACKGROUND. The general rule in New York insurance law (and just about everywhere) is that there is no insurance coverage available for acts done on purpose that may injure you or others, know as "intentional acts." For example, if I assault you - say I [punch you in the eye](#) and injure you - you can sue me for assault and battery, but my insurance will not pay for my lawyer or for any damages that you may be awarded against me. But, if I accidentally trip you, or lose control of my car, and [break your arm](#), that would be considered an accident that insurance would cover; assuming that I've purchased the correct type of insurance.

New York State highest court, the Court of Appeals, just issued a decision on March 29, 2011 pertaining to [car accidents](#), entitled *State Farm Mutual Automobile Ins. Co. v. Langan*.

This is a biggie because it sort of undermines a long-standing policy in New York which has been bad for injured consumers.

SOME MORE BACKGROUND. There are bad people staging phony car accidents. It's more common than it should be. Fill a car with friends and smash another car. Sometimes smash a car first and then fill the car with friends. Sometimes the other car is in on the scam, sometimes it's just an innocent victim's vehicle.

I had a case like this once. My client was alone in her car by the Van Wyck Expressway in Jamaica, Queens and another (scamming) car hit her. The other car had been in several accidents and the man driving it had no real connection to the owner of the car.

The bad guys all went to doctors to make fake medical claims, usually for [neck](#) and [back injuries](#); yes, the doctors were in on it. See my Free Special Report on ["Dirty \(Crooked\) Doctors."](#)

Then they hired lawyers to try to recover money damages and the lawyers were only too happy to collect the medical reports and test results and send them to an insurance company to try to squeeze out a settlement. See my Free Special Report on ["What to Do When Disaster Strikes \(You've Had an Accident; Now Watch out for Scams\)."](#)

Ultimately none of the insurance companies would pay any money because this Queens County accident was a "staged" accident; even though it was only staged by the other car and my client wasn't involved. No accident, no payment.

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Perhaps you can see the unfairness in this policy. My client buys insurance for her car to protect her. Another car hits her. Not my client's fault, she wasn't part of the scam. So from my client's viewpoint this was still an accident. And she should have been able to access her car's No-Fault insurance. See my Free Special Report on ["The New York "No-Fault" Law"](#).

Also, her automobile insurance policy contained "uninsured motorist" coverage. She should have been able to recover against this coverage because the other car refused to pay her for her damages after that car's insurance company "disclaimed," making that car in effect "uninsured." But my client was left without a legal remedy to pay for her medical bills or to give her money damages for her pain and suffering.

State Farm Mutual Automobile Ins. Co. v. Langan. Today's blog topic makes an exception to that harsh rule.

THE FACTS. On February 12, 2002 Ronald Popadich deliberately drove his car into a cluster of pedestrians. Accident victim Neil Conrad Spicehandler [fractured his leg](#) and later [died from complications of the surgery](#). Popadich pleaded guilty to second degree murder and admitted that he intended to cause Spicehandler's death. This is a classic example of a not-an-accident case. Spicehandler's to State Farm for insurance benefits, under a policy that had nothing to do with the Popadich vehicle, but that covered Spicehandler separately, even as a pedestrian.

State Farm refused to pay because Popadich's action was intentional and not an accident and so there should be no coverage. The case came to New York's Court of Appeals for the issue of whether Spicehandler's injuries were caused by an accident within the meaning of State Farm's insurance policy.

LEGAL ANALYSIS. The Court showed some sympathy and pointed out that "the insured is the victim in this case...". In deciding against State Farm the Court did some fancy dancing. **First**, it side-stepped a 45+ year-old case that went the other way, *McCarthy v. Motor Veh. Acc. Indem. Corp.*, finding some differences between that case and Mr. Spicehandler's situation, that are not worth examining in detail right now. **Second**, the Court noted a national trend in the same direction that it was heading, "towards allowing innocent insureds to recover uninsured motorist benefits through their own policies when they have been injured through the intentional conduct of another. The Court then cited cases from the States of Iowa, New Jersey and Montana.

HOLDING. "We hold that, consistent with the reasonable expectation of the insured under the policy and the stated purpose of the UM endorsement (to provide coverage against damage caused by uninsured motorists), the intentional assault of an innocent insured is an accident within the meaning of his or her own policy. The occurrence at issue was clearly an accident from the insured's point of view and Langan [Spicehandler] is entitled to benefits under the UM endorsement."

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