

MONTHLY NEWSLETTER- OCTOBER 2010



TIP OF THE MONTH

➤ No-fault, continued. The first question many clients have is what exactly does no-fault pay? New York's no-fault statute provides payment for the following:

1. All necessary doctor and hospital bills and other health services, payable in accordance with a fee schedule established by the New York State Insurance Department;

2. 80% of lost wages up to a monthly maximum payment of \$2,000 (or higher if you purchase such coverage) for up to 3 years following the date of the accident. Please remember that if you are also covered by New York State Disability Insurance through your employer, you will have to file that claim. You will receive both no-fault and New York State Disability payments totaling 80%. Therefore, the no-fault carrier reduces the amount it will pay you if you are also collecting disability;

3. Up to \$25.00 per day for a period of one year from the date of the accident, for such other reasonable and necessary expenses that you incur, such as the cost of hiring a housekeeper or necessary transportation to and from a health service provider. It is important that you get receipts for all such payments. You must also keep track of your mileage. These expenses must be submitted within 30 days from incurring the expenses in order to receive payment;

4. A \$2,000.00 death benefit, payable to the Estate of the person that dies as a result of a motor vehicle accident.

RECENT CASE OF NOTE

➤ \$900,000 Settlement at the Beginning of Trial. While our client's trial was just beginning in State Supreme Court, she accepted a \$900,000 settlement from insurance companies for the negligent driver of the vehicle injuring her and Ryder Truck Rental Inc. who rented the truck to that driver. Our client sustained very significant neck and back injuries which necessitated surgical treatment and were complicated by her underlying health condition. This case illustrates the well-established principle that the owner of a vehicle is responsible for the negligent acts of the driver of the vehicle. In this instance, Ryder was responsible for the driver/renter's actions solely by reason of the fact that Ryder owned the vehicle. This is referred to as "vicarious" liability. Even though Ryder did nothing wrong, it is responsible because it was the owner of the vehicle. This vicarious liability is codified in Section 388 of the Vehicle & Traffic Law.

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