

**THE PERSONAL INJURY
SURVIVAL GUIDE**

A SOUP-TO-NUTS GUIDE
TO BRINGING A SUCCESSFUL CLAIM FOR YOUR INJURIES

Grant J. Skolnick, Esq.

COPYRIGHT, LEGAL NOTICE AND DISCLAIMER:

This publication is protected under the US Copyright Act of 1976 and all other applicable international, federal, state and local laws, and all rights are reserved, including resale rights: you are not allowed to sell this book to anyone else. You may freely distribute this book, but only in its complete form without any alterations, additions or deletions.

This book has been prepared by Grant J. Skolnick, Esq. for informational purposes only and does not constitute legal advice. Readers should not act upon this information without seeking professional legal counsel. Although the author endeavored to keep this book current and accurate, the content may not reflect current legal developments. Grant J. Skolnick, Esq. expressly disclaims all liability in respect to actions taken or not taken based on the content of this book.

Please note that much of this publication is based on personal experience and anecdotal evidence. Although the author has made every reasonable attempt to achieve complete accuracy of the content in this book, he assumes no responsibility for errors or omissions. Also, you should use this information as you see fit, and at your own risk. Your particular situation may not be exactly suited to the examples illustrated here; in fact, it's likely that they won't be the same, and you should adjust your use of the information and recommendations accordingly. For more accurate and detailed information about a particular situation, contact Grant J. Skolnick, Esq.

TABLE OF CONTENTS

And Then There Was An Accident

The First Steps

 Car Accidents

 Slip and Fall/ Trip and Fall

Sample Demand Pictures

Witnesses

 Car Accident Witness Statement

 Fall Down Witness Statement

Be Vocal and Treat Immediately

Calling Your Insurance Company

Understanding Your Insurance Policy

Speaking to the Other Person's Car Insurance (The Claim Adjustor)

The Police Report

 Sample Police Report

Medical Bills

 Letter of Protection

Records

 Request for Medical Records and Billing Statement

 Personal Authorization for Medical Records

What Your Claim is Worth

How Insurance Adjustors Value Your Claim

How Your Actions (or Lack Thereof) Can Affect your Award

Writing Your Demand Package

 The Introduction

 The Accident Description

 Treatment History

Outstanding Medical Bills

Conclusion

The First Offer

The Negotiations

Sample Complaint

Settling Your Claim

The Release

Sample Release

Notifying Your UM Insurance About the Proposed Settlement

The UM Demand

Sample UM Demand

Negotiating Your Medical Bills

Liens

Breaking It All Down

Index

About the Author

ACKNOWLEDGEMENTS

I would like to thank my family which has always been supportive of my crazy endeavors. My wife and love of my life, Katharine, my daughter, Kalena (who makes me prouder every day), my mother, Gail, my father, Andrew, and my brother Hal (along with all the Parkland Skolnicks). Thank you so much!

“Name the greatest of all inventors. Accident.”

— **Mark Twain**

AND THEN THERE WAS AN ACCIDENT...

So, you got hurt? Maybe you were rear-ended. Or perhaps, you tripped and fell because of a pot-hole. I’m sorry to hear that. However, just because you got hurt does not necessarily mean you have a personal injury claim. I often deal with people who CAUSED a particular accident and then believe that because they are hurt, they are entitled to untold riches. Unfortunately, it doesn’t work that way. In order to bring a successful personal injury claim a few very important things need to happen. We lawyers are very fond of using fancy words and incomprehensible language. You may have heard the terms, “duty, breach, causation, damages.” However, to put it simply, to bring a personal injury claim, you need to be hurt because someone else did something they shouldn’t have done. That’s it in a nutshell.

As I said, there needs to be an accident and you need to be hurt because of it – but that’s just part of it though. If you caused the accident, then there is no way you can bring a personal injury claim (except in instances where faulty parts caused your car to go out of control). Or, perhaps even more infuriating, if you got into a car accident and can’t prove that the other person was at fault (even though they were), you are going to be one very disappointed person at the end of the day. To add insult to injury, there is also the chance that you got into a car accident, can prove that the other person was at fault, but can’t prove the type and extent of your injuries. That’s another claim killer.

It is a common misconception that it's easy to get huge settlements from personal injury cases. We have all heard the so-called "Tort Reform" advocates who would have us believe that personal injury claims are the very reason for all of the country's economic woes. Listen to these people enough and it's easy to walk away thinking that getting a huge settlement for pain and suffering is a piece of cake.

The truth of the matter is, with regard to car accidents in the state of Florida, that line of thinking is way, way off. Florida law specifically addresses this topic. Section 627.737 of the Florida Statutes bars a plaintiff in most car accident cases from receiving pain and suffering damages unless they can prove to a jury one of the following: (a) Significant and permanent loss of an important bodily function. (b) Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement. (c) Significant and permanent scarring or disfigurement. (d) Death. In the overwhelming number of auto accident cases tried before a jury in Florida, the jury finds that the plaintiff did not suffer a permanent injury based on the above law and therefore does not award pain and suffering damages.

Expectations need to be kept in check too. We have all seen commercials on TV where some very happy people (actors and actresses, no doubt) who appear to be in no distress are claiming that because of their car accident, they are now multi-millionaires. There's great music and great images to go along with the announcer (most likely a non-lawyer spokesperson). By the end of the commercial, you're probably thinking to yourself, "Wow – I fell the other day and scraped my knee. All my money problems can be solved!" I deal with this more often than you think. Just because you have a herniated disk for example (a very painful injury at that), does not mean that it's time to quit your job and head to Vegas. The truth of the matter is that it is always

better to have not gotten into the accident in the first place. You will never get enough money to make everything you went through worth it.

With all of that said, if you find yourself in the unfortunate predicament of being hurt because of someone else's actions, it's good to know what to do. As a lawyer practicing in Florida, I believe that when it comes to personal injury, hiring a lawyer to represent you is always a good option (and hiring me as your lawyer could be your best option). You don't have to pay any money unless and until the lawyer is able to get you money, and a great deal of stress is taken off your shoulders by someone who does this kind of work for a living. However, as the type of person who hates the phrase, "I don't know," I believe a little bit of knowledge can go a long way. This book is meant to teach "the everyday man" what is involved in a personal injury claim.

There are approximately 200,000 accidents each year in just the state of Florida alone. Believe it or not, that accounts for only 1.5% of the state's licensed drivers. The number of injuries and deaths are steadily decreasing each year too. This all sounds encouraging, but the truth of the matter is most people will be in at least one car accident at some point in their life. After reading this book, you will be prepared for the unexpected. We will go over each and every step of a claim, give examples, talk strategy and ultimately show how you can bring a successful personal injury claim to completion by yourself if you so choose to do so .

“They're funny things, Accidents. You never have them till you're having them.”

— A.A. Milne, *The House at Pooh Corner*

THE FIRST STEPS

Being involved in an accident, whether it is in a car, while walking, or otherwise, is a scary and anxiety-filled time. Aside from your injuries, it's quite common to have your heart beating a mile a minute, to be shaking, sad, confused and disoriented. In the middle of all these crazy emotions, for your own protection, it is incredibly important to know what to do. What happens in those first few moments after your accident can lay the groundwork for everything that comes later in your personal injury claim.

Any successful personal injury claim has two integral parts to it. The first question you need to ask is whether the other person is responsible for what happened. This known as liability. If so, then you come to the second question: how extensive are your injuries? How much money you will ultimately get (or should get) is directly proportional to your damages.

For now, we are going to discuss the liability component. As with many things in life, it isn't necessarily what happened, but what you can prove happened. That's why knowing what to do immediately after your accident is of the utmost importance.

“After being bombarded endlessly by road-safety propaganda it was almost a relief to find myself in an actual accident.”

— J.G. Ballard, *Crash*

CAR ACCIDENTS FIRST STEPS

CALL 911.

Let's start first with a car accident. The very first thing you need to do is call 911. It's best to be the first person on the record reporting an accident. If possible, try to explain on the police recording what happened and how the other party was at fault. If you are in pain, notify 911 of that fact and tell them you need an ambulance immediately.

TRY NOT TO MOVE YOUR CAR.

If possible don't move your car unless and until the police arrive. Yes, people will be honking their horns and screaming at you, but don't pay them any attention. The police officer will draw a diagram on the police report of how the accident happened. If you move your car, the police officer will have no way of recreating what happened other than through what you say. Keep in mind, the person who caused the accident often is “mistaken” about what happened. If the cars were moved, and there were no witnesses, then it becomes a “He-Said She-Said” instance. The police officer won't write a ticket and he won't document who was at fault. When that happens, forget about getting the other person's car insurance to accept liability. For all these

reasons, you should tell the other person not to move their car either. I understand that this is probably different advice from what you have heard before, but it is good advice.

TAKE PICTURES, PICTURES AND MORE PICTURES.

If you are able to get out of the car safely, and you aren't in horrible pain, begin taking pictures IMMEDIATELY. Take pictures of the damage on your car, damage on the other person's car, and the positions of the cars to one another after the accident. Take pictures of the other person, of witnesses, of street signs and any landmarks around you. Get the idea? Pictures are huge for your personal injury claims. When I was in law school, I was in an accident which caused a huge gash on my forehead. I went to the hospital and would not let the doctors stitch me up until my mom returned from the 7-Eleven with a disposable camera (this was before every cell phone had a camera on it). Of course the doctors thought I was insane, but the pictures were great! Believe it or not, they made a huge difference in the amount of money I received at the end of the claim.

A few years ago, my mother tripped and fell in a pot hole which caused a broken hand and several broken teeth. I went with her to every doctor's appointment and took pictures each time. Was she embarrassed and did she yell at me? Yep. However, the pictures were very important for her case. In particular, the pictures of her at the dentist's office conveyed more information about what she was feeling than any amount of words could ever do. In the following section, you will be able to see most of the photos I attached to that particular Demand Package. I chose not to put the pictures in this book which show my mother's face clearly so as to not intrude on her privacy.

If the timing isn't good to get too many pictures, don't worry. Return to the scene of the accident at a later time (but as soon as possible) to take more pictures and document what happened.

USE YOUR PHONE'S VOICE RECORDER:

If the other person gets out of their car and approaches you, activate the recorder on your phone. Almost every cell phone nowadays has one – the trick is just finding out where it is. Tell the person you are recording them and make sure that is on the recording too. You may be able to use what they say at that moment to your benefit. It's quite common for people to admit that they were at fault immediately after the accident, but as time goes by, completely change their tune.

The Rules of Evidence have two particular Hearsay Exceptions which are important for the post-accident situation: the "Present Sense Impression" and the "Excited Utterance" (don't worry about remembering those names). After an accident, all sorts of statements are made by the people involved in it. The law deems these statements made during an accident and immediately after as more reliable. For that reason, the law permits parties to introduce present sense impressions and excited utterances. This is why it's important to get on your phone's voice recorder anything the other party may say.

"...I've fallin' and I can't get up!"

— *Life Call TV Commercial*

SLIP AND FALL/ TRIP AND FALL FIRST STEPS

The first steps for a fall are much like those detailed with a car accident. The very first thing you should do is call 911. You want to get on the record immediately what happened and where. After that, if you are able to move and aren't in horrible pain, use your phone to begin taking pictures. Take pictures of what made you fall – perhaps it was a pot-hole in the street, or maybe food on the floor of a restaurant. Take pictures of everything around you such as street signs and landmarks and especially any injuries you may have. If you are bleeding, take a picture of the cut or scrape. It may sound disgusting, but those pictures will help explain what happened during the accident and immediately afterwards. At a later point, you will go back and using a tape measure, take more photos of the scene of your fall.

If your fall happened in a restaurant or store, ask to speak with a manager immediately. Notify him or her of what happened and ask to fill out an incident report. Most likely, they will begin taking pictures as well. Just like with a car accident, use your phone's voice recorder to record anything that is said after the accident and tell the people that you are recording their statements.

There is an important aspect of Slip and Fall or Trip and Fall accidents that I want you to consider... it's called "constructive notice." What does this mean? Well, to put it simply, a location is not responsible for your fall unless they knew or should have known about the

dangerous condition. How do you prove that someone should have known about a dangerous condition? Easy – by showing that the dangerous condition was there for a significant amount of time. The classic example is someone falling over a banana peel in a restaurant. If the banana peel was yellow, chances are the restaurant won't be responsible for the accident. However, if the banana peel was brown, then there is a good chance that they would be. Why is this? A yellow banana peel signifies that it had not been on the ground for a significant amount of time. A brown banana peel, on the other hand, signifies that it had been sitting on the floor for a while. If the banana peel had time to turn brown while it was on the floor, the employees of the restaurant should have known that it was there.

This is another reason why photographs are so important immediately after an accident. By taking pictures of what made you fall, many times you can prove that the location had constructive notice. I had a client who slipped in a puddle at a supermarket. She immediately took pictures which ended up being the determining factor of the case. The pictures showed that the puddle was dirty and was tracked up and down the aisle. That was enough to prove constructive notice!

**EXAMPLE OF ACCIDENT PHOTOS:
Proximity of Pot Hole to Sidewalk**



**EXAMPLE OF ACCIDENT PHOTOS:
Pot Hole is 136 Inches From Sidewalk**



**EXAMPLE OF ACCIDENT PHOTOS:
Pot Hole is 2 ½ Inches Deep**



**EXAMPLE OF ACCIDENT PHOTOS:
Pot Hole is 10 ½ Inches Wide**



**EXAMPLE OF ACCIDENT PHOTOS:
Pot Hole is in the Crosswalk of North
Palmway and 3rd Avenue North**



**EXAMPLE OF ACCIDENT PHOTOS:
Overview of Pot Hole and Intersection**



**EXAMPLE OF ACCIDENT PHOTOS:
Swollen Right Hand After the Fall**



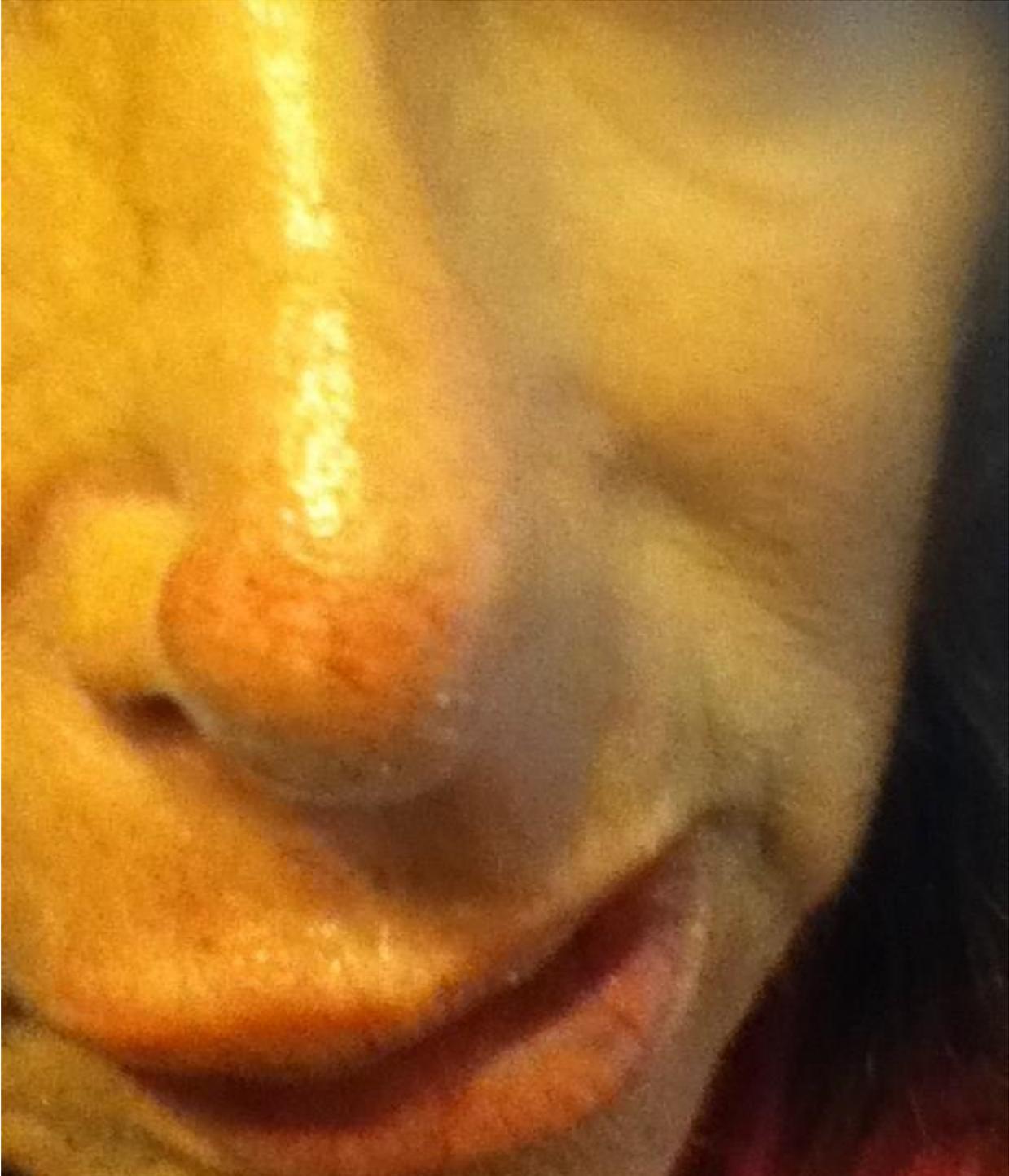
**EXAMPLE OF ACCIDENT PHOTOS:
Bruised Right Leg With
New Balance Walking Shoes**



**EXAMPLE OF ACCIDENT PHOTOS:
Bruised Right Leg**



**EXAMPLE OF ACCIDENT PHOTOS:
Bruised Nose and Lip**



**EXAMPLE OF ACCIDENT PHOTOS:
Knocked Out Front Tooth**



**EXAMPLE OF ACCIDENT PHOTOS:
Splint Placed Over Tooth**



**EXAMPLE OF ACCIDENT PHOTOS:
Mold Created to Reconstruct Teeth**



**EXAMPLE OF ACCIDENT PHOTOS:
At Dentist**



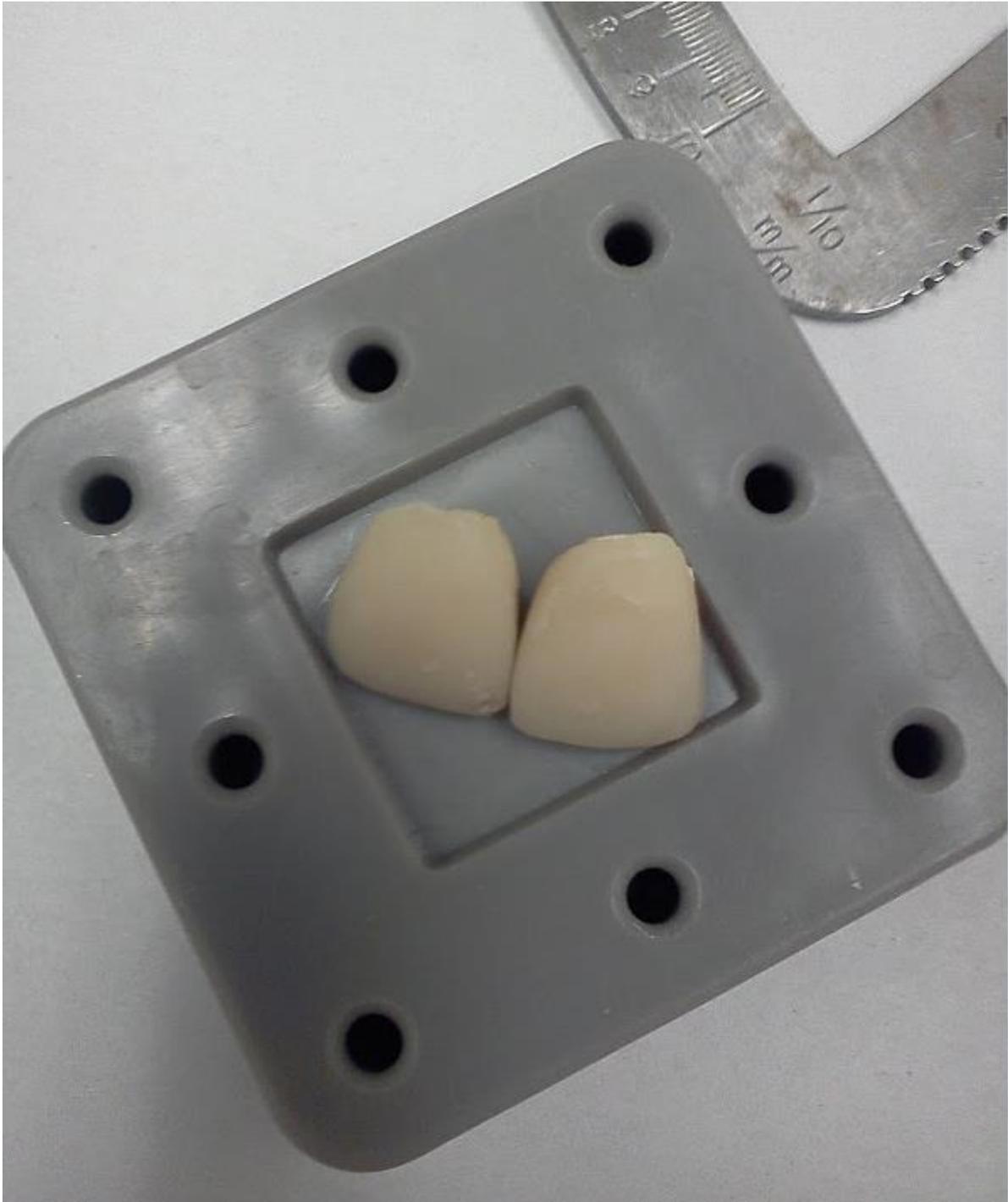
**EXAMPLE OF ACCIDENT PHOTOS:
At Orthopedist**



**EXAMPLE OF ACCIDENT PHOTOS:
Hand Wrapped Up At Orthopedist**



**EXAMPLE OF ACCIDENT PHOTOS:
Fake Teeth Prior to Insertion**



**EXAMPLE OF ACCIDENT PHOTOS:
Fake Teeth Being Inserted**



“It takes two to make an accident.”

— F. Scott Fitzgerald, *The Great Gatsby*

WITNESSES

Aside from the first steps we already discussed, the next most important thing to do is see if there are any witnesses, and if so, to get them involved in your claim immediately. Go up to them, introduce yourself and ask if they saw what happened. If he or she says yes, then ask them for their name, phone number, address and email. Also, ask them if they will stay until the police arrive.

You want to try to engage the witnesses as quickly as possible and try to make them feel like they are a part of what happened. It is very common for witnesses to be present, but then disappear and/or refuse to be any help in a case. They just don't want the hassle. An independent, non-biased witness is an enormous help in personal injury claims where both sides claim the other was at fault. Later on, you will want to get the witness to fill out a Witness Statement that you will then be able to send to the insurance adjustors in the Demand Package. I have attached two Witness Statement samples – one for car accidents and one for falls.

CAR ACCIDENT WITNESS STATEMENT:

RE:

Date of Accident: _____ Approximate Time: _____

Where Did Accident Happen? _____

Did You See It? _____ If Not, How Soon After Did You Arrive? _____

Describe Each Car, Name the Driver and State the Direction Each Was Going: _____

Did You See Each Car Before Impact Occurred? _____ If So, What is the Estimate of Speed of Each? _____

If This Was an Intersection Accident, Which Car Entered First? _____

Was Horn Blown or Signal Given? _____ If So, By Which Driver? _____

Where Did Each Vehicle Stop After Accident? _____

What Part of Each Car Was Damaged? _____

Describe How the Accident Occurred: _____

Did You Hear Anyone Admit Fault? _____ If So, Who? _____

In Your Opinion, Who Was to Blame? _____

Why? _____

Date Signed _____ Printed Name of Witness: _____

Signature of Witness: _____

Address: _____

Phone Number: _____ Email: _____

FALL DOWN WITNESS STATEMENT:

RE:

Date of Accident: _____ Approximate Time: _____

Where Did Accident Happen? _____

Where Were You When the Accident Happened? _____

Describe the Area and Conditions Which Caused the Accident Along With Lighting and
Weather Conditions: _____

As to the Conditions, State Any Information Which Shows the Length of Time the Conditions
Existed Before the Accident: _____

Provide Any Information Which Shows That Any Person or Company Who Owned or
Maintained the Area Should Have Known of the Conditions: _____

Provide Any Information You Have of Maintenance, Repairs or Attempted Repair of the
Conditions Both Before and After the Accident: _____

Was Anyone Injured? _____ Who? _____

Give Names and Addresses of Other Witnesses: _____

Describe How Accident Occurred: _____

Did You Hear Anyone Admit Fault? _____ Who? _____

In Your Opinion, Who Was To Blame? _____ Why? _____

Date Signed _____ Printed Name of Witness: _____

Signature of Witness: _____

Address: _____

Phone Number: _____ Email: _____

“I was a victim of a series of accidents, as are we all.”

— Kurt Vonnegut, *The Sirens of Titan*

BE VOCAL AND TREAT IMMEDIATELY

Everyone hates paperwork and police officers are no different. Unless you emphatically say that you are hurt and in pain, they will state on the police report that there were no injuries reported. This is no time to pretend to be Rambo – if you are hurt, say so and get medical attention. It may sound ridiculous, but I have had cases where a person is taken by an ambulance to the hospital on a stretcher and the police officer puts on the report that there are no injuries reported.

Oftentimes, people don't begin feeling pain until some time has passed. It can be a few hours, or even a week until all the injuries are present. If that's the case, don't despair. Just because you didn't take an ambulance to the hospital does not mean your personal injury claim is nonexistent. However, if you do feel pain immediately after the accident, chances are it will steadily get worse. For that reason, it's not just good for your case, but also good for your health to allow the paramedics to take you to the hospital.

This is not the time to worry about bills. In Florida, we are what is called a “No Fault State.” Chances are, you have heard that misleading phrase used before. In essence, all this means is that for a typical policy, 80% of your medical bills (up to \$10,000) will be paid by your own car insurance's PIP policy (Personal Injury Protection). The remaining 20% (and anything above the \$10,000 limits) will typically be paid by the final settlement. Get the medical attention you need – in most cases, you will never have to worry about paying your medical bills out-of-pocket.

If you chose to not go to the hospital, seek medical attention as soon as possible. That can be at a visit to your primary care physician, a chiropractor, an orthopedist or even a dentist. You want to be able to document that you were suffering from your injuries and as a result, were forced to seek medical attention. In Florida, the new PIP Law states that you must seek medical attention for your injuries within 14 days of your accident. If you don't comply with that requirement, your car insurance will not pay for your medical bills.

“There are worse things in life than death. Have you ever spent an evening with an insurance salesman?”

— Woody Allen

CALLING YOUR INSURANCE COMPANY

You will want to call your insurance company within 72 hours of the accident happening. The reason for this is that a lot of companies have “timely notice provisions.” In other words, if you don’t call them within a reasonable amount of time, they may try to find a way to not cover your loss (by saying you didn’t cooperate with the provisions of your policy). When it comes to the amount of information you provide your insurance company, the less you say at first, the better. However, you will have to cooperate with your insurance company because your insurance policy says that you must. So, how do you walk that thin line?

When you first report the accident, tell the person how the accident happened and that you are hurt. Be polite, but keep it short. The truth is, at this point you will have no idea what the exact nature and extent of your injuries are. For that reason, just tell them that you intend to keep treating for your injuries and you will keep them posted. If you have UM Insurance (Uninsured/Underinsured Motorist) you may be making a claim in the future with your own insurance. That’s why you don’t want to make any statements as to how bad your injuries are at this point. The time will come when you send in your Demand Letter. That is the point where you provide all the information you can.

Before you get off the phone with your insurance company, make sure you get the PIP Adjustor’s phone number, fax number, mailing address and claim number. You will need this

information when you communicate in the future. If you have UM Insurance, ask for the UM Adjustor's contact information as well.

**“I used to go away for weeks in a state of confusion.”
— Albert Einstein**

UNDERSTANDING YOUR INSURANCE POLICY

After your car accident, it probably comes as no surprise that you need to understand what kind of benefits you have under your own policy. You might be thinking that because you didn't cause the accident, your insurance doesn't need to be involved at all. Well, that would not be accurate. In many states which are known as “no fault states,” it will still be your own car insurance that pays first for your medical bills. The current states with some form of “No Fault” insurance laws are the District of Columbia, Florida, Hawaii, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, New Jersey, New York, North Dakota, Pennsylvania and Utah. Also, if the person who hit you has no insurance, or at the very least, inadequate insurance, you need to know if your own policy can pick up the slack.

What you need to do is request a copy of your Insurance Policy Declarations Page. This will spell out exactly what benefits you are entitled to with your car insurance. Your Insurance Policy Declarations Page receive will look something like this:

COVERAGE	LIMITS OF LIABILITY
Bodily Injury	\$100,000/ \$300,000 Per Person/ Accident
Property Damage	\$50,000 Per Accident
Personal Injury Protection	\$10,000 Overall Maximum
Basic Medical Expenses	80% of Expenses
Basic Work Loss	60% of Expenses
Uninsured Motorist Bodily Injury	\$100,000/ \$300,000 Per Person/ Accident
Comprehensive	Deductible \$1,000
Collision	Deductible \$1,000

You are probably looking at this and saying, “Great – this doesn’t help me at all.” Well, let me explain what each of these terms means before you come to any rash decisions.

Bodily Injury: This type of insurance does not protect you or your car directly. Bodily Injury comes into play if and when you cause an accident and you injure or kill someone while driving your car. Bodily Injury protection will also make sure your car insurance will provide a legal defense for you if another party files a lawsuit against you because of an accident you caused. So, let’s say you cause an accident and as a result, two other people are seriously injured. Based on the sample Insurance Policy Declarations Page above, your car insurance will pay each of those people a maximum of \$100,000 for their injuries (and will provide a legal defense for you up to those amounts).

Property Damage: This type of insurance will pay to fix someone else’s property which you damaged as a result of an accident. For example, let’s say you hit another car and caused \$20,000 worth of damage to the car and \$10,000 worth of damage to a fence. Using the sample Insurance Policy Declarations Page above, your car insurance will pay for all of those damages (with \$20,000 to spare). Property Damage coverage will also provide a legal defense if the other party files a lawsuit against you because of the damage you caused.

Personal Injury Protection: This type of coverage usually pays for the medical expenses of the injured driver and passengers in your car. If you are in a “No-Fault” state like Florida, it doesn’t matter who caused the accident. Either way, the Personal Injury Protection coverage will pay for your medical bills first (before your health insurance comes into play). Using the example above, Personal Injury Protection will pay up to a maximum of \$10,000.

Basic Medical Expenses: In the sample Insurance Policy Declarations Page above, it says “80%.” What this means is that the Personal Injury Protection coverage will only pay 80% of the

medical bills (up to a maximum of \$10,000). So, if you have a medical bill for \$100, the Personal Injury Protection coverage will pay \$80 and you are responsible for the remaining \$20.

Basic Work Loss: Basic Work Loss coverage reimburses you for the days you missed from work. In the sample Insurance Policy Declarations Page above, it says “60%.” What this means with Basic Work Loss Coverage is that if you miss work as a result of an accident, your insurance will reimburse you for the money you lost at 60%. So, if you make \$100 a day at work, your insurance will give you \$60 for each day you missed.

Medical Payment Coverage: This is also known as “Med Pay” or “MPC.” Medical Payment Coverage pays for your medical bills over and above what Personal Injury Protection pays. For example, if you have a \$100 medical bill and your Personal Injury Protection paid 80% of it, the Med Pay coverage would pay the remaining \$20.

Uninsured Motorist Bodily Injury: This is also known as “UM” Insurance. This pays for your injuries caused by an uninsured driver or an underinsured driver (and sometimes even a hit-and-run driver). Let’s say you get hit by a car which only has \$10,000 worth of Bodily Injury coverage. However, your injuries are worth far more than \$10,000. Your UM Insurance will pay you for your injuries over and above what the other insurance will pay you.

Comprehensive: This type of insurance coverage pays for losses resulting from incidents other than collision. For example, Comprehensive insurance would cover damage to your vehicle if it was stolen, stuck in a flood or caught in a fire.

Collision: This is the type of coverage which pays for your car repairs after you were in an accident.

“It isn't against the Law to be an idiot.”

— Cassandra Clare

**SPEAKING TO THE OTHER PERSON'S CAR INSURANCE
(THE CLAIM ADJUSTOR)**

As I said before, it's good to call your own insurance within 72 hours of the accident. What about the other guy's insurance? Well, you're going to need to notify them as well that you intend to make a claim for your injuries. As an example, let's say that you looked at the police report and see the other person had State Farm Insurance. You're going to have to say something to them eventually, so in my opinion, your best bet is to call them first. Go online, google “State Farm Claims” and look for the Claims phone number.

When you call the Claims number, a Claims Adjustor will come on the phone and ask how they can help you. You want to be polite, but keep your conversation very short and simple. Tell the adjustor that you were in an accident and you don't know if their insured (the “other guy”) notified them of the accident. They will ask what happened and you should keep it very basic. State just the facts that are open and obvious on the police report.

Tell the Claims Representative that you were injured and you intend to make a claim for compensation of your injuries once you are done treating. They will ask where you are hurt and you should keep it straightforward, but vague. Tell them, for example, that your back and neck hurts and you will provide more information down the road when it becomes available. You don't want to go into specifics here. It is very possible that you have no idea what the full extent of your injuries are at this point. You certainly don't want to go on record as saying what you believe to be is your precise medical diagnosis and exclude other injuries which may become apparent in the future.

The adjustor you are speaking to on the phone, or another person in the future, will try to get more information from you. You do not need to tell them anything more personal than your name, phone number and home address. There is no need to go into lost income, the fact that you can't have sex anymore, or any other personal details at this point. The time will come when you will reveal all of these facts. Now is not the time. You do not want to provide any specific information until you know the full scope of what you had to go through. Otherwise, you could accidentally say something that could be counterproductive to your claim.

I said it before, but I will say it again. Be polite. I have always believed that you get a whole lot farther with a spoon full of sugar than you do with a spoon full of spit. In other words, treat the adjustor in a manner that you would like to be treated. It's possible that at this point, you are angry, depressed and want revenge. The Claims Adjustor is not the person to take your emotions out on. This is not the person who caused your injuries. This is a person who, with a little good will, can make your experience, and your claim, go a lot better.

An adjustor may also ask you to give a "Recorded Statement" where you will tell them what happened while they record what you say. Tell them that you will be happy to give the basics of the accident, but your investigation is still ongoing and so you don't want to go into any specifics yet.

The adjustor will also most likely ask you about witnesses. If you do have any, tell the adjustor that there may be witnesses, but you are still working on getting all of the details. You don't want to give the adjustor too much information about any potential witnesses at this point. Remember, the time will come to. However, now is not the time.

One other point about initial conversations with the Claims Adjustors. They may try to get you to settle the case early. Do not, I repeat, do not settle your claim early. Wait until you are

done treating for your injuries and you know what all of your outstanding medical bills are. By settling early, the only person you are hurting is yourself. By waiting until the end, you will have a much better idea of what the actual value of your case is.

The Claims Adjustor may try to get you to sign forms at the beginning of your claim. Don't do it. There is no reason for you to be signing forms at this point. They may try to slip in medical authorizations and releases. That will not help you one bit to sign them at the beginning of your claim. Keep in mind, this is with regard to the car insurance of the person who hit you. If your car insurance asks you to sign forms, you don't have much choice. Chances are, your policy states that you will comply with all requests.

The best habit to get into is to take notes whenever you speak to an adjustor. Write down the date and time, the name of the person you are speaking with and notes of the conversation. At the end of the conversation, ask who the specific Claim Adjustor will be for your accident and what that person's contact information is. Also make sure you get the claim number so that you can identify your case to any person at the insurance company.

Additionally, if you came to any kind of agreement with the claims adjustor over the phone, it is a good idea to send a confirmation letter. In the letter, you would simply say something along the lines of, "Based upon our phone conversation of July 5th, it is my understanding that...."

“Any fool can make a rule, and any fool will mind it.”

— Henry David Thoreau

THE POLICE REPORT

Get the Police Officer to give you some kind of documentation at the scene of the accident. This will usually take the form of a one-page report or a business card. Either way, you will be able to see the crash-report number, the police agency name and the particular police officer who was at the scene. This information is important so that you can get the full report as soon as it is done.

If you police officer gives you a one page report (as opposed to just a business card), you will be able to get to work immediately. On this “Short Form,” you will see names, cars, date of birth, license plate number, VIN number, address, phone number, insurance company and insurance policy number. This doesn’t describe the accident, provide a whole lot of detail or state whether any tickets were given out.

If you didn’t get the short form, you will need to wait 7-14 days before the full report provides you with this information. An interesting point is the designation of “Vehicle #1” and “Vehicle #2” in the report. Typically, but not always, the car that is put as “Vehicle #1” is the car that is responsible for the accident.

The Police Report is important because if done properly, it will give you a complete picture of everything involved with the claim. The following pages will show you an example of a police report. I inserted letters to designate the different portions which I want you to pay close attention to. I then explain why each part is important.

FLORIDA TRAFFIC CRASH REPORT
LONG FORM SHORT FORM UPDATE

HIGHWAY SAFETY & MOTOR VEHICLES,
TRAFFIC CRASH RECORDS
NEIL KIRKMAN BUILDING, TALLAHASSEE, FL 32399-0537

(Electronic Version)

Date of Crash 20/Jul/2013 06:53 PM A	Time of Crash 20/Jul/2013 06:53 PM	Date of Report 20/Jul/2013 11:01 PM	Invest. Agency Report Number FHPD13OFF061000	HSMV Crash Report Number 12345678 B
--	---------------------------------------	--	---	---

CRASH IDENTIFIERS

County Code 07	City Code 46	County of Crash ORANGE	Place or City of Crash ORLANDO C	Within City Limits No	Time Reported 20/Jul/2013 06:56 PM	Time Dispatched 20/Jul/2013 09:59 PM
Time on Scene 20/Jul/2013 10:48 PM	Time Cleared Scene 20/Jul/2013 11:44 PM	Completed Yes	Reason (if Investigation NOT Completed)			Notified By Law Enforcement

ROADWAY INFORMATION

Crash Occured On Street, Road, Highway INTERSTATE 4 (STATE ROAD 400) EXIT RAMP D		At Street Address#	At Latitude and Longitude 28.379522016504002 -81.504328694342505
At Feet 400 D	Or Miles	Direction East D	From Intersection With Street, Road, Highway STATE ROAD 539(APOPKA VINELAND ROAD) D
Road System Identifier 1 Interstate	Type Of Shoulder 1 Paved	Type Of Intersection 1 Not at Intersection	

CRASH INFORMATION (Check if Pictures Taken)

Light Condition 4 Dark-Lighted	Weather Condition 3 Rain E	Roadway Surface Condition 2 Wet E	School Bus Related 1 No	Manner Of Collision 1 Front to Rear F
First Harmful Event Type	First Harmful Event 14	First Harmful Event Location 1 On Roadway	Within Interchange Yes	First Harmful Event Relation to Junction 14 Entrance/Exit Ramp
Contributing Circumstances: Road 1 None		Contributing Circumstances: Road		Contributing Circumstances: Road
Contributing Circumstances: Environment 1 None		Contributing Circumstances: Environment		Contributing Circumstances: Environment
Work Zone Related 1 No	Crash In Work Zone	Type Of Work Zone	Workers In Work Zone	Law Enforcement In Work Zone

VEHICLE (Check if Commercial)

Vehicle 1 G	Motor Vehicle Type 1 Vehicle in Transport	Hit and Run 1 No	Veh License Number ABC123 H	State FL	Reg. Expires 30/Jan/2014	Permanent Reg. No	VIN 1GN5CJE0AB123456 J		
Year 2013	Make CHEV	Model SUBURBAN	Style UT	Color BLK	Extent of Damage Minor K	Est. Damage 500 L	Towed Due To Damage No M	Vehicle Removed By	Retain
Insurance Company CENTURY 21 INS CO N			Insurance Policy Number N 987654321						
Name of Vehicle Owner (Check Box if Business) LLC INCORPORATED <input checked="" type="checkbox"/> O			Current Address (Number and Street) 123 CORPORATE DRIVE, #1 O			City and State TULSA OK		Zip Code 74117-0000	
Trailer One:	License Number	State	Reg. Expires	Permanent Reg.	VIN	Year	Make	Length	Axes
Trailer Two:	License Number	State	Reg. Expires	Permanent Reg.	VIN	Year	Make	Length	Axes
Vehicle Traveling:	Direction West	On Street, Road, Highway I-4 WB MM66 EXIT RAMP				At Est. Speed 30	Posted Speed 60	Total Lanes 6	
CMV Configuration			Cargo Body Type			Area of Initial Impact		Most Damaged Area	
Comm GVWR/GCWR			Trailer Type (trailer one)		Trailer Type (trailer two)				
Haz. Mat. Release	Haz. Mat. Placard	Number	Class						
Motor Carrier Name			US DOT Number						
Motor Carrier Address			City and State			Zip Code		Phone Number	
Comm./Non-Commercial	Vehicle Body Type 16 (Sport) Utility Vehicle	Vehicle Defects (one) 1 None		Vehicle Defects (two)		Emergency Vehicle Use 1 No	Special Function of MV 1 No Special Function		
Vehicle Maneuver Action 1 Straight Ahead	Trafficway 4 Two-Way, Divided, Positive Median Barrier	Roadway Grade 1 Level	Roadway Alignment 1 Straight	Most Harmful Event 2 Collision with Non-Fixed Object		Most Harmful Event Detail 14 Motor Vehicle in Transport			
Traffic Control Device For This Vehicle 1 No Controls	First (1) Sequence of Events 2 Collision with Non-Fixed Object 14 Motor Vehicle in Transport		Second (2) Sequence of Events		Third (3) Sequence of Events		Fourth (4) Sequence of Events		

VEHICLE (Check if Commercial)

Vehicle 2 P	Motor Vehicle Type 1 Vehicle in Transport	Hit and Run 1 No	Veh License Number DEF678 Q	State NY	Reg. Expires 21/Jan/2014	Permanent Reg. No	VIN 4T1BF3A0SCD678912 R		
Year 2011	Make TOYOT	Model CAMRY	Style 4D	Color GLD	Extent of Damage Minor T	Est. Damage 3000 U	Towed Due To Damage No V	Vehicle Removed By	Retain
Insurance Company ALLSTATE INS CO W			Insurance Policy Number X 00123456789						

Date of Crash 20-Jul-2013 06:53 PM	Date of Report 20-Jul-2013 06:53 PM	Invest Agency Report Number FHPD13OFF-061000	HSMV Crash Report Number 12345678
---------------------------------------	--	---	--------------------------------------

Name of Vehicle Owner (Check Box if Business) <input type="checkbox"/>	Current Address (Number and Street) 105 28 TH MANOR	City and State BOCA RATON, FL	Zip Code 33433
--	---	----------------------------------	-------------------

Trailer One: License Number	State	Reg. Expires	Permanent Reg.	VIN	Year	Make	Length	Axles
-----------------------------	-------	--------------	----------------	-----	------	------	--------	-------

Trailer Two: License Number	State	Reg. Expires	Permanent Reg.	VIN	Year	Make	Length	Axles
-----------------------------	-------	--------------	----------------	-----	------	------	--------	-------

Vehicle Traveling: West	On Street, Road, Highway	I-4 WB MM60 EXIT RAMP	At Est. Speed	Posted Speed 60	Total Lanes 0
-------------------------	--------------------------	-----------------------	---------------	--------------------	------------------

CMV Configuration	Cargo Body Type	Area of Initial Impact	Most Damaged Area
-------------------	-----------------	------------------------	-------------------

Comm GVWR/GCWR	Trailer Type (trailer one)	Trailer Type (trailer two)	
----------------	----------------------------	----------------------------	--

Haz. Mat. Release	Haz. Mat. Placard	Number	Class
-------------------	-------------------	--------	-------

Motor Carrier Name	US DOT Number
--------------------	---------------

Motor Carrier Address	City and State	Zip Code	Phone Number
-----------------------	----------------	----------	--------------

Comm/Non-Commercial	Vehicle Body Type 1 Passenger Car	Vehicle Defects (one) 1 None	Vehicle Defects (two)	Emergency Vehicle Use 1 No	Special Function of MV 1 No Special Function
---------------------	--------------------------------------	---------------------------------	-----------------------	-------------------------------	---

Vehicle Maneuver Action 13 Stopped in Traffic	Trafficway 4 Two-Way, Divided, Positive Median Barrier	Roadway Grade 1 Level	Roadway Alignment 1 Straight	Most Harmful Event 2 Collision with Non-Fixed Object	Most Harmful Event Detail 14 Motor Vehicle in Transport
--	---	--------------------------	---------------------------------	---	--

Traffic Control Device For This Vehicle 1 No Controls	First (1) Sequence of Events 2 Collision with Non-Fixed Object	Second (2) Sequence of Events	Third (3) Sequence of Events	Fourth (4) Sequence of Events
--	---	-------------------------------	------------------------------	-------------------------------

First (1) Sequence of Events 14 Motor Vehicle in Transport	Second (2) Sequence of Events	Third (3) Sequence of Events	Fourth (4) Sequence of Events
---	-------------------------------	------------------------------	-------------------------------

PERSON RECORD

Person's Description 1 AA 1 Driver BB	Vehicle # 1 G	Name HELEN WRONGDOER CC	Date of Birth 23/JAN/1975 DD	Sex 2 Female EE	Phone Number 201-123-4567 FF	Re-Exam No
--	------------------	----------------------------	---------------------------------	--------------------	---------------------------------	---------------

Address 123 HOMEWARD BOUND GG	City CLIFTON GG	State NJ GG	Zip Code 07011 GG
----------------------------------	--------------------	----------------	----------------------

Driver License Number 1123456789076543 HH	State NJ	Expires 31/May/2016	DL Type 4 D/Chaufeur	Req. End 3 No Req Endorsement	Injury Severity 1 None DDD	Ejection 1 Not Ejected
--	-------------	------------------------	-------------------------	----------------------------------	-------------------------------	---------------------------

Restraint System 3 Shoulder and Lap Belt Used YY	Air Bag Deployed 2 Not Deployed	Holmet Use	Eye Protection 3 Not Applicable	Seating Location Seat 1 Left	Seating Location Row 1 Front	Seating Location Other
---	------------------------------------	------------	------------------------------------	---------------------------------	---------------------------------	------------------------

Drivers Actions at Time of Crash (first) 2 Operated MV in Careless or Negligent Manner II	Drivers Actions at Time of Crash (second)	Driver Distracted By 7 Inattentive II	Vision Obscured 1 Vision Not Obscured
--	---	--	--

Drivers Actions at Time of Crash (third)	Drivers Actions at Time of Crash (fourth)	Drivers Condition at Time of Crash 1 Apparently Normal
--	---	---

Suspected Alcohol Use 1 No	Alcohol Tested 1 Test Not Given	Alcohol Test Type	Alcohol Test Result	BAC	Suspected Drug Use 1 No	Drug Tested 1 Test Not Given	Drug Test Type	Drug Test Result
-------------------------------	------------------------------------	-------------------	---------------------	-----	----------------------------	---------------------------------	----------------	------------------

Source of Transport to Medical Facility 1 Not Transported JJ	EMS Agency Name or ID	EMS Run Number	Medical Facility Transported To
---	-----------------------	----------------	---------------------------------

Source of Transport to Medical Facility 1 Not Transported JJ	EMS Agency Name or ID	EMS Run Number	Medical Facility Transported To
---	-----------------------	----------------	---------------------------------

PERSON RECORD

Person's Description 5 KK 3 Passenger LL	Vehicle # 1 G	Name JEN PASSENGER MM	Date of Birth 29/MAR/1979	Sex 2 Female	Injury Severity 1 None DDD	Ejection 1 Not Ejected
---	------------------	--------------------------	------------------------------	-----------------	-------------------------------	---------------------------

Address 5601 BLVD EAST APT 201	City WEST NEW YORK	State NJ	Zip Code 07093
-----------------------------------	-----------------------	-------------	-------------------

Restraint System 3 Shoulder and Lap Belt Used YY	Air Bag Deployed 2 Not Deployed	Holmet Use	Eye Protection 3 Not Applicable	Seating Location Seat 1	Seating Location Row 3	Seating Location Other
---	------------------------------------	------------	------------------------------------	----------------------------	---------------------------	------------------------

Source of Transport to Medical Facility 1 Not Transported JJ	EMS Agency Name or ID	EMS Run Number	Medical Facility Transported To
---	-----------------------	----------------	---------------------------------

Source of Transport to Medical Facility 1 Not Transported JJ	EMS Agency Name or ID	EMS Run Number	Medical Facility Transported To
---	-----------------------	----------------	---------------------------------

PERSON RECORD

Person's Description 3 NN 3 Passenger LL	Vehicle # 1 G	Name ANNE PASSENGER OO	Date of Birth 30/DEC/1967	Sex 2 Female	Injury Severity 1 None DDD	Ejection 1 Not Ejected
---	------------------	---------------------------	------------------------------	-----------------	-------------------------------	---------------------------

Address 987 BOULEVARD WAY	City UNION CITY	State NJ	Zip Code 07087
------------------------------	--------------------	-------------	-------------------

Restraint System 3 Shoulder and Lap Belt Used YY	Air Bag Deployed 2 Not Deployed	Holmet Use	Eye Protection 3 Not Applicable	Seating Location Seat 1	Seating Location Row 2	Seating Location Other
---	------------------------------------	------------	------------------------------------	----------------------------	---------------------------	------------------------

Source of Transport to Medical Facility 1 Not Transported JJ	EMS Agency Name or ID	EMS Run Number	Medical Facility Transported To
---	-----------------------	----------------	---------------------------------

Source of Transport to Medical Facility 1 Not Transported JJ	EMS Agency Name or ID	EMS Run Number	Medical Facility Transported To
---	-----------------------	----------------	---------------------------------

PERSON RECORD

Date of Crash 20 Jul 2013 06:53 PM	Date of Report 20 Jul 2013 06:53 PM	Invest Agency Report Number FHPD13OFF061000	HSMV Crash Report Number 12345678
---------------------------------------	--	--	--------------------------------------

Person# 2 PP	Description 3 Passenger LL	Vehicle # 1 G	Name MARK PASSENGER QQ	Date of Birth 08/FEB/1948	Sex 1 Male	Injury Severity 1 None DDD	Ejection 1 Not Ejected
Address 22 LIVEHERE WAY			City CLIFTON		State NJ	Zip Code 07011	
Restraint System 3 Shoulder and Lap Belt Used YY	Air Bag Deployed 2 Not Deployed	Helmet Use	Eye Protection 3 Not Applicable	Seating Location Seat 3	Seating Location Row 1	Seating Location Other	
Source of Transport to Medical Facility 1 Not Transported JJ	EMS Agency Name or ID		EMS Run Number		Medical Facility Transported To		

PERSON RECORD

Person# 4 RR	Description 3 Passenger LL	Vehicle # 1 G	Name PATRICE PASSENGER SS	Date of Birth 05/APR/1982	Sex 2 Female	Injury Severity 1 None DDD	Ejection 1 Not Ejected
Address 10632 ILIVEHERE WAY			City WEST NEW YORK		State NJ	Zip Code 07093	
Restraint System 3 Shoulder and Lap Belt Used YY	Air Bag Deployed 2 Not Deployed	Helmet Use	Eye Protection 3 Not Applicable	Seating Location Seat 3	Seating Location Row 2	Seating Location Other	
Source of Transport to Medical Facility 1 Not Transported JJ	EMS Agency Name or ID		EMS Run Number		Medical Facility Transported To		

PERSON RECORD

Person# 6 TT	Description 3 Passenger LL	Vehicle # 1 G	Name SANDY PASSENGER UU	Date of Birth 06/JUN/1949	Sex 2 Female	Injury Severity 1 None DDD	Ejection 1 Not Ejected
Address 1423 BUILDING 1 DRIVE			City UNION CITY		State NJ	Zip Code 07087	
Restraint System 3 Shoulder and Lap Belt Used YY	Air Bag Deployed 2 Not Deployed	Helmet Use	Eye Protection 3 Not Applicable	Seating Location Seat 3	Seating Location Row 3	Seating Location Other	
Source of Transport to Medical Facility 1 Not Transported JJ	EMS Agency Name or ID		EMS Run Number		Medical Facility Transported To		

PERSON RECORD

Person# 7 VV	Description 1 Driver BB	Vehicle # 2 P	Name CHARLIE CLAIMANT Y	Date of Birth 06/NOV/1973 WW	Sex 1 Male	Phone Number 561-987-654	Re-Exam No
Address 106 28TH MANOR Z		City BOCA RATON Z	State FL Z	Zip Code 33433 Z			
Driver License Number C123456789876 XX	State FL	Expires 02/Sep/2019	DL Type 5 E/Operator	Req. End. 3 No Req Endorsement	Injury Severity 1 None DDD	Ejection 1 Not Ejected	
Restraint System 3 Shoulder and Lap Belt Used YY	Air Bag Deployed 2 Not Deployed	Helmet Use	Eye Protection 3 Not Applicable	Seating Location Seat 1 Left	Seating Location Row 1 Front	Seating Location Other	
Drivers Actions at Time of Crash (first) 1 No Contributing Action ZZ		Drivers Actions at Time of Crash (second)			Driver Distracted By 1 Not Distracted AAA	Vision Obstruction 1 Vision Not Obscured	
Drivers Actions at Time of Crash (third)		Drivers Actions at Time of Crash (fourth)			Drivers Condition at Time of Crash 1 Apparently Normal		
Suspected Alcohol Use 1 No	Alcohol Tested 1 Test Not Given	Alcohol Test Type	Alcohol Test Result	BAC	Suspected Drug Use 1 No	Drug Tested 1 Test Not Given	Drug Test Type Drug Test Result
Source of Transport to Medical Facility 1 Not Transported JJ	EMS Agency Name or ID		EMS Run Number		Medical Facility Transported To		

PERSON RECORD

Person# 8 BBB	Description 3 Passenger LL	Vehicle # 2 P	Name STEVEN PASSENGER CLAIMANT CCC	Date of Birth 07/JUL/1951 LLL	Sex 1 Male	Injury Severity 1 None DDD	Ejection 1 Not Ejected
Address 106 28TH MANOR Z		City BOCA RATON Z		State FL Z	Zip Code 33433-4144 Z		
Restraint System 3 Shoulder and Lap Belt Used YY	Air Bag Deployed 2 Not Deployed	Helmet Use	Eye Protection 3 Not Applicable	Seating Location Seat 3	Seating Location Row 1	Seating Location Other	
Source of Transport to Medical Facility 1 Not Transported JJ	EMS Agency Name or ID		EMS Run Number		Medical Facility Transported To		

VIOLATIONS

Person# 1 AA	Name HELEN WRONGDOER CC	Florida Statute Number 316.646(1) EEE	Charge NO PROOF OF INSURANCE FFF	Citation ABC12345 GGG
Person# 1 AA	Name HELEN WRONGDOER CC	Florida Statute Number 316.1925(1) HHH	Charge CARELESS DRIVING III	Citation ABC12346 JJJ

NARRATIVE

Date of Crash 20 Jul 2013 06:53 PM	Date of Report 20 Jul 2013 06:53 PM	Invest Agency Report Number FHPD13OFF061000	HSMV Crash Report Number 12345678
---------------------------------------	--	--	--------------------------------------

ID Number	Rank	Name	Troop / Post	Officer Agency	Phone Number	Date Created
9012	TROOPER	J.J YOUNG	D	FLORIDA HIGHWAY PATROL	386-736-6360	Jul 20, 2013

V01 and V02 were traveling westbound on the Interstate 4 exit ramp in the right travel lane. V02 was ahead of V01 and came to a complete stop for traffic ahead. V01 failed to stop and the front of V01 collided with the rear of V02. Both vehicles were removed from final rest and traveled onto the Waffle House parking lot prior to my arrival.

KKK

IMPORTANT PARTS OF THE POLICE REPORT

- A: The Date and Time of the Crash
- B: The Crash Report Number
- C: The City Where the Crash Happened
- D: The Actual Location Where the Crash Happened
- E: The Weather and Road Conditions When the Accident Happened
- F: The Manner of Collision (In This Report, the Police Report States “Front to Rear”)
- G: Vehicle 1 (This is the First Car in the Accident – Typically, This is the Car at Fault)
- H: Vehicle 1’s License Plate Number
- I: Vehicle 1’s Year, Make, Model and Color
- J: Vehicle 1’s VIN
- K: The Extent of Damage to Vehicle 1 (In This Report, the Police Report States “Minor”)
- L: Estimated Damage to Vehicle 1 (In This Report, the Police Report States “\$500”)
- M: States Whether Vehicle 1 Had To Be Towed Away After the Accident
- N: Vehicle 1’s Car Insurance Company and Policy Number
- O: The Owner of Vehicle 1 and Address (In This Case, It’s a Company)
- P: Vehicle 2 (This is the Second Car in the Accident – Typically, This is Your Car)
- Q: Vehicle 2’s License Plate Number (Typically, This is Your License Plate)
- R: Vehicle 2’s VIN (Typically, This is Your VIN)
- S: Vehicle 2’s Year, Make, Model and Color
- T: The Extent of Damage to Vehicle 2 (Once Again, the Police Report States “Minor”)
- U: Estimated Damage to Vehicle 2 (Notice That the Police Report States “\$3,000.” Would You Consider This Minor?)
- V: States Whether Vehicle 2 Had To Be Towed Away After the Accident

IMPORTANT PARTS OF THE POLICE REPORT - CONTINUED

- W: Vehicle 2's Car Insurance Company (Typically, Your Insurance)
- X: Vehicle 2's Insurance Policy Number (Typically, Your Policy Number)
- Y: The Owner of Vehicle 2 (This is Typically Where You Will Find Your Name)
- Z: The Owner's Address of Vehicle 2 (This is Typically Where You Will Find Your Address. This is Also the Address of the Passenger in Vehicle 2)
- AA: Person 1 (This is the Driver of Vehicle 1)
- BB: Description of Person 1 (Here it Says "Driver")
- CC: Name of Person 1
- DD: Date of Birth of Person 1
- EE: Sex of Person 1
- FF: Person 1's Phone Number
- GG: Person 1's Address
- HH: Person 1's Driver License Number
- II: Drivers Action at Time of Crash (This is Very Important. Note That the Police Report States for Person 1 "Operated Motor Vehicle in Careless or Negligent Manner." Even if the Police Officer Doesn't Issue Tickets to Anyone, He is Still Saying Who is At Fault for the Accident)
- JJ: Says Whether the Person Was Transported to the Hospital
- KK: Person 5 (This is a Passenger in Vehicle 1)
- LL: Description of Person 5 (Here it Says "Passenger")
- MM: Name of Person 5
- NN: Person 3 (This is Another Passenger in Vehicle 1)
- OO: Name of Person 3
- PP: Person 2 (This is Another Passenger in Vehicle 1)

IMPORTANT PARTS OF THE POLICE REPORT - CONTINUED

- QQ: Name of Person 2
- RR: Person 4 (This is Another Passenger in Vehicle 1)
- SS: Name of Person 4
- TT: Person 6 (Believe it or Not, This is Another Passenger in Vehicle 1)
- UU: Name of Person 6
- VV: Person 7 (This is the Driver of Vehicle 2 – This is Typically You)
- WW: This is the Date of Birth of Person 7 (Typically This Will Be Your Birthday)
- XX: This is the Driver's License Number of Person 7
- YY: This States Whether a Seat Belt Was Used
- ZZ: Drivers Action of Time of Crash (You Will See the Police Report States That There Was No Contributing Action – In Other Words, Person 7 Was Not At Fault)
- AAA: This States Whether the Driver of Vehicle 2 Was Distracted or Not
- BBB: Person 8 (This is the Passenger in Vehicle 2)
- CCC: The Name of the Passenger in Vehicle 2
- DDD: Injury Severity (Typically the Police Report Will State "None" Here)
- EEE: This is the First Statute Which the Driver of Vehicle 1 Violated
- FFF: This is Exactly What the First Ticket is Being Written For With Driver 1
- GGG: This is the Citation Number
- HHH: This is the Second Statute Which the Driver of Vehicle 1 Violated
- III: This is Exactly What the Second Ticket is Being Written For With Driver 1
- JJJ: This is the Citation Number
- KKK: This is the Narrative of What Happened in the Accident. This is One of the Most Important Parts of the Report –It Describes What the Police Officer Believes Happened in the Accident

IMPORTANT PARTS OF THE POLICE REPORT - CONTINUED

LLL: Date of Birth of the Passenger in Vehicle 2

ADDITIONAL NOTES ABOUT THE POLICE REPORT

It looks confusing, but when you break down the police report section by section, it make a lot more sense. We see that Vehicle 1 had six people in it. Typically, this would be a red flag. However, this was a Chevrolet Suburban and more than six people can sit safely in this type of vehicle.

This was a rear-end hit – the best type for liability. It's real hard to say that the driver wasn't at fault when he slammed into the back of your car. Also, the driver received two tickets. The "no proof of insurance" isn't a big deal for liability purposes, but the "careless driving" ticket is very positive for your case. Once the driver's insurance company sees this on the police report, they will most likely accept liability almost immediately. Once that happens, they will pay to have your car fixed.

“We may brave human laws, but we cannot resist natural ones.”

— Jules Verne, *20,000 Leagues Under the Sea*

MEDICAL BILLS

You probably think that there is nothing to the medical bills – they will send them in the mail and that’s it, right? Wrong. Half the time, you won’t get your medical bills in the mail. And even if you do, that doesn’t necessarily mean that your car insurance is going to pay them. There is some work that needs to be done to ensure that you receive all of the bills and then have your car insurance pay them promptly.

If you went to the hospital, chances are you will receive three different bills – one for the emergency department, one for the physicians in the emergency department and one for the radiology department. If you were taken by paramedics to the hospital, you will have a separate bill with the fire department too. Then, if you saw a chiropractor, they will have a separate bill. Don’t forget about your MRIs – if you got an MRI, that’s another bill. We won’t even go into the possibility of surgery. If you have any kind of surgery done, then you will have separate bills for the surgeon, anesthesiologist, surgical center, any implant devices and perhaps even a surgical monitoring company.

Once you figure out all of the different providers who will have their own bills, you will want to contact them and make sure they have your car insurance information for proper billing. Make sure they have your claim number and claim adjuster contact information. Ask them to send you copies of the latest bills as well. Put these all in a folder and don’t do anything with them until you settle your claim.

Many times, the medical providers will ask for your health insurance information as well. As opposed to giving them that information, ask if they would be willing to have a Letter of Protection, also known as an LOP, instead. This is a form which simply says you promise to pay them the remaining balance out of the settlement of the case. Most medical providers will have their own LOPs that they can give you to sign. The reason you would want to do this is because you can negotiate your medical bills with the doctors. If your health insurance pays the bills, many times they will want full reimbursement of anything they paid. This is what is called a subrogation lien. On the next page is an example of a Letter of Protection.

LETTER OF PROTECTION

RE: Client: Charlie Claimant
Health Provider: Dr. John Chiropractor
123 Lake Worth Road, Lake Worth, FL 33467
(561) 123-1234
doc@johnchiropractor.com
Date of Accident: 5/30/2013

Protection of Outstanding Charges:

If the above named client recovers money damages from any person or entity responsible for charges incurred by the above named health provider, he agrees to withhold from any check any and all undisputed charges owed to you in connection with the accident or event giving rise to and covered by the recovery, and not covered by any collateral source.

Amount Protected:

It is the health provider's obligation to furnish client with periodic updates of outstanding charges. Otherwise, he will rely on previously received records in seeking payment from the tortfeasor for reimbursement.

Balance Confirmation:

Client will use best efforts to request balance confirmation when recovery is imminent. If client fails to receive a written response within five days of mailing, he will presume that the balance has been paid in full.

Pro Rata Distribution If Inadequate Recovery:

If the net recovery is less than the total outstanding charges owed to all health providers covered by a Letter of Protection or any other lien holder, such funds will be distributed on a Pro Rata basis.

Our Responsibility on Forensic Services:

Client acknowledges independent responsibility to the health care provider for charges incurred for medical records.

Disputes:

If client disputes any of your outstanding charges or claims a setoff and the issue is unable to be resolved, client will deposit the amount of the disputed charge/setoff into the court registry for judicial determination.

Charlie Claimant

Date

“Are you planning to follow a career in Magical Law, Miss Granger?” asked Scrimgeour.

“No, I’m not,” retorted Hermione. “I’m hoping to do some good in the world!”

— J.K. Rowling, *Harry Potter and the Deathly Hallows*

RECORDS

Once you are done treating, your next step will be putting together your demand package. We’ll discuss that more in detail later. What’s important to know now is that you will need a copy of all of your medical records from every appointment. This includes the hospital records (if you went), and anyone else you went to. This could include chiropractic records, orthopedist records, dental records and even records from your primary care physician.

Don’t worry about the records until you are done treating. Once that happens, you will send out a Request for Medical Records and a Request for Billing Statement. You will also have to send an Authorization with the request. This allows the medical provider to release the records to you.

Some doctors will provide the copies free of cost and will even email it or fax it if you ask them. Others will have a copy company provide the records and charge you up to a \$1.00 a page. Either way, you will need the records and so will have to pay the charge if there is one.

On the next three pages, you will find an example of a Request for Medical Records/ Billing Statement and an Authorization Form.

REQUEST FOR MEDICAL RECORDS AND BILLING STATEMENT:

Leesburg Regional Medical Center
Attn: Records
600 E. Dixie Ave.,
Leesburg, FL 34748
(352) 751-8846 (phone)
(352) 751-2554 (fax)

RE: Patient: Charlie Claimant
Date of Service: January 26, 2014

To Whom It May Concern,

My name is Charlie Claimant and I was a patient at the Leesburg Regional Medical Center on January 26, 2014. Kindly send me a copy of my medical records and billing statements from my date of service. I have attached an executed Authorization Form to this request.

Thank you so much for your assistance.

Sincerely,

Charlie Claimant

PERSONAL AUTHORIZATION FOR MEDICAL RECORDS:

Patient Name: _____

Patient Social Security Number: _____

Patient Date of Birth: _____

Patient Address: _____

Patient Phone Number: _____

Patient Fax Number: _____

Patient Email Address: _____

I hereby request _____ (name of facility or doctor's office) to provide me with copies of my entire medical record and billing statements, and the protected health information within them.

The address and phone number of the facility or doctor's office is:

The purpose of this request is for personal use.

The description of the specific protected health information to be accessed and/or disclosed: **My complete medical record and billing statements.**

I understand that if I request a copy of the protected health information specified herein or agree to a summary or explanation of such information, the healthcare provider or facility may impose a reasonable, cost-based fee for such access.

I understand that if I am denied access to all or a portion of my protected health information, the protected health information that I have been denied access to may not be disclosed as authorized in this Form.

I understand that the protected health information specified above may include mental health, substance abuse (e.g., drugs, alcohol) and/or HIV/AIDS status information, diagnostic and treatment records.

I understand this Form is revocable upon written notice to the healthcare provider or facility, but if I do, it will not have any effect on any actions the healthcare provider or facility took before it received the revocation.

Unless otherwise revoked, this authorization will expire on the following date, event or condition: _____ . If I fail to specify an expiration date, event or condition, this authorization will expire 1 year from the date signed.

I understand that all records will be mailed unless specified.
_____ **I will pick up my records at the facility.**

I understand that signing this Form is completely voluntary and I am signing it under my own free will. I understand that the healthcare provider or facility will not condition treatment, payment, enrollment in any health plans or my eligibility for benefits if I decide not to sign this Form.

By signing this Form, I hereby authorize and permit the use and/or disclosure of my protected health information for the limited purpose(s), and in the limited manner, described in this Form. I understand I will receive a signed copy of this Form.

I AM THE PATIENT AND I UNDERSTAND AND AGREE TO THE PROVISIONS OF THIS FORM/AUTHORIZATION.

Printed Name of Patient

Patient's Signature

Date

Printed Name of Witness

Witness Signature

Date

“If you would know the value of money, go and try to borrow some.”

— Benjamin Franklin

WHAT YOUR CLAIM IS WORTH

Whenever I sign up a new client, he or she at some point will invariably ask me how much money his or her claim is worth. I always tell them the same thing – there’s no way to know at that point. I say this for of a few reasons. First and foremost, I don’t want to give a number and then ultimately settle the case for far less. This would lead to a disappointed and unhappy client. However, the truth of the matter is, there are quite a few variables which lead to the value of a case. In the very beginning, many of these variables are still unknown and because of that, the final value is still unclear.

As we discuss the value of a claim, what we are really talking about in this book is what an insurance adjustor would be willing to give you in order to settle your claim. In this book, we are not getting into jury verdicts. That’s because the purpose of this book is to show you how to settle a claim yourself prior to the commencement of litigation.

With that said, I now want to draw your attention to what will become your new favorite word: “damages.” The insurance company for the responsible party will pay you (or at the very least should pay you) for your damages. So, what are your damages? In plain speak, your damages are all the ways your life has been affected by the accident. It’s easy to put a dollar amount on some damages, like for instance, your medical bills and property damage. However, it becomes much more difficult to quantify other damages, like your pain and suffering. These things are all called compensatory damages because they are meant to compensate you and make you “whole

again.” In my opinion, this is another strange legal phrase because there is no way to truly make a permanently injured person whole again. However, money can make you feel just a tad bit better about all the horrible things you had to go through.

So, we have now mentioned medical bills, property damage (like car repairs or a broken cell phone) and pain and suffering as common forms of damages. There are other types of damages that you may want to be mindful of in your case too. Perhaps you had to take time off of work because you were incapacitated or had to go to doctor appointments. That loss of income is also a type of damage. Maybe you had a vacation planned but were unable to go. That loss of a social experience is also a type of damage. If you are in school and missed classes or tests, that would be loss of educational experiences damages. If you are married and couldn't be a normally supportive spouse with things like cooking, cleaning and helping out, that would constitute loss of family experiences damages.

You may have heard the phrase “loss of consortium.” In essence, this is the claim your spouse would have against the wrongdoer for hurting you. This generally refers to all of those things we just mentioned with family experiences damages. Loss of Consortium also includes sex and companionship too. It is extremely difficult to get an insurance adjustor to settle with your spouse for loss of consortium damages. Typically, this only comes into play after litigation is filed and the question is posed to the jury.

Another commonly pled type of damage is emotional damages. This includes stress, anxiety, depression, nightmares, etc. It is much more difficult to claim emotional damages because it is extremely hard to prove. If you made mention of any of these problems to any of your doctors and they documented it, then it becomes much easier to use.

There are also damages which include the need for future medical care. Let's say for instance that you hurt your back in a car accident and suffer from herniated disks. It is very probable that you will continue to suffer from that injury for the rest of your life. It won't be constant, but chances are you will need chiropractic or orthopedic care sporadically in the years to come. A projection of what those medical appointments and prescriptions will cost you should go into your compilation of damages.

Now that you know what the different types of damages are, it becomes a little easier to determine what your case is worth. You add up all the types of damages, throw in a number for pain and suffering and loss of experiences and determine what your damages will be in the future. A lot of these figures are subjective and so will vary between people. However, you will at least have a general idea of how you should value your case.

“A nickel ain't worth a dime anymore.”

— Yogi Berra

HOW INSURANCE ADJUSTORS VALUE YOUR CLAIM

Now that you have an idea of the approximate value of your personal injury claim, it's time to think about the insurance company again. Insurance companies don't value claims in the same way. They use formulas based upon “specials” and “multipliers.” I know, I know... more legal jargon.

Let's start with the concept of “specials.” At the end of a claim, the insurance adjustor will add up all of your medical bills, whether they have been paid or not. The grand total of your medical bills is what is known as medical special damages, or for short, just specials. They will use this number to determine the total value of your case.

What the adjustor does is take your specials and then use a “multiplier.” This simply means they will multiply the amount of your specials by a certain number. For a small injury, most adjustors will use a multiplier of 1.5 or 2. For example, let's say you had a grand total of \$10,000.00 in medical expenses. In a situation where the injuries are fairly insignificant, the adjustor will multiply \$10,000.00 by 1.5. This means they would offer \$15,000.00 to settle your case.

For more significant injuries, such as broken bones and those requiring surgery, the adjustor may use a much higher multiplier. Depending on the amount of pain you had to go through and if the injury is particularly long-lasting, the multiplier may go as high as 5. This is pretty unusual though. For most severe injuries, a typical settlement range is more in the neighborhood of a multiplier of 2.5 - 3.

That sounds pretty easy, right? Well the problem is when adjustors try to determine the actual out-of-pockets to compute the specials. Let's go back to the example of the case with \$10,000.00 in specials. A person may attach \$10,000.00 in medical bills to the Demand Package. However, adjustors know that the person will never actually pay \$10,000.00. Those bills are always negotiated. A person with that much in medical bills will most likely negotiate the bills down to \$4,000.00 - \$5,000.00 once the case settles. (We will get more into medical bill negotiation later in the book).

If the adjustor guesses that the claimant will only pay approximately \$5,000.00, many times they will use this estimate with the multiplier. The case will then get an offer to settle at \$7,500.00 (using a 1.5 multiplier) instead of \$15,000.00. I know this sounds confusing and is probably giving you flashbacks of high school algebra class. The reason this is important though is so you understand the different strategies of insurance adjustors when settling your case.

Please keep in mind that these numbers are estimates and each insurance company uses their own formula. Moreover, this will not be the first offer the insurance company makes. Typically, the insurance adjustor's first offer will be extremely low. They want to see if you will bite. You then get into the negotiation process (more to come later) and the offers will slowly rise with each piece of correspondence. The multiplier figure will most often be the highest the adjustor will pay after the negotiation process has run its course.

“In law, nothing is certain but the expense.”

— Samuel Butler

**HOW YOUR ACTIONS (OR LACK THEREOF) CAN
AFFECT YOUR AWARD**

We have now discussed how you will value your claim and the process by which insurance adjustors do the same. There is more to the story though... namely, how your actions, or inactions, affect the total value. The two key points I want you to pay attention to are the “percentage of fault” and whether there was the need to “mitigate” any damages. Yah, yah, yah – more legal mumbo jumbo.

We’re going to start with percentage of fault. We know you’re hurt and the value of your injuries reflect a certain number. However, it is quite possible that you were partially to blame for the accident. This is what is known as “comparative negligence.” Let’s give an example. You were walking down the street and not paying attention to where you were walking. There was a huge pothole in the street, you fell into it and became injured. Clearly the pothole was not your fault, right? Well, that’s true. However, the truth of the matter is that a normal person (or what the law calls a reasonably prudent person) would be paying attention to where they were walking. The adjustor can say in this situation that you were partially at fault for the accident because you weren’t paying attention. What the adjustor will do is assign a percentage of fault to you. Perhaps they will say that you were 25% at fault for the accident. The adjustor will then decrease the settlement offers by 25%.

Another key point to think about is failing to mitigate damages after an accident. This is a much rarer concept than percentage of fault. Failure to mitigate typically only comes into play

when you fail to take certain actions after an accident, and those inactions made the entire situation worse. For instance, maybe you were hurt after an accident and then for some unknown reason, wouldn't go to a doctor for your injuries. After waiting a long period of time, you do finally go to the doctor and he or she tells you that because you waited so long, your injuries are significantly worse. Like I said, this rare, but it has happened. The adjustor will say that it wasn't their fault that you failed to go to the doctor right away and therefore, they shouldn't be responsible for the increased damages you have suffered. You'll argue that it makes no difference because they are responsible for the injuries in the first place. Regardless, you don't want to get into this argument because it could potentially lower your settlement.

“Do your job and demand your compensation - but in that order.”

— Cary Grant

<p>WRITING YOUR DEMAND PACKAGE</p>

We have now gotten to what I believe is the most important part of the entire process – drafting your Demand Package. What is the Demand Package? Well, this is your chance to say to the insurance adjustor (of the at-fault party), in a light most favorable to you, everything that can be said about the accident, your injuries, your treatment and your damages.

In order to be prepared to draft the package, you need to compile everything you can which is related to your case. You want a copy of the Police Report, estimates of damage (like a vehicle repair estimate), copies of all medical records, copies of all medical bills and photographs. If it makes sense to your case, newspaper clippings, witness statements and excerpts from medical journals (explaining your injuries) may also be good too.

Once your Demand Package is done, you will want to send it to the Insurance Adjustor Certified Mail, Return Receipt Requested. The reason for this is you will be able to prove when you mailed it to the Adjustor as well as when he or she received it. This helps prevent the Adjustors from playing games with you and saying they never received it.

THE DEMAND PACKAGE INTRODUCTION

You start the Demand Package by addressing it to the adjustor, referencing the claim information and using an introductory paragraph. This should look something like this:

ABC Insurance Company

Attn: John Smith, Insurance Adjustor

P.O. Box 12345

Jacksonville, FL 32245

(800) 123-1934 x123456 (phone)

(866) 123-8129 (fax)

Re: Injured Party: Charlie Claimant

Your Insured: John Wrogdoer

Claim Number: 0300413242 RCL

Date of Accident: September 4, 2013

Dear Mr. Smith,

This summary and settlement proposal is submitted to assist in your evaluation of my injuries and to achieve an early and amicable resolution without the need for litigation.

THE DEMAND PACKAGE ACCIDENT DESCRIPTION

The next step is to describe the accident. You want to put in as much information as possible about how it happened. You will use the police report as well as your memory to write this section. This should look something like this:

On September 4, 2013, at approximately 1:40 PM, I, Charlie Claimant, 34, was the seat-belted driver of a 2010 Volkswagen Minivan travelling eastbound on PGA Blvd. It was a clear, dry day with very little traffic on the road. As I came to a stop at the intersection at Military Trail, your insured, John Wrongdoer, 71, driving a 2009 Chevrolet SUV, failed to pay attention and drive as a reasonably prudent driver would. As a result, Mr. Wrongdoer crashed into the back of the vehicle I was driving, causing severe damages. Mr. Wrongdoer immediately came over to my vehicle and stated that he was very sorry. He informed me that he was looking at his phone when the accident happened. 911 was called and the Palm Beach Gardens Police Department arrived on the scene of the accident. Your insured was cited for Careless Driving pursuant to Florida Statute §316.1925(1). Because of the nature and extent of the damages, Tommy Towing had to take my vehicle away on a flatbed truck. Additionally, my car had over \$7,000.00 in damages from the impact.

(See Exhibit 1 – Police Report)

(See Exhibit 2 – Photos)

(See Exhibit 3 – Repair Estimate)

THE DEMAND PACKAGE TREATMENT HISTORY

After your description of the accident, it's time for you to lay out all of the medical notes. If you were taken by ambulance, you start with the paramedic report, progress to the hospital records and then continue with the chiropractic and/or orthopedist records. You write in chronological order what every doctor you saw said to you.

There are many different styles to writing Demand Packages. Some lawyers like to put very little verbiage from the medical reports into their Demand. I, on the other hand, am the complete opposite. I like to paint a picture with the package. The best way to paint that picture is by incorporating a detailed account of your medical treatment. If you have a scanner, I recommend scanning all of the documents into your computer and converting them to Word Format. I then insert portions of those notes into the Demand. For your Demand Package, this section should look something like this:

Immediately after the accident, I felt dizzy, shaken-up and sore. I felt pain all along the left side of my body, as well as my head. Additionally, I began to feel pain in my neck and back.

Paramedics from Palm Beach Fire Rescue arrived on the scene of accident at 4:14 PM. Subjective: R17 dispatched to call and found 34 year old male complaining of pain to left side. Onset of event occurred 10 minutes prior to calling EMS. Patient was involved in a rear-end collision.

I underwent a full work-up, was put on a stretcher and taken to West Palm Hospital.

(See Exhibit 4 – Paramedic Report)

At 2:35 PM, I arrived at the West Palm Beach Hospital Emergency Room. The Hospital reported as follows:

ADMITTING DIAGNOSIS:

- *Contusion Face/ Scalp/ Back;*
- *Sprain of Neck;*
- *Contusion Shoulder;*
- *Motor Vehicle Collision; and*
- *Accident on Street/ Highway.*

Complaint: Shoulder Injury, Patient Driver Got Rear-Ended; C/O Pain Left Head, Shoulder, Left Side Neck.

Tenderness was noted in the following regions: Head/Eyes, Neck and Arm/Shoulders.

X-rays and Cat Scans were taken.

Primary Impression: Contusion Head.

Secondary Impressions: Cervical Strain, Contusion Left Shoulder.

I was prescribed Vicodin 500mg, given home instructions and told to follow-up with a physician.

(See Exhibit 5 – Hospital Records)

On September 7, 2013, I presented to Dr. Back of the All United Wellness Center. Dr.

Back reported as follows:

REASON FOR VISIT:

The above patient came in to All United Wellness Center for treatment and recommendations regarding rear-end automobile trauma. The patient comes in complaining of neck pain, mid and low back pain, left shoulder and arm pain, and left leg pain. This, according to the patient, was the result of being rear-ended by a car on 9/4/2013.

RENDITION OF AUTOMOBILE TRAUMA:

According to the patient, he was stopped at a red light. A car came from behind him and slammed into the back of his vehicle. The force of the impact injured the patient's left arm and shoulder, left leg, neck, midback, and low back. The patient was taken by ambulance to the West Palm Beach Hospital Emergency Room where he was evaluated, treated, and released. With continuance of pain and discomfort, the patient sought care in our facility.

PAST HISTORY:

In 2011, the patient had an automobile trauma in Philadelphia. He was treated in that state and returned back to normal function.

CURRENT COMPLAINTS:

Neck Pain - Patient is complaining of neck pain that is dull, achy, and throbbly on a constant basis with sharp components upon movement. The pain is anywhere from 8 to 9 on the 1-10 pain scale.

Left Shoulder and Arm Pain - Patient is complaining of left shoulder pain and left arm pain all the way down to the wrist. The pain is dull, achy, and throbbly, and is made worse by movement. The pain is anywhere from 7 to 8 on the 1-10 pain scale.

Left Hip and Leg Pain - Patient is complaining of left hip and leg pain to the ankle. The pain is dull, achy, and throbbly, and is made worse by movement. The pain is sharp and is anywhere from 7 to 9 on the 1-10 pain scale.

Mid Back Pain - Patient is complaining of midback pain that is dull, achy, and throbbly, and is made worse by movement and taking deep breaths. The pain is anywhere from 6 to 8 on the 1-10 pain scale.

Low Back Pain - Patient is complaining of low back pain that is dull, achy, and throbbing, which is made worse by movement and has a sharp component. The pain is anywhere from 7 to 9 on the 1-10 pain scale.

OBJECTIVE FINDINGS:

Postural analysis shows the patient with a head tilt to the right, a high left shoulder, a high left scapula, and a high left hip. There is palpable tenderness to the occipital bone left and right, the neck, the mid back, the low back, the left and right SI joints, the left acetabular region, the left lateral compartment of the knee and fibula, and the left ankle, as well as the left AC joint and left glenohumeral region. There is palpable muscle spasm and swelling noted to the cervical, thoracic, and lumbar regions as well as bilaterally to the SI joints. Range of motion to the cervical spine and lumbar spine are reduced in all planes of motion with pain noted in all planes of motion. Deep tendon reflexes are +2 bilaterally to the upper and lower extremities. Dermatome evaluation of C5 through T1 shows hyperpathia to the C5 dermatome on the left. Myotome evaluation reveals a middle, anterior, and posterior left deltoid at +4 on a 0-5 neurological scale. Dermatome evaluation of the lower extremities L3 through S1 reveals hyperpathia to the left L4 dermatome. Myotome evaluation shows +4 quadriceps on the left on a 0-5 neurological scale.

Orthopaedic testing and maneuvers to determine musculoskeletal pathology and dysfunction are positive as follows: positive Soto-Hall maneuver, positive Valsalva maneuver, positive foraminal compression test on the left, positive supraspinatus press test on the left, positive shoulder depression test on the left, positive drop arm and positive arm rock on the left. There is positive Froment's and reverse Froment's on the left. There is positive Kemp's test on the left and right, positive Patrick FABER on the left, positive straight leg raise on the left.

INITIAL DIAGNOSES:

- *Acute Cervical Sprain with Cephalgia, Cervicalgia, and Myofasciitis;*
- *Acute Left Shoulder Sprain with Myofasciitis;*
- *Acute Thoracic Sprain with Thoracodynia and Myofasciitis;*
- *Acute Lumbar Sprain with Lumbalgia and Myofasciitis; and*
- *Lumbar Radiculopathy.*

I cannot rule out at this time that this patient may suffer from a herniated disc, cervical or lumbar radiculopathy, dysphagia, dyspepsia, cervical or lumbar nerve root lesion, cervicobrachial syndrome, heart condition, foraminal encroachment or compression of a nerve root, sciatica, cauda equina syndrome, subdural hematoma, or concussion.

TREATMENT PLAN:

The patient will be seen on a daily basis for the next 3 weeks utilizing physiotherapy in the form of ice, pulsed ultrasound, HVG, myofascial release, and cold laser therapy to address inflammation, swelling, and pain of the soft tissues. Spinal manipulation and extremity manipulation will be utilized to address spinal and extremity mechanical dysfunction. The patient will be reevaluated in 3 weeks for further care.

(See Exhibit 6 – Dr. Back Initial)

On October 4, 2013, I presented to Clarity Diagnostic of Lake Worth for an MRI of my Cervical Spine. Impressions were:

- *C4/5 Posterior Bulging of the Disk;*
- *C5/6 Posterior Bulging of the Disk;*
- *C6/7 Posterior Herniation of the Disk Encroaching on the Anterior Subarachnoid Space and Both Neuroforamina; and*

- *Straightened Alignment Suggesting Muscle Spasm.*

(See Exhibit 7 – MRI)

I continued treating with Dr. Back of the All United Wellness Center for the next four months.

(See Exhibit 8 – Dr. Back Notes)

On November 15, 2013, I presented to Neurologist Dr. Paul Neck M.D. of American Orthopedics and Neurosurgery. Dr. Neck reported as follows:

CHIEF COMPLAINT:

Neck Pain and Left Shoulder Pain.

HISTORY OF PRESENT ILLNESS:

The patient is seen today. This is a very pleasant 34-year-old male. He was involved in a rear-end car accident on September 4, 2013. He was stopped at a red light when he was suddenly hit from behind. He was taken by ambulance to West Palm Beach Hospital. There he was evaluated, treated, and then released. He has been in chiropractic since. He did have a prior injury in 2011, but that had resolved at the time that this injury occurred. Now he is having significant pain. It is recurring. It is severe. It is an 8/10 in his neck, an 8/10 in his back. He is in the office for orthopedic spine evaluation and recommendations.

REVIEW OF SYSTEMS:

MUSCULOSKELETAL/EXTREMITIES:

Denies any history of osteoporosis. Neck and left shoulder pain.

NEUROLOGICAL EXAMINATION:

The patient is very pleasant and well-groomed. Patient is oriented to person, place, and time. Past and present memories are Intact. Affect was appropriate.

RANGE OF MOTION:

CERVICAL:

Flexion (Normal=60 degrees) decreased with pain.

Extension (Normal=60 degrees) decreased with pain

Left Lateral Bending (Normal=45 degrees) decreased with pain.

Right Lateral Bending (Normal=45 degrees) decreased with pain.

Left Rotation (Normal=80 degrees) decreased with pain.

Right Rotation (Normal=80 degrees) decreased with pain.

LUMBAR:

Flexion (Normal=60 degrees) decreased with pain.

Extension (Normal=25 degrees) decreased with pain.

Left Lateral Bending (Normal=25 degrees) decreased with pain.

Right Lateral Bending (Normal=25 degrees) decreased with pain.

IMAGING REVIEW:

His MRI shows that he has a herniated disc at C6-C7.

TREATMENT PLAN:

History, clinical and MRI findings were reviewed with the patient. All his questions were answered. He will continue with physical therapy and a home exercise program. I recommend that he consider a C6-C7 anterior cervical discectomy and disc replacement. The procedure, risks, complications, and possible outcome were outlined. The need for further surgical procedure and postoperative care were also discussed. I think he would have about an 80% chance of having a

good to excellent result with surgery. There would be a 1%-2% chance of a major complication occurring that could include but not limited to death, paralysis, infection, vascular injury or implant failure. He wants to proceed with the surgery as suggested. Medical clearance and consent will be obtained prior to the surgery.

PROBLEM/ DIAGNOSIS LIST:

- Cerebral Herniation*
- Cervicalgia*

(See Exhibit 9 – Dr. Neck Initial)

On February 14, I presented to Dr. Back for my Final Examination and Report. Dr. Back reported as follows:

HISTORY:

This is a final impairment report regarding Mr. Charlie Claimant for injuries sustained in an automobile trauma that occurred on 9/4/2013.

CURRENT COMPLAINTS:

At this time, the patient is complaining of neck pain approximately 3-to-4 times a week at a level of 6 to 7 on the 1-10 pain scale, midback pain that is noted daily and on a pain level of 4 to 5 on the 1-10 pain scale, and low back pain noted approximately 3 times a week at a level 4 to 6 on the 1-10 pain scale.

TREATMENT PROVIDED:

Upon entering our facility, the patient was evaluated with a complete orthopaedic, neurologic, and chiropractic examination. X-rays were performed on the cervical, thoracic, and lumbar spine, as well as to the left shoulder. Subjective complaints and objective findings were presented to Jean Janson, M.D. who found the patient to be suffering from an emergency medical

condition. The patient was placed on a daily treatment regimen and was seen 5 times a week for the first 3 weeks. Physiotherapy was utilized to decrease pain and inflammation of the soft tissue. Manipulative therapy was initiated to address mechanical dysfunction of the spine and extremities.

With continued complaints and symptoms indicating disc pathology to the cervical spine, the patient was referred for an MRI. The MRI revealed bulging discs at C4-5 and C5-6, as well as a herniated disc at C6-7 with both foramina involved, as well as the subarachnoid space and straightened alignment of the normal physiological cervical curve. The patient continued care 3 times a week utilizing physiotherapy designed to strengthen and rehabilitate the patient's condition.

The patient was ultimately referred to a local orthopaedic center, American Orthopaedics, where he was evaluated and his care was monitored while he was under treatment in this facility.

FINAL IMPRESSION:

The patient has a chronic cervical sprain with cervicgia and myofasciitis, as well as disc pathologies on multiple levels. The patient is also suffering from chronic cervical and thoracic sprains with recurring myofasciitis secondary to the motor vehicle accident that occurred on 9/4/2013.

PROGNOSIS:

The examinations and findings were consistent with the usual sequela of a hyperkinetic traumatic force-type injury such as the one described by the patient. These injuries require extensive and continued treatment due to the nature and severity of the injury. It is felt, considering the patient's sympathology, the results of comparative tests, and examination, and past experiences in similar cases, that the weakness may well predispose this patient to further problems and exacerbations. Typically, the altered biomechanics of the spine will subject the patient to

exacerbations that can typically occur 3-to-4 times a year, lasting anywhere from 3 days to 2 weeks, and requiring physiotherapy and manipulative therapy at a cost of approximately \$325 per visit.

IMPAIRMENT RATING:

According to the American Medical Associations' Guides to the Evaluation of Permanent Impairment, Fifth Edition, the patient has suffered a 12% whole person impairment, 10% regarding the patient's chronic cervical sprain, cervicalgia, myofasciitis, and disc pathology on multiple levels, as well as chronic thoracic, lumbar sprain, and myofasciitis.

RESTRICTION AND RECOMMENDATIONS:

At this time, the patient has stopped active care and has been counseled to be cautious in regard to his physical activities, which may have a tendency to aggravate his cervical, thoracic, and lumbar injuries. The patient has been counseled further to seek care upon any exacerbations that may occur to his spine.

(See Exhibit 10 – Dr. Back Final)

DEMAND PACKAGE OUTSTANDING MEDICAL BILLS:

In this section, you want to put all of your outstanding medical bills. Remember, the more bills you have, the more the insurance adjustor will value your case. You should arrange this section to look something like this:

<i>West Palm Hospital</i>	<i>\$4,639.30</i>
<i>West Palm Hospital Radiology</i>	<i>\$687.11</i>
<i>West Palm Hospital Emergency Physicians</i>	<i>\$862.28</i>
<i>Paramedics</i>	<i>\$688.41</i>
<i>Dr. Back</i>	<i>\$5,998.19</i>
<i>Dr. Jean Janson</i>	<i>\$375.00</i>
<i>Dr. Neck</i>	<i>\$750.00</i>
<i>MRI</i>	<i>\$1,600.00</i>
<hr/>	
<i>TOTAL</i>	<i>\$15,600.29</i>

(See Exhibit 11 – Outstanding Medical Bills)

DEMAND PACKAGE CONCLUSION:

Now it's time to wrap it all up. In the Conclusion, you want to recap everything and especially focus on your damages. This is also where you demand a certain amount of money. Your Conclusion should look something like this:

Liability is clear. Because your insured failed to pay attention and failed to drive his vehicle as a reasonably prudent driver would, he negligently crashed his vehicle into the back of my vehicle while I was stopped at a traffic light. On impact, I was thrown awkwardly around, and as a result, have been suffering from the following injuries:

- *C4/5 Posterior Bulging of the Disk;*
- *C5/6 Posterior Bulging of the Disk;*
- *C6/7 Posterior Herniation of the Disk Encroaching on the Anterior Subarachnoid Space and Both Neuroforamina; and*
- *Straightened Alignment Suggesting Muscle Spasm.*
- *Surgical Recommendation for C6/C7 Total Disk Replacement;*
- *Chronic Cervical Sprain with Cervicalgia and Myofasciitis;*
- *Chronic Thoracic Sprains with Recurring Myofasciitis;*
- *Inflammation;*
- *Muscle Spasms;*
- *Headaches;*
- *Likelihood of Additional Treatment in the Future;*
- *Forced to Undergo Painful Therapy;*
- *Insomnia; and*

- *Permanent Impairment Rating of 12% to the Body as a Whole.*

Prior to the accident, I was a very active young man. I enjoyed spending time with my family and friends, engaging in sports and exercising. I did have a car accident in 2011, however, I was completely healed and asymptomatic at the time of this accident. As a direct and proximate result of your insured's negligence, I have had to undergo extensive and painful rehabilitation for the injuries I sustained. The quality of life that I once enjoyed has been severely diminished as a result of constant pain, and sleeplessness as well as the time and energy expended to reach some level of recovery from my injuries. I have been forced to deal with constant pain, have headaches, anticipate future flare-ups and learn to live with the fear that I may never be the same again because of my injuries. Additionally, I still have \$15,600.29 in outstanding medical bills.

It is clear that my injuries are worth well in excess of your insured's policy limits. I have extensive injuries, will certainly need medical care going forward and may very well be forced to have the recommended surgery in the future due to my pain. Based on the foregoing, demand is hereby made for the tender of the \$50,000.00 (Fifty Thousand Dollars) Policy Limit in full and final settlement of this claim.

Failure to promptly tender will leave your insured vulnerable to an excess jury verdict and your insurance company vulnerable to a claim that it negligently failed to protect its insured. Florida law establishes that you must provide your insured with a copy of this proposal. As a fiduciary, you must take into account the impact of a full release on your insured. Your insured should be advised that a conflict of interest may exist between you and the insured. Your insured should be advised to consult with an attorney of his own choosing, to obtain advice free from this conflict.

Settlement checks should be made payable to Charlie Claimant. Settlement documents may be faxed to (561) 123-4567.

Your response is expected within 30 days of receipt of this package.

Respectfully,

Charlie Claimant

SENT CERTIFIED MAIL, RETURN RECEIPT REQUESTED # 7010 2780 0001 6288 5278

“I had nothing to offer anybody except my own confusion.”

— Jack Kerouac

THE FIRST OFFER

Typically, the Insurance Adjustor's First Offer is a low-ball figure. I have seen cases which ultimately settled for six figures get a first offer below a thousand dollars. Many times, the letter which has the First Offer will try to make it seem like you have no case. If there was less than \$5,000 in damage to your car, the letter will usually say that because it was a low-impact hit, there was no mechanism for injury. If you are over the age of 40, it's possible that the letter will say that your injuries were pre-existing and not caused by the accident. Many times, the First Offer letter will also try to assign some percentage of fault to you even though it was clearly 100% the other person's fault. Obviously, the First Offer is made just to see if you will accept their minimal offer to settle. Remember, Insurance Companies are in the business of making money. The less money they get away with giving you, the better they are doing their job. Don't be discouraged at this point. It's all a part of the game.

“Everything is negotiable. Whether or not the negotiation is easy is another thing.”

— **Carrie Fisher**

THE NEGOTIATIONS

Your response to the First Offer will be a Counter-Offer. It's better if you don't call the Insurance Adjustor, but rather put everything in writing. What you want to do in your first counter-offer is politely reiterate your damages in a quick and concise way and state why you need more money to settle. After writing it, it's best to fax the Counter-Offer as well as send it in the mail. Your first Counter-Offer should look and sound something like this:

ABC Insurance Company

Attn: John Smith, Insurance Adjustor

P.O. Box 12345

Jacksonville, FL 32245

(800) 123-1934 x123456 (phone)

(866) 123-8129 (fax)

Re: Injured Party: Charlie Claimant

Your Insured: John Wrogdoer

Claim Number: 0300413242 RCL

Date of Accident: September 4, 2013

Dear Mr. Smith,

I am in receipt of your letter dated March 24, 2014, which included what you deemed “a most generous offer” of \$10,000.00 to settle my case. I thank you for your offer. Unfortunately, your offer is completely unreasonable and has been rejected.

You stated that you made a careful review of the Demand Package, but then you contradicted yourself when you said that the accident was a low-impact hit. The Demand Package clearly stated that my car had over \$7,000.00 in damages from the impact. That is indicative of a very high-impact hit.

Additionally, you claimed that I had minimal injuries as a result of the accident. As I stated in my Demand Package, I continue to suffer from C4/5 Posterior Bulging of the Disk, C5/6 Posterior Bulging of the Disk and C6/7 Posterior Herniation of the Disk Encroaching on the Anterior Subarachnoid Space and Both Neuroforamina. I have a surgical recommendation as well as intermittent muscle spasms, headaches and inflammation. My life has been drastically affected and my doctor stated I have a 12% permanent impairment rating. There is nothing minimal about these injuries.

On top of all my injuries, I still have \$15,600.29 in outstanding medical bills. Your offer doesn't cover my medical bills, let alone attempt to make me whole again. In consideration of the foregoing, but in an attempt to reach an amicable resolution without the need to go to court, I am prepared to accept \$49,000.00 in full and final settlement of my claim.

Sincerely,

Charlie Claimant

The Insurance Adjustor will then most likely send you another offer, this time offering more money to settle the claim. This will not be their highest offer yet. You will then send another Counter Offer, trying to make it sound like you have every reason to deserve more money. This same process will continue until you ideally get to the point that the Offer contains a financial amount which convinces you to settle the claim.

Sometimes, after several Offers and Counter Offers have been traded, the Insurance Adjustor still needs a little encouragement to raise the claim. Because you are representing yourself, it is a little more difficult to threaten that you will take the claim to court. Regardless, if after trading multiple letters, you still can't get the Insurance Adjustor to raise the amount, I would write a Counter Offer and attach a sample Complaint to it. Ideally, this shows that you aren't afraid to take your claim to Court. This should serve as a deterrent for the insurance company because they will then be forced to expend a great deal of money on legal fees. In the following example, I am using a married person as the Plaintiff. When the person is married, I typically include a "Loss of Consortium" claim in the Complaint. When you draft your Complaint, it should look something like this:

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH
COUNTY, FLORIDA

CHARLIE CLAIMANT and MARYANN
CLAIMANT, Individually and as Husband
and Wife,

Plaintiffs,

vs.

JOHN WRONGDOER,

Defendant.

COMPLAINT

COMES NOW the Plaintiffs, CHARLIE CLAIMANT and MARYANN CLAIMANT,
Individually and as Husband and Wife, and sue the Defendant, JOHN WRONGDOER, and allege:

1. This is an action for damages which exceeds the sum of Fifteen Thousand (\$15,000.00) Dollars, exclusive of interest and costs.
2. At all times material hereto, CHARLIE CLAIMANT and MARYANN CLAIMANT were and are residents of Palm Beach County, Florida.
3. At all times material hereto, CHARLIE CLAIMANT and MARYANN CLAIMANT were and are lawfully married as husband and wife.
4. At all times material hereto, the Defendant, JOHN WRONGDOER, was a resident of Palm Beach County, Florida.
5. On or about September 4, 2013, Defendant, JOHN WRONGDOER, operated a 2009 Chevrolet SUV, vehicle identification number JS2GB41S515201234 on PGA Blvd. at the intersection of Military Trail in Palm Beach County, Florida.

6. *At that time and place, Defendant, JOHN WRONGDOER, negligently operated and maintained the aforesaid motor vehicle so that it collided with Plaintiffs' motor vehicle being driven by Plaintiff, CHARLIE CLAIMANT, causing him bodily injury.*

COUNT I

NEGLIGENCE AGAINST JOHN WRONGDOER

7. *Plaintiff, CHARLIE CLAIMANT, re-alleges and incorporates each and every allegation set forth in paragraphs 1 through 6 as if fully set forth herein and further alleges:*
8. *As a direct and proximate result of the above-referenced negligence of the Defendant, JOHN WRONGDOER, Plaintiff, CHARLIE CLAIMANT, suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings, loss of ability to earn money, and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future. Plaintiffs' automobile was damaged and he lost the use of it during the period required for its repair or replacement.*

WHEREFORE, Plaintiff, CHARLIE CLAIMANT, demands judgment for damages in excess of Fifteen Thousand Dollars (\$15,000.00) and all other damages allowable by law, plus costs, post judgment interest, attorney's fees, and further demands a trial by jury on all issues so triable by right.

COUNT II

LOSS OF CONSORTIUM CLAIM OF MARYANN CLAIMANT

9. Plaintiff, MARYANN CLAIMANT, re-alleges and incorporates each and every allegation set forth in paragraphs 1 through 8 as if fully set forth herein and further alleges:
10. As a direct and proximate result of the above-referenced negligence by the Defendant, JOHN WRONGDOER, Plaintiff, MARYANN CLAIMANT, lost the care, comfort, support, society, services, companionship and affections of her husband, CHARLIE CLAIMANT, and such losses shall continue on into the future on a permanent basis.

WHEREFORE, Plaintiffs, CHARLIE CLAIMANT and MARYANN CLAIMANT, Individually and as Husband and Wife, demand judgment for damages and costs against the Defendant, JOHN WRONGDOER, and further demand trial by jury.

DATED this 6TH day of March, 2014.

Charlie Claimant

105 28th Manor, Boca Raton, FL 33433

(561) 536-3523

CharlieClaimant@yahoo.com

“A lean compromise is better than a fat lawsuit.”

—George Herbert

SETTLING YOUR CLAIM

In most instances, you will go back and forth with the Insurance Adjustor at least 5 times before you get to his or her highest offer. Each Counter-Offer you make will be similar to the first one. You will want to stress the same basic information each time, but said in a different way. The goal is to have your medical bills paid, your future medical bills paid and have a good amount of money in your pocket too (to help make you “whole again”). Once you get to the point that you believe the Insurance Adjustor’s Offer satisfies your requirements, you will simply call him or her and tell them that you agree to settle. They will then send you a release to sign.

So what happens if they don’t offer you enough money to settle your claim? If that happens, and many times it does, you will be forced to take them to court. That is not something I recommend you do yourself. If that situation occurs, I highly recommend you contact an experienced personal injury attorney, such as myself, to take them to court. Unfortunately, taking your case to court will greatly increase the time it takes to conclude your claim. On the flip side, taking your case to court may mean you will get much more money in the end than you would have by simply negotiating with the Insurance Adjustor.

“I’m very thankful that I can make people happy just by signing my name.”

—Yoko Ono

<p>THE RELEASE</p>

In an ideal situation, you will agree to settle your case after the Insurance Adjustor offers you an amount of money which you believe is sufficient to walk away. Once that happens, they will send you a “Release” to sign. In essence, the Release is a document which says that in exchange for getting money, you agree that the case is completely done. You can’t come back to the party that caused your injuries in the future for more money no matter what happens. In other words, if you signed the Release and then down the road figure out that your injuries are much worse than you originally thought, there is nothing you can do. The Release will also say that there is no admission of fault. You don’t need to worry about this – that is standard boiler-plate language which all Releases have in them.

Typically, a Release has a whole lot of legalese in it. However, it boils down to a few key points. The Release will list the parties to the accident, when the accident happened, how much money you will be getting, the fact that you will be responsible for the payment of all outstanding bills and liens, and a statement that you agree that the case is completely done. Most of the time the Release will have a spot for a witness (or two) to sign as well. In some rare occasions, a Release will also have a place for a notary to sign too. Once you sign the Release and send it back to the Insurance Adjustor, they will then have the check issued to you. This takes just a couple of days. A typical Release will look something like this:

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment to me/us of the sum of (\$ _____.00) thousand dollars and 00/100, the receipt of which is hereby acknowledged, I/We, being of lawful age, do hereby release, acquit, and forever discharge _____ his/her heirs, executors and assigns, from any liability now accrued or hereafter to accrue on account of any and all claims or causes of action which I/we now or may hereafter have for personal injuries, damage to property, loss of services, medical expenses, contribution indemnification, losses of damages of any and every kind or nature whatsoever, now known or unknown or that may hereafter develop, by me/us sustained or received on or about _____ through an accident _____, and I/we hereby declare that I/we fully understand the terms of this settlement and voluntarily accept said sum for the purpose of making a full and final compromise, adjustment and settlement of the injuries and damages, expenses and inconvenience above mentioned and further intend to release all my/our claims for injury or damage or consequences thereof now known or unknown or which hereafter arise from this accident. This specifically includes release of any and all claims which the undersigned may have for contribution or indemnification.

IT BEING FURTHER AGREED AND UNDERSTOOD that this settlement is a compromise of a disputed claim and that the payment is not to be construed as an admission on the part of the party or parties hereby released of any liability whatever in consequence of said accident.

I/We further agree and acknowledge that the releasees, and each of them, expressly reserve all rights of action of whatever kind against me/us, my/our heirs, executors, administrators and assigns on account of, or in any way growing out of, the above described occurrence or accident.

I/We further state that the foregoing release has been carefully read and I/we know the contents thereof and have signed the same as my/our own free act and have not been influenced in making this settlement by any representation of the party or parties released.

FLORIDA Statutes, Section 817.234 states: "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

Executed at _____, this _____ day of _____, _____ Year.
City/State Day Month

WITNESSES:

CAUTION: READ BEFORE SIGNING

Signature _____

Legal Signature _____

Address _____

Printed Name _____

Signature _____

Legal Signature _____

Address _____

Printed Name _____

“Solomon's Laws: 1. When the law doesn't work...work the law.”

— Paul Levine, *Solomon vs. Lord*

**NOTIFYING YOUR UM INSURANCE ABOUT THE
PROPOSED SETTLEMENT**

In most cases, after you sign the Release with the party that caused your damages and get the check, your case is done. However, there are instances when you still have the ability to seek additional money. What I'm talking about is the scenario involving UM Insurance. UM Insurance stands for “Uninsured/Underinsured Motorist Insurance.”

When you obtain car insurance, one of the benefits you are able to obtain along with typical liability and property damage benefits, is UM Insurance. If you take out UM Insurance (and I strongly, strongly suggest you do), you have the ability to always ensure you are protected. Let's say you are in a car accident and your damages are worth much more than the insurance limits of the party that caused your accident. For instance, let's say you have damages of \$100,000.00 but the car that hit you only has insurance with a limit of \$10,000.00. If you have a UM policy, you will then be able to go after your own policy for the difference (if your limits are that high). I believe that having UM Insurance is one of the single most important things you can do to protect yourself.

There are some protocols which must be followed though. Before you sign the Release with the at-fault party and accept the check from them, you must ask your UM Insurance Adjustor for permission to settle. Sounds ridiculous, right? Well, the truth is that there is a very good reason for this. By asking your own insurance company for permission to settle, you are also asking them

to waive their right of subrogation (more about this to come). After asking for permission to settle, your UM Insurance Adjustor then has 30 days (in Florida at least) to decide to allow you to settle or to cut the check themselves and send it to you in place of the at-fault party. If they do it this way, they then retain their right to go after the at-fault party for reimbursement of all the money they have and will have to pay out to you for your injuries.

It sounds confusing and in truth, it is. What's most important is that if you have UM Insurance and you plan on seeking money from it, you ask your own insurance company for permission to settle before signing the release and cashing the check with the at-fault party. Got it? If you don't follow this procedure, then your own insurance company can wiggle out of having to give you any money from your UM policy.

One other key point to remember – if you have UM Insurance and you plan on seeking money from it for your injuries, you must also send a Demand Package to your own insurance. This is very similar to the regular Demand Package you sent out, with just a few small, key differences.

“The minute you read something that you can't understand, you can almost be sure that it was drawn up by a lawyer.”

— Will Rogers

THE UM DEMAND

If you have UM Insurance and your damages are worth more than the limits of liability the at-fault party has, you will have to write a UM Demand. Using the example from before, let's say you have damages of \$100,000.00 but the car that hit you only has insurance with a limit of \$10,000.00. The Insurance Adjustor for the at-fault party received your Demand Package and sent you a Release which says that in exchange for the \$10,000.00, you agree to close the claim with them. Before signing the Release, you then sent a letter to your own UM Insurance Adjustor asking for permission to settle (which includes a copy of the Proposed Release). 30 days go by and you are either notified that you have permission to settle or your own Insurance Company sends you a check for \$10,000.00. In some states, if your Insurance Company doesn't respond at all, that is the same thing as giving you permission to settle. An important reminder – when you ask for permission to settle, make sure you send the letter Certified Mail, Return Receipt Requested. This way you can prove that you sent the letter and that they received it.

Now that all of these key steps have been followed, it is time to send a UM Demand to your own Insurance Company. By this point, you will know who the UM Insurance Adjustor is. If for some reason you don't know, then you can just send the UM Demand directly to the Claims Office for your own Insurance Company.

The UM Demand is extremely similar to the regular Demand which you sent out earlier. The difference is, you will identify the at-fault party as the “underinsured driver.” Additionally, you will attach the Proposed Release as an attachment to the Demand. Lastly, you will use language at the end of the Demand which says that your Insurance Company:

“Has a duty, in its role as a fiduciary, to attempt in good faith to settle claims when, under all the circumstances, you should and could do so if you act fairly and honestly toward your insured and with due regard for his or her interests.”

This language, taken from court cases and state statute, simply means that your insurance company has a higher duty to protect you and your interests, when dealing with UM Insurance. On the following pages, I will give you an example of a UM Demand so that you can see what one looks like in its entirety.

“A speeding fine lets me know it’s OK to break the law, just so long as I’m willing pay money for the privilege to do so. ”

— Jarod Kintz, *Sleepwalking is restercise*

UM DEMAND EXAMPLE

My Own Insurance Company

Attn: Jane Doe, UM Insurance Adjustor

P.O. Box 6789

Jacksonville, FL 32245

(800) 123-1934 x711111 (phone)

(866) 123-4567 (fax)

Re: Injured Party: Charlie Claimant

Your Insured: Charlie Claimant

Claim Number: AB7987654321

Date of Accident: September 4, 2013

Dear Ms. Doe,

This summary and settlement proposal is submitted to assist in your evaluation of my injuries and to achieve an early and amicable resolution.

THE ACCIDENT:

On September 4, 2013, at approximately 1:40 PM, I, Charlie Claimant, 34, was the seat-belted driver of a 2010 Volkswagen Minivan travelling eastbound on PGA Blvd. It was a clear, dry day with very little traffic on the road. As I came to a stop at the intersection at Military Trail, an underinsured driver, John Wrongdoer, 71, driving a 2009 Chevrolet SUV, failed to pay attention and drive as a reasonably prudent driver would. As a result, the underinsured driver crashed into the back of the vehicle I was driving, causing severe damages. The underinsured driver immediately came over to my vehicle and stated that he was very sorry. He informed me that he was looking at his phone when the accident happened. 911 was called and the Palm Beach Gardens Police Department arrived on the scene of the accident. The underinsured driver was cited for Careless Driving pursuant to Florida Statute §316.1925(1). Because of the nature and extent of the damages, Tommy Towing had to take my vehicle away on a flatbed truck. Additionally, my car had over \$7,000.00 in damages from the impact.

(See Exhibit 1 – Police Report)

(See Exhibit 2 – Photos)

(See Exhibit 3 – Repair Estimate)

THE INJURIES:

Immediately after the accident, I felt dizzy, shaken-up and sore. I felt pain all along the left side of my body, as well as my head. Additionally, I began to feel pain in my neck and back.

Paramedics from Palm Beach Fire Rescue arrived on the scene of accident at 4:14 PM. Subjective: R17 dispatched to call and found 34 year old male complaining of pain to left side. Onset of event occurred 10 minutes prior to calling EMS. Patient was involved in a rear-end collision.

I underwent a full work-up, was put on a stretcher and taken to West Palm Hospital.

(See Exhibit 4 – Paramedic Report)

At 2:35 PM, I arrived at the West Palm Beach Hospital Emergency Room. The Hospital reported as follows:

ADMITTING DIAGNOSIS:

- Contusion Face/ Scalp/ Back;*
- Sprain of Neck;*
- Contusion Shoulder;*
- Motor Vehicle Collision; and*
- Accident on Street/ Highway.*

Complaint: Shoulder Injury, Patient Driver Got Rear-Ended; C/O Pain Left Head, Shoulder, Left Side Neck.

Tenderness was noted in the following regions: Head/Eyes, Neck and Arm/Shoulders.

X-rays and Cat Scans were taken.

Primary Impression: Contusion Head.

Secondary Impressions: Cervical Strain, Contusion Left Shoulder.

I was prescribed Vicodin 500mg, given home instructions and told to follow-up with a physician.

(See Exhibit 5 – Hospital Records)

On September 7, 2013, I presented to Dr. Back of the All United Wellness Center. Dr. Back reported as follows:

REASON FOR VISIT:

The above patient came in to All United Wellness Center for treatment and recommendations regarding rear-end automobile trauma. The patient comes in complaining of neck pain, mid and low back pain, left shoulder and arm pain, and left leg pain. This, according to the patient, was the result of being rear-ended by a car on 9/4/2013.

RENDITION OF AUTOMOBILE TRAUMA:

According to the patient, he was stopped at a red light. A car came from behind him and slammed into the back of his vehicle. The force of the impact injured the patient's left arm and shoulder, left leg, neck, midback, and low back. The patient was taken by ambulance to the West Palm Beach Hospital Emergency Room where he was evaluated, treated, and released. With continuance of pain and discomfort, the patient sought care in our facility.

PAST HISTORY:

In 2011, the patient had an automobile trauma in Philadelphia. He was treated in that state and returned back to normal function.

CURRENT COMPLAINTS:

Neck Pain - Patient is complaining of neck pain that is dull, achy, and throbbing on a constant basis with sharp components upon movement. The pain is anywhere from 8 to 9 on the 1-10 pain scale.

Left Shoulder and Arm Pain - Patient is complaining of left shoulder pain and left arm pain all the way down to the wrist. The pain is dull, achy, and throbbing, and is made worse by movement. The pain is anywhere from 7 to 8 on the 1-10 pain scale.

Left Hip and Leg Pain - Patient is complaining of left hip and leg pain to the ankle. The pain is dull, achy, and throbbing, and is made worse by movement. The pain is sharp and is anywhere from 7 to 9 on the 1-10 pain scale.

Mid Back Pain - Patient is complaining of midback pain that is dull, achy, and throbbing, and is made worse by movement and taking deep breaths. The pain is anywhere from 6 to 8 on the 1-10 pain scale.

Low Back Pain - Patient is complaining of low back pain that is dull, achy, and throbbing, which is made worse by movement and has a sharp component. The pain is anywhere from 7 to 9 on the 1-10 pain scale.

OBJECTIVE FINDINGS:

Postural analysis shows the patient with a head tilt to the right, a high left shoulder, a high left scapula, and a high left hip. There is palpable tenderness to the occipital bone left and right, the neck, the mid back, the low back, the left and right SI joints, the left acetabular region, the left lateral compartment of the knee and fibula, and the left ankle, as well as the left AC joint and left glenohumeral region. There is palpable muscle spasm and swelling noted to the cervical, thoracic, and lumbar regions as well as bilaterally to the SI joints. Range of motion to the cervical spine and lumbar spine are reduced in all planes of motion with pain noted in all planes of motion. Deep tendon reflexes are +2 bilaterally to the upper and lower extremities. Dermatome evaluation of C5 through T1 shows hyperpathia to the C5 dermatome on the left. Myotome evaluation reveals a middle, anterior, and posterior left deltoid at +4 on a 0-5 neurological scale. Dermatome evaluation of the lower extremities L3 through S1 reveals hyperpathia to the left L4 dermatome. Myotome evaluation shows +4 quadriceps on the left on a 0-5 neurological scale.

Orthopaedic testing and maneuvers to determine musculoskeletal pathology and dysfunction are positive as follows: positive Soto-Hall maneuver, positive Valsalva maneuver, positive foraminal compression test on the left, positive supraspinatus press test on the left, positive shoulder depression test on the left, positive drop arm and positive arm rock on the left. There is

positive Froment's and reverse Froment's on the left. There is positive Kemp's test on the left and right, positive Patrick FABER on the left, positive straight leg raise on the left.

INITIAL DIAGNOSES:

- *Acute Cervical Sprain with Cephalgia, Cervicalgia, and Myofasciitis;*
- *Acute Left Shoulder Sprain with Myofasciitis;*
- *Acute Thoracic Sprain with Thoracodynia and Myofasciitis;*
- *Acute Lumbar Sprain with Lumbalgia and Myofasciitis; and*
- *Lumbar Radiculopathy.*

I cannot rule out at this time that this patient may suffer from a herniated disc, cervical or lumbar radiculopathy, dysphagia, dyspepsia, cervical or lumbar nerve root lesion, cervicobrachial syndrome, heart condition, foraminal encroachment or compression of a nerve root, sciatica, cauda equina syndrome, subdural hematoma, or concussion.

TREATMENT PLAN:

The patient will be seen on a daily basis for the next 3 weeks utilizing physiotherapy in the form of ice, pulsed ultrasound, HVG, myofascial release, and cold laser therapy to address inflammation, swelling, and pain of the soft tissues. Spinal manipulation and extremity manipulation will be utilized to address spinal and extremity mechanical dysfunction. The patient will be reevaluated in 3 weeks for further care.

(See Exhibit 6 – Dr. Back Initial)

On October 4, 2013, I presented to Clarity Diagnostic of Lake Worth for an MRI of my Cervical Spine. Impressions were:

- *C4/5 Posterior Bulging of the Disk;*
- *C5/6 Posterior Bulging of the Disk;*

- *C6/7 Posterior Herniation of the Disk Encroaching on the Anterior Subarachnoid Space and Both Neuroforamina; and*
- *Straightened Alignment Suggesting Muscle Spasm.*

(See Exhibit 7 – MRI)

I continued treating with Dr. Back of the All United Wellness Center for the next four months.

(See Exhibit 8 – Dr. Back Notes)

On November 15, 2013, I presented to Neurologist Dr. Paul Neck M.D. of American Orthopedics and Neurosurgery. Dr. Neck reported as follows:

CHIEF COMPLAINT:

Neck Pain and Left Shoulder Pain.

HISTORY OF PRESENT ILLNESS:

The patient is seen today. This is a very pleasant 34-year-old male. He was involved in a rear-end car accident on September 4, 2013. He was stopped at a red light when he was suddenly hit from behind. He was taken by ambulance to West Palm Beach Hospital. There he was evaluated, treated, and then released. He has been in chiropractic since. He did have a prior injury in 2011, but that had resolved at the time that this injury occurred. Now he is having significant pain. It is recurring. It is severe. It is an 8/10 in his neck, an 8/10 in his back. He is in the office for orthopedic spine evaluation and recommendations.

REVIEW OF SYSTEMS:

MUSCULOSKELETAL/EXTREMITIES:

Denies any history of osteoporosis. Neck and left shoulder pain.

NEUROLOGICAL EXAMINATION:

The patient is very pleasant and well-groomed. Patient is oriented to person, place, and time. Past and present memories are Intact. Affect was appropriate.

RANGE OF MOTION:

CERVICAL:

Flexion (Normal=60 degrees) decreased with pain.

Extension (Normal=60 degrees) decreased with pain

Left Lateral Bending (Normal=45 degrees) decreased with pain.

Right Lateral Bending (Normal=45 degrees) decreased with pain.

Left Rotation (Normal=80 degrees) decreased with pain.

Right Rotation (Normal=80 degrees) decreased with pain.

LUMBAR:

Flexion (Normal=60 degrees) decreased with pain.

Extension (Normal=25 degrees) decreased with pain.

Left Lateral Bending (Normal=25 degrees) decreased with pain.

Right Lateral Bending (Normal=25 degrees) decreased with pain.

IMAGING REVIEW:

His MRI shows that he has a herniated disc at C6-C7.

TREATMENT PLAN:

History, clinical and MRI findings were reviewed with the patient. All his questions were answered. He will continue with physical therapy and a home exercise program. I recommend that he consider a C6-C7 anterior cervical discectomy and disc replacement. The procedure, risks,

complications, and possible outcome were outlined. The need for further surgical procedure and postoperative care were also discussed. I think he would have about an 80% chance of having a good to excellent result with surgery. There would be a 1%-2% chance of a major complication occurring that could include but not limited to death, paralysis, infection, vascular injury or implant failure. He wants to proceed with the surgery as suggested. Medical clearance and consent will be obtained prior to the surgery.

PROBLEM/ DIAGNOSIS LIST:

- *Cerebral Herniation*
- *Cervicalgia*

(See Exhibit 9 – Dr. Neck Initial)

On February 14, I presented to Dr. Back for my Final Examination and Report. Dr. Back reported as follows:

HISTORY:

This is a final impairment report regarding Mr. Charlie Claimant for injuries sustained in an automobile trauma that occurred on 9/4/2013.

CURRENT COMPLAINTS:

At this time, the patient is complaining of neck pain approximately 3-to-4 times a week at a level of 6 to 7 on the 1-10 pain scale, midback pain that is noted daily and on a pain level of 4 to 5 on the 1-10 pain scale, and low back pain noted approximately 3 times a week at a level 4 to 6 on the 1-10 pain scale.

TREATMENT PROVIDED:

Upon entering our facility, the patient was evaluated with a complete orthopaedic, neurologic, and chiropractic examination. X-rays were performed on the cervical, thoracic, and

lumbar spine, as well as to the left shoulder. Subjective complaints and objective findings were presented to Jean Janson, M.D. who found the patient to be suffering from an emergency medical condition. The patient was placed on a daily treatment regimen and was seen 5 times a week for the first 3 weeks. Physiotherapy was utilized to decrease pain and inflammation of the soft tissue. Manipulative therapy was initiated to address mechanical dysfunction of the spine and extremities.

With continued complaints and symptoms indicating disc pathology to the cervical spine, the patient was referred for an MRI. The MRI revealed bulging discs at C4-5 and C5-6, as well as a herniated disc at C6-7 with both foramina involved, as well as the subarachnoid space and straightened alignment of the normal physiological cervical curve. The patient continued care 3 times a week utilizing physiotherapy designed to strengthen and rehabilitate the patient's condition.

The patient was ultimately referred to a local orthopaedic center, American Orthopaedics, where he was evaluated and his care was monitored while he was under treatment in this facility.

FINAL IMPRESSION:

The patient has a chronic cervical sprain with cervicgia and myofasciitis, as well as disc pathologies on multiple levels. The patient is also suffering from chronic cervical and thoracic sprains with recurring myofasciitis secondary to the motor vehicle accident that occurred on 9/4/2013.

PROGNOSIS:

The examinations and findings were consistent with the usual sequela of a hyperkinetic traumatic force-type injury such as the one described by the patient. These injuries require extensive and continued treatment due to the nature and severity of the injury. It is felt, considering the patient's sympathology, the results of comparative tests, and examination, and past experiences

in similar cases, that the weakness may well predispose this patient to further problems and exacerbations. Typically, the altered biomechanics of the spine will subject the patient to exacerbations that can typically occur 3-to-4 times a year, lasting anywhere from 3 days to 2 weeks, and requiring physiotherapy and manipulative therapy at a cost of approximately \$325 per visit.

IMPAIRMENT RATING:

According to the American Medical Associations' Guides to the Evaluation of Permanent Impairment, Fifth Edition, the patient has suffered a 12% whole person impairment, 10% regarding the patient's chronic cervical sprain, cervicalgia, myofasciitis, and disc pathology on multiple levels, as well as chronic thoracic, lumbar sprain, and myofasciitis.

RESTRICTION AND RECOMMENDATIONS:

At this time, the patient has stopped active care and has been counseled to be cautious in regard to his physical activities, which may have a tendency to aggravate his cervical, thoracic, and lumbar injuries. The patient has been counseled further to seek care upon any exacerbations that may occur to his spine.

(See Exhibit 10 – Dr. Back Final)

OUTSTANDING MEDICAL BILLS:

<i>West Palm Hospital</i>	<i>\$4,639.30</i>
<i>West Palm Hospital Radiology</i>	<i>\$687.11</i>
<i>West Palm Hospital Emergency Physicians</i>	<i>\$862.28</i>
<i>Paramedics</i>	<i>\$688.41</i>
<i>Dr. Back</i>	<i>\$5,998.19</i>
<i>Dr. Jean Janson</i>	<i>\$375.00</i>

<i>Dr. Neck</i>	<i>\$750.00</i>
<i>MRI</i>	<i>\$1,600.00</i>

<i>TOTAL</i>	<i>\$15,600.29</i>
--------------	--------------------

(See Exhibit 11 – Outstanding Medical Bills)

CONCLUSION:

Liability is clear. Because an underinsured driver failed to pay attention and failed to drive his vehicle as a reasonably prudent driver would, he negligently crashed his vehicle into the back of my vehicle while I was stopped at a traffic light. On impact, I was thrown awkwardly around, and as a result, have been suffering from the following injuries:

- C4/5 Posterior Bulging of the Disk;*
- C5/6 Posterior Bulging of the Disk;*
- C6/7 Posterior Herniation of the Disk Encroaching on the Anterior Subarachnoid Space and Both Neuroforamina; and*
- Straightened Alignment Suggesting Muscle Spasm.*
- Surgical Recommendation for C6/C7 Total Disk Replacement;*
- Chronic Cervical Sprain with Cervicalgia and Myofasciitis;*
- Chronic Thoracic Sprains with Recurring Myofasciitis;*
- Inflammation;*
- Muscle Spasms;*
- Headaches;*
- Likelihood of Additional Treatment in the Future;*
- Forced to Undergo Painful Therapy;*

- *Insomnia; and*
- *Permanent Impairment Rating of 12% to the Body as a Whole.*

Prior to the accident, I was a very active young man. I enjoyed spending time with my family and friends, engaging in sports and exercising. I did have a car accident in 2011, however, I was completely healed and asymptomatic at the time of this accident. As a direct and proximate result of an underinsured driver's negligence, I have had to undergo extensive and painful rehabilitation for the injuries I sustained. The quality of life that I once enjoyed has been severely diminished as a result of constant pain, and sleeplessness as well as the time and energy expended to reach some level of recovery from my injuries. I have been forced to deal with constant pain, have headaches, anticipate future flare-ups and learn to live with the fear that I may never be the same again because of my injuries. Additionally, I still have \$15,600.29 in outstanding medical bills.

The Insurance Company for the underinsured driver has offered to tender the \$10,000.00 policy limits for their policy. Permission to settle was sent to your attention on February 4, 2014.

(See Attachment 12 – Proposed Release)

(See Attachment 13 – Request For Permission to Settle)

It is clear that my injuries are worth well in excess of the underinsured driver's policy limits. I have extensive injuries, will certainly need medical care going forward and may very well be forced to have the recommended surgery in the future due to my pain. Based on the foregoing, demand is hereby made for the tender of the \$50,000.00 (Fifty Thousand Dollars) UM Policy Limit in full and final settlement of this claim.

In your role as a fiduciary, you are required to attempt in good faith to settle claims when, under all the circumstances, you should and could do so; if you act fairly and honestly toward

your insured and with due regard for their interests. We draw your attention to Boston Old Colony Ins. Co. v. Gutierrez, 386 So.2nd 783(Fl 1980) and Fl Stat §624.155.

Settlement checks should be made payable to Charlie Claimant. Settlement documents may be faxed to (561) 123-4567.

Your response is expected within 30 days of receipt of this package.

Respectfully,

Charlie Claimant

SENT CERTIFIED MAIL, RETURN RECEIPT REQUESTED # 7010 2780 0001 6288 5279

“A hospital should also have a recovery room adjoining the cashier's office.”

— Francis O'Walsh

NEGOTIATING YOUR MEDICAL BILLS

After you have reached a settlement, whether it is only with the at-fault party, or in conjunction with your own UM Insurance, it is time to negotiate you medical bills. This is one of the last steps to the process, but one of the most important. In the end, this could end up saving you thousands and thousands of dollars.

Using the previous examples, let's say that your Chiropractic bill (Dr. Back) has an outstanding balance of \$12,000.00. The first thing you want to do is determine if this is the correct amount. How do you do that? Well, initially, you want to look at the ledger and make sure that you were actually present for each of the days listed. Then, you want to get a copy of your PIP Log (Personal Injury Protection Log) from your auto insurance or your Health Insurance Log (from your own health insurance company). Basically, you want to get a record from whomever paid any of your bills. Once you get that ledger, you then want to see how much money was actually paid to your various medical providers.

Going back to our previous example, let's say that Dr. Back billed out \$20,000.00 to your insurance company for his total bills (whether it is your car insurance or health insurance) and was actually paid the reduced amount of \$8,000.00. If it was your Auto Insurance that paid the money and the accident happened in the state of Florida, then your insurance company would have paid 80% of your medical bills (that's how the PIP Law works in Florida and many other states around the country). It's time to do some basic math now. So, to determine the actual amount you owe,

you would take \$8,000.00 and divide it by .8 (for 80%). That would give you 10,000. You then subtract 8,000 from it and you end up with \$2,000.00. That is your actual outstanding bill. What the chiropractor did was called “balance billing.” That’s not the way the law works though. Your insurance paid 80% of the bill at their reduced rate. You are only responsible for the remaining 20%. So, in truth, your bill is only \$2,000.00, not \$12,000.00. That’s the number you want to start with in your attempts to reduce your bill. Now, you want to try to reduce it even further. You will then send the doctor a Bill Reduction Letter. I recommend sending the letter in the mail and by fax as well.

One other important point – even if your doctor’s bill is correct, there is no reason to not ask him or her to accept a lower amount. The truth is, most doctors realize that the vast majority of the money they will ever receive comes from insurance. Anything they get over and above that is icing on the cake to them. Moreover, they want to ensure that you leave with a good feeling about their office. For these reasons, most doctors are willing and ready to accept a reduced amount on any bill.

The Bill Reduction Letter should look something like this:

Dr. Back Chiropractic Center

Attn: Billing

1234 10th Ave. N.

Lake Worth, FL 33461

(561) 966-1234 (phone)

Sent Via U.S. Mail & Fax to (561) 966-5678

Re: Name of Patient: Charlie Claimant

Date of Incident: 9/4/2013

To Whom It May Concern,

As you are aware, I have been treating with your office due to an automobile accident. My outstanding bill says that I owe \$12,000.00. You have received \$8,000.00 from my auto insurance. According to statutory law, the 20% I owe would only be \$2,000.00. Additionally, you have three dates on my bill for which I never received treatment – 10/4/13, 10/26/13 and 11/20/19. I always make every effort to have medical providers paid in full, but occasionally there are extenuating circumstances. In this particular case, if I had to take my case to court, is unlikely to result in a positive verdict. As such, the insurance company for the other car will only make a very minimal offer to settle this case. I respectfully request that you accept \$1,000.00 in full and final payment of my outstanding balance. If my proposal is acceptable, please sign below and fax this letter to my office at (561) 420-0123. If you have any questions or concerns, do not hesitate to call me anytime.

Thank you for your consideration.

Sincerely,

Charlie Claimant

We agree to accept \$1,000.00 for full and final payment of Carlie Claimant's outstanding balance.

Print and sign as representative for Dr. Back

Date

“Talk is over-rated as a means of settling disputes.”

—Tom Cruise, *Cocktail*

LIENS

I’m sorry but I have to do it – time for more legalese. A “lien” is a legal claim on any money you might receive for your damages. Just imagine that someone is “leaning” on your case. The whole concept can get messy and may be a bit complicated. Your health insurance (including Medicare or Medicaid) may have a lien for any amount they paid out for your medical treatment. Additionally, your car insurance (for payments made under your “medical payment coverage”), your employer (for payments made under “workers compensation”), the hospital (pursuant to the hospital lien statute), or even some of your doctors may have liens on your case as well (if you signed “Letters of Protection” with them). That’s not fair, right? Well, that’s the law and many smart people have said that there is no justice in the justice system. Although you are supposed to pay your liens immediately after you receive your settlement, many times you will be able to negotiate them as well. It is a good idea to gather information about any possible liens early in your case so that it is much easier to resolve them once you are ready.

First, let’s start with liens by your own car insurance company. You are not required to pay back money paid as part of your Personal Injury Protection benefits (PIP). However, many policies have something called Medical Payments Coverage, or “Med Pay” for short. This is a benefit which will pay more medical bills over and above what your PIP covers. You may have this benefit on your insurance policy or you may not. You will need to check your policy to see if you have Med Pay benefits available to you.

In most cases, your insurance policy language states that you must pay back any money paid out as Med Pay benefits from a settlement. Earlier in this book, we discussed asking your insurance company for permission to settle when you have UM Insurance. In addition to allowing you to seek a UM claim against your own car insurance, the letter also served as a request to your insurance company to waive any rights to recover money from your settlement. If you have Med Pay on your insurance policy, or, if you were notified by your car insurance company that they plan on asserting a lien, it is smart to send a letter to them prior to signing the Release with the at-fault party. The letter should ask them to waive their right to a lien for any money they may have paid out so that you can settle your case. In many cases, they will waive their right once you have asked them to do so.

Next, let's discuss Health Insurance liens. Your health insurance provider may also issue a lien to recover any money it spent on your personal injury accident treatment. You may be required to pay back these medical expenses in a process known as "subrogation." In subrogation, your health insurance provider can seek repayment of the money it laid out for your treatment from the final settlement. If your health insurance did in fact pay out any money for treatment which is the result of a case which may end in a settlement, it is your duty (as stated in the policy language) to notify them of the claim. This includes Medicare, Medicaid and Medicare Advantage Plans. You are probably asking what would happen if you never notified them. Well, the truth is, maybe nothing. However, there is a very good chance that they could find out about the settlement in the future and come after you for repayment after a substantial time has passed.

To cover yourself, it is best to immediately notify your health insurance company (or Medicare or Medicaid) of the claim if they have paid for any treatment. The easiest way to do this is to just call on the phone and ask to speak to the "subrogation" department. Then, tell the

representative what happened. After the case has settled, you will want to call again and ask what the total amount due is. You will receive a ledger of all payments made on your behalf. Quite often the list includes doctor visits which had nothing to do with your accident. You would simply notify them of the errors and have them take those visits off. Moreover, you will want to ask if you have the ability to negotiate the lien. The law gets complicated with explanations of which companies have the ability to negotiate or not, and there is no reason for you to become a scholar in this subject. The best and easiest thing to do is to just ask your health insurance company if you are able to negotiate the lien. If the law allows them to do so, they will most likely tell you if they are able to do so or not. Because the law is complicated in the area of liens, this is where a lawyer can be very useful to you and your case. As I said before, I believe it is always smart to have a lawyer represent you with regard to your personal injury case which includes the resolution of outstanding liens. However, if you choose to do everything yourself, I would pay very close attention to any liens you may have and the fulfillment of them.

“It's more fun to arrive a conclusion than to justify it.”

—Malcolm Forbes

BREAKING IT ALL DOWN

Here is a brief breakdown of all the important steps to take after having an accident and while bringing your claim:

For a Car Accident:

- Call 911 and Get a Police Report
- Don't Move Your Car
- Take Pictures, Pictures and More Pictures
- Use Your Voice Recorder
- Find Witnesses and Get Their Contact Information
- Be Vocal and Treat Immediately
- Notify Your Car Insurance
- Notify the At-Fault Party's Car Insurance – But Keep It Simple
- Continue to Receive Medical Attention Until Feeling Better
- Make Sure You Obtain All Medical Bills and Medical Reports
- Write Your Demand
- Negotiate Your Settlement (Offers and Counter-Offers)
- Negotiate Your Medical Bills and Liens

For a Trip and Fall Accident:

- Call 911 and Get a Police Report
- Don't Move Until Authorities Arrive
- Take Pictures
- Use Your Voice Recorder
- If in an Establishment, Ask For Manager and Incident Report
- Find Witnesses and Get Their Contact Information
- Be Vocal and Treat Immediately
- Notify the At-Fault Party's Insurance, But Keep It Simple
- Continue to Receive Medical Attention Until Feeling Better
- Make Sure You Obtain All Medical Bills and Medical Reports
- Write Your Demand
- Negotiate Your Settlement (Offers and Counter-Offers)
- Negotiate Your Medical Bills and Liens

INDEX

INDEX

ABOUT THE AUTHOR

Grant J. Skolnick is the owner of The Law Office of Grant Skolnick, a personal injury legal practice which provides customer service oriented legal representation with a personal touch. Grant Skolnick graduated with honors from the University of Florida for his undergraduate studies. For law school, Grant attended Nova Southeastern University, where he was chosen to be the graduation speaker. During his studies, Grant was a member of Pi Lambda Phi fraternity, as well as Alpha Lambda Delta, Phi Eta Sigma and Golden Key National Honorary Societies. Additionally, Grant was a recipient of the President's Academic Achievement Award.

Prior to opening his own law practice, Grant worked as a civil litigator for the Law Offices of Max Rudmann and then as a Director for the Palm Beach County Clerk of the Circuit Court and County Comptroller. For the past seven years, Grant has volunteered as the legal counsel for Palm Beach Recovery Coalition, Inc., a Florida Not-For-Profit charitable organization which he helped found and which is dedicated to providing support services and living accommodations for men suffering from substance abuse related disorders and homelessness. Grant was the host of TV 20's Special Edition, was the master of ceremonies for the Palm Beach County Martin Luther King Day Celebration and was the ring announcer for the Junior Golden Gloves Boxing Tournament.

In his free time, Grant enjoys spending time with his wife Katharine, his daughter Kalena and his boxer, Gemma.

QUESTIONS OR TO CONTACT THE AUTHOR

To contact Attorney Grant J. Skolnick with any questions or comments you may have:

Email: Lawyer@GrantSkolnick.com

Phone: (561) 536-3529 or (561) 5363-LAW

Fax: (561) 420-0123

www.GrantSkolnick.com

www.linkedin.com/in/grantskolnick/