

DEMYSTIFYING *YOUR* **CAR CRASH CASE**

The Smart Consumer's Ultimate Survival Guide



DANIEL BRILL

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YOUR
CAR CRASH CASE

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Printed in the United States of America.

ISBN: 978-1-63385-510-6

Published by

Word Association Publishers
205 Fifth Avenue
Tarentum, Pennsylvania 15084

www.wordassociation.com

1.800.827.7903

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Introduction

IF I HAD TO SUMMARIZE THIS BOOK in one phrase, it would be this: “Effective tools to help you get your life back together after being the victim of a car crash.” This is not a philosophical book. It is a real-world survival guide to help shepherd you through a time of confusion and distress.

If you are reading this, you or a loved one were in a car accident. Yesterday or last week, you never would have imagined you’d be researching your legal options. One minute, you were on your way to work or the grocery store, minding your own business. The next minute, a careless driver smashed into you.

You might be angry, confused, shocked, in pain, and anxious. It’s unfair. I understand what you’re going through. I help injured folks on a daily basis. I listen to them, and I guide them through a complex process.

As with any other major challenge in life, you need a *game plan*. What you are about to read is a game plan to help you out of the soup you've landed in. There is no fluff in this book. The guidance shared in this book comes from ten years of real-world, nitty-gritty experience from someone who helps injured people just like you.

After the crash, many thoughts probably went through your head: What's happening? Am I hurt? Do I need an ambulance? What's going to happen to my car? Who's going to pay my medical bills? Do I need to call the police? Will I miss time from work? What's the financial hit I'm going to take because of this [fill in the curse word here] hitting me? I get it. I've heard it all, and I'm here to provide answers.

In the pages that follow, you will learn:

- What to do at the accident scene.
- How to have your car repairs paid for.
- How to deal with insurance companies.
- How to have your medical bills paid.
- When, whether, and how to hire a lawyer.
- How the settlement process works.
- How to put yourself in the best position to receive a great settlement.

I wrote this book because I was sick of seeing good, hard-working people ripped off by greedy insurance companies and taken advantage of by inexperienced or shady lawyers.

I've seen insurance companies try to make the most honest person look bad by taking medical records or even social media posts out of context. This outrageous behavior really grinds my gears. This book was created to arm you with the weapons you will need to fight back and receive the fair compensation you deserve.

I've also seen lawyers settle cases without their clients even knowing about an offer being made. I've seen lawyers sell a client short, opting for a cheap, easy settlement, all to make a quick buck. I've witnessed lawyers tell someone they have no case, only to discover too late that they *did* have a case. These are the smooth-talking con artists some people envision when they think of a personal injury lawyer. These lawyers are a black eye to the legal community, and I want to make sure you avoid them.

Having helped hundreds of people like you and having negotiated countless financial settlements on all kinds of cases—big and small—I know what it takes to get people the compensation they need to be made whole.

I am also uniquely qualified to provide expert guidance to someone in your shoes because I have experience on *both sides* of a lawsuit. I worked on the defense side as a government lawyer defending the City of New York and its employees in civil lawsuits. After many years on the defense, I found a heart and “switched sides.” I now exclusively represent injured claimants. This means I'm able to provide you with secrets from a “spy on the inside” who knows what the defense is thinking. I know their tricks, traps, and tactics. I know them *all* because I studied and mastered them while working for the defense.

I have divided this book into the following three parts, in addition to a Resource Library of incredibly useful templates and cheat sheets:

1. What to Do Within the First 30 Days of Your Accident

The first 30 days after an accident are critical. What you do during this timeframe will greatly impact the value of your settlement. Mistakes made at the beginning of your case can end up impossible to fix later on. In this section, I explain how to preserve vital evidence, receive immediate medical treatment, work through car repairs, respond to insurance companies, and have your medical bills paid.

2. When, Whether, and How to Hire a Lawyer

Some cases require a lawyer. Some don't. This part helps you decide whether hiring a lawyer is necessary. I will give you the tools you need to make an informed decision about legal representation. If you've chosen to hire a lawyer, I'll help you feel prepared to hire a competent one. You will learn the most important criteria to consider when interviewing prospective lawyers.

3. The Settlement Process

At this point in the book, I will assume you have hired a lawyer, which means some of the information in this part might

not be completely relevant to your situation. This is especially true if you hired a good lawyer and can rely on them to give you sound advice. However, I still want you to read these chapters as a reference, so you can stay on top of your lawyer and know what to expect. I will explain what happens when cases are settled and what you can do to ensure your lawyer doesn't cause any delays.

Resource Library

Here you will find a library of important forms and cheat sheets to help you along your journey. You can also download the forms for quick use through the links provided.

Throughout the book, I reference Connecticut law because that is where I practice. However, if you live in another state, the vast majority of what we'll cover will still apply to you.

I hope this book acts as a helpful guide during a difficult time. If you still have questions, and you need further answers, you can reach me at **(203) 418-7264**.

Last, this wouldn't be a book written by a lawyer without a lawyerly disclaimer: This book does not create an attorney-client relationship. For the full legal disclaimer, flip to the copyright page. There. That's it for the legalese. Now, let's get started on your game plan.



PART I

What You Need to Know and Do in the First 30 Days

THE FIRST 30 DAYS after your accident can be incredibly stressful. You worry about the financial hit you might suffer from the accident. You receive calls from insurance companies. You may stress about having your car repaired. You may have injuries that require medical attention. This section explains how to navigate and overcome these immediate stressors.

However, this section discusses another important factor in the first 30 days: protecting your claim. Everything you do during these first 30 days will be intensely scrutinized by the other driver's insurance company. As a result, you must take care to avoid the many hidden traps that hurt many people's settlements.

A photograph of a car driving on a road during sunset. The sun is low on the horizon, creating a warm, golden glow. The car is in the foreground, and the road curves into the distance. The sky is a mix of blue and orange.

CHAPTER 1:

What You Need to Do at the Accident Scene

1. Call the police.

Many people think it's better, smarter, or more efficient to take the other person's insurance information and drive away after an accident, and I get the temptation. You don't want to wait for the police. You want to go home and not "make a big thing out of it." Neglecting to call the police is a big mistake.

The other driver may seem nice and tell you they were at fault, but after a few days or weeks, they may start coming up with alternative facts, such as *you* hit *them*. Their insurance company may deny your claim because there's not enough proof that the other driver caused the crash. Even worse, the other driv-

Neglecting to call the police is a BIG MISTAKE.

er may have given you fake information, and you can't even track them down!

In contrast, when the police arrive, they fill out an extremely detailed report. The police will take down the other driver's name and insurance information and will note the time, location, weather, property damage, injuries, and even who is at fault. They will take measurements and draw diagrams. This information is very important in proving your case, both to the insurance company and to the jury.

That said, if you absolutely do not want to call the police, here's what you should do:

- Take a picture of the other driver's insurance card.
- Take a picture of their driver's license and license plate.
- Get them to agree to text you the following: "This is [their full name]. My insurance policy number is _____, and I was at fault for the accident." If they won't agree to this, threaten to call the police to the scene.

Now, you are, at minimum, protected from the other driver denying fault, and you have solid information to track them down.

2. Take photographs of the property damage and your injuries.

You *must* take pictures of *everything*—your car, their car, the road or intersection layout, shattered glass, the deployed airbags, and any blood, scrapes, bruises, or gashes. These

photographs are crucial to proving your case and negotiating with the insurance company or trying the case to a jury. Without photographs, your case for a fair settlement will become weaker.

3. If you didn't call the police or take pictures:

You might be reading this book after you've left the accident scene. If you failed to call the police or take pictures, *don't worry*. You can still protect your case from being taken out of context later on.

If you didn't call the police, you will want some proof the other driver was at fault. Hopefully, you took down the other driver's contact information. I suggest asking them to text you and say they were at fault. A text message from the other driver *is* admissible in court later on. If they admit to being at fault, the insurance company will not be able to make up alternative facts later.

If you didn't take pictures at the scene, make sure you take pictures before your car is repaired. These property damage photos can be used to support your case as well. For instance, rear bumper damage is clear evidence you were rear-ended, and the other driver was at fault.

A blue car is shown from a side-rear perspective, driving on a paved road that curves into the distance. The scene is set at sunset, with the sun low on the horizon, casting a warm, golden glow over the road and the surrounding trees. The sky is a mix of blue and orange. The car's side mirror and part of its rear wheel are visible.

CHAPTER 2:

How to Have Your Car Repairs Paid For

WHEN IT COMES TO CAR REPAIRS, you will have an important decision to make: Whose insurance should you go through to pay for the repairs?

Their Insurance or Yours?

For car repairs, you have two options: your insurance company or the other driver's insurance company. Which should you choose? The answer isn't so simple, and it comes down to one thing: the *deductible*.

Your auto insurance policy will have collision coverage, which means your own company will pay for your property damage, regardless of fault. However, most policies have a deductible you must pay first before they will pay anything.

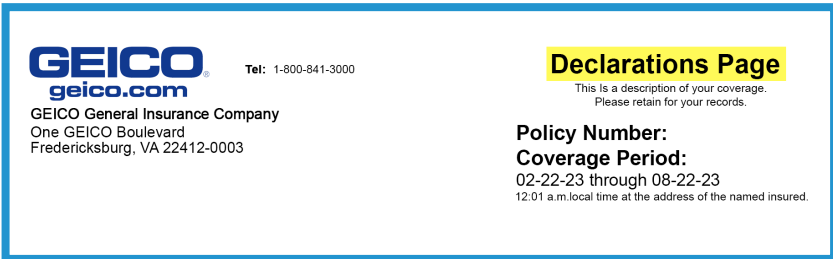
DEMYSTIFYING YOUR CAR CRASH CASE

A typical deductible drivers need to pay is \$500 (see example below). Eventually, your insurance company will try to have you reimbursed for your deductible from company of the at-fault driver's. This could take anywhere from two weeks to six months.

Coverages*	Limits and/or Deductibles	Vehicle 1
Bodily Injury Liability Each Person/Each Occurrence	\$100,000/\$300,000	\$106.50
Property Damage Liability	\$50,000	\$64.30
Uninsured/Underinsured Motorists Non-Stacked Each Person/Each Occurrence	\$100,000/\$300,000	\$35.50
Comprehensive (Excluding Collision)	\$500 Ded/Full Glass	\$91.40
Collision	\$500 Ded	\$311.70
Emergency Road Service	Full	\$4.20
Rental Reimbursement	\$50 Per Day \$1,500 Max	\$20.00
Mechanical Breakdown	\$250 Ded	\$32.00
Total Six Month Premium		\$666.40

NOTE: To find a listing of coverage items on your insurance policy, log in to your car insurance company's online portal and look for "policy documents." The critical document you need to view is called the declarations page. This page

summarizes your various coverages. The header will look like this:



The image shows a screenshot of a GEICO insurance policy declarations page header. It is enclosed in a blue border. On the left, the GEICO logo is displayed in blue and black, with the website 'geico.com' below it. To the right of the logo, the text 'Tel: 1-800-841-3000' is shown. Below the logo and phone number, the full name and address of the GEICO General Insurance Company are listed. On the right side of the page, the title 'Declarations Page' is highlighted in a yellow box. Below this title, a small note states 'This is a description of your coverage. Please retain for your records.' Further down, the 'Policy Number:' and 'Coverage Period:' are listed, with the coverage period specified as '02-22-23 through 08-22-23' and a note about local time.

GEICO
geico.com
Tel: 1-800-841-3000
GEICO General Insurance Company
One GEICO Boulevard
Fredericksburg, VA 22412-0003

Declarations Page
This is a description of your coverage.
Please retain for your records.

Policy Number:
Coverage Period:
02-22-23 through 08-22-23
12:01 a.m.local time at the address of the named insured.

In contrast, the other driver's insurance will pay the property damage without charging you a deductible. If that's true, then you may be wondering why you wouldn't always go through the other driver's insurance. It comes down to how quickly you need the car repaired. Typically, your company will pay for the repairs quicker than the other driver's. This is because your company has a contract with you, and they are legally obligated to pay for the repairs.

The other driver's insurance company doesn't have a contract with you. They can jerk you around, deny their driver was at fault, and take a long time to pay the repairs. You will need to ask yourself, "How quickly do I need my car back? Can I afford to shell out \$500 for the deductible right now?"

Finally, your insurance policy will typically have a clause that gives you the right to choose which mechanic to use for the repairs. Make sure to check your policy's language under the "collision coverage" section to see if you have that right. The other driver's insurance company doesn't have to give you that choice. They might mandate that you go to one of their preferred mechanics instead of one of your choosing.

Important: If you go through the other driver’s insurance company to pay for your car repairs, *do not sign any release of liability*. It’s possible the other insurance company may try to trick you into releasing (forever giving up) your personal injury claim. Templates for letters to send to insurance companies regarding car repairs are in the Resource Library.

Here are the pros and cons to help you weigh the options of using your insurance or the other driver’s:

YOUR INSURANCE	THEIR INSURANCE
<p>Pros:</p> <ul style="list-style-type: none"> • Repairs will be paid for more quickly. • You are usually able to choose the mechanic. <p>Cons:</p> <ul style="list-style-type: none"> • You will need to pay the deductible. • It could take weeks or months to be reimbursed for the deductible. 	<p>Pros:</p> <ul style="list-style-type: none"> • You don’t pay any deductible. <p>Cons:</p> <ul style="list-style-type: none"> • They can take longer to pay for the repairs. • You might not get to choose the mechanic.

From a practical standpoint, you should call both insurance companies and talk to the claims representative assigned to your file. Explain the situation and who was at fault. During those calls, you’ll be able to see who is more responsive and cooperative.

If the other driver’s insurance representative admits fault and agrees to pay for the repairs, that’s a good indication you

should go with their insurance. But make sure you have them send you that promise in writing. If their insurance denies fault or is unresponsive, you may want to think about using your insurance first, paying the deductible, and seeking reimbursement later.

Beware of the “Preferred” Auto Body Shops

If you want a reliable repair, you should insist on using a mechanic you know and trust. Insurance companies have special relationships with certain body shops in any given geographic area, which they use as their own “preferred” body shops. These shops work with the insurance companies under a sort of back-scratching arrangement, where the insurance company will send damaged vehicles that need repairs to that shop above other shops.

This may be an issue because if your car is sent to a preferred body shop, the insurance company can have a great deal of say in how the car is repaired. They can force the shop to use after-market parts or used parts. The preferred shops artificially decrease their labor rates for their insurance company masters. These arrangements are good for the preferred shop to receive guaranteed income from the insurance company, but they might not be good for you or your car.

Yes, the overall cost of repairs at a preferred shop will likely be lower, but that’s savings only for the insurance company. In short, do your research before agreeing to an auto body shop and make sure they are thorough, qualified, and reputable.



CHAPTER 3:

How to Obtain a Temporary Rental Car

IF YOUR CAR IS NOT DRIVABLE, you may need a rental car while yours is in the shop. Check your policy to see if replacement rentals are included in your coverage. Car rental coverage isn't usually automatically included in your policy, which means you typically must choose that coverage. Rental car coverage will have a daily maximum the insurance company will pay and an overall cap on what they will pay. For example, the image on the following page shows a \$50 per day limit and a \$1,500 overall maximum.

***Car rental
coverage
isn't usually
automatically
included in
your policy***

Coverages*	Limits and/or Deductibles	Vehicle 1
Bodily Injury Liability Each Person/Each Occurrence	\$100,000/\$300,000	\$106.50
Property Damage Liability	\$50,000	\$64.30
Uninsured/Underinsured Motorists Non-Stacked Each Person/Each Occurrence	\$100,000/\$300,000	\$35.50
Comprehensive (Excluding Collision)	\$500 Ded/Full Glass	\$91.40
Collision	\$500 Ded	\$311.70
Emergency Road Service	Full	\$4.20
Rental Reimbursement	\$50 Per Day \$1,500 Max	\$20.00
Mechanical Breakdown	\$250 Ded	\$32.00
Total Six Month Premium		\$666.40

If you don't have rental reimbursement coverage, contact the other driver's insurance, and ask about having them pay for a rental. Ask for their agreement to pay for your car rental *in writing*, and remember, do not sign any liability releases! Templates for letters to send to insurance companies regarding car rentals are located in the Resource Library.



CHAPTER 4:

Concerns About Your Car Insurance Rates Rising

MANY PEOPLE ARE HESITANT to tell their own insurance company about the accident out of fear their rates will increase. This is a perfectly normal reaction, but by failing to tell your insurance company, you might be *forfeiting certain rights* under your insurance policy, such as:

1. The right to have your property damage repairs paid for by them.
2. The right to a replacement rental car if that's covered under your policy.
3. The right to uninsured or underinsured motorist benefits.

When you bought your car insurance policy, you bought a *promise* from your company to pay for a loss if it should occur. You upheld your end of the bargain by paying premiums. Now that an accident has happened and resulting damage has occurred, they have to make good on their promise by paying you for certain losses.

However, under your contract, your company usually has the right to interview you and carry out a timely investigation regarding the accident. If you fail to report the accident to your company, you could be breaching the “duty to cooperate” clause in your insurance policy, which would void their obligation to pay you.

For instance, suppose you suffered injuries and six months down the road you find out the at-fault driver has no insurance. In that case, your *only* source of compensation for your injuries would be your own car insurance’s uninsured motorist coverage. However, if you failed to report the accident in a timely manner, you could forfeit that pot of money.

Some folks become nervous about telling their company and say, “Well, won’t my rates go up?” I can’t guarantee they won’t increase. For some companies, if you were not at-fault, your rates won’t go up unless you’ve had three or more accidents in three years. But even if your rates do go up, you can

simply shop around for a better policy from a different company.

Many companies will even pay off your old car insurance contract in exchange for you signing up. Some companies have accident forgiveness programs. Dozens of insurance companies are out there vying for your business.

Dozens of insurance companies are out there vying for your business.

Think about how many car insurance ads air during the Super Bowl!

In addition, if you file a claim for reimbursement with the other driver’s insurance, they might notify your company anyway. The only way to completely avoid your insurance company finding out is for neither party to call the police or tell their insurance companies, but that increases the risk of the other driver giving you fake information, ghosting you, or denying they were at fault.

My suggestion is to tell your own company about the accident, but here’s a list of pros and cons to help you to decide for yourself:

TELLING YOUR INSURANCE	NOT TELLING YOUR INSURANCE
<p style="text-align: center;">Pros:</p> <hr style="border-top: 1px dotted black;"/> <ul style="list-style-type: none"> • You preserve your rights to receive payments for things such as car repairs or uninsured motorist benefits. 	<p style="text-align: center;">Pros:</p> <hr style="border-top: 1px dotted black;"/> <ul style="list-style-type: none"> • Your rates may not increase, but this is not a guarantee. The other driver might tell their insurance about the accident, who then may tell your insurance.
<p style="text-align: center;">Cons:</p> <hr style="border-top: 1px dotted black;"/> <ul style="list-style-type: none"> • Your rates might go up, but you can shop for a new policy. 	<p style="text-align: center;">Cons:</p> <hr style="border-top: 1px dotted black;"/> <ul style="list-style-type: none"> • You could forfeit your rights to payments under your policy.

If your insurance company tells you they are raising your rates, see “Resource 5” in the Resource Library for a letter template to send to your insurance company about possibly preventing a rate hike.

A blue car is shown from a side-rear perspective, driving on a paved road that curves to the right. The scene is set during sunset or sunrise, with a warm, golden glow from the sun low on the horizon. The sky is a mix of blue and orange, and there are trees and greenery along the roadside. The car's side mirror and part of its rear wheel are visible.

CHAPTER 5:

Insurance Company Traps to Avoid

THE OTHER DRIVER'S INSURANCE company is *not* your friend. When they contact you, they're *not* trying to help you. Their only goal is to protect their money, which means *not* paying you or, if they do pay, paying you an unfair amount.

If the other driver's insurance company contacts you, know this: You have *no obligation* to cooperate with them, and be aware that the other driver's insurance company will try to get a few things from you, such as:

1. A recorded statement.

Their goal is to get you on record talking about the accident. You might ask, "What's the harm? I'll simply tell them the

truth and explain that the crash was the other person's fault." The harm is you might say something that is taken out of context about either the crash or your injuries. Even if 99% of your statement is helpful for you, they'll simply ignore that portion and weaponize (or use against you) the 1% that hurts your case. *There is almost never a good reason to give the other driver's insurance a recorded statement.*

2. An authorization for them to obtain your medical records.

Signing a medical authorization (also called a HIPAA authorization) is very dangerous. It gives them the right to see all your medical records. Depending on how they word the authorization, they might be able to see your accident-related medical records *and* prior medical records. Again, their goal is to find anything they can use against you, such as a prior injury they can blame your current pain on. *There is almost never a good reason to give the other driver's insurance access to your medical records.*

3. A release to settle your case.

You might be surprised to learn they could offer you a few hundred dollars to settle your case. This is a *trap*. Because you were just in an accident, you might not know the extent of your injuries. Some injuries take time to manifest, especially since your adrenaline is running high right after the crash. It's not uncommon for people to think a minor ache or pain will go away, only to find out they suffered a more serious sprain, strain, or even a herniated disc. By signing a release, you are agreeing to forfeit any future compensation for what might be a much more severe injury.

Just Say No!

If the at-fault driver's insurance company calls you up, just say no—no recorded statements, no signed statements, no signed authorizations for medical records, and no signed releases of your claim. Remember, the other driver's insurance company wants to destroy your case, not help you. You do not have to cooperate with them, and it is almost always harmful if you do.

You can find templates for a variety of emails and letters to send to the other driver's insurance company regarding their harassing letters in the Resource Library.

One More Note of Caution: Social Media

In recent years, insurance company lawyers have begun weaponizing claimants' Facebook and Instagram pictures at trial to devastating effect. When an injured person (or their family members) posts a picture of them at Disney World, at a softball game, smiling at a picnic, or doing literally *anything* showing joy in their life, the insurance lawyer will show the picture to a jury on a blown up posterboard and say, "They can't be hurt that bad. Their life hasn't changed. Look at how much fun they're having!"

Make all social media accounts private. Do not post any photos of yourself doing anything that could potentially be taken out of context. Tell your friends and family to make their profiles private. Tell them not to post pictures of you and adjust the settings that allow others to tag you. This is your only case, and everything should be kept private.



CHAPTER 6:

Understanding Who Pays for Medical Bills

WARNING: Do not assume the other driver's insurance will pay your medical bills while you are receiving treatment.

So, who does pay your bills? Here's the quick answer:

- If you live in a no-fault state, your own car insurance will pay your medical bills at the time of service.
- If you live in an at-fault state, *you* must pay your own medical bills at the time of service. Only after you settle with the at-fault driver will their insurance reimburse you. You will need to pay as you go, which is typically done through your own health insurance.

At-Fault Versus No-Fault States

The first step in figuring out who will pay your medical bills is to determine if you live in an at-fault or a no-fault state. As of 2023, the states listed below are no-fault states, and every other state is an at-fault state.

No-Fault States

1. Florida
2. Hawaii
3. Kansas
4. Kentucky
5. Massachusetts
6. Michigan
7. Minnesota
8. New Jersey
9. New York
10. North Dakota
11. Pennsylvania
12. Utah

In no-fault states, the process is simple: your own insurance company will pay for your medical bills as you receive treatment, regardless of who caused the accident, hence the label “no-fault.” If you live in a no-fault state, you *must* do research to see if there is a *deadline to apply for no-fault benefits*. You may only have 30 days to submit a no-fault application to your insurance company, after which point the insurance company will not pay for your medical bills. Your no-fault benefits may also be described in your policy under the name personal injury protection or “PIP.”

In at-fault states (such as Connecticut), the *other driver’s insurance does not pay your bills as you receive treatment*. The issues of who is at fault, how injured you are, and whether your injuries were caused by the crash or something preexisting need to be determined first. Only *after* you receive a

settlement will the at-fault driver's insurance pay your bills, which could be months or years after the accident.

Therefore, if you live in an at-fault state, do *not* leave bills unpaid and do not assume the other driver will pay for them at the time of service. They won't, at least not right away. You will need to find a way to pay your own bills at the time of treatment. It's not fair, but it's the law.

How to Pay for Your Own Bills in an "At-Fault" State

If you live in an at-fault state and must pay as you go, you have three options for paying your bills. These are listed below in the order of who should pay first.

1. MedPay
2. Health Insurance
3. Letter of Protection

MedPay

If you're in a car accident, you may have a right to something called medical payments or "MedPay" from your own auto insurance. MedPay is an optional coverage for auto insurance, and it's a great benefit to have. There are no co-pays or deductibles. As with all insurance, you can't buy it after the accident, but if you bought it before the accident, use it!

You can find out if you have MedPay coverage by looking at the declarations page of your own auto policy. The decla-

rations page for medical payments will show something similar to this:

Coverages	Limits	Deductibles
Bodily Injury Liability Each Person/Each Occurrence	\$1MIL/\$1MIL	
Property Damage Liability	\$50,000	
Medical Payments	\$7,500	
Underinsured Motorists Conversion Coverage Each Person/Each Occurrence	\$1MIL/\$1MIL	
Comprehensive (Excluding Collision)		\$1000 Ded/ Full Glass
Collision		\$500 Ded
Emergency Road Service	Full	
Rental Reimbursement	\$50 Per Day / \$1,500 Max	

In this example, you would have a MedPay benefit of \$7,500. That means for the first \$7,500 worth of medical treatment, your car insurance must pay for your medical bills.

You should tell your medical provider to bill MedPay *first*, before they bill your health insurance. If you have MedPay, *tell* your medical provider you have this coverage and ask them to bill your car insurance. To track how much money is left on your MedPay, you can call your car insurance company, or the medical provider can find out for you.

Health Insurance

If you don't have MedPay, you will have to use your own health insurance to pay for your medical treatment. This could be employer-sponsored health insurance, an individual plan (Obamacare), VA healthcare, union healthcare, Medicare, or Medicaid (called "Husky" in Connecticut). Keep track of your co-pays and deductibles. Those payments should be reimbursed by the other driver's insurance if your case ends in a settlement.

Letter of Protection

If you don't have MedPay and don't have health insurance, you're in a bit of a pickle. Some people in this boat choose to forgo necessary medical treatment in order to avoid the expense, which is terribly unfair. Some might have to borrow money or go on a long-term payment plan to pay off their medical debt.

However, there is one last option available to you. It is called a letter of protection, which is a promise from you to your doctor that you will pay them later out of the proceeds of your settlement or verdict. It's essentially an IOU, and not all doctors will provide treatment on a letter of protection.

Typically, a doctor will only treat based on an IOU if they know you have a good lawyer who will get you a recovery. So you'll need a reputable lawyer if you're looking at receiving treatment on a letter of protection. Any good personal injury lawyer will keep a list of medical providers who will treat folks on a letter of protection.

***Keep track
of all your
medical bills
and expenses
for settlement
negotiations or
trial exhibits.***

No matter how you end up having your medical bills paid, it's important to keep track of all your medical bills and out-of-pocket expenses for your lawyer to use during settlement negotiations or as trial exhibits. Keep copies of all co-pays or deductible payments you've made. Documentation of your cost of care is vital evidence in your case.

A photograph of a car driving on a road during sunset. The sun is low on the horizon, creating a warm, golden glow. The car is in the foreground on the right, and the road curves into the distance on the left. Trees and a clear sky are visible in the background.

CHAPTER 7:

Medical Care Traps You Must Avoid

(If You Do Nothing Else, Read This!)

WHEN INSURANCE COMPANIES value personal injury cases for settlement purposes, the only thing they value is medical treatment. It doesn't matter how much pain you are in. If you don't receive treatment, the insurance company will devalue your case. There are two things that can destroy your chances of receiving a fair settlement more than anything else:

1. Waiting more than seven days to receive your first medical treatment (delay in treatment)
2. Neglecting to go to a doctor consistently (also known as having a gap in treatment)

Delay in Treatment

If you experienced any pain following the crash, it is critical that you *receive medical treatment as soon as possible*. Ideally, you will want to receive treatment within the first three days. Typically, injured victims will visit the emergency room, urgent care, primary care doctor, or a chiropractor.

Insurance companies love it when an injury claimant waits over a week to seek or receive treatment. The arguments they will make are:

1. How can this person (you) be so badly injured if they waited so long before seeking medical treatment?
2. We don't know what happened during that gap between the accident and their first treatment; maybe they were hurt some other way.

There are ways around these arguments. For instance, perhaps you thought the pain would go away, you tried healing on your own with ibuprofen and rest, or you didn't have health insurance to see a doctor. While your lawyer can use these comebacks, your case is much stronger if you simply seek immediate medical treatment.

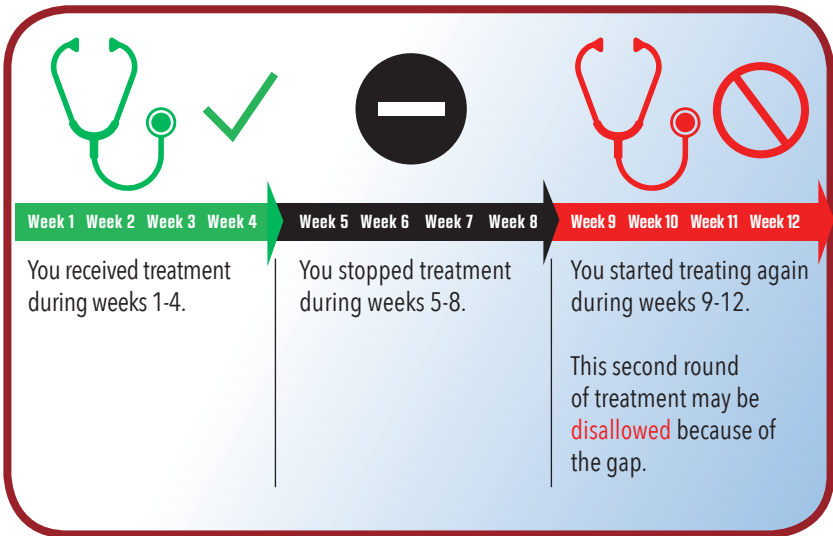
If you're reading this and are in pain but haven't sought any treatment yet, *put the book down* and go see the doctor!

Gaps in Treatment

If you receive treatment for a period, then stop receiving treatment for an extended period and continue treatment later, the insurance company may not accept the second pe-

riod of treatment as being connected to your accident. The period of time when you did not receive any treatment is called a gap in treatment. The argument is that if you were so injured, why did you fail to go to the doctor consistently? A gap will most likely hurt your chances at a fair settlement.

Gap in Treatment, Illustrated



To counteract this pitfall, see the doctor *consistently* if you are in pain. That way, you nip the gap in treatment argument in the bud. More importantly, however, you should go to the doctor when you are in pain because it is the right thing to do for your *health*. Forget about the case. Having your pain diagnosed and treated promptly is the best path toward healing and recovery. Both in life and in court, but *especially* in life, see a doctor if something hurts.

A photograph of a car driving on a road during sunset. The sun is low on the horizon, creating a warm, golden glow. The car is in the foreground, and the road stretches into the distance with trees on either side.

CHAPTER 8:

Missed Time from Work

RECOVERING LOST WAGES is similar to recouping your medical bills. If you miss time from work and live in a no-fault state, there is a good chance your own car insurance company's PIP coverage will pay for lost wages. If you live in an at-fault state (such as Connecticut), however, your lost wages won't be reimbursed until and unless you get a settlement with the at-fault driver.

To recover money for lost wages in any state, you must prove the crash prevented you from working and receiving your normal income. If you deliver pizzas, and your car was in the shop for two weeks, you'd arguably be entitled to those two weeks of lost earnings. If you work in construction and couldn't lift heavy objects for six months because of a herniated disc, you could be entitled to those six months of lost wages. You can prove your lost wages through timesheets, paystubs, W-2s, tax returns, and other employment records such as a letter from your boss. Keep copies of all documents relating to your lost wages.



PART II

Whether You Need a Lawyer and How to Hire a Lawyer

AT SOME POINT, you might consider hiring a lawyer. This part of the book answers the most common questions about hiring a lawyer such as, “Do I even need a lawyer? How do I know who the best lawyer is? What are the fees for hiring a personal injury lawyer?”

A photograph of a car driving on a road during sunset. The sun is low on the horizon, creating a warm, golden glow. The car is in the foreground, and the road curves into the distance. The sky is a mix of blue and orange.

CHAPTER 9:

Do You Need a Lawyer?

IT MAY COME AS A SURPRISE to learn that *not every car accident case requires a lawyer*. There are simple, small cases people can handle themselves. Settling a property damage claim or a very small injury claim doesn't require a law degree.

Cases That Might Not Require a Lawyer

There are four main categories of cases that may not require a lawyer.

1. You suffered no injuries.

If you weren't injured and only sustained property damage, you probably don't need a lawyer. To have your car repairs paid for, simply follow the steps outlined in Chapter 2.

2. You suffered very minor injuries that have completely healed.

Some people suffer scrapes, bruises, and minor strains that completely heal within a week or two of the accident happening. If your injuries were very minor, and you are *positive* there are no lingering issues, you may not need a lawyer. In this situation, you can try to settle the case yourself for a small amount, but be aware that if you settle the case yourself, and your injuries worsen, you won't have another chance at more money later.

3. You did not receive any medical treatment for your injuries.

Insurance companies don't care about what you say your pain is. The only thing they care about is what the *medical records say*. That is why it is so critical to receive treatment if you are in pain. If it has been over six months, and you have received no medical treatment, your case will have little value. In this circumstance, you may consider settling your own case.

4. You had less than three medical visits and missed no work.

If you did receive medical treatment, but it was only one or two visits, you have a very small case. This is especially true if six months or more have passed since your accident. If you had very little treatment *and* you missed no time from work, you can try to settle the case yourself for a nominal amount.

Please note it is always a good idea to *call* a lawyer about your case, but if it is a very small case with limited injuries, you might not need to *hire* one.

If you are interested in trying to settle your own case, please look at the “Settle It Yourself” template in the Resource Library.

Cases that Usually Require a Lawyer

The four main categories of cases that usually require a lawyer are as follows:

1. You suffered a serious injury, such as a broken bone or worse.
2. You suffered a sprain or strain injury and received medical treatment.
3. You lost time from work.
4. You suffered headaches or other concussion-like symptoms.

If you have more serious injuries and have received medical treatment, it's probably a good idea to hire a lawyer to represent you in your case. If you try settling a more significant case on your own, you won't have to pay a lawyer 33.33% of your recovery, but you will probably be leaving money on the table *even after accounting for the lawyer's fee*.

The problem with trying to settle a more serious claim on your own is *you don't know what you don't know*. There may be pots of money (such as insurance policies) you don't know about or negotiation strategies a lawyer knows how to employ. Also, a lawyer will know how to accurately value a case better than you, based on their experience. Most importantly, a lawyer carries the threat of filing a lawsuit and going to trial, something you have no experience in.

If you're still not sure about hiring a lawyer, here are some pros and cons to help you decide:

Hiring A Lawyer	Not Hiring A Lawyer
<p>Pros:</p> <ul style="list-style-type: none">• They will handle the whole insurance process, so you won't have to stress.• They will probably obtain a higher settlement amount than you would.• They have knowledge and access to resources (e.g., LISTSERVS, private investigators, other lawyers, and doctors) that you do not have.	<p>Pros:</p> <ul style="list-style-type: none">• You keep the entire settlement and don't pay a lawyer's fee.• You can "just get it over with" by taking whatever the insurance company offers.• You don't have to deal with lawyers or the legal process.
<p>Cons:</p> <ul style="list-style-type: none">• You will need to pay the lawyer a 33.33% fee on your recovery.• The case might last longer—if you need to file a lawsuit—than if you quickly settle yourself for a smaller amount.	<p>Cons:</p> <ul style="list-style-type: none">• You will probably receive less money in a settlement even after accounting for the lawyer's one-third fee.• You could unknowingly settle a large case for pennies on the dollar and be forever barred from seeking more money.• You have to deal with all the annoying insurance company games and tricks yourself.• You could make a mistake, such as missing medical appointments or giving a recorded statement (hopefully not if you've read this book!).

It all comes down to personal preference. Are you the type of person who likes to learn challenging things and do it yourself, or do you like outsourcing unfamiliar tasks to an expert?

***You don't
know what
you don't
know.***

A blue car is shown from a side-rear perspective, driving on a paved road that curves into the distance. The scene is set at sunset, with a bright orange and yellow glow from the sun low on the horizon, casting long shadows and reflecting off the car's surface. The sky is a mix of blue and orange, and there are trees and greenery along the roadside.

CHAPTER 10:

How to Hire a Lawyer and Not Have Buyer's Remorse

I. Dangers of Hiring a Billboard Lawyer

You know that lawyer on all the billboards? The one with a gladiator helmet, a hammer, or boxing gloves? Of course you do! That's probably the first personal injury lawyer that came to mind. That's the whole purpose of their advertising campaign, and because you've seen their ads so many times, you may be tempted to call them up after your accident. Here's a word to the wise: These firms focus on *quantity* over *quality*.

Hiring a billboard firm is a big mistake. These firms handle tens of thousands of cases in an assembly line manner. They're referred to as "settlement mills," meaning they sign up any and every case and settle them quickly and

cheaply. They are like the McDonald's of personal injury firms. The big advertising firms do not focus on thoughtfully and carefully preparing cases for trial. Instead of investing in their cases, they spend millions on advertisements. Your case will probably be pawned off to a former insurance adjuster instead of being handled by a lawyer, and there is *no way* the lawyer whose face is on the billboard will ever touch your file.

Instead of a billboard firm, you should find a reputable local attorney with a lot of trial experience. Who you hire has a huge impact on how well you are treated and how much money you receive in a settlement. You will need to conduct a thorough interview with each prospective lawyer. Choosing a lawyer is a massive decision. Do not treat this task as you would choosing a place for takeout.

II. How to Conduct a Thorough Interview of Prospective Lawyers

Below are some of the traits you should look for in a personal injury law firm. At the end of this chapter, I will give you a handy cheat sheet of questions.

a. Commitment to Trials

In personal injury cases, it is very important to hire a skilled trial lawyer. I'm talking about a lawyer who has the *guts* to try case after case after case. A lawyer who has trial experience and the courage to go to trial is like a country with a nuclear arsenal; simply put, countries with nukes have greater leverage and power than countries without them.

What does this mean for you and your case? It means that if your lawyer has a reputation for trying cases, the in-

insurance company will be more afraid of your lawyer and will likely pay you a higher settlement. Here's why. Insurance companies hate trials because they are unpredictable and expose them to enormous risk. They can't control what a jury will do. In contrast, insurance companies like the big billboard "settlement mill" law firms who settle every case for a predictable amount (usually for pennies on the dollar). For that reason, the settlement value is higher when the lawyer is known as someone who tries cases.

To determine a lawyer's trial experience and willingness to take a case to trial, here's a list of questions to ask:

- How many cases have you tried?
- How many cases do you take to trial each year?
- On how many cases do you go all the way to verdict?
- Are you published in any trial lawyer publications?

If they haven't tried many cases, the lawyer might not be the best fit for you.

b. 100% Focus on Personal Injury Law

Lawyers aren't allowed to advertise themselves as specialists or experts in an area of law. That said, you can tell from a lawyer's website if they focus exclusively on personal injury or are a "jack of all trades." A lawyer who has several different practice areas—divorce, criminal, employment, personal injury, etc.—won't have the same level of knowledge and expertise as a lawyer whose sole focus is personal injury.

c. Strategy for Avoiding Delays

A major pitfall in personal injury cases is that they take Way. Too. Long. Some of this is not your lawyer's fault—the court system is slow, and insurance companies like to stonewall—but oftentimes, your lawyer is complicit in your case's delay. Many personal injury firms take on way more cases than they can handle. They are overwhelmed, and, as a result, they become sloppy, miss deadlines, and seek adjournments, all of which push your case further into the future.

This means you need to find a law firm that is:

- Efficient.
- Proactive.
- Detail-oriented.

To identify such a firm, you should ask questions like:

- What is your process for moving my case forward without delays?
- How do you counteract the other party's attempts to delay my case?
- What do you do to stay proactive throughout my case?
- How often will you be communicating with me about my case's progress?

The law firm should have clear answers to these questions, such as:

- We never agree to adjournments.
- We request medical records electronically.
- We give the insurance company strict deadlines to respond to our request, and we involve the court when they don't honor those deadlines.
- We prepare for depositions months in advance, so there is no reason to adjourn them.
- We send documents to the other side far in advance of the court's deadline.

d. The Firm is Tech-Savvy

Technological advances allow law firms to move cases faster than was imaginable even ten years ago. Features such as cloud storage, electronic medical requests, and e-signatures for documents have all significantly cut down on the time it takes to settle a case, but some firms are still stuck in the '90s and have a paper-based system. Some firms still use snail mail to request records. This outdated approach to technology will greatly slow down your case. Paperless is the way of the future, and you should ensure you hire a paperless firm.

Look for a firm that can leverage technology to get your case resolved as quickly as possible. For instance, they can obtain your medical records electronically in 15 days or less. Sending out a paper request and waiting for snail mail responses can take 60+ days to process for you to receive your medical records. A firm that is tech-savvy will also achieve

better results at trial because they can use things like Power-Point, graphics, and animations to persuade the jury.

e. A Robust Client Communication Policy

Your lawyer should update you regularly—at least once a month. It is *their job* to explain the legal process to you. It's *not your job* to figure it out on your own. You shouldn't need to hound the firm with calls asking, "What's happening with my case?" Sadly, many clients are required to chase down their lawyers in order to stay updated.

Ask questions about how often they plan to update you. Find out whether they'll reach you by your preferred communication (text, email, etc.). Ask if the firm will give you *access to your own file*. Nowadays it is easier than ever for a firm to give the client online access to their file through a client portal. The communication expectations should be set from the very beginning.

Your lawyer should be efficient, proactive and someone who keeps you in the loop, not in the dark.

f. Personality Fit, Trust, and Respect

Assuming you've found a lawyer who focuses on personal injury, has a lot of trial experience, is proactive, and communicates well, the last question on your list should be, "Do I get along well with them?" A lawyer-client relationship can last years.

For that reason, you need to be sure you trust the lawyer will tell it like it is. Some lawyers beat around the bush and sugarcoat the facts to make clients happy. It's far better to work with someone who is brutally honest and tells it to you straight. You should also be sure the lawyer treats you with respect and not as "just another file."

Here is a questionnaire for prospective law firms that is also reproduced in the Resource Library:

TRIALS

- How many of your cases go to trial per year?
- How many of those trials go all the way to verdict?
- When was your last trial that went all the way to verdict?
- Are you published in any trial-centered legal publications?

FOCUS

- Do you focus solely on personal injury?
- If not, what percentage of your practice is personal injury? (should be more than 80%)

AVOIDING DELAYS

- Do you agree to delay or postpone your clients' trials?
- Do you send out discovery responses before they're due?
- Do you hold defendants and insurance companies to strict deadlines? How? What do you do if they fail to adhere to deadlines?
- What else do you do to ensure there are no unnecessary delays?

COMMUNICATION

- How often will you update me on my case?
- Will you reach out to me by text (or whatever your preferred mode of communication is)?
- Will I have online access to my case?
- What's the process for setting up a phone call with my lawyer?
- Who will handle my case? One lawyer and one paralegal? A lawyer and a case manager? Just a case manager? Will multiple lawyers be handling my case?

TECHNOLOGY

- Do you use case management software to keep your cases organized? If not, why?
- Are you 100% paperless? If not, why?
- Am I able to sign everything through an e-signature app? If not, why?
- Are we able to meet via videoconference instead of me driving to your office?
- Do you request medical records electronically or through snail mail?

PERSONALITY AND TRUST

- Will you “tell it to me straight” and not sugarcoat things?
- If I disagree with you on something significant such as settling my case, will you respect my wishes and not browbeat me into a quick settlement?

Here is a lawyer scoring rubric, also reproduced in the Resource Library. Based on your interview, score each law firm on the 0–5 scale and add up the totals.

Tech-Savvy?	Committed to Trials?
<ul style="list-style-type: none"> • They are paperless and take full advantage of technology. (1-5) • They still use a paper-based and snail-mail system. (0) <p style="text-align: right;">_____/5</p>	<ul style="list-style-type: none"> • They try cases regularly. (1-5) • They have little or no trial experience. (0) <p style="text-align: right;">_____/5</p>
100% Focused on Personal Injury?	Strategy to Avoid Delays?
<ul style="list-style-type: none"> • 100% focused (5) • More than 80% (3) • 50% (1) • Less than 50% (0) <p style="text-align: right;">_____/5</p>	<ul style="list-style-type: none"> • Concrete and coherent strategy (1-5) • No strategy (0) <p style="text-align: right;">_____/5</p>
Communication Policy	Personality Fit
<ul style="list-style-type: none"> • Robust and specific policy (1-5) • Unclear/no policy (0) <p style="text-align: right;">_____/5</p>	<ul style="list-style-type: none"> • Friendly, trustworthy, respectful (1-5) • Rude or untrustworthy (disqualifier) <p style="text-align: right;">_____/5</p>

TOTAL POINTS _____ / 30

Recommended minimum: 22/30

A blue car is shown from a side-rear perspective, driving on a paved road that curves into the distance. The scene is set at sunset, with a bright orange and yellow glow on the horizon and trees. The sky is a mix of blue and white clouds. The car's side mirror and wheel are visible.

CHAPTER 11:

Legal Fees and the Retainer Agreement

ACROSS THE UNITED STATES, all personal injury lawyers work on a contingency fee basis. This means the lawyer does not charge you by the hour. You don't pay out of pocket as the case moves along. All work on your case that is done by lawyers, including phone calls with you, is not billed to you. The lawyer is paid at the end of the case if they secure a settlement or win a jury verdict at trial. The standard contingency fee is 33.33% of the settlement or verdict.

In addition to the 33.33% fee, you will also need to pay your lawyer back for their costs, such as paying for experts. In Connecticut, case-related costs are deducted from your settlement *after* you have paid your lawyer the one-third fee. In other states, the costs come out of the gross proceeds, before the lawyer gets their fee. Ensure that the retainer agreement clearly sets out the contingency fee and cost arrangement.



CHAPTER 12:

Your Rights as a Client

ONCE YOU HIRE YOUR LAWYER and sign a retainer agreement, your rights don't disappear. In fact, you have some pretty strong rights as a client that last throughout the representation:

- You have the right to fire your lawyer at any time.
- You have a right to choose which lawyer within the firm will handle your case.
- You have a right to a copy of everything in your case file.
- You have the exclusive right to decide whether or not to settle.
- You have a right to confidentiality.

1. You have the right to fire your lawyer at any time and without explanation.

Your case is your property. At any point, you can move your case to a new law firm, or you can simply choose to represent yourself. Many lawyers don't like clients to know this because they want clients to stay with them, but signing a retainer agreement does not commit you to the firm for life. You can fire your lawyer whenever and for whatever reason. If a law firm's retainer agreement forbids you from leaving their firm without a penalty, it is probably illegal.

2. You have a right to choose which lawyer will handle your case.

At your first meeting, you might meet the firm's experienced and illustrious trial lawyer. That lawyer will impress you and convince you to sign the retainer agreement. Then that lawyer will disappear, and a junior associate will take over. What you don't know is that the junior lawyer is also handling 300 other files, and yours will be buried in the stack with the others.

To prevent this, at that first meeting with Mr. Illustrious Trial Lawyer, you must ask:

- Will you be handling my lawsuit?
- Will you be handling the deposition and the trial?
- If I have any questions about my case, will you be available to answer them?

If he gives vague answers, he probably plans to assign the case to another lawyer. Get a firm commitment and a clear understanding of who is handling your file before signing up. If the firm doesn't stay true to its word, remember the first right listed above!

3. You have a right to a copy of your file.

When a law firm works on your case, they develop a file. That file contains all the documents relating to the firm's investigation, all litigation materials, and your medical records. If you fire your lawyer, they must provide you with a copy of your file and close the case in their system. That's it! And that's because it is *your* file, so you have a right to it. Even if everything is copacetic with your firm, you can still insist on a copy of your file at any time.

4. You have the exclusive right to decide whether to settle.

***You are
the boss.
The lawyer
is acting
as your
agent...***

You are the boss. The lawyer is acting as your agent and will decide how to proceed with the inner workings of the lawsuit for day-to-day items, but you decide whether to settle. Sadly, lawyers sometimes pressure clients to settle because they don't want to put in the work to take the case to trial. When it comes to the ultimate decision to settle or go to trial, a lawyer makes a recommendation, and you can accept or reject that recommendation.

5. You have a right to confidentiality.

You place a lot of trust in your lawyer. The law puts up guardrails to protect that trust. You may have heard the phrase “attorney-client privilege” on T.V. This means that when you communicate with your lawyer or their staff, your communications are *protected* by that privilege. The lawyer cannot divulge any information you convey—written or verbal—without your permission. You also have the right to know that things like your medical records and personal identifying information are under strict security at your law firm.



PART III

The Settlement Process

AT THIS POINT in the book, I will assume you've hired a lawyer, but that doesn't mean you can or should "set it and forget it." It's still important for you to know what happens when your lawyer takes over, so you can stay on top of them. Please use this section as a reference guide to keep yourself informed as your case progresses.

A settlement is an agreement that you agree to drop your claim against the at-fault driver in exchange for a sum of money. Once you agree to settle, your case is over forever. You will also need to agree to keep the terms of the settlement confidential.

Your settlement amount represents the sum total of your financial compensation for all losses related to your accident. This includes reimbursement for medical bills, payment of lost wages, and money for pain and suffering.



CHAPTER 13:

How Long Do Cases Take to Settle?

THERE IS NO SET AMOUNT OF TIME it takes to settle a case. Simply put, settlement happens when both sides agree on an amount. This could be within six months of your accident or four years after your accident. It is unusual for cases to settle earlier than four to six months from your accident date because you are typically still treating your injuries during this timeframe.

There will come a point in your recovery when you have plateaued, meaning your injuries and limitations are not getting any better and not getting any worse. This is a good time to settle because there is a clear picture of the long-term effects of your injuries. You will also know the total medical bills that need to be reimbursed.

1. Settling Before Filing a Lawsuit

An ideal time to settle the case is *before you sue*, as long as the settlement amount is fair. You will save time, money, energy, and stress by not involving the court system. Once you hire a lawyer, they aggressively try to settle your case with the insurance adjuster pre-lawsuit. This can be accomplished if your lawyer is organized, persistent, and persuasive.

I have settled many cases pre-lawsuit by working directly with insurance adjusters, strictly based on the persuasiveness of my writing. If the adjuster continues to lowball me, I will sue, but if you can settle with merely the *threat* of a lawsuit, you will save time and money.

The problem with jumping the gun and suing right away is that once you sue, a defense lawyer becomes involved. This will inevitably slow down the case. The defense lawyer does not want to settle the case quickly because defense lawyers are paid based on the number of hours they work on a file. It's in their interest to confuse the issues, make things more complex, postpone deadlines, and do as much work on the case as possible. The more work they perform, the more they are paid. The less efficient the process is, the more they get paid.

2. Settling After Filing a Lawsuit

If the insurance company lowballs you during pre-lawsuit negotiations, you may have to sue. Once you officially file a lawsuit, other lawyers become involved, as does the court. The case is now in suit or in litigation. Cases in suit typically take one to three years to come to the trial date. Your case can settle at any point during that time frame. My experience

has been that cases will settle 12-18 months after the lawsuit is filed.

According to some sources, only three to four percent of cases go to trial. Oftentimes, cases in suit will settle right after your deposition. During litigation, the insurance defense lawyer will take your deposition (sworn testimony) to find weaknesses in your case and evaluate your credibility. After your deposition, the insurance company will better know how you would present as a witness at trial. If you present well, your case value goes up and vice versa.

Some cases settle on the eve of trial, or “on the courthouse steps.” This occurs if there is strong disagreement over the core facts of your case. If the insurance company has reason to believe you’re exaggerating your injuries, or you were partially at fault, they might take the case all the way to trial to see who blinks first. Even if your case goes to trial, many cases settle *in the middle of trial* and before a jury reaches a verdict. Again, it is rare for a case to even get to the trial stage.

***Only three
to four
percent of
cases go
to trial.***



CHAPTER 14:

How Much Do Cases Settle For?

“HOW MUCH IS MY CASE WORTH?” is probably a burning question for you. Unfortunately, there is no straightforward answer. Every case is different because every person and set of facts is different. There is no set schedule of values, nor are there any bright-line rules regarding monetary values for injuries. Therefore, the amount of money awarded in a case is more of a mosaic than a strict formula.

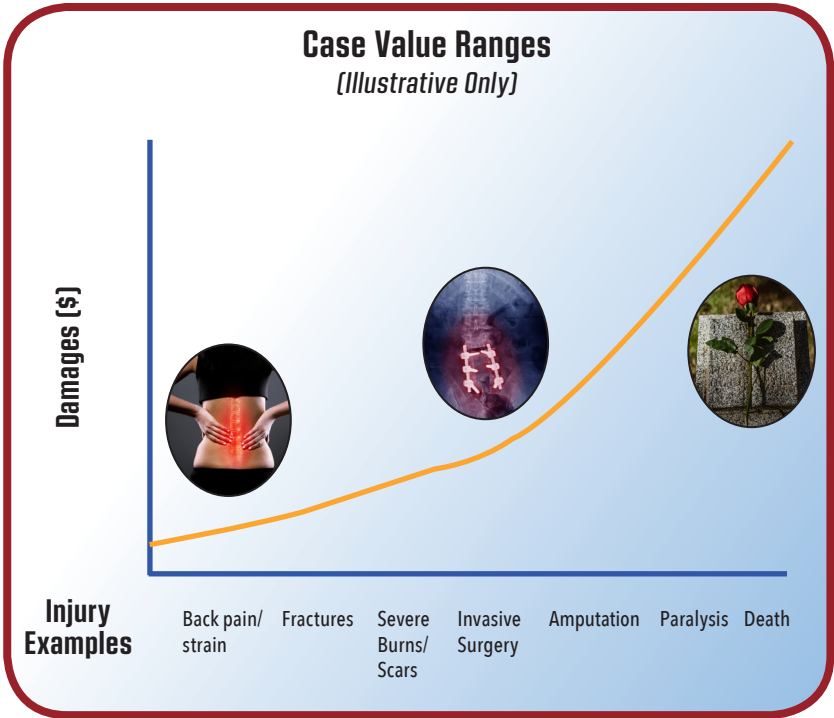
In personal injury cases, your financial losses and physical harms are called damages. Valuing someone’s damages comes in many shapes and sizes. As a general rule, the more severe your injury, expenses, or emotional distress are, the

higher the monetary value of your case will be. The general categories of damages are:

1. Past and future medical bills.
2. Past and future lost wages.
3. Physical pain and suffering (e.g., spasms, discomfort, numbness, lack of sleep).
4. Mental and emotional suffering (e.g., acceptance of the new normal, stress, depression, anger).
5. Inconvenience (e.g., time spent at doctor's offices, mileage to and from appointments).
6. Loss of the ability to enjoy life's pleasures (e.g., hiking, picking up a child, jogging).
7. Permanent impairment (e.g., loss of use of a body part).

Your damages might include one, some, or all of these things. If you owe thousands of dollars in medical bills, that's part of your case's value. If you were disabled from working for six months and had no paid sick time, that's an item of damages. Also, there are the human damages of physical pain and suffering, emotional suffering, loss of enjoyment of life, and so on. In cases where someone is killed in a car accident, the deceased person's spouse might have a claim for loss of companionship.

A monetary damage award represents the fair, just, and reasonable value of what was taken from you by way of health, peace of mind, and enjoyment of life. In a nutshell, *the more injured you are*, and the more negatively your life has been affected, *the higher your case's value* will be.





CHAPTER 15:

Anatomy of a Lawsuit

THIS CHAPTER WILL DEMYSTIFY the lawsuit process, so you will know what you're getting into if your lawyer chooses to sue.

In Connecticut, the first 60 days after your lawyer files the lawsuit involves the insurance company appointing a lawyer to your case and filing a response to your lawsuit. Next, both you and the other driver will fill out and sign something called interrogatories. These are written questions that you must answer under oath about the circumstances of your accident and your injuries.

The next stage of your lawsuit is when you'll have your deposition taken. A deposition is when the other driver's lawyer asks you questions under oath. It takes place in a conference room at one of the law firm's offices. The only people present are you, your lawyer, the other lawyer, and a court reporter recording your answers.

Some keys to succeeding at your deposition are:

- Tell the truth.
- Dress well.
- Do not volunteer answers.
- Only answer the question asked.
- Do not guess or speculate.

You will certainly be asked about your injuries. You will be asked some variation of this question: “Tell me everything you cannot do now that you were able to do before the accident.” Be prepared for this question and elaborate fully on all of your pain, injuries, and limitations. Don’t hold anything back. Your lawyer will help you prepare for your deposition as well.

In the Resource Library, I provide a list of common injuries and impairments after an accident. During the course of your case, you can complete this list and use it as a “pain and suffering journal.” During the week before your deposition, you can refer to your pain and suffering journal to refresh yourself on all the pain and losses you’ve suffered. You do not want to be stumped with questions about your pain and suffering. If you can’t recall or clearly articulate your limitations and pain at your deposition, it will be held against you at trial.

***Don't hold
anything
back.***

The next stage after your deposition is the trial. Cases in suit usually settle between your deposition and the trial. If the case does not settle, your lawyer will need to try the case. Your involvement in the trial

will be testifying about the accident and your injuries, as well as being cross-examined by the insurance company's lawyer. Your friends and family may also be asked to testify to corroborate your testimony about your injuries.

After hearing from both sides, the jury will decide whether the other driver was at fault. If they answer yes, they will decide what sum of money would be fair, just, and reasonable compensation for your injuries.



Conclusion

I HOPE THIS BOOK helped demystify the post-accident process. I know that navigating injuries, insurance companies, repairs, and lawyers can be stressful, but you are now armed with the knowledge and resources to chart your path out of the soup you landed in (through no fault of your own). The Resource Library that follows will give you some very handy tools in your journey to put your life back together.

I truly hope you have a speedy recovery and are able to resume, as soon as possible, living your best life. If you have any additional questions that weren't answered, you can reach me at **(203) 418-7264**.

Wishing you the best of luck,

Dan Brill

RESOURCE LIBRARY

BrillLawGroup.com/resources

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RESOURCE 1

The Immediate Survival Guide for Car Accident Victims

THIS GUIDE SUMMARIZES everything you need to know and do during the first 30 days after the crash.

At the Scene	Immediate Medical Treatment	How to Pay for Medical Bills
1. Call the police.	1. If it hurts, see a doctor right away. Do not wait more than three days after a crash to see a doctor.	1. If you live in a no-fault state (NY), apply for no-fault benefits.
2. Don't admit fault.	2. Follow your doctor's orders. Be consistent in your visits. Don't "tough it out."	2. If you live in an at-fault state (CT), check your auto policy to see if you have "medical payments" coverage. If you do, tell the medical providers to "bill MedPay."
3. Take photographs.	Important: Failing to see a doctor right away can significantly hurt your case.	3. If neither option one nor option two applies, tell your providers to bill your health insurance.
4. Don't post about the crash on social media.		4. If options one through three don't apply, talk to a lawyer about receiving treatment on a letter of protection.

Deciding If You Need a Lawyer	How to Hire a Good Lawyer	Interview Questions for a Law Firm
<p>Cases that might not need a lawyer:</p> <hr/> <ul style="list-style-type: none"> • There was no injury. • You sustained minor injuries and have had fewer than three doctor appointments. • It's been six months and you never got medical treatment. 	<ol style="list-style-type: none"> 1. Avoid billboard firms. 2. Look for a firm that: <ul style="list-style-type: none"> • Takes cases to trial. • Focuses on personal injury. • Has a robust communication policy. • Is tech-savvy. • Is trustworthy and a personality fit. 	<ol style="list-style-type: none"> 1. How many cases do you take to trial every year? 2. Do you focus 100% on personal injury? 3. What's your game plan for avoiding delays with my case? 4. How often will you update me on my case and through what medium? 5. Are you 100% paperless?
<p>Cases when you probably should hire a lawyer:</p> <hr/> <ul style="list-style-type: none"> • You were injured and will need medical treatment. • You missed time from work. • You're suffering from concussion-like symptoms (e.g., headaches, dizziness, word-finding problems). 		

Having Your Car Repaired	Handling Insurance Companies
<p data-bbox="197 315 511 378">Option 1: Go through your own insurance company.</p> <hr data-bbox="168 378 538 381"/> <ul data-bbox="181 430 504 630" style="list-style-type: none"><li data-bbox="181 430 504 456">• Pro: It will be repaired faster.<li data-bbox="181 508 504 630">• Con: You usually must pay the deductible (around \$500) and wait for reimbursement (could take months).	<ol data-bbox="551 285 900 488" style="list-style-type: none"><li data-bbox="551 285 900 378">1. Never give a recorded statement to the other driver's insurance company.<li data-bbox="551 396 900 488">2. Don't sign a medical authorization or release of liability for the other driver's insurance company.
<p data-bbox="197 690 511 753">Option 2: Go through the other driver's insurance company.</p> <hr data-bbox="168 753 538 756"/> <ul data-bbox="181 797 504 987" style="list-style-type: none"><li data-bbox="181 797 504 857">• Pro: You won't have to pay the deductible.<li data-bbox="181 891 504 987">• Con: Might take longer to complete repairs, especially if they deny being at fault.	

Good luck on your road to recovery!

RESOURCE 2

Interview Questionnaire for Lawyers

THE PURPOSE OF THIS QUESTIONNAIRE is to empower you with the knowledge to find the right lawyer for your case. This is a huge decision, and you need to take the hiring process seriously.

TRIALS

- How many of your cases go to trial per year?
- How many of those trials go all the way to verdict?
- When was your last trial that went all the way to verdict?
- Are you published in any trial-centered legal publications?

FOCUS

- Do you focus solely on personal injury?
- If not, what percentage of your practice is personal injury? (should be less than 80%)

AVOIDING DELAYS

- Do you agree to delay or postpone your clients' trials?
- Do you send out discovery responses before they're due?
- Do you hold defendants and insurance companies to strict deadlines? How? What do you do if they fail to adhere to deadlines?
- What else do you do to ensure there are no unnecessary delays?

COMMUNICATION

- How often will you update me on my case?
- Will you reach out to me by text (or whatever your preferred mode of communication is)?
- Will I have online access to my case?
- What's the process for setting up a phone call with my lawyer?
- Who will handle my case? One lawyer and one paralegal? A lawyer and a case manager? Just a case manager? Will multiple lawyers be handling my case?

TECHNOLOGY

- Do you use case management software to keep your cases organized? If not, why?
- Are you 100% paperless? If not, why?
- Am I able to sign everything through an e-signature app? If not, why?
- Are we able to meet via videoconference instead of me driving to your office?
- Do you request medical records electronically or through snail mail?

PERSONALITY AND TRUST

- Will you “tell it to me straight” and not sugarcoat things?
- If I disagree with you on something significant such as settling my case, will you respect my wishes and not browbeat me into a quick settlement?

RESOURCE 3

Law Firm Scoring Rubric

BASED ON YOUR INTERVIEW, score each law firm based on the 0-5 scale and add up the totals.

Tech-Savvy? <ul style="list-style-type: none">• They are paperless and take full advantage of technology. (1-5)• They still use a paper-based and snail-mail system. (0) ____/5	Committed to Trials? <ul style="list-style-type: none">• They try cases regularly. (1-5)• They have little or no trial experience. (0) ____/5
100% Focused on Personal Injury? <ul style="list-style-type: none">• 100% focused (5)• More than 80% (3)• 50% (1)• Less than 50% (0) ____/5	Strategy to Avoid Delays? <ul style="list-style-type: none">• Concrete and coherent strategy (1-5)• No strategy (0) ____/5
Communication Policy <ul style="list-style-type: none">• Robust and specific policy (1-5)• Unclear/no policy (0) ____/5	Personality Fit <ul style="list-style-type: none">• Friendly, trustworthy, respectful (1-5)• Rude or untrustworthy (disqualifier) ____/5

TOTAL POINTS _____ / 30

Recommended minimum: 22/30

Insurance Company General Resources

IN THIS SECTION, you will find the following resources for dealing with common problems from both your own insurance and the other driver's insurance.

1. A pros and cons list for deciding whether to tell your insurance about the accident
2. Letter to your insurance to challenge their decision to hike your insurance rate
3. Letter to their insurance to stop their harassing communications

Note that any letter template within this Resource Library can also be sent by email.

RESOURCE 4

Pros and Cons List for Telling Your Insurance Company About the Accident

MANY PEOPLE are hesitant to tell their own insurance company about the accident out of fear their rates will increase. This is a perfectly normal reaction, but by failing to tell your company, you might be *forfeiting certain rights* under your insurance policy, such as:

1. The right to have your property damage repairs paid for by them.
2. The right to a replacement rental car if that's covered under your policy.
3. The right to uninsured or underinsured motorist benefits.

In addition, if you file a claim for reimbursement with the other driver's insurance, they might notify your company anyway. The only way to completely avoid your insurance company finding out is for neither party to call the police or tell their insurance companies, but that increases the risk of

the other driver giving you fake information, ghosting you, or denying they were at fault.

TELLING YOUR INSURANCE	NOT TELLING YOUR INSURANCE
<p data-bbox="309 423 366 451">Pros:</p> <ul data-bbox="163 472 508 594" style="list-style-type: none"><li data-bbox="163 472 508 594">• You preserve your rights to receive payments for things such as car repairs or uninsured motorist benefits.	<p data-bbox="682 423 738 451">Pros:</p> <ul data-bbox="535 472 879 630" style="list-style-type: none"><li data-bbox="535 472 879 630">• Your rates may not increase, but this is not a guarantee. The other driver might tell their insurance about the accident, who then may tell your insurance.
<p data-bbox="309 670 366 698">Cons:</p> <ul data-bbox="163 719 483 781" style="list-style-type: none"><li data-bbox="163 719 483 781">• Your rates might go up, but you can shop for a new policy.	<p data-bbox="682 670 738 698">Cons:</p> <ul data-bbox="535 719 841 781" style="list-style-type: none"><li data-bbox="535 719 841 781">• You could forfeit your rights to payments under your policy.

RESOURCE 5

Letter to Your Insurance Company to Fight a Rate Hike Because of the Accident

Insurance Company Name

Address

My Policy Number:

Date of Loss:

Dear Ms. Adjuster,

I write to ensure that my car insurance premiums will not increase as a result of the accident on [date]. As you can tell from the enclosed police report, the other driver, [name], was found to be at fault for causing the crash.

I did nothing to contribute to the crash. I was driving safely, minding my own business, when another car smashed into me. As you know from my driving history, I am an extremely careful driver.

For these reasons, I find it to be grossly unfair that my insurance rates might increase because of an accident that was not my fault. If you choose to go ahead with this unfair rate hike, I will be forced to bring my business elsewhere.

For instance, [name] car insurance has offered to buy out my entire contract with you and give me lower rates. Also, [name] insurance has an accident forgiveness program that will cause me to have lower rates than what you are proposing. There are many other auto insurers who will be happy to have my business.

I have been a loyal customer of yours for [number] years. It would be unfortunate if I were forced to terminate my relationship with your company. I hope you choose to reconsider your decision.

Thank you,

Salley Jones

RESOURCE 6

Letter to Other Driver's Insurance to Stop Harassing Requests for Information

REMEMBER, you are under no obligation whatsoever to contact the other driver's insurance company. You can ignore their letters if you'd like.

Letter Template

Insurance Company Name
Insurance Company Address
File No/Claim No.:¹
Date of Loss:

Dear Ms. Insurance Adjuster,

Thank you for your letter of [date]. I can confirm I suffered personal injuries due to the negligence of your insured, [name], on [date].

¹ *The file number or claim number can usually be found on all letters sent to you by the insurance company. If you haven't received any letters, you will need to call the insurance company and reference the other driver's insurance policy as found on the police report (or the photo you took) and find out their claim number.*

I decline to provide a recorded statement or any authorizations. Please kindly respect my decision and do not send further requests.

I am not ready to discuss my injuries or my claim in more detail. You will hear from me or my attorney at the appropriate time.

Thank you,

Salley Jones

NOTE: *Remember to keep all copies of letters from the other driver's insurance company. Your lawyer might want to see them later.*

Car Repairs & Rental Replacement Vehicle Resources

IN THIS SECTION, you will find everything you need to decide which insurance company you should ask to pay for your car repairs, as well as letter templates to confirm the company will pay for your repairs. You will also find information on getting a replacement rental car.

1. A pros and cons list for using your insurance versus their insurance to pay for your repairs
2. Car repair request letter for THEIR insurance
3. Deductible reimbursement letter for YOUR insurance
4. Deductible reimbursement letter for THEIR insurance
5. Letter Accepting THEIR Insurance Company's Offer to Pay for a Replacement Rental Car
6. Letter to YOUR Insurance Company to Pay for a Replacement Rental Car
7. Letter to THEIR Insurance Company if They Deny Fault

CAUTION: When writing to the other driver's insurance company, they might offer to pay your medical bills, car repairs, or replacement rental vehicle, but only if you sign a global release of your claim. Be very careful about accepting anything from the other driver's insurance company in exchange for a release until you are ready to settle the entire case. If you agree to sign a release, your case is over forever, and you cannot come back for more money if your injuries become more severe.

RESOURCE 7

Pros and Cons List for Using Your Insurance Versus Their Insurance to Pay for Your Repairs

YOUR INSURANCE	THEIR INSURANCE
<p>Pros:</p> <ul style="list-style-type: none">• Repairs will be paid for more quickly.• You are usually able to choose the mechanic.	<p>Pros:</p> <ul style="list-style-type: none">• You don't pay any deductible.
<p>Cons:</p> <ul style="list-style-type: none">• You will need to pay the deductible.• It could take weeks or months to be reimbursed for the deductible.	<p>Cons:</p> <ul style="list-style-type: none">• They can take longer to pay for the repairs.• You might not get to choose the mechanic.

From a practical standpoint, you should call both insurance companies and talk to the claims representative assigned to your file. Explain the situation and who was at fault. During those calls, you'll be able to see who is more responsive and cooperative.

If the other driver's insurance representative admits fault and agrees to pay for the repairs, it's a good indication you should go with their insurance, but make sure you ask for that promise in writing. If their insurance denies fault or is unresponsive, you may want to think about using your insurance first, paying the deductible, and seeking reimbursement later.

NOTE: You will want to call the insurance company and ask to speak with the PROPERTY DAMAGE ADJUSTER on your file, not the bodily injury adjuster. That person's information might be found on any insurance company letters to you.

RESOURCE 8

Letter Requesting THEIR Insurance Pay for Your Repairs

YOU WILL USE THIS LETTER if you want the other driver's insurance to pay for your repairs. This avoids paying a deductible to your own insurance company for the property damage.

NOTE: Their insurance will only pay for your car repairs if they admit their driver was at fault. If they deny fault, see the letter template in Resource 13.

Insurance Company Name

Address

File No.:

Date of Loss:

Dear Ms. Adjuster,

As you know, your insured driver was 100% at fault for the accident. In this connection, I am requesting your company to step up and pay for my car repairs.

To facilitate the quick payment of my car's damage, please contact [name] at the [name of shop] autobody shop and reference the date of accident.

The total amount of the car repairs is \$[amount]. An estimate to this effect is attached to this letter.

By agreeing to let you pay for these repairs, I do not agree to release any claims against your insured for their negligence. I reserve all my rights against them and will not sign a release until the appropriate time.

Please confirm in writing that you have agreed to pay for my car repairs in full.

Thank you,

Salley Jones

RESOURCE 9

Letter to YOUR Insurance Company to Have Your Deductible Reimbursed

USE THIS TEMPLATE if you choose to have car repairs paid for by your own insurance company and need to pay a deductible. The deductible should eventually be reimbursed by the other driver's insurance company.

Insurance Company Name

Address

Claim No.:

My insurance policy no.:

Date of Loss:

Dear Ms. Adjuster,

I write to ensure that my \$[amount] property damage deductible is reimbursed by the negligent driver's insurance company. As you can tell from the enclosed police report, the other driver, [name], was found to be at fault for causing the crash.

The at-fault driver was insured with [name] insurance company. That company's claim number is [claim number]. The

property damage claims adjuster is [name], and their contact information is [phone number and/or email address].

Please kindly contact [name] insurance company and demand that my deductible be reimbursed. Please also keep me apprised of any developments regarding this issue.

Thank you,

Salley Jones

RESOURCE 10

Letter to THEIR Insurance Company to Have Your Deductible Reimbursed

Insurance Company Name

Address

File No.:

Date of Loss:

Dear Ms. Adjuster,

My insurance company has paid for my car repairs for the damage caused by your insured on [date]. I was forced to pay \$[amount] as a deductible to my insurance company prior to them paying for the repairs.

Because your insured is 100% at fault for the collision, I am hereby requesting that you reimburse me [amount] for the deductible.

My insurance company is [name]. The claims adjuster at my company is [name], and their contact information is [phone number and/or email address]. The claims file number is [claim number].

Your reimbursement of my deductible is not a release of any claims against your insured for their negligence. I reserve all my rights against them and will not sign a release until the appropriate time.

Please contact my insurance company as soon as possible to facilitate this reimbursement.

Thank you,

Salley Jones

RESOURCE 11

Letter Accepting THEIR Insurance Company's Offer to Pay for a Replacement Rental Car

Insurance Company Name
Address
File No.:
Date of Loss:

Dear Ms. Adjuster,

Thank you for your offer to pay for a replacement rental car. I will be using [car rental company]. You can reach their customer service representative at [phone number and/or email address]. Please reference my date of accident.

By agreeing to let you pay for this car, I do not agree to release any claims against your insured for their negligence. I reserve all my rights against them and will not sign a release until the appropriate time.

Please confirm in writing that you have agreed to pay for my replacement rental car.

Thank you,

Sally Jones

RESOURCE 12

Letter to YOUR Insurance Company to Pay for a Replacement Rental Car

NOTE: This will only apply if coverage for loss of use or rental is included in your policy.

Most car insurance policies don't automatically include coverage for a replacement rental car while your car is in the shop after an accident. However, if you bought loss of use or rental replacement coverage from your own car insurance company, they are obligated to pay for your rental vehicle. You will have a daily dollar limit and a time limit on the number of days you are entitled to this benefit. If you don't have the coverage, you can still ask the other driver's insurance to pay for a rental car.

Consult your own auto insurance policy to find out whether or not you have rental reimbursement coverage and what the terms and conditions are. You can usually find these details on the declarations page, or the "dec page." You can find this information through your company's online portal, your own paper copy of your policy, or by simply calling your insurance company. A declarations page looks something like this:

DEMYSTIFYING YOUR CAR CRASH CASE

Coverages*	Limits	Vehicle 1
Bodily Injury	\$250K each person/ 500K each incident	\$301.50
Property Damage Liability	\$100K each incident	Included
Permissive User Limit of Liability	Full	\$17.00
Medical Coverage	\$5,000 each person	\$66.50
Uninsured Motorist Bodily Injury	\$250K each person/ \$500K each incident	\$44.50
Uninsured Motorist Property Damage	\$100K each incident	\$298.80
Collision		\$7.30
Towing and Road Service	\$100	\$4.50
Glass Deductible Buyback/ Full Glass Coverage		\$27.10
Loss of Use/Rental	\$50 per day/\$1000 Max	\$32.00
Total Premium Per Vehicle		\$797.60

Dear Ms. Adjuster,

I write to ensure that my replacement rental vehicle is paid for by you. As you know, my auto policy includes coverage for a rental vehicle while my car is being repaired. Accordingly, please contact me as soon as possible to confirm you will be paying for my car rental from [name] rental company.

Thank you,

Salley Jones

RESOURCE 13

Letter to THEIR Insurance Company if They Deny Fault

YOU SHOULD USE THIS LETTER if you want the other driver's insurance company to pay for your car repairs or a replacement rental car, and they are refusing and claiming their driver wasn't at fault.

Insurance Company Name

Address

File No.:

Date of Loss:

Dear Ms. Adjuster,

I am writing because you have not accepted liability for the crash and are therefore refusing to pay for my car repairs and/or replacement rental car. Allow me to explain why your decision is misguided.

Police Report (if applicable)

As you can tell from the attached police report, the police found your insured driver to be at fault for [insert reason, such as failing to yield, following too closely, illegal turn,

etc.]. It could not be clearer. The police took action against your insured and determined they were at fault. Accordingly, your position of denying liability is in bad faith.

Photographs (if applicable)

As you can tell from the attached photographs, my vehicle, [make and model], sustained damage to the [location, such as rear bumper], while your insured driver's vehicle, [make and model], sustained damage to the [location, such as front bumper]. These photographs prove your insured [how they caused the crash, such as "rear-ended me"], which makes them at fault for the collision.

Text Message (if applicable)

Your insured driver, [name], sent me the attached text message, wherein they admitted being at fault for causing the accident.

In conclusion, your insured driver is 100% responsible for causing the crash. Accordingly, please revise your liability decision and respond *in writing* that you will agree to pay for my property damage and/or replacement rental vehicle.

Thank you,

Salley Jones

When writing to an insurance adjuster, keep it simple and professional. Showing you are reasonable will go much further than trying to bludgeon them with overheated language.

Medical Bills And Medical Treatment Resources

IN THIS SECTION, you will find everything you need to know about who pays your medical bills, as well as best practices for receiving medical treatment for accident-related injuries.

1. An overview of the *most dangerous pitfall* in personal injury cases
2. Medical bill payment flowchart explaining, in order, who should be paying your medical bills
3. A list of typical medical providers to consider for car-accident injuries
4. Cheat sheet to help you prove your pain and suffering

WARNING!

Do Not Wait To Get Medical Attention!

IF YOU DO NOTHING ELSE, READ THIS! I truly do not want you to hurt your case. You can avoid that by reading this simple warning.

Receiving immediate medical treatment is the best way you can protect your case and set yourself up for a good settlement.

If you experienced any pain or discomfort as a result of the crash, you *must* go see a medical provider as soon as possible. If you haven't received any medical treatment since the crash, **PUT DOWN THIS BOOK AND GET MEDICAL TREATMENT NOW.** It doesn't matter if you go to the emergency room, urgent care, a primary care doctor, an orthopedic doctor, a physical therapist, or a chiropractor. If you fail to receive treatment within the first seven days of your crash, your case will suffer. If you fail to receive treatment within 30 days, you may have killed your case.

Insurance companies will weaponize any delay in treatment. They will argue, often successfully, that if you were injured from the crash, you should have received timely medical treatment. The more time that elapses, the stronger their argument will be that either you weren't hurt that badly, or you were hurt some other way in the timeframe between the crash and your first treatment.

RESOURCE 14

Medical Bill Payment Flowchart

THIS CHART EXPLAINS who should pay your medical bills and in what order. You should try to use the sources of payment at the top of the chart first.

Begin by finding out whether you live in an at-fault state or a no-fault state.

The no-fault states are listed below. Every other state is an at-fault state.

No-Fault States: *If you live in one of these states*

1. Florida
2. Hawaii
3. Kansas
4. Kentucky
5. Massachusetts
6. Michigan
7. Minnesota
8. New Jersey
9. New York
10. North Dakota
11. Pennsylvania
12. Utah



No-Fault Process

Apply for no-fault benefits with your own car insurance. They will pay your medical bills up to a certain limit.

Google “no fault insurance application process (state)” to see if there is a deadline for filing an application.

If you live in any other state



At-Fault Process

1. MedPay

Look at your car insurance declarations page to see if you have medical payments (MedPay) coverage. The declarations page will look like this:

MedPay Coverage

Coverages*	Limits	Deductibles
Bodily Injury Liability Each Person/ Each Occurrence	\$1MIL / \$1MIL	
Property Damage Liability	\$50,000t	
Medical Payments	\$7,500	
Underinsured Motorists Conversion Coverage Each Person/ Each Occurrence		
Comprehensive (Excluding Collision)	\$1MIL / \$1MIL	\$1,000 Ded/ Full Glass
Collision		\$500 Ded
Emergency Road Service	Full	
Rental Reimbursement	\$50 Per Day/ \$1,500 Max	

Do you have MedPay?

NO

YES

If you have medical payments coverage, your own car insurance will pay for your accident-related medical bills up to a certain limit.

You should tell your medical providers “I have MedPay, please bill MedPay.”

Once your MedPay coverage runs out, go to #2 “Health insurance”

2. Health Insurance

If you don't have MedPay, you will use your own health insurance to pay for your medical bills. This could be your employer-sponsored health insurance, an individual policy you bought (Obamacare), Medicare, Medicaid, or VA insurance. You should tell your medical providers to bill your health insurance the same way you would if you received treatment when you were sick or hurt in any other way.

3. No Health Insurance

If you don't have MedPay or health insurance, getting medical bills paid for is more difficult. Your only real option is to find a personal injury lawyer who has relationships with local medical providers (usually chiropractors, orthopedists, or radiology facilities).

If your lawyer does have these relationships, they can create an agreement where the doctor agrees to treat you for no upfront cost in exchange for a promise to be reimbursed out of your settlement proceeds. This arrangement is like an IOU and is called a letter of protection. The lawyer is agreeing to “protect” the doctor’s fee when the case settles.

It’s critical that you find a personal injury lawyer who is reputable and knows local doctors. If the doctors trust your lawyer, they should have no problem treating you on a letter of protection. This is because they trust that your lawyer will obtain a settlement that can be used to repay them.

RESOURCE 15

Typical Medical Providers to Consider for Car-Accident Injuries

AFTER A CAR ACCIDENT, many people feel intense pain, either immediately or within a day or two. After visiting the emergency room, they aren't sure which type of doctor to see next. This guide describes which medical providers typically treat which injuries. It is meant to give you suggestions of who you might consider seeing for your injuries. This guide is not medical advice, and you should always speak to a medical provider for the most accurate advice. If you are in severe pain, you should go to a local emergency department.

Neck and Back Pain

1. Chiropractor

If you're experiencing pain or stiffness in your neck or back, you probably suffered whiplash. Usually, whiplash causes a neck sprain or neck strain. These injuries involve stretching or tearing of the muscles, tendons, ligaments, and soft tissue around the neck.

The most common provider of relief for whiplash is a *chiropractor*. Chiropractors focus on spinal disorders and alleviating spinal pain. A chiropractor will be able to diagnose and treat any spinal injury, including whiplash. Many chiropractors' offices also offer massage therapy to help alleviate pain.

If you have no health insurance, some chiropractors will agree to treat you on a letter of protection, or an IOU, where you promise to pay them later from your settlement proceeds.

2. Primary Care Doctor and Physical Therapy

Consulting with your primary care physician is always a good idea because they know your unique medical history. A primary care physician can prescribe pain medications or refer you to physical therapy. Physical therapy can be used in conjunction with chiropractic care or on its own. The goal is to strengthen the muscles that were stretched and damaged by the trauma of the accident.

Persistent Neck and Back Pain or Radiating Pain

1. Orthopedic Surgeon

If your neck and back pain does not improve after several months of chiropractic care or physical therapy, there may be compression of the nerve roots in your spinal canal (commonly referred to as a pinched nerve). You may need to escalate your treatment to an orthopedic surgeon for this issue.

If you have pain that radiates from your neck and back into your shoulders, arms, hands, legs, or feet, there is a good chance you have an issue with a spinal nerve. An orthopedic surgeon can run a battery of tests and order diagnostic imaging (such as MRIs) to determine if you have a herniated disc or a bulging disc that is causing this pain.

2. Radiology (MRIs)

An orthopedic surgeon, chiropractor, or your primary care doctor can all order MRIs of your spine. You will need to visit a radiology facility to have the scan performed and read by a radiologist. The MRI will show whether you have a bulging disc (the cushion between vertebrae is bulging out of place, compressing the nerve root), a herniated disc (the cushion has ruptured into the spinal canal), or other spinal disorder.

Fractures and Tears

1. Orthopedic Surgeon

If you suffered a serious fracture like a comminuted fracture, displaced fracture, or open fracture, the emergency department will probably send you to the operating room for surgery the day of the crash. You will need to follow up with an orthopedic surgeon and undergo physical therapy.

If you suffered a smaller fracture like a nondisplaced fracture, you should probably follow up with an orthopedic surgeon to see if you need invasive surgery (open reduction) or to simply get the bones reset without an incision (closed reduction).

Some car accidents result in torn ligaments, muscles, tendons, and other tissues. A rotator cuff tear can occur from trauma caused by a seatbelt locking up. Your knee or leg striking the interior of your car can cause damage to the knee cartilage or cause a tear in the MCL, for example. If you suffered a tear, an orthopedic surgeon will be able to diagnose it both through testing and imaging (MRI). They will then

advise you as to whether you need conservative treatment, such as physical therapy, or surgery.

Concussion Symptoms (Headaches, Dizziness, Etc.)

At the emergency room, doctors look for the most serious injuries, such as broken bones and uncontrolled bleeding. For that reason, concussions are frequently missed in the ER. I want to make sure you don't shrug off post-accident symptoms that suggest a concussion simply because they weren't immediately diagnosed. Early detection is essential to treating a concussion.

Note: **You do not need to lose consciousness to suffer a concussion.** The mechanics of whiplash—your head violently shaking back and forth—can cause a concussion. Also, *concussions are frequently not detected on brain scans.* A brain MRI or CT scan may come out as normal, but you can still have a concussion. This is because the damage from concussions occurs at the cellular level and cannot be picked up on a scan, so simply receiving a normal brain scan does not mean you're in the clear.

After a whiplash or head-strike injury, some people might suffer from:

- Headaches.
- Brain fog or confusion.
- A feeling of being dazed.
- Dizziness.

- Light and sound sensitivity.
- Word-finding difficulty.
- Loss of consciousness.

These are classic concussion symptoms. If you are experiencing these symptoms, you should seek immediate treatment both for your health and to protect your brain injury claim later as you will have records that show it was related to the crash.

1. Primary Care Physician

Your primary care physician will be able to diagnose a concussion. They will probably tell you to rest, both physically and mentally. They can prescribe pain medications. Your doctor can also point you in the right direction for follow up treatment.

2. Neurologist and Concussion Therapies

If your concussion symptoms persist for more than a week, you should see a neurologist. They can do a more in-depth diagnosis and refer you to therapy. Therapies for concussions include cognitive therapy (mental exercises) for memory or concentration issues, vestibular therapy for vision or balance issues, and psychotherapy for psychological issues. Neurologists can also prescribe medication such as brain stimulants (e.g., Ritalin) for concentration problems.

If your headaches have not subsided, a neurologist can perform injections to alleviate your headaches. These include nerve block injections or Botox injections.

Chronic Pain

1. Pain Management Doctor

If your neck pain, back pain, or other bodily pain hasn't subsided after months of treatment (physical therapy, chiropractic, or surgery), you may need to consider pain management as a solution. A pain management doctor can prescribe pain medications and perform injection therapy (such as steroid injections) for pain relief. Pain management doctors may also perform nerve ablations, which are done to burn away nerve tissue and interrupt the pain signals to reduce pain.

RESOURCE 16

Pain and Suffering Journal

IN A PERSONAL INJURY CASE, it is very important for you to be able to prove the pain and suffering you have experienced is from the accident. Your compensation will depend on how well you can articulate the impact of the crash on your health, peace of mind, and enjoyment of life. You may want to consider keeping a “pain and suffering journal,” so you remember every single way your life has been affected.

You can use your journal as a reference for when you see a doctor or to help prepare yourself for a deposition. At your deposition, the other lawyer will inevitably ask, “How has this accident affected you?” or, “What are you unable to do now that you were able to do before the accident?” You want your answer to be clear and convincing because that will increase the settlement value of your case.

Please use the categories and questions below to help you come up with material for your pain and suffering journal.

Pain and Suffering General Categories

1. Physical pain
2. Physical suffering (discomfort, lack of sleep, etc.)
3. Mental suffering (accepting the new normal, stress)
4. Inconvenience (time spent at doctors’ appointments)

5. Emotional suffering (depression, embarrassment, anger)
6. Loss of the ability to enjoy life's pleasures (hobbies, ability to live pain free)
7. Permanent impairment (readjusting how you live)

Detailing the impact of your injuries:

- Frequency of pain or discomfort
- What causes it to flare up?
- Routine adjustments/different choices you now have to make
- The little things no one can see
- Impact on sleep (finding comfort and staying comfortable)
- Your new baseline
- Feelings associated with loss of baseline
- Things you still do, but experience differently
- Things you don't do anymore
- Fears for the future

Which of the following do you suffer from now that you didn't suffer from before the accident?

Go through this list and for any issue that you answer yes, provide further detail by answering the additional questions for that issue.

1) Physical pain

- a) Body part
- b) Level 1–10
- c) Frequency (daily, weekly, etc.)
- d) Description (throbbing, dull, sharp)
- e) How you treat it (ibuprofen, heat, ice)

2) Numbness/tingling/stiffness

- a) Body part
- b) Level 1–10
- c) Frequency (daily, weekly, etc.)

3) Neurocognitive problems

- a) Headaches
 - i) Level 1–10
 - ii) Frequency
 - iii) Duration
 - iv) Description (throbbing, dull, sharp)
 - v) How you treat it (ibuprofen, heat, ice)

b) Light or sound sensitivity

- i) Frequency
- ii) Description

c) Balance issues

- i) Frequency
- ii) Description

d) Dizziness

- i) Frequency
- ii) Description

e) Nausea

- i) Frequency
- ii) Description

- f) Vision changes
 - i) Frequency
 - ii) Description
- g) Memory loss
 - i) Frequency
 - ii) Description

- h) Concentration or attention problems
 - i) Frequency
 - ii) Description
- i) Insomnia
 - i) Frequency
 - ii) Duration
 - iii) Description
- j) Speech problems
 - i) Description

- 4) Emotional and psychological**
 - a) Mood disturbances
 - b) Anger or irritability
 - c) Relationship difficulties
 - d) Depression
 - e) Anxiety

- 5) Daily activities you cannot do or can only do with pain**
 - a) Standing
 - b) Sitting
 - c) Bending
 - d) Walking
 - e) Running
 - f) Dressing
 - g) Childcare
 - h) Driving
 - i) Eating
 - j) Sleeping

- k) Shopping
- l) Carrying
- m) Cleaning
- n) Vacuuming
- o) Laundry
- p) Yardwork
- q) Computer work
- r) Washing a car
- s) Religious activities (kneeling)
- t) Bathing or showering

6) Hobbies you cannot do or can only do with pain

- a) Jogging or running
- b) Exercising—cardio
- c) Exercising—weights
- d) Bicycling
- e) Gardening
- f) Dancing
- g) Participating in recreational sports
- h) Skiing
- i) Golfing
- j) Hiking
- k) Traveling
- l) Attending social events

BONUS RESOURCE

“Settle It Yourself” Demand Letter Template

IF YOU HAVE DECIDED TO SETTLE your own injury claim on your own, you can use this template as a general guide. Use of this form does not guarantee any result, and you should always consult with an attorney to discuss the unique facts of your case before trying to settle your case yourself. In many cases, you will do far better by hiring a lawyer than trying to settle yourself. *This template is merely general information and does not constitute not legal advice*

Small cases that can most likely be settled without an attorney involve the following:

1. You suffered no injuries.
2. You suffered very minor injuries that have completely healed.
3. You did not receive any medical treatment for your injuries.
4. You had less than three medical visits and missed no work.

The purpose of this template is to give you the framework for a demand letter. A demand letter is written by a claimant or claimant’s attorney to the at-fault driver’s insurance company demanding the claimant be made whole for their losses.

If you want to settle a case yourself, you will have no frame of reference for what your case is worth. The insurance company handles thousands of similar cases on a daily basis, and they know the average range of settlement values.

For this reason, you should simply come up with a dollar figure in your head that represents the lowest amount you would be willing to accept. In coming up with this number, think about the monetary value of what has been taken from you by way of your health, peace of mind, and enjoyment of life.

One suggestion for negotiation is to use the Ackerman Method of bargaining. What this means is you will first demand a sum of money that is 135% of your bottom line. After their first offer, you will demand 115%, then 105%, then 100%.

[Your Name]

[Your Address]

[City, State, Zip Code]

[Email Address]

[Phone Number]

[Date]

Insurance Company Name

Insurance adjuster's name

Address / contact information

File No.:

Date of Loss:

Re: Settlement Demand

Dear Ms. Insurance Adjuster:

I am writing to you as the injured party in a recent accident involving [briefly describe the accident—e.g., a rear-end collision on [date] at [location]]. I sustained bodily injuries as a result of the incident, and I am seeking compensation for my damages. Enclosed is my settlement demand with proof of my losses.

I am choosing to handle this claim on my own without legal representation. As such, I kindly request that you treat me fairly and reasonably in this process.

Accident Details: 100% Liability Against Your Insured Driver:

Date of the accident: [Date]

Location of the accident: [Location]

Brief description of the accident: [Describe the accident briefly]

The police found your insured at fault for [describe the cause of the accident and insert any other proof the other driver was at fault, such as witness statements, photographs, or text messages where they admit fault].

Based on the facts of the accident, your insured is liable for causing the collision.

Injuries and Damages:

Medical treatment received:

[Provide a summary of medical treatment, including doctor visits, tests, and medications]

Medical expenses incurred: [State the total amount of medical bills]

Lost wages and income: [Specify the amount of income lost due to the accident]

Pain and suffering: [Describe the physical and emotional impact of the injuries]

Settlement Demand:

Considering the extent of my injuries and the impact on my life, I am seeking fair compensation in the amount of \$[put a number higher than your bottom line, such as 135% of your bottom line]. This amount is inclusive of all medical expenses, lost wages, and pain and suffering.

I believe an amicable resolution can be achieved without the need for legal proceedings. However, if we cannot reach a fair settlement through negotiation, I am prepared to pursue all available legal remedies to protect my rights.

I request a written response within 30 days of the date of this letter. Your timely attention to this matter will be greatly appreciated. I can be reached at the contact information listed above should you require any further details or if you wish to discuss this claim further.

Thank you for your prompt attention to this matter.

Sincerely,
[Your Name]

Enclosures:

1. Police report
2. Accident photographs
3. Medical records
4. Medical bills
5. Property damage bills

6. Other out-of-pocket expenses
7. Proof of lost wages
8. Photographs of scarring or other injuries

NOTE: This demand letter template is provided as a general guide and should be tailored to your specific circumstances. It is recommended that you seek legal advice or consult with an attorney for a comprehensive review of your claim and to ensure all necessary information is included.

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