SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION, FIRST DEPARTMENT

MIC General Insurance Corporation v. Kathryn Eckart et al.

2026 NY Slip Op 02785 (Supreme Court of the State of New York Appellate Division First Department 2026) · No. Index No. 651028/22; Appeal Nos. 6541-6542; Case Nos. 2024-05767 and 2025-02802 · Decided May 5, 2026

SUMMARY

The Appellate Division, First Department, affirmed orders vacating a prior summary judgment order and denying summary judgment to MIC General Insurance Corporation. The court held that Kathryn Eckart established a reasonable excuse and potentially meritorious defense, and that factual issues remained concerning the insurance policy's terms, including residence and household, as well as coverage for the property.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, First Department
WRITING FOR THE COURT	Manzanet-Daniels, J.P.; Kapnick, J.; Rodriguez, J.; Pitt-Burke, J.; O'Neill Levy, J.
JURISDICTION	New York Appellate Division, First Department
DECIDED	May 5, 2026
DOCKET	Index No. 651028/22; Appeal Nos. 6541-6542; Case Nos. 2024-05767 and 2025-02802
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from orders granting Kathryn Eckart's motion to vacate a prior order granting MIC General Insurance Corporation summary judgment, denying summary judgment to MIC, and denying MIC's motion for leave to renew and reargue.
STANDARD OF REVIEW	Abuse of discretion for the order vacating the default and the denial of leave to renew and reargue; review of the summary-judgment ruling for whether issues of fact precluded judgment as a matter of law.
PRECEDENTIAL VALUE	Published appellate decision
PARTIES	MIC General Insurance Corporation v. Kathryn Eckart, et al.

TOPICS

insurance coverage · contract interpretation · summary judgment · default · appellate procedure

PRACTICE AREAS

insurance coverage · contracts · civil procedure · appellate procedure

QUESTIONS PRESENTED

1. Whether the Supreme Court properly exercised its discretion under CPLR 5015(a)(1) to vacate the prior summary-judgment order based on Eckart's reasonable excuse for default and potentially meritorious defense.
2. Whether the Supreme Court could reconsider the ambiguity of the policy terms residence premises and household while analyzing the motion under CPLR 5015(a)(1).
3. Whether the insurance policy's terms concerning residence, reside, and household presented issues of fact that precluded summary judgment.
4. Whether the Supreme Court properly denied MIC's motion for leave to renew and reargue its summary-judgment motion.

HOLDINGS

1. The Supreme Court providently exercised its discretion in vacating the prior order because Kathryn Eckart established both a reasonable excuse for her default and a potentially meritorious defense.
2. The Supreme Court had authority to reconsider whether the terms residence premises and household were ambiguous, even though it analyzed the motion principally under CPLR 5015(a)(1).
3. Summary judgment for MIC was properly denied because issues of fact existed concerning whether the property was Kathryn Eckart's residence and whether Kathryn and George Eckart were members of the same household.
4. The Supreme Court properly denied MIC's motion for leave to renew and reargue because the additional affidavit did not resolve the policy ambiguities or change the result.

KEY QUOTATIONS

> *“The terms of insurance policies are interpreted in a manner that "affords a fair meaning to all of the language employed by the parties in the contract and leaves no provision without force and effect"”* (at 1)

> *“As to the merits, issues of fact exist concerning the meaning of various terms of the subject policy, including whether the property was Kathryn Eckart's "residence" as the term is used in the policy, and whether Kathryn and her husband George Eckart were part of the same "household."”* (at 1)

FACTUAL BACKGROUND

The insurance policy provided coverage relating to the Tanners Neck Lane property, where the underlying incident occurred, and named Kathryn Eckart as the insured. The policy extended coverage to Eckart and her spouse if they were residents of the same household, but did not define household, reside, or residence. Eckart lived elsewhere, owned the property, and visited it periodically, creating factual issues concerning her residence and household status for coverage purposes.

PROCEDURAL HISTORY

The Supreme Court, New York County, entered an order on January 9, 2024 granting MIC summary judgment. On August 6, 2024, the court granted Eckart's motion under CPLR 5015(a)(1) to vacate that order and, after vacatur, denied MIC summary judgment. On April 11, 2025, the court denied MIC's motion for leave to renew and reargue. The Appellate Division unanimously affirmed both orders with costs.

DISPOSITION

affirmed

CASES CITED

- Toos v Leggiadro Intl., Inc., 114 AD3d 559, 561 [1st Dept 2014]
- Alliance for Progress, Inc. v Blondell Realty Corp., 179 AD3d 629, 629 [1st Dept 2020]
- Rostant v Twersky, 79 AD3d 456, 456 [1st Dept 2010]
- Consolidated Edison Co. of N.Y. v. Allstate Ins. Co., 98 NY2d 208, 221-222 [2002]
- Westview Assoc. v Guaranty Natl. Ins. Co., 95 NY2d 334, 340 [2000]
- Dean v Tower Ins. Co. of N.Y., 19 NY3d 704, 709 [2012]
- Wade v Giacobbe, 176 AD3d 641, 641 [1st Dept 2019], lv dismissed, 35 NY3d 937 [2020]

OPINION

MIC Gen. Ins. Corp. v. Eckart 2026 NY Slip Op 02785
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05, 2026</p> <p>Index No. 651028/22|Appeal No. 6541-6542|Case No. 2024-05767 2025-02802| </p> <p>Before: Manzanet-Daniels, J.P., Kapnick, Rodriguez, Pitt-Burke, O'neill Levy, JJ. </p> <div> <p>Hagelin Spencer LLC, Buffalo (Michael J. Mernin of counsel), for appellant.</p> <p>Horn Appellate Group, P.C., Brooklyn (Ross S. Friscia of counsel), for Patricia Pacheco-Sanchez, respondent.</p> </div> [*1] <p>Order, Supreme Court, New York County (Gerald Lebovits, J.), entered August 6, 2024, which granted defendant Kathryn Eckart's motion pursuant to CPLR 5015(a)(1) to vacate the court's January 9, 2024 order granting plaintiff summary judgment and, upon vacatur, denied summary judgment to plaintiff, unanimously affirmed, with costs. Order, same court and Justice, entered April 11, 2025, which denied plaintiff's motion for leave to renew and reargue the motion to vacate, unanimously affirmed, with costs. </p> <p>The court providently exercised its discretion in granting defendant Kathryn Eckart's motion to vacate (<i>see</i> CPLR 5015[a][1]; <i>Toos v Leggiadro Intl., Inc.</i>, 114 AD3d 559, 561 [1st Dept 2014]). Kathryn Eckart made the requisite showing of a reasonable excuse for the default and a potentially meritorious defense to the action (<i>see</i> <i>Alliance for Progress, Inc. v Blondell Realty Corp.</i>, 179 AD3d 629, 629 [1st Dept 2020]). Although the underlying order was based on the merits in addition to the movant's default, Kathryn Eckart moved both for reargument pursuant to CPLR 2221(d) and for vacatur pursuant to CPLR 5015(a)(1). The court, while electing to analyze the motion under the latter statute, also expressly stated that it "reconsider[ed] whether the terms 'residence premises' and 'household' are ambiguous," which it had the "inherent power" to do (<i>Rostant v Twersky</i>, 79 AD3d 456, 456 [1st Dept 2010] [internal quotation marks omitted]).</p> <p>As to the merits, issues of fact exist concerning the meaning of various terms of the subject policy, including whether the property was Kathryn Eckart's "residence" as the term is used in the policy, and whether Kathryn and her husband George Eckart were part of the same "household." The terms of insurance policies are interpreted in a manner that "affords a fair meaning to all of the language employed by the parties in the contract and leaves no provision without force and effect"(<i>Consolidated Edison Co. of N.Y. v. Allstate Ins. Co.</i>, 98 NY2d 208, 221-222 [2002] [internal quotation marks omitted]), and ambiguities in the policy must be construed against the insurer (<i>see</i> <i>Westview Assoc. v Guaranty Natl. Ins. Co.</i>, 95 NY2d 334, 340 [2000]). Here, the policy contemplates coverage for the Tanners Neck Lane property, where the underlying incident took place, and lists only Kathryn Eckart as the Named Insured. While the policy extends coverage to Kathryn Eckart and her spouse (George Eckart) if they are a resident of the same "household," the policy does not define the term "household." The policy likewise does not sufficiently define "reside" or "residence" such that it can be determined, on this record, that Kathrn Eckart, who lived elsewhere but owned the property and visited periodically, was not a "resident" for purposes of coverage (<i>see e.g.</i> <i>Dean v Tower Ins. Co. of N.Y.</i>, 19 NY3d 704, 709 [2012]).</p> [*2] <p>The court providently exercised its discretion in denying plaintiff's motion for leave to renew and reargue its motion for summary judgment (<i>see</i> <i>Wade v

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PER CURIAM.

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motion to vacate (<i>see</i> CPLR 5015[a][1]; <i>Toos v Leggiadro Intl., Inc.</i>, 114 AD3d 559, 561 [1st Dept 2014]). Kathryn Eckart made the requisite showing of a reasonable excuse for the default and a potentially meritorious defense to the action (<i>see</i> <i>Alliance for Progress, Inc. v Blondell Realty Corp.</i>, 179 AD3d 629, 629 [1st Dept 2020]). Although the underlying order was based on the merits in addition to the movant's default, Kathryn Eckart moved both for reargument pursuant to CPLR 2221(d) and for vacatur pursuant to CPLR 5015(a)(1). The court, while electing to analyze the motion under the latter statute, also expressly stated that it "reconsider[ed] whether the terms 'residence premises' and 'household' are ambiguous," which it had the "inherent power" to do (<i>Rostant v Twersky</i>, 79 AD3d 456, 456 [1st Dept 2010] [internal quotation marks omitted]).</p> <p>As to the merits, issues of fact exist concerning the meaning of various terms of the subject policy, including whether the property was Kathryn Eckart's "residence" as the term is used in the policy, and whether Kathryn and her husband George Eckart were part of the same "household." The terms of insurance policies are interpreted in a manner that "affords a fair meaning to all of the language employed by the parties in the contract and leaves no provision without force and effect"(<i>Consolidated Edison Co. of N.Y. v. Allstate Ins. Co.</i>, 98 NY2d 208, 221-222 [2002] [internal quotation marks omitted]), and ambiguities in the policy must be construed against the insurer (<i>see</i> <i>Westview Assoc. v Guaranty Natl. Ins. Co.</i>, 95 NY2d 334, 340 [2000]). Here, the policy contemplates coverage for the Tanners Neck Lane property, where the underlying incident took place, and lists only Kathryn Eckart as the Named Insured. While the policy extends coverage to Kathryn Eckart and her spouse (George Eckart) if they are a resident of the same "household," the policy does not define the term "household." The policy likewise does not sufficiently define "reside" or "residence" such that it can be determined, on this record, that Kathrn Eckart, who lived elsewhere but owned the property and visited periodically, was not a "resident" for purposes of coverage (<i>see e.g.</i> <i>Dean v Tower Ins. Co. of N.Y.</i>, 19 NY3d 704, 709 [2012]).</p> [*2] <p>The court providently exercised its discretion in denying plaintiff's motion for leave to renew and reargue its motion for summary judgment (<i>see</i> <i>Wade v Giacobbe</i>, 176 AD3d 641, 641 [1st Dept 2019], <i>lv dismissed</i> 35 NY3d 937 [2020]). The affidavit of Kathryn Eckart submitted in the underlying personal injury action did not change the outcome insofar as that affidavit did not resolve the policy's noted ambiguities.</p> <p>THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.</p> <p>ENTERED: May 5, 2026</p> </div> <div> </div> <div>

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moved both for reargument pursuant to CPLR 2221(d) and for vacatur pursuant to CPLR 5015(a)(1). The court, while electing to analyze the motion under the latter statute, also expressly stated that it "reconsider[ed] whether the terms 'residence premises' and 'household' are ambiguous," which it had the "inherent power" to do (<i>Rostant v Twersky</i>, 79 AD3d 456, 456 [1st Dept 2010] [internal quotation marks omitted]).</p> <p>As to the merits, issues of fact exist concerning the meaning of various terms of the subject policy, including whether the property was Kathryn Eckart's "residence" as the term is used in the policy, and whether Kathryn and her husband George Eckart were part of the same "household." The terms of insurance policies are interpreted in a manner that "affords a fair meaning to all of the language employed by the parties in the contract and leaves no provision without force and effect"(<i>Consolidated Edison Co. of N.Y. v. Allstate Ins. Co.</i>, 98 NY2d 208, 221-222 [2002] [internal quotation marks omitted]), and ambiguities in the policy must be construed against the insurer (<i>see</i> <i>Westview Assoc. v Guaranty Natl. Ins. Co.</i>, 95 NY2d 334, 340 [2000]). Here, the policy contemplates coverage for the Tanners Neck Lane property, where the underlying incident took place, and lists only Kathryn Eckart as the Named Insured. While the policy extends coverage to Kathryn Eckart and her spouse (George Eckart) if they are a resident of the same "household," the policy does not define the term "household." The policy likewise does not sufficiently define "reside" or "residence" such that it can be determined, on this record, that Kathrn Eckart, who lived elsewhere but owned the property and visited periodically, was not a "resident" for purposes of coverage (<i>see e.g.</i> <i>Dean v Tower Ins. Co. of N.Y.</i>, 19 NY3d 704, 709 [2012]).</p> [*2] <p>The court providently exercised its discretion in denying plaintiff's motion for leave to renew and reargue its motion for summary judgment (<i>see</i> <i>Wade v Giacobbe</i>, 176 AD3d 641, 641 [1st Dept 2019], <i>lv dismissed</i> 35 NY3d 937 [2020]). The affidavit of Kathryn Eckart submitted in the underlying personal injury action did not change the outcome insofar as that affidavit did not resolve the policy's noted ambiguities.</p> <p>THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.</p> <p>ENTERED: May 5, 2026</p> </div> <div> <footer> <div> <p>Court Decisions</p> All Court Decisions Official Reports Service Bound Volumes Decision Search </div> <div> <p>Resources</p> RSS Feeds Style Manual Citation Tools Opinion Formatting & Privacy Guidelines Opinion Selection Criteria Legal Research Portal Site Index </div> <div> <p>About</p> About the Law Reporting Bureau About our Operations Contact Us Twitter </div> <div> <p>Quick Contact Info</p> <p>17 Lodge Street</p> <p>Albany, NY 12207</p> <p>Phone: (518) 453-6900</p> </div> </footer> </div> <div> <p>Links to or from other sites do not signify endorsement or relationship with them.</p> </div> </div>