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Insurance—Conflict of Laws

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Parol Evidence to Determine Policy Coverage

Section 142 of the New York Insurance Law requires the entire contract of insurance to be contained in the policy and allows incorporation by reference only if a copy of the incorporated writing is endorsed upon or attached to the policy when written. In *Concoff v. Occidental Life Ins. Co. of Calif.*,²⁰ however, the Court found that language in the policy²¹ together with certain words written upon the attached application²² created such an ambiguity as to require the admission of parol testimony to establish the meaning.

Insurance—Conflict of Laws

In a personal injuries action brought by a New York resident under a Louisiana "direct action" statute which gives the right to bring a direct action against an insurer without first having obtained a judgment against the insured tortfeasor, the Court had to determine the effect of the Louisiana statute in a New York action.²³

The Court, in affirming the Appellate Division, dismissed the complaint on the ground that the venue restriction in the statute, allowing plaintiffs to bring actions only in the parish where the accident occurred or the parish where the insured resided, was integral and inseparable from the cause of action itself.²⁴ The Court stated further that the consent signed by the defendant as a condition precedent to doing business in Louisiana, was consent to be sued only in the manner prescribed in the "direct action" statute and not in the manner attempted here by the plaintiff.

20. 4 N.Y.2d 630, 176 N.Y.S.2d 660 (1958).

21. "If a charge for any supplemental agreement is included and if this charge ceases, the premiums thereafter payable will be reduced accordingly."

22. "Table A" was written just under the amount of the annual premium. These words apparently meant that the premium included an extra charge for foreign residence.

23. *Morton v. Maryland Cas. Co.*, 4 N.Y.2d 488, 176 N.Y.S.2d 329 (1958).

24. *Miller v. Commercial Standard Ins. Co.*, 199 La. 515, 6 So.2d 646 (1942); *West v. Monroe Bakery*, 217 La. 189, 46 So.2d 122 (1950).