Long Arm Jurisdiction

Johnson v. Ward, 4 N.Y.3d 516, 797 N.Y.S.2d 33 (2005)
CPLR 302(a)(1) provides a basis of personal jurisdiction over a person who transacts business within the state, where such cause of action arises out of that transaction of business. The Court of Appeals rejected the argument that CPLR 302(a)(1) allows for long-arm jurisdiction arising out of a nondomicilliary's operation of a motor vehicle outside of the State of New York, where the only "substantial relationship" to New York was the fact that the nondomicilliary had a New York State Driver's License.

Proximate Causation

Green v. Mower, 100 N.Y.2d 529, 761 N.Y.S.2d 137 (2003)
Defendant's motion for summary judgment was granted where the evidence established that the decedent's failure to yield the right of way while riding bicycle was the sole and proximate cause of the accident.

Ramos v. Triboro Coach Corp., 31 A.D.3d 625, 819 N.Y.S.2d 82 (2nd Dept. 2006)
Plaintiff's motion for summary judgment was granted where the evidence established that the Defendant's negligence was the sole and proximate cause of the accident where he drove through an intersection against a red light without stopping and struck the Plaintiff's motor vehicle.

Assignment of No-Fault Benefits

State Farm Mutual Auto. Ins. Co. v. Mallela, 4 N.Y.3d 313, 794 N.Y.S.2d 700 (2005)
Court of Appeals held that insurance carriers may withhold no-fault reimbursement payments for medical services provided by fraudulently incorporated enterprises to which insureds have assigned their claims pursuant to 11 NYCRR 65-3.11. The Court held that the defendants were fraudulently incorporated where they paid licensed physicians to pose as nominal owners in order to gain status as a medical professional corporation, which was actually operated by the nonphysicians. The Court went on to state, "a failure to hold an annual meeting, pay corporate filing fees or submit otherwise acceptable paperwork on time will not rise to the level of fraud" so as to justify the denial of payment due to fraudulent incorporation.

T & G Medical Supplies, Inc. v. National Grange Mut. Ins. Co., 800 N.Y.S.2d 835 (N.Y. City Civ., 2005)
Assignment of no-fault benefits must contain the names of the assignor and assignee, the date of the subject automobile accident, signatures of both parties, and the date the assignment took place pursuant to 11 N.Y.C.R.R 65-3.11(b)(2).

A.B. Medical Services, PLLC v. Prudential Property & Cas. Ins. Co., 7 Misc.3d 14 (N.Y. Sup. App. Term 2005)
The court held that the no-fault statute and regulations do not require the claimant's signature on the assignment form be authenticated before a medical care provider may receive direct payment from the insurer.

Rockaway Blvd. Medical P.C. v. Progressive Ins., 802 N.Y.S.2d 302 (N.Y. Sup. 2005)
"Provider" of medical services for purposes of 11 N.Y.C.R.R. 65.15(j)(l) does not include a billing provider who seeks no-fault reimbursement for services which were rendered by an independent contractor, and not by its own employees. Accordingly, no-fault reimbursement of billing provider was improper. *See also,* A.B. Medical Services PLLC v. Liberty Mut. Ins. Co., 9 Misc.3d 36 (N.Y. Sup. App. Term. 2005).

Arbitration

In Re Arbitration of Utica Mutual Ins. Co. and Selective Ins. Co., 27 A.D.3d 990, 813 N.Y.S.2d 547 (3rd Dept. 2006)
Pursuant to CPLR Article 75 review, the Appellate Division vacated an mandatory no-fault arbitration award where the original award was internally inconsistent with respect to the apportionment of fault to one party. In addition, the court stated that the arbitrator made incorrect statements contrary to undisputed facts. Apparently, even the prevailing party in the case acknowledged that the decision was "ambiguous and indefinite and as written, fail[ed] to present a coherent, rational determination.

Allstate Ins. Co. v. Merrick, 9/7/06 NYLJ 23, (col. 1) (Sup. Ct. N.Y. Cty. 2006)
An insured sought arbitration for the denial of her no-fault benefits by her insurer. Both the insurer and the insured participated in the arbitration hearing, but before a final decision was rendered by the arbitrator, the insurer moved to stay the arbitration because the six-year statute of limitations regarding the denial of no-fault benefits had run. The New York County Supreme Court held that the insurer, by participating in the arbitration, waived its rights to seek a judicial stay pursuant to CPLR 7503(b), providing that "'a party who has not participated in the arbitration [...] may apply to stay arbitration on the ground that [...] the claim sought to be arbitrated is barred' by the statute of limitations applicable to the same causes of action under New York law. Id., *quoting* CPLR 7503(b). Accordingly, the Court refused to grant the stay under the 20-day deadline for challenging a demand for arbitration, pursuant to CPLR 7503(c).