



LEGAL REPORT

*3 TRAPS INSURANCE
COMPANIES SET FOR YOU
AFTER AN ACCIDENT*



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3 TRAPS THAT INSURANCE ADJUSTORS WILL SET FOR YOU.....

BUT READ THIS FIRST (AND CAREFULLY):

You may be like many people who are in car accidents who want to try and handle your insurance claim on your own. I certainly encourage any person to resolve their claim if they have been in an accident and were not injured.

On many occasions, however, people just like yourself will be injured in an automobile accident and still want to “go it alone” against the insurance company and its adjusters. The worst mistake I have seen people make in the 20+ years of practicing law is to try and settle your claim by trusting the insurance adjuster.

FAIR WARNING: Insurance adjustors are not your friend and don't have YOUR best interests in mind!!!!

Neither the insurance company nor anybody who works for it are really that interested in helping you. As I mentioned above, perhaps the biggest mistake I've seen individuals make is putting their trust and faith in an insurance adjuster to do the “right thing.”

I would like to make one thing perfectly clear to you before I go any further:

- (a) insurance companies are in the business of making a profit (which should come as no surprise to anyone);
- (b) The only way the insurance companies make a profit is when they take in more money (individuals paying insurance premiums) than what it is willing pay out to injured people like you;

(c) Therefore, whenever an insurance company is forced to get involved to settle an injury claim like yours, it will take whatever steps it can to pay you as little money as it can get by with.

What that means is that while the insurance company may act nice to you, their ultimate goal is to be as nice as it takes so that it can settle with you for as cheaply as possible. Remember to always keep that in the front of your mind when you are dealing with an insurance company.

One of the oldest tricks in the book is when an insurance adjuster contacts you by claiming that he or she only wants to work with you in settling your claim.

REMEMBER: Adjusters are employees of insurance companies. Their loyalty, and in fact duty, rests solely with their employer, the insurance company.

Insurance adjusters are highly trained to trick you into believing that they are your friend and that they only want to “help you out.”

Here is how you know the insurance adjuster is not on your side but rather is on the side of his/her employer, a large corporate insurance company: insurance adjusters make bonuses in their salary by paying to you as little as possible.

Let me give you an example. If an insurance adjuster is working on your claim, he or she may evaluate all of the relevant information to your case and, after discussing your case with his or her supervisors, will decide on the value of your claim. For example's sake, let's assume that an adjuster and his team put a value of \$10,000 on your claim. When the adjuster is negotiating with you, he or she will likely start offering you some minimum amount, such as 50% of that amount, or \$5,000.

Ultimately, after you and the insurance adjuster have gone “round and round” in negotiating the settlement of your claim, the adjuster may tell you that he or she can go no higher than \$7,500. The adjuster may even

tell you that he/she is fighting for you with their supervisors but can't get them to budge any higher.

Because you have learned to trust this adjuster and have come to believe that he or she is your friend and is looking out for your interest, you will probably be tricked into accepting \$7,500 to settle your claim. If you do accept that amount, the adjuster will have saved \$2,500 from what he/she was authorized to pay you in the first place.

When adjusters can save money and not pay you what you are entitled, he/she will make compensation bonuses because they are "saving the insurance company money."

Therefore, never, ever, under any circumstances, believe that an insurance adjuster is your friend. They have a job to do and they are going to do it.

You may want to think about it in these terms – if an insurance adjuster has to choose between paying the maximum amount of your claim or paying you less than the maximum amount and earning a bonus for his/her family by paying you less than the maximum value of your claim, what do you think the insurance adjuster will chose to do? The answer is pretty simple.

BELOW ARE THREE (3) COMMON TRAPS THAT INSURANCE COMPANY ADJUSTORS ROUTINELY SET FOR UNSUSPECTING ACCIDENT VICTIMS LIKE YOU:

Trap #1: We need you to sign 'just a few forms'

Medical Records Release: Right after an accident with injuries, you will be bombarded with questions and forms. It will begin with questions by law enforcement, medical professionals and even insurance companies. Insurance adjustors begin gathering information on you as soon as

possible. They are looking for any way to get out of paying you what your claim is worth.

A medical records release form allows them to gain access to all of your current and past medical records – even medical conditions/issues that are totally unrelated to your injury claim (i.e. miscarriages, sexually transmitted diseases, etc.) Any time you visited a doctor or any time spent in a hospital will be available to them. Additionally, the insurance company can then put this information on a national database for all other automobile insurers to see. Your privacy is lost.

The information they gather will then be used to reduce your claim. It will provide them with a history to blame for your injuries and pain and suffering. If you have been in an accident before, have previously had surgery or even suffered minor injuries, they will utilize that information to deflect blame from your accident.

Although this information cannot and should not be hidden from the insurance companies, it is better for you to provide that information to the insurance companies and not give them free access to your records. It is also important that the information is vetted by an attorney so you are fully prepared when it comes to filing your claim and possibly a court case.

Signing a General Release: One of the easiest traps that many people get caught in is by signing forms without reading them in its entirety. Never sign a form with an insurance company that is labeled RELEASE or more specifically GENERAL RELEASE. You will get pressured into signing this type of form if money has been discussed. The insurance adjustor wants your claim settled as soon as possible for the least amount of money. You will be asked to settle as quickly as possible.

If you have just a property damage claim, then I would suggest reviewing the form and even signing it. However, if you have medical bills and any ongoing care, DO NOT sign a release. Remember, if you have a property damage claim, such as damage to your car that needs to be fixed, they will normally agree on an estimate and ask you to sign a property damage release to issue a check to you or an auto body shop. This type of release should have “property damage” somewhere on the form and never “general release.” If you have medical bills and have continual care, and

you are being asked to sign a general release, contact an attorney immediately.

Trap #2: Giving a Recorded Statement

Within a day or two after an accident, you will receive a call from an insurance adjustor to get “your side of the story” and some personal information. They will always seem nice and tell you they want to determine liability so if necessary, you can be compensated. You have nothing to hide, and I am sure you want to be helpful. So what could go wrong if you answer a few questions on tape? Plenty! **You should never give a recorded statement to the insurance company of the individual who hit you.** That deserves a second read; you should never give a recorded statement to an insurance company without first speaking with an attorney. It is not in your best interest and more than likely, it will be used against you.

The purpose of recording a statement is to ultimately take your words and use them to reduce your claim. Insurance companies have dealt with millions of claims over the years and have experience in what information to gather and what to get from you to better their case and hurt yours. Your recorded statement will be compared to every statement you have given in reference to the accident, including what you told law enforcement on the day of the accident. They will even check for inconsistencies that are very common when a person repeats a story more than once. The insurance company knows this and will use it to their advantage and could even deny your claim on what you say.

It is very common for victims of an accident and of medical trauma to be stressed and confused after an accident. This is a time when you are most vulnerable. You have not had time to fully recuperate and review the events that led up to the accident.

Once your statement is recorded it is permanent. You will have no time to prepare and may not have been fully diagnosed by a medical professional. A little bullying from an insurance adjustor can lead you to say things that may not necessarily be true. They have the advantage in

this situation; they control the questions and the follow up. They may get you to admitting fault or even misrepresent your medical condition.

Just think about the first question most people ask when you pick up the phone. "How are you?" You respond how you would any other time you are asked. "Fine." That one simple answer could provide huge amounts of damage to your case.

One thing you must also keep in mind is that your responses on the recorded statement can also be used by the insurance company lawyers if your case goes to trial. When you are on the witness stand, they will use your statement to question your testimony. They will point out all of the inconsistencies in your statement that were given right after a very traumatic experience. Although at first the inconsistencies may seem to have little consequence to you, it *will* look bad in front of a judge or jury.

In most instances you have a right to refuse to provide a recorded statement, however there are some circumstances that might require you to do so. You might be required by your own insurance company to give a statement before they process any of your property damage claims. Make sure you determine if it must be recorded or if it can be written.

Written statements can be more thought out and will allow you to correct any misstatements before you turn it over. In this instance, it may still be important to consult an attorney if you received medical treatment after the accident. In any event, you need to be aware that what you say to an insurance company will affect your claim and quite possibly lead to its denial.

Trap #3: Settling Pre-Maturely

Many car accident victims settle their claims on their own. This occurs most often when there is only property damage, such as your vehicle needs to be repaired or your lawn was destroyed. When it becomes more difficult, when there are medical bills involved, it gets a little more tricky. That is not to say you could not settle a claim on your own, especially if it involved minimal medical bills, but the insurance company

will work hard to reduce what you should receive and your awareness is key to overcoming their experience.

One of the biggest traps insurance companies will set is to get you to settle your claim as soon as possible. The quicker they settle your claim, the cheaper it will be and insurance adjustors know this. They also are aware that most accident victims want the experience to be over as quickly as possible. However, if you have serious medical injuries, you need to slow the process down. Do not allow the insurance company to pressure you into settling. **Your priority should be to fully recover from your accident.** If you settle prior to your recovery, you will not be able to access any additional funds if you have further medical bills down the road. Once you settle and sign your release, you have ended any additional negotiations.

Work with your physician when attempting to determine if you have fully recovered. *Keep in mind that you may not recover to 100%.* This should be taken into account when you begin the claim process with an insurance company. For example, if you have back pain from an accident and it suddenly reappears well after the accident and well after you have signed a release, you have no right to ask the insurance company for further compensation. It is this reason that you should not move to settle a claim that includes extensive medical bills prior to having a conversation with an attorney.

They have experience in working with the insurance adjustors in determining the best course of action for you. There are claims that we have seen that can be settled in a few months; however some claims have taken years due to the recovery period. Each case is different and therefore each claim is different.

An additional reason it is a mistake to settle a claim prematurely is the discovery process. Under some circumstances, especially when an accident results in extensive damages, there are multiple insurance lines that can be tapped to provide compensation. This could include Med-Pay, liability and sometimes uninsured or underinsured insurance. As an accident victim, you may be able to access one or all of these funding sources.

In most cases, the insurance adjustor is not going to offer this information up front. They will work to settle your claim cheaply and will not want you to be aware of the full funding that is available to you. In fact, they may never quote any insurance limits and will generally not offer up uninsured or underinsured information as that is normally through your own carrier. This may seem deceitful, and it is, however, an experienced attorney can quickly dig up this type of information.

Remember: An insurance adjustor is not out to be your friend. They may seem nice and want to help you recover, but the reality will reflect that they are trying to save their employers (the insurance company) money. They will use the above three (3) traps to cheapen your claim and they will use many more. It is imperative that you are aware of what can happen when in discussions with an insurance company after an accident.

You must be in a position to protect your rights. The Miley Legal Group is always available for a FREE consultation (304-326-1800). You can give us a call and we can review your case. If you only have property damage or very minimal medical bills, you might be able to handle the claim yourself. However, if you are facing large amounts of medical bills, you are going to need all the help you can get when dealing with the insurance companies. The Miley Legal Group has years of experience in getting the compensation our clients deserve, regardless of the traps the insurance adjustors set.

Here are some common words and definitions you may encounter when dealing with an insurance adjustor:

Accident report:

Typically referred to as a police report, this report contains important information about an auto accident, such as circumstances, parties involved and citations given. It may also include pictures of the accident scene

At fault:

The degree to which you caused or contributed to an accident, this usually determines whose auto insurance company pays what portion of the damages

Bodily injury coverage:

The amount of insurance coverage available to pay the medical expenses and additional damages for which you are liable for other individuals injured in the accident

Claim:

The request submitted to your insurance company to pay you for expenses, damages and other financial obligations covered by your policy

Claims adjuster:

A representative of an auto insurance company who investigates and settles claims

Collision coverage:

Coverage that pays for physical damage to your vehicle caused by an accident where the vehicle collides with something other than a person or animal (see Comprehensive coverage)

Comprehensive coverage:

Coverage that pays for damages to your vehicle resulting from a loss other than a collision, such as fire, theft, vandalism or contact with persons, animals, birds or falling objects

Covered loss:

Any damage to yourself, your vehicle, or other people or property that is covered by your insurance policy

Exclusions:

Specifically identified situations that are not covered by your auto insurance policy

Liability coverage:

Coverage for damages your auto causes to others and their property

Medical payments coverage (Med-Pay):

Coverage that pays medical expenses to anyone allowable under your policy in the event of an auto accident, this is regardless of fault.

Underinsured (UIM) motorist bodily injury coverage:

Coverage that pays for your bodily injury and related medical expenses when you're injured in an automobile accident and the responsible party (other than yourself) doesn't have adequate auto insurance.

Uninsured (UM) motorist bodily injury coverage:

Coverage that pays for your bodily injury and related medical expenses when you're injured in an automobile accident and the responsible party (other than yourself) doesn't have auto insurance or can't be located (hit-and-run).