

Keller & Keller

WE MEAN BUSINESS. SINCE 1936

AUTO ACCIDENT GUIDE *Truths & Myths*



AUTO ACCIDENT GUIDE

By Jim Keller

Keller & Keller

YOU'VE DONE GOOD

By obtaining this book, you've gained access to information that can help you or a loved one who has been injured in an auto accident understand the difficult and complex road ahead.

There's a lot of misleading information out there about personal injury claims, and specifically about auto accidents. Who puts out that misleading information?

- People trying to “get rich quick”.
- Lawyers advertising with claims of how easy it is to get a settlement.
- People who want to ban lawsuits or at least change the law so as to make it extremely difficult for even legitimate cases to be heard in a courtroom

I CAN'T help you if...

- you're not injured
- you're the one who caused the incident

I CAN help you if...

- you were injured through no fault of your own
- an insurance company is trying to reduce the amount they owe



Jim Keller, Jack Keller and Randall Juergensen

WHO ARE WE?

My name is **JIM KELLER**.

My partners are my father, Jack Keller, and Randall Juergensen.

My grandfather, George Keller, a trial lawyer known throughout the country, founded the firm in 1936. Since then, our law firm has been representing individuals against insurance companies. (My partner, Randall, spent the first twenty years of his career representing insurance companies and knows many of their inside secrets.)

Today Keller and Keller is a leader in personal injury and wrongful death litigation.

We handle complex and serious injury cases.

(If you want a divorce or a will, or you have a traffic ticket, we cannot help you.)

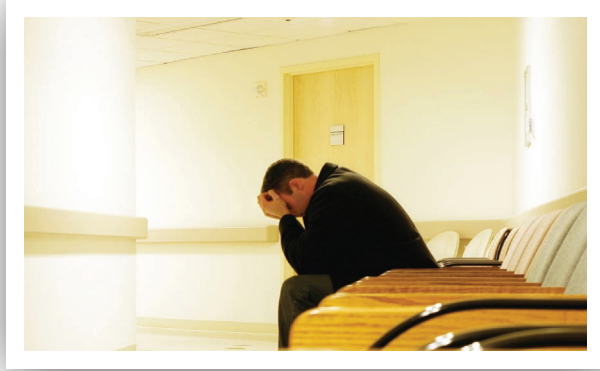
If you are injured, read on. This book will provide answers to some of your more difficult questions.

I wrote this book for **YOU**.

I wanted you, the injured victim, to have reliable information about:

- lawsuits
- hiring an attorney
- dealing with the insurance company

I have designed this auto accident guide with you in mind, so that you might be able to work through some of the questions you may now face. This book is filled with information about how to improve your odds of winning if you have a legitimate case. It will give you a glimpse of what to expect in the weeks, months, and possible years to come as you navigate the personal injury claims process.



NO ONE EXPECTS TO BE IN AN ACCIDENT.

As a personal injury attorney, I know that people don't need, or want, to concern themselves with the details of personal injury law until they are involved in an accident. After all, why would you? Auto accidents are not a hot topic for debate, nor the subject of dinner conversations with the family. However, once you are in an accident, it can become the focal point of your life and the lives of your family.

Before your accident, you had no way to anticipate the questions you now face, questions like...

Who will pay for my car?

What about the medical bills?

Do I need an attorney?

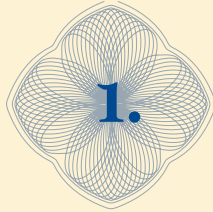
How long will this take?

Will I have to go to court?

Will my attorney be going after the defendant directly?

This book is designed to help you get answers to these questions and more.

But, after you finish going through the book, if you don't see the answer to a question you have, or if you still feel confused, you can call me anytime. Even if you just want additional advice, you can call, and *it will cost you nothing*. With that said, let's get started...



WHAT ARE MY RESPONSIBILITIES AT THE SCENE OF THE ACCIDENT?

SHOULD I AVOID TALKING TO ANYONE AT ALL?

You've probably heard the following advice: "If you're in an accident, don't admit fault and don't talk to anyone." There is some truth in this statement, but only some. You should not debate liability, meaning who is at fault for causing the accident. Even if you think you were at fault, avoid discussing fault at all.

What is a good idea is to gather information from others involved in the accident.

WHAT INFORMATION SHOULD I GET FROM THE OTHER DRIVER?

There are at least five pieces of important information you need to obtain from the other driver:

- 1) The full name and address of the driver
- 2) The full name and address of the owner of the vehicle if that is a different person
- 3) The name and address of the driver/car owner's insurance company
- 4) The policy number
- 5) The expiration date of the policy.

WHAT INFORMATION SHOULD I GET FROM WITNESSES?

If police are on the scene, politely ask the witnesses to tell the officer what they observed.

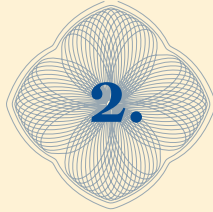
If there are no police on the scene, or the witnesses don't want to speak with the officer, ask the witnesses to please write a brief statement about what they observed, and then ask them to sign and date the statement.

Even if the other driver admits fault and says his or her insurance company will take care of everything, you need to obtain as much information as possible from both the driver and the witnesses.

Often an independent witness statement can go a long way toward you receiving a favorable liability determination or refuting a negative one. Witnesses are typically people with good intentions, and will be cooperative with simple requests made by an accident victim.

NEVER ASSUME THAT, BECAUSE THE OTHER DRIVER TELLS YOU IT WAS HIS/HER FAULT, THAT THE CASE IS SHUT.

The truth of the matter is that, many times, in the days and weeks after the accident, people's memory of the events changes.



I'M NOT SURE IF I SHOULD GO TO THE DOCTOR. I FEEL FINE.

You've been in an accident. You think you *should* be hurt, but you don't feel any pain. Why? Your body's immediate reaction to an auto accident is very similar to the response it might experience while riding a roller coaster. After either, a roller coaster ride, or an auto accident, your bloodstream is pumped full of endorphins, and this masks the pain you would otherwise feel.

THERE IS NOTHING MORE DAMAGING TO A PERSONAL INJURY CASE THAN DELAYS OR GAPS IN TREATMENT!

An accident victim's intentions may be noble when he/she avoids treatment, but the insurance company does not reward good intentions. In fact, a person's good intentions are often penalized.

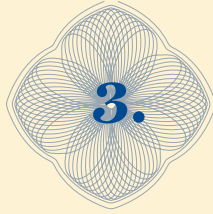
As an attorney, I have witnessed countless instances where accident victims did not seek the treatment they needed. The victims thought their pain would eventually subside, that their injuries were not severe, and that the insurance company would treat them fairly. Unfortunately, this doesn't usually happen.

A PERSONAL INJURY CASE IS ONLY AS STRONG AS ITS PROOF OF TREATMENT AND COMPLIANCE WITH A DOCTOR'S ORDERS.

No matter how experienced the attorney, he/she will never be able to successfully represent a victim of an accident if that victim doesn't have documented medical treatment. Insurance companies rarely compensate victims who fail to seek out medical care, or who fail to attend doctors' appointments and follow doctors' instructions.

AFTER YOU'VE BEEN IN AN ACCIDENT, SEEK IMMEDIATE MEDICAL ATTENTION!

Getting to the doctor needs to be done before you have a chance to "walk it off", before waiting to see if the insurance company will "empathize", and before contacting a personal injury attorney. Your health is primary.

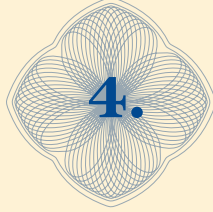


DO I NEED AN ATTORNEY?

MAYBE. MAYBE NOT.

Many people are filled with apprehension about attorneys. They will consult family and friends to help them make a decision about whether to hire one. They will probably receive both “yes” and “no” answers from those around them, but never receive informed advice. Your friends and family *don't know* the right answer. The truth is, without consulting an attorney, you wouldn't be able to make that determination, either.

A common assumption is that attorneys will represent anyone who has been in an accident. That is absolutely untrue. Every day at Keller & Keller, we reject more cases than we accept. Most important, only by speaking with an attorney can you obtain a professional opinion on whether hiring an attorney is a good idea *in your case*.



WHAT TYPES OF PERSONAL INJURY CASES WILL KELLER & KELLER NOT ACCEPT?

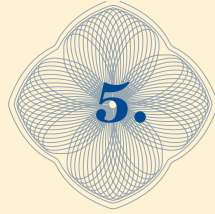
- Cases in which the potential client has not received any treatment.

I don't advise calling an attorney for every incident. I would not be doing you a service to take on a case involving only minor damages and one visit to your physician. There needs to be a serious personal injury followed by progressive treatment.

Not every type of treatment is viewed with the same level of legitimacy by insurance companies. That's why it's best to contact an attorney for a free consultation.

- Cases in which the potential client has unrealistic expectations.

Our clients are not out to "get rich quick". They are ordinary people who were seriously injured and who asked the insurance company to compensate them fairly and treat them with respect. Unfortunately, that didn't happen, and that is what led them to our offices.



WHAT KIND OF COMPENSATION SHOULD I EXPECT FROM A PERSONAL INJURY LAWSUIT?

YOU ARE ENTITLED TO THREE BASIC ELEMENTS IN REGARD TO YOUR PERSONAL INJURY CASE:

I MEDICAL BILLS

Once you are released from treatment, your attorney will request all of your medical records and bills from the various providers that treated you since the date of your accident. All of these bills and records will be included in a final demand package for the insurance company to review. The attorney's demand letter and the medical records and bills will help to determine the total recovery you may be entitled to.

Note: It's very important to keep a list of the names and addresses of all the physicians and facilities that administer treatment to you.

II LOST WAGES

Assuming you are able to go back to work, and the doctor has given you permission to go back to work, your attorney will send a request to your employer for all of the time and wages you lost as a result of your accident. Your wage loss documentation will be submitted to the insurance company, so that you can be reimbursed for lost time and salary.

Note: You can be compensated only for time you missed due to doctor's orders, not time you "choose" to take off after your accident.

III PAIN AND SUFFERING

This portion of the personal injury lawsuit is subjective. The value of "pain and suffering" will vary based on:

- treatment you endured
- lasting effects the accident may have caused
- infringement on your personal happiness

No two cases are alike. The merits of each case will depend on many different factors. That's why it's extremely important to consult with an attorney about the value of your case and what you are entitled to in terms of compensation.

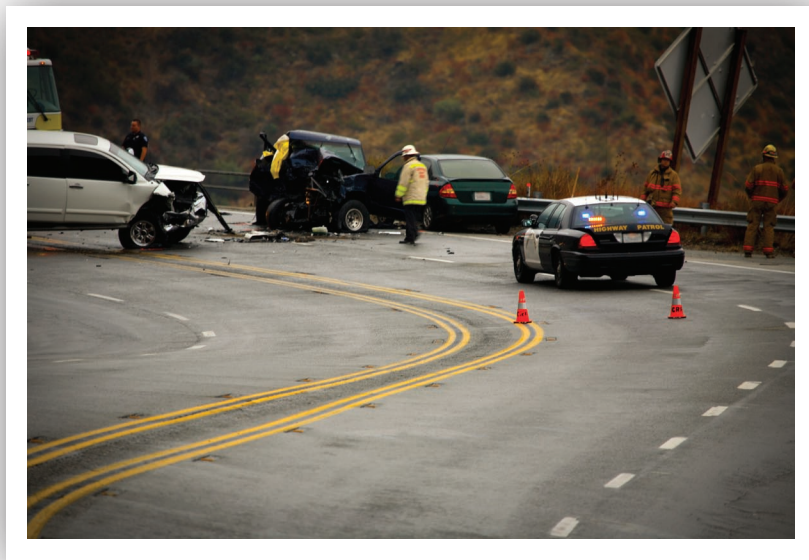


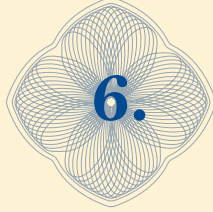
PROPERTY DAMAGE

After the shock of your accident has worn off, it won't be long before you begin to wonder about your vehicle. I want to speak to you very plainly about this matter, because it's a subject that invokes strong emotions in accident victims. Often, when I am visiting clients in the hospital, their first question to me is, "*Who's going to pay for my car?*" Though it may sound strange, considering the person asking the question has sustained severe bodily injuries, it is quite common.

You may not like or agree with some of the insurance company tactics, but the unfortunate fact is that property damage laws are by and large unfair.

So, let's talk about who is going to pay for your car, how an attorney can assist you, and provide answers to other common questions associated with property damage.





WHO WILL PAY FOR THE DAMAGES?

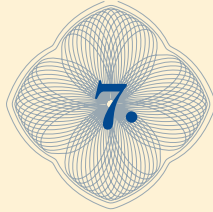
First, let's assume both parties have insurance coverage and that the liability for the accident is clear. It will ultimately be the other person's insurance company that is responsible for fixing or replacing your vehicle.

However, if you have full coverage on your own vehicle, you may find it to your advantage to work with your own insurance company, rather than coordinating repair or replacement with the other person's insurance company. This may apply to you because:

- You are not happy with the dollar offer from the other insurance company.
- You are not happy with the overall manner in which the other insurance company is handling your property damage claim.
- The insurance company for the other party has called you and said they are "attempting to sort out liability" for the accident. This statement could mean:
 - a) they have yet to talk with their insured
 - b) their insured's version of the accident doesn't match your version

Either way, this doesn't bode well for you. You won't be getting an offer any time soon, and you won't be extended a rental car by that insurance company.

For all these reasons, you may choose to call your own insurance company to investigate the property damage. Ultimately, your company will make use of their subrogation rights and turn to the other company for reimbursement. It won't be your insurer that foots the bill, but you might get better, faster service from them.

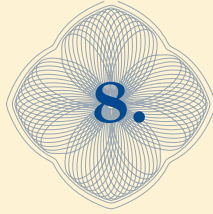


WILL THE ATTORNEY HANDLE MY PROPERTY LOSS?

This is a common question clients ask when they first come to us for help. The straight answer is that a reputable attorney will assist you at no cost, but they should not represent you for your property loss, only for your personal injury. If an attorney were to represent you legally for property damage, by the time his/her fees were covered, you'd end up getting less money for your vehicle than its actual value.

Remember, property damage and personal injury are separate claims.





WHAT DOES “MITIGATING MY PROPERTY LOSSES” MEAN?

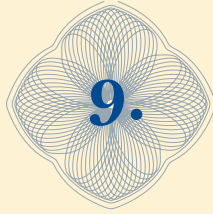
Mitigating losses is a term used in the insurance industry. To “mitigate” means to lessen or minimize.

The concept is that you have the ultimate responsibility to lessen the property and personal damages resulting from your accident. You may not have caused the accident, but the responsibility of finding a replacement vehicle, and taking active steps towards resolving all the other issues, will largely rest with you. Once an insurance company makes an offer, whether it’s by phone, in writing, or through a voice mail message, the clock starts ticking against you.

A specific example of mitigating your losses involves the use of a rental car. If the insurance company has given you a rental car, it’s safe to assume they will not be paying for it for more than a week, or until liability for the accident is determined and they have made you an offer on your vehicle.

START LOOKING FOR A VEHICLE THE MOMENT YOU ARE ABLE TO FOLLOWING YOUR ACCIDENT.

Even before you have an offer, you can at least begin to search for vehicles that are comparable to your current one.



WHAT ABOUT A RENTAL?

If your car is totaled or in need of repair, you may need a rental car. The adjuster for the other party may not bring up the subject of a rental car, so be sure to call attention to this. However, I must remind you that you are not guaranteed a rental car when you are involved in an accident.

WHEN WOULD YOU NOT BE EXTENDED A RENTAL?

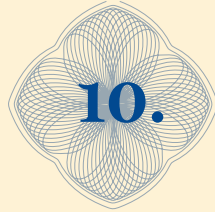
- The other party's insurance company is still investigating liability.

Remember, just because the police report indicates their driver is at fault, there's still the chance their insured has told them a different story. Until that insurance company places liability on their insured, they will not extend you a rental. (The police report is not necessarily the definitive factor in regard to liability.)

- You are struck by an uninsured driver and do not have a rental car provision in your policy.

Few people think to check their policy for rental car provisions. Some people believe full coverage automatically includes rental car coverage. Not true. I would suggest calling your agent to see if you have rental car coverage in your policy.





HOW MUCH AM I ENTITLED TO FOR MY PROPERTY DAMAGE?

THE INSURANCE COMPANY OFFERED LESS FOR MY CAR THAN KELLY BLUE BOOK VALUE

Consumer guides such as Kelly Blue Book and NADA annually collect and publish data on the value of consumer vehicles. But these guides offer only a general estimate of value and may not take into account certain factors the car insurance company will use to determine the value of your vehicle.

The final offer made to you by the adjuster will be based on the **resale** or **fair market value** of your vehicle in your particular geographic location.

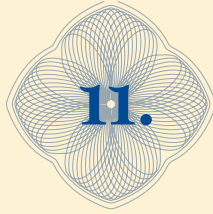
There is often confusion regarding property damage value, because the clients look for reimbursement at an amount they feel the car *is worth to them*, not what the car would actually sell for in their particular town, city, etc. The two are often quite different and will lead to debate between the adjuster and the vehicle owner. However, remember that the first offer given to you by the adjuster is not the final offer.

WHAT CAN I USE AS EVIDENCE THAT PROVES MY CAR IS WORTH MORE THAN THE ADJUSTER'S OFFER?

Sources of extra value are upgrades you've had done on your car, or accessories you've purchased for the vehicle. Perhaps you've recently outfitted your car with four new tires. The adjuster will ask for receipts or other proof of these improvements, and won't increase the offer without that proof.

Keep in mind that the adjuster does not have an obligation to compensate you for general upkeep of your vehicle. Normal maintenance, replacement of tires when you have a flat tire will not earn extra consideration.

The rules and practices are often ambiguous. Individual insurance companies handle property damage in widely differing ways. What may be the rule for one company will be the exception for another.



I JUST BOUGHT MY CAR AND OWE MORE THAN IT'S WORTH. WHAT CAN I DO?

DO YOU HAVE GAP COVERAGE?

Unless you have *gap coverage* in your insurance policy, there may be little to nothing you can do.

(If you're wondering what gap coverage is, don't feel alone. Many accident victims are unaware of this type of insurance until it's too late.)

Gap coverage is designed to protect you in the event the value of your car is less than the balance of your loan.

EXAMPLE:

The amount you owe on your auto loan - \$12,500

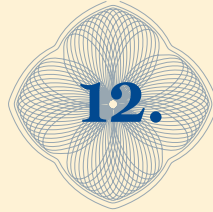
Your car's fair market value at the time of loss - \$7,500

Your insurance deductible - \$500

The amount your insurance company pays you - \$7000.

The gap between this amount and what you owe on your car - \$5,500.

And it doesn't matter whether the accident was your fault or not, or whether you use your insurance company or go through the other person's insurance company. **If you don't have gap insurance, you will be responsible for the remaining \$5,500.**



WHO DETERMINES WHETHER THE CAR IS REPAIRABLE OR NOT?

The insurance company.

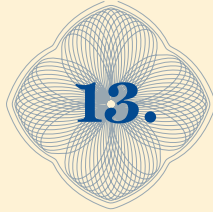
This holds true whether you use your own insurance company or the other person's. The insurance company makes the determination regarding the cost of repairs if your vehicle is not totaled. They also determine whether or not your vehicle is a total loss.

There is no magic number to determine whether a car is repairable. In general, an insurance company will assess the damage. If those damages exceed 65-75% of the car's total value, it's probable they'll call the car a total loss. This percentage may vary from company to company and state to state.

DOES THE INSURANCE COMPANY BECOME THE AUTHORITY OVER WHO REPAIRS YOUR VEHICLE?

No.

You have every right to let the insurance company know which collision/body shop you prefer to have repair your vehicle.



WILL I BE REQUIRED TO PAY A DEDUCTIBLE?

IT DEPENDS:

IF: The accident was not your fault. You have decided to go through your own insurance company to recover the loss. It's perfectly acceptable to request that your own insurance company repair your vehicle or determine whether or not it's a total loss.

You'll be expected to pay the deductible on your policy. (This is the reason many people are turned off to the idea of using their own insurance policy.) However, assuming the other party is 100% at fault, you'll get your deductible back from the other person's insurance company, although you may need to wait awhile for this to happen.

Sometimes your insurance company can call the other company and request that they pay the deductible up front so that you don't have to pay out of pocket. Since the other company knows they'll be paying it sooner or later, it's highly likely they'll agree to pay the deductible now. You simply need to inquire about this when talking to your adjuster.

IF: There is comparative fault. You have been assessed 20% negligence. You're using your own insurance company, but, in this scenario, you would recover only 80% of your deductible.

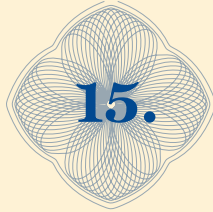


WILL I BE REQUIRED TO PAY STORAGE FEES?

IF: You're not using your own insurance company. First, remember our discussion about mitigating losses earlier in this guide. An insurance company will expect you to have been searching for a vehicle to replace yours if they feel it's a total loss. The moment the insurance company has made an offer to you on your vehicle, they will likely stop paying storage fees. This will happen even if you do not agree with the offer. You could be left with a rather large bill if you ignore their attempts to settle with you.

IF: The insurance company is still investigating fault. They will probably ask for your permission to move the vehicle to a facility that does not charge daily fees for the storage of your vehicle. There is no reason not to allow them to do this. If you refuse their request, you could be racking up unwanted storage fees.

IN THE END, REMEMBER THIS: YOUR VEHICLE CAN BE REPLACED, BUT THE SAME MAY NOT ALWAYS BE TRUE OF YOUR HEALTH. YOUR HEALTH IS GOING TO BE YOUR PERSONAL INJURY ATTORNEY'S MAIN FOCUS.



HOW DO I KNOW WHICH ATTORNEY TO CHOOSE?

As you know by now, accident cases can be very complicated. Insurance terminology and processes needs to be thoroughly understood. It's important to select an attorney that specifically practices personal injury and personal injury only.

It is equally important to select a legal representative with the right kind of knowledge and experience.

The truth is that personal injury cases tend to progress very slowly. I wish things weren't that way, but they are. Because of that, it's crucial that you develop and maintain a level of trust with your attorney that lasts throughout the time you're working together.

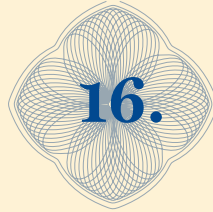
CHECK CREDENTIALS:

- Visit the Martindale-Hubbell website (www.martindale.com). This website provides a list of attorneys who have earned an AV rating. The AV Rating recognizes an attorney's professional excellence, experience, and integrity. Listed here are attorneys who are leaders among their peers. The ratings reflect an objective, non-biased opinion in regard to a lawyer's professional abilities.
- Visit the Million Dollar Advocates Forum website (www.milliondollaradvocates.com), which lists the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have won million and multi-million dollar verdicts and settlements. Fewer than 1% of U.S. lawyers have earned membership.
- Visit the Super Lawyers website (www.superlawyers.com). This is a list of outstanding attorneys to be used as a resource for consumers seeking legal counsel.
- Ask for personal references from former clients.
- Ask the attorney if his/her firm has a litigation group dedicated entirely to courtroom cases.

WHY ARE CREDENTIALS AND RATINGS SO IMPORTANT?

The insurance company assesses the type of representation you have for your case. If they were to receive notice from a law firm that had never tried a case, the insurance company will pay the least amount possible or even deny the claim, knowing your counsel doesn't have courtroom experience.

On the other hand, if an insurance company knows that the law firm you've retained has no reservations about taking them to court, and what's more, will have a high probability of success based on past courtroom successes, they are actually less likely to contest the claim and more likely to settle!



HOW MUCH DOES IT COST TO HIRE A PERSONAL INJURY ATTORNEY?

THE MOST COMMON FEE ARRANGEMENT FOR INJURY CASES IS A CONTINGENCY FEE.

Under a contingency fee, the attorney is paid a specified percentage of the total amount of the settlement or judgment that is recovered from the insurance company. If the lawsuit is lost or there is no money recovered, then the lawyer receives no fee.

The clients are not charged anything until a recovery is made on their behalf. The attorney is then paid a percentage of what is collected from the insurance company, either in a court verdict or in a settlement.

It's important for you to ask if your attorney uses "escalating fee scales". This kind of agreement allows the attorney to increase fees if the case presents complications and goes on longer than expected. It is highly beneficial to hire a law firm that does not operate with an escalating fee scale contract.

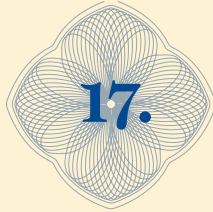
WHAT ABOUT COSTS?

In any personal injury claim there are expenses that someone needs to pay in order to work on the claim. These costs are for things such as:

- obtaining medical records
- medical consultations with doctors
- witness fees for the doctors to testify
- expert witness fees for professionals to prove damages or liability
- fees to courts and court reporters
- travel costs
- long distance phone bills and postage

Personal injury victims are not in a position to pay these costs out of their own pocket. Typically, people hurt in accidents are struggling to pay their own bills, and may be out of work or incurring unexpected medical bills.

The law allows a personal injury attorney to advance these costs on behalf of the client. The lawyer expects to be repaid for these expenses out of the settlement money, but if there is no recovery, the clients are not required to repay them. The attorney will write these costs off as a non-recoverable loss.



SHOULD I AGREE TO GIVE A RECORDED STATEMENT?

YOU SHOULD GIVE A RECORDED STATEMENT ONLY IF:

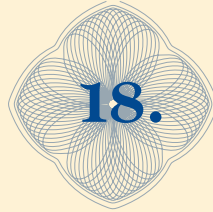
- You are represented by an attorney
- Your attorney is in attendance
- Your attorney is coordinating your statement

WHAT IF I WENT AHEAD AND GAVE THE STATEMENT. DO I STILL HAVE A CASE?

Yes, you might still have a case. (In fact, it's quite common to find that our clients gave a statement to the insurance company before calling us for representation.) However, it's much more advantageous if you do not allow yourself to be pressured into giving a statement. In fact, insurance companies often respond quickly after an accident in *hopes* of getting a statement from you before you contact an attorney! You may have believed the questions were simple and straightforward, but this is not the case. Insurance claims adjusters are trained to elicit incriminating evidence from you through tricky tactics disguised as innocent questioning.

IF I REFUSE TO PERMIT A RECORDED STATEMENT, WILL THAT COUNT AGAINST ME?

No. If the liability is clear, and you have no fault, there is generally no need for a statement. As an attorney, I never advise a client to provide a statement where there is clear liability for the accident. In cases where liability is questionable, I may permit the adjuster to take a statement from my client, but only after it has been coordinated through my office. *There are no exceptions to this rule.*



HOW LONG DO I HAVE TO SETTLE MY CLAIM?

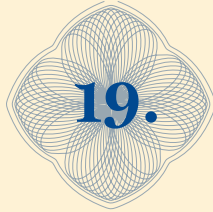
IT DEPENDS WHERE THE INJURY OCCURRED.

Each state and country has different rules regarding the filing of lawsuits. The time limit is called the “Statute of Limitations”. Most states have a two-year Statute of Limitations, which means the lawsuit must be filed within two years of the date of injury. However, some states have only a one-year Statute of Limitations, and other states have a three year or even longer limit. The laws that apply to your accident depends upon the state in which the accident took place, not the one in which you live.

Because of the time limits, it is very important to contact an attorney as soon as possible after an injury. The attorney needs time to properly investigate the matter and file the lawsuit before the deadline.

It doesn't matter how severe the injury or what the circumstances. If the statute of limitations expires before your claim is resolved, you have no claim!





WHAT IS MEDICAL PAYMENTS COVERAGE (MEDPAY)?

MOST INSURANCE POLICIES HAVE A SAFETY VALVE CALLED MEDICAL PAYMENTS COVERAGE (MEDPAY).

The amount of coverage varies, and depends on the kind of coverage you selected from your insurance company. A typical amount is \$5000. However, it can range from \$500 to \$25,000 or even more.

The purpose of Medpay coverage is to help you pay medical bills that arise immediately after your accident, including emergency room visits or ambulance bills.

The law doesn't dictate how much Medpay you must carry, or even that you have it at all. But this coverage is very, very important. You should immediately check your policy to see that you have this kind of coverage. Ask your agent how much it would cost to increase the amount. The cost tends to be nominal.

After an accident, the importance of Medpay cannot be overstated. When you are confronted with a large emergency room bill and creditors are calling you for payment, you'll appreciate having this coverage!

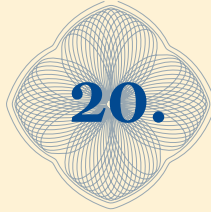
IN INDIANA, AUTO INSURANCE IS YOUR PRIMARY COVERAGE AFTER AN ACCIDENT.

In Indiana, if you are covered by both a health insurance plan and an auto insurance policy, you will first submit bills to the auto insurance company for payment. Your health insurance will deny payment on any bills submitted to them until after your medical payments coverage on your auto policy is exhausted.

MEDICAL PAYMENTS COVERAGE IS NOT AN "AUTOMATIC" PAYOUT.

You will be required to submit copies of bills as proof that Medpay is needed. Just because you've had an accident doesn't mean Medpay is automatically dispensed to you. The insurance company will make a determination as to whether the bills you've submitted are related to your accident. Treatment for pre-existing conditions of maladies not related to the accident will not be covered by Medpay.

Your insurance company will be reimbursed by the other person's insurance company for any Medpay it pays out on your behalf.



I WAS STRUCK BY SOMEONE WHO TOLD ME THEY HAD INSURANCE, BUT IT TURNS OUT THEY DIDN'T. WHAT NOW?

Unfortunately it's not uncommon to find large numbers of motorists without insurance, despite the fact that state law requires all drivers to carry at least minimum coverage. So, will the uninsured driver who struck you face consequences?

That person will be asked by the Bureau of Motor Vehicles to provide proof of insurance for the date of the accident. If they fail to do this, or were uninsured, their license will be suspended and they could face fines. No matter who is at fault, the Bureau of Motor Vehicles will send a letter to each driver involved, asking them for proof of insurance.

YOU MUST FILE AN UNINSURED CLAIM TO BE COMPENSATED FOR YOUR INJURIES.

Do not feel bad about this. There is a reason insurance companies provide uninsured motorist coverage, and there is a reason you have paid thousands of dollars in premiums for auto insurance. However, filing an uninsured claim can be very tricky. I would recommend that anyone who is doing so consult with an attorney, even if the injuries are minor. Once you file an uninsured claim, you become the insurance company's opposition!

SPECIAL PROBLEMS AND SOLUTIONS

You're struck by someone with no insurance. Later, you learn the car this person was driving was not registered to him. In fact, the car is owned by a friend of theirs who has coverage through State Farm.

Because the person driving the vehicle wasn't insured, you're within your rights to pursue the insurance company of the person who owns the vehicle, even if that person wasn't in the car at the time of the accident.

Your 15-year old son is a passenger in a vehicle driven by his friend. They're struck by a drunk driver. It's determined that there is no coverage for the other driver or for the vehicle he was driving. Further, you learn the insurance policy on the vehicle your son's friend was driving had lapsed. It would seem there is no insurance to pursue.

If your son is a resident of your household and you have applicable auto insurance on any of your vehicles, you may be able to file an uninsured claim to help cover the cost of any injuries and bills that are incurred by your son. He may also qualify for Medpay under your policy.

You're walking downtown with some friends and a vehicle, driven by an uninsured driver, fails to yield at a crosswalk and clips you in the leg. You're taken by ambulance to a local hospital for observation and now are facing some large medical bills. Since you weren't in a car, does auto insurance even come into play?

Because the driver was uninsured, you are within your rights to file an uninsured claim with your own insurance company to help cover your bills and medical needs related to your injury. You would also qualify for medical payments coverage.

INSURANCE LIMITS

INSURANCE POLICIES ARE WRITTEN WITH LIMITS.

Common coverage has limits such as **\$25,000/\$50,000** or **\$50,000/\$100,000** or **\$100,000/\$300,000**.

The first number refers to the limit per person. The second number refers to the limit per accident.

EXAMPLE:

You're with a group of friends leaving a concert. There are four people in the car and, unknown to the driver (your friend), his policy has recently lapsed. You are struck by a driver who fails to yield the right of way to your friend. Every person traveling in the vehicle you're in sustains injury, some severe. Your friend who was driving sustains the most severe injuries and is in a coma for a week. Two of your other friends have various broken bones that require surgery. You sustain broken ribs and a broken leg that will require intense physical therapy.

You soon find out your friend's policy had lapsed and there was no insurance on his vehicle. You had no insurance of your own, so the only possible coverage can come from the at-fault driver. The driver of the other vehicle had limits of 25/50. That means \$25,000 per person and \$50,000 per accident.

This is trouble. Though there is \$25,000 per person, there is only \$50,000 available for the entire accident. All the people in your car will have to split \$50,000 among them.

Note: Insurance premiums are a small price to pay for the peace of mind that they can bring should you ever be involved in a severe accident. I advise anyone reading this guide to call their agent and discuss obtaining coverage in excess of the minimum. You need to be well protected.

THE WORST SCENARIO OF ALL

The worst case for any accident is this: you're uninsured, and the driver who struck you was, too. There is very little that a personal injury attorney can do on your behalf. If there is no insurance to pursue on either side, there is no personal injury lawsuit. However, be sure you do not simply take the word of the person who struck you that there is no insurance.

If you think there is no insurance but have yet to receive proof that is the case, allow an attorney to make the final determination. The attorney will have professional sources available to him to help verify whether or not there is insurance.

WHAT ABOUT THE PERSON'S OWN ASSETS?

If the attorney advises you that the driver indeed had no insurance, you might be wondering if you can sue that driver for his personal assets. If that person has assets exceeding \$50,000, it might be possible to pursue a case against him. However, it is very rare that you find an individual who doesn't carry state-required auto insurance who has considerable assets.

As you can see from these cases, personal injury cases can be very complicated. Insurance policies need to be thoroughly understood. State regulations need to be thoroughly understood. Complex situations need to be understood.

It is crucially important to select a legal representative with the right kind of knowledge and experience.

Ideally, you will select an attorney to represent you who:

- Has frequently lectured on auto injury claims
- Has taught lawyers throughout the country about the legalities of auto injury claims
- Has written articles on auto injury claims
- Only represents personally injury victims

Fortunately, this is the kind of expertise you will find at Keller & Keller.

