



# Florida Auto Accident Claims:

UNDERSTANDING THE PROCESS & PROVING YOUR CLAIM

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# FLORIDA AUTO ACCIDENT CLAIMS

## UNDERSTANDING THE PROCESS & PROVING YOUR CLAIM

### Introduction

At The Andriotis Law Firm, we understand what happens after an auto accident. Not only because we represent auto accident cases but also because [George Andriotis](#) himself was the victim of a car accident on I-75 in Florida.

“All that was going through my mind was that I was worried I’d be hit by oncoming traffic as I was spinning in the middle of the road,” Mr. Andriotis remembered.

Although he was wearing a seatbelt and was being responsible on the road, he still suffered a head injury, spine injuries, and suffered from post-concussion syndrome. The recovery process was intense - and so was dealing with the insurance companies.

“This experience taught me that you need hard-working people you can trust during the difficult times following an accident,” he said.

We don’t want you to go through the same frustrations and hardships.

That’s why we’ve put together this eBook. To assist and guide you through the very difficult and challenging time after your auto accident.

And should you need any further assistance along the way, call our office to schedule a free consultation with a personal injury attorney. We’ll be happy to help.

# **HOW TO GET A RENTAL CAR AFTER AN ACCIDENT**

**JUST BECAUSE YOU WERE INVOLVED IN AN ACCIDENT DOESN'T MEAN THAT LIFE STOPS.**

Often, your automobile is damaged to a point where it will require repairs or, in some cases, it may not even be drivable. In other instances, the damage to your vehicle is such that it will be deemed a “total loss”. No matter the extent of the damage you still have life’s obligations to tend to.

Work, school, and children’s activities don’t end just because your vehicle doesn’t work. Waiting for a damage estimate, for your vehicle to be repaired or for a check in the case your car is a “total loss” does not happen quickly. In these instances, you will need a rental car to keep your life moving and in order.

## **WHO PAYS FOR A RENTAL CAR AFTER AN ACCIDENT?**

First, liability must be determined following your incident, and this determination is made by the liability adjusters of both your insurance company as well as the other driver’s liability adjuster. This process of obtaining a rental car typically takes 3-5 days though it may take longer in some more complicated car accident scenarios.



The process becomes more complicated when trying to determine who will pay for the rental car when liability is disputed. Who was at fault for the car accident is the driving factor for determining who will pay for your rental car.

1. If you were in an accident as the result of someone else’s negligence: we can assist you through the process of getting a rental car during your time of need. In Florida, all vehicle owners are required to carry a minimum of \$10,000.00 in Property Damage Cover-



age in addition to \$10,000.00 in PIP (Personal Injury Protection or No-Fault Insurance). The Property Damage portion of the at-fault driver's insurance policy is used to repair your damaged vehicle and the policy will also provide you with a rental car.

2. If you were in an accident due to your own negligence or the negligence of an uninsured driver: your insurance will be primary in repairing your vehicle damages and obtaining you a rental car.

### **HOW DO I GET A RENTAL CAR AFTER AN ACCIDENT?**

How the rental car is obtained is determined by who the liability is placed on for the incident. Whether or not you are at fault in addition to the coverages available to you and the other party in the accident determines how and who will pay for the rental car.

1. If you are found not at fault for the incident following the liability investigation: a rental car reservation number will be provided to your attorney. This number then provides you with specific instructions on when and where you can obtain your rental car.

Hertz, Avis, Budget and Enterprise are the most commonly used rental car companies used by automobile insurance carriers.

2. If you were found at-fault: your insurance company will provide you the rental car assuming you have this type of coverage or you may choose to obtain the rental car on your own should you decide not to want to use your insurance for this incident. Either way, a reservation number will be provided you which you will use to go and obtain the rental car.

### **WHAT TYPE OF VEHICLE WILL I RECEIVE?**

You will receive a rental vehicle of comparable make, model, and type of the car or truck that was damaged or destroyed. Oftentimes the vehicle will not be identical to your damaged or destroyed vehicle but it should be similar. If you were in a truck you should receive a truck, if you were in a van then you should receive a van and so on.

### **HOW LONG CAN YOU KEEP THE RENTAL CAR?**

Many factors determine how long you will be allowed to keep your rental car from the extent of damages to

your vehicle to how difficult or easy it is to value your car if it was a “total loss”. Either way, the rental car will be provided to you until a certain date and, after said date, payment for the rental car will be your responsibility should you decide to retain it longer.

1. If your car is repairable: you will be allowed to keep your rental until your car is repaired and in your possession. If you delay picking up your vehicle, for whatever reason, after the repairs are complete you will be responsible for the rental car during the delay. It is strongly advised to pick up your repaired vehicle immediately to avoid any issues with rental car payment and responsibility.

2. If your car is a total loss: the insurance company’s property damage adjuster will provide you an offer after they determine the fair market value of your vehicle and its contents. Should you have any custom or specialty parts or components to your vehicle it will be your responsibility to provide receipts as evidence of the value of these additional custom parts. Before the insurance company reimburses you for your vehicle loss you will need to sign the title over to them as they will be taking ownership and possession of your

vehicle after payment and these vehicles are typically sold at salvage auctions. You will receive your rental car until you receive compensation (a check) reimbursing you for the total loss of your vehicle.

If you still owe money on your vehicle: the insurance company will pay the remaining balance of your loan and send you the balance after said is paid.

If you owe more than the vehicle is worth: one of two scenarios will result.

If you have gap insurance: this will cover the difference between the value and what is owed.

If you don’t have gap insurance: you will be responsible for paying the difference between the value of your vehicle and what you owe on your loan.

### **WHO PAYS THE DEDUCTIBLE?**

If the adverse driver was uninsured: your insurance will repair your vehicle and potentially provide you with a rental car. In that case, you will be responsible for any deductibles until your entire case is settled. Typically, this will be added to the monies demanded



for your injuries after those are determined in a separate section of your demand letter for monetary losses.

If the adverse driver was insured: their insurance company will cover the repair or replacement of your vehicle, your rental car and any deductibles related to the repair and/or replacement of your vehicle in addition to any out of pocket monies for the rental car should any be incurred.

### **WHERE SHOULD I GO TO GET MY CAR REPAIRED?**

You are free to use your own repair shop or one of your own choosing or to use any of the repair shops suggested by the insurance company. Typically, the insurance company will have a repair shop or a list of repair shops for you to choose from in the event you do not have one you prefer.



# **REPAIRING YOUR CAR AFTER AN ACCIDENT**

## **A GUIDE TO PROPERTY DAMAGE REPAIRS AFTER AN AUTO ACCIDENT**

If you've been involved in an automobile accident, one of the first things you will notice, aside from the aches and pains your body is experiencing from your injuries, is the damage to your vehicle. At a minimum, it may have been left with minor dings, scratches and dents or, worst-case scenario, it could be a total loss and/or undrivable.

The process of getting an automobile repaired can be confusing, scary, and complicated while leaving you at the mercy of insurance companies who, for the most part, do not have your best interests in mind. This process is one riddled with questions, steps, and procedures where each one determines how the next will go and so on and so forth.

As personal injury professionals, we also have become adept at navigating the confusing procedures insurance companies have made to get your vehicle repaired. Sometimes after the process is complete, a victim is left with more questions than answers, their vehicle is still not in the condition it was prior to the accident, and they have been forced to pay for parts of the repair process they shouldn't have and are not





legally required to pay for.

Although the property damage repair process is complicated, it is our intention to explain it as best we can so you are informed in the event you are forced to navigate this process.

## **Getting Your Car Towed after an Accident**

Who is going to tow your car from the scene of an accident and pay for storage fees if it's not drivable?

How do I get a rental car so I can still go to work, school or do my normal daily activities?

Who is going to fix the car?

Who is going to pay for the repairs?

These are just some of the questions you may have following a crash that has damaged your vehicle. Many, if not all, of these questions, can be answered by reading your insurance policy. However, these policies are typically hundreds of pages of fine-print, who has the time to find the part that applies to their situation? And even when you find it, does the average person understand insurance speak?

As Accident/Personal Injury Attorneys we understand



the step-by-step process necessary to get your car fixed and get you safely back on the road again. We understand the systematic approach insurance companies take during the process of fixing your vehicle and we also understand how to speed up this process and get them to do what they are supposed to in as quick a manner as possible all the while making sure your car is repaired properly and to your satisfaction.

The various things affecting all auto accident damage claims and how and who will pay for the damages incurred are primarily determined by who was at fault for the accident. Secondly, but just as important, is whether or not there was the correct type of insurance coverage to meet the needs of the damages sustained and was there enough coverage.

The detailed outline and explanation below will help you understand the twists and turns of how property damage to your vehicle is fixed, who pays for this and

how these repairs all happen.

## **How to Navigate Property Damage to Your Vehicle**

### **WHO PAYS FOR THE DAMAGES TO MY VEHICLE?**

The first stage for an insurance company in any car accident is to conduct an investigation into how the incident happened. The results of this investigation will determine who pays for the damage.

This investigation process includes the following:

1. Obtaining the police report to see the investigating officer's findings.
2. Talking to any witnesses who may have seen the collision.
3. Conducting recorded statements with all the drivers of the vehicles involved.
4. Investigating the scene for the accuracy of the statements made.
5. Looking at the property damage of both vehicles to

see if the resulting property damage matches up with the statements given.

After the investigation is complete, the insurance companies will determine who will pay for the damages sustained in the incident by determining who was at fault. The at-fault driver's insurance will be liable for the damages resulting from their insured's negligence and all affected vehicles will be repaired using the at-fault insurance companies' Property Damage Liability Coverage.

Often, the at-fault driver's insurance company uses the excuse that they haven't had an opportunity to speak with their insured. Insurance companies have a contractual duty to get their insured's version of how the accident happened before paying out benefits to the non-at-fault driver's vehicle.

To avoid any delay, you may want to use your own insurance company to avoid any inconvenience during this delay and then the at-fault insurance company will reimburse your insurance company in a process called subrogation after liability is determined and the at-fault insurance company has agreed to pay the

property damages sustained by other reasons.

Virtually all insurance decisions flow from the outcome of their liability investigation following the car crash where there are only three outcomes. A person involved in an auto accident will be found to be either liable for the crash in total, not liable for the crash at all or may also be found partially liable depending on the facts surrounding the incident.

### **YOU WERE AT FAULT (LIABLE) FOR THE COLLISION.**

After the liability investigation is completed, you are informed by your insurance carrier that it has been determined that you were at fault. Assuming you do not dispute this liability finding you must do the following:

### **YOU HAVE INSURANCE COVERAGE ON THE DATE OF LOSS**

If you were the at-fault driver then you will need to contact your insurance carrier to repair your vehicle.

You will be asked to give a recorded statement on how the incident happened. You are required under

the terms of your contract with your insurance company to provide them with this recorded statement and if you do not comply then your coverage will be denied, and your insurance policy will be null and void.

You will be required to pay your deductible for your repairs, and it is also very likely that your insurance premium will increase due to you being involved in an auto collision.

### **YOU DON'T HAVE AUTO INSURANCE COVERAGE ON THE DATE OF LOSS**

If you were the at-fault driver then you will need to pay for your car damages out-of-pocket as you do not have auto insurance to take care of it in these instances.

Uninsured drivers will also be liable for property damage they cause to other vehicles or personal property as a result of their negligence.

## **YOU WERE NOT AT FAULT FOR THE COLLISION**

After the liability investigation is completed and you are informed that you are not at fault for the collision, the at-fault insurance carrier will take care of all repairs to your vehicle, including:

- supplemental damage discovered (discussed later),
- rental car during the repair process, and
- they will also be responsible for any deductibles you may have had to pay.

A person will not be out-of-pocket for any repairs to the vehicle if they are found not at fault. The only circumstance where a driver not at fault in a collision will be liable for property damage repairs, deductibles, etc. will be when the at-fault driver either is uninsured or does not carry enough insurance to make the necessary repairs caused by them in the collision.

In this instance, a person's own insurance will come in and take care of all the repairs. In the instance the at-fault driver is uninsured or the difference in the instance the at-fault driver did not carry enough insurance coverage.

## **YOU WERE FOUND PARTIALLY LIABLE FOR THE AUTO ACCIDENT**

In rare cases, there are instances where after an investigation it is concluded that both parties are each liable to a certain degree. The insurance company comes to this conclusion following an investigation when they feel that both parties are at-fault due to each party having some responsibility for the crash.

In these cases, liability is partitioned out into percentages (80-20, 90-10, 50-50) are just a couple examples of how the insurance companies partition liability in these instances. Liability can always be disputed though this process can be incredibly time consuming and, oftentimes, the benefit doesn't outweigh the cost in time, stress and the unknown.

## **HOW WILL I GET MY VEHICLE FIXED?**

In the event someone is involved in an auto accident, they will need to have a professional inspect their vehicle and provide an estimate of the damages sustained and how much it will cost to repair these damages. Often, the insurance company will send someone to the vehicle owner's home or place of employment immediately to inspect their vehicle, take photos and provide them with an estimate of repairs.



It is always a good idea for the owner of the vehicle to take it to their own, private auto body shop and/or mechanic to do a vehicle inspection and estimate as well. Many times, these estimates will differ as it is the insurance companies' incentive to lessen the monetary damage to a person's vehicle in an effort to save what benefits they pay out.

### **WHAT HAPPENS AFTER MY VEHICLE IS INSPECTED?**

After the vehicle is inspected and the damage amount is initially determined, a person will be provided a check for the repair of the damages sustained by their vehicle.

These checks are often mailed out but also may be picked up by the vehicle owner should the insurance company agree to this type of delivery. In some instances, the insurance companies' property damage adjuster will cut a person a check just after inspecting the vehicle and taking photos.

### **WHAT DO I DO AFTER I RECEIVE MY PROPERTY DAMAGE CHECK?**

When you receive the property damage check you will be required to sign a Property Damage Release. With very few exceptions, if you sign this Release you will be precluded from pursuing additional mon-

ies should additional damages be discovered to your vehicle at a later date (usually during repairs).

### **GETTING YOUR CAR REPAIRED AFTER AN ACCIDENT**

#### Where Do I Get My Car Repaired?

Now the owner has to make a decision on where they would like their vehicle repaired. A person is free to choose which auto body shop and/or mechanic to repair their vehicle though suggestions will be provided by the insurance company should a person have nobody in mind for repairs.

After a person determines where the vehicle will be repaired at the next step will be to drop off the vehicle for repairs and obtain a rental car while it is being repaired.

### **WHAT HAPPENS IF MORE DAMAGE IS FOUND?**

During the repair process of a person's vehicle, many times additional damage is found that was either not visible during the initial inspection or resulted from the repair of already damaged parts. Either way, these additional damages which have now been discovered need to also be repaired and paid for by the insurance company.

In the event additional damages are discovered, a supplemental damage estimate will need to be provided to the owner and submitted to the insurance company for additional payment to pay for the additional repairs on the supplemental damage that was discovered after the initial repairs began.

### **ARE THERE ADDITIONAL FEES FOR PROPERTY DAMAGE CLAIMS?**

If a person has an injury claim in addition to their property damage claim, will they be charged attorney's fees for their property damage claim?

In the State of Florida, all Personal Injury Attorneys are contingent fee attorneys, and are only paid a percentage of the total settlement on injury settlements only. As a result, many Injury attorneys leave their clients to take care of their property damage claims on their own with little or no assistance. In fact, many times, if a client's injury claim resolves for whatever reason, attorneys will send them a drop letter whether or not there are still property damage issues to resolve or not.

The Andriotis Law Firm follows a different approach when it comes to handling property damage claims. We ALWAYS help our clients with property damage claims from start to finish regardless of the fact that



we do not get a fee for this help. We just feel this is the right thing to do.



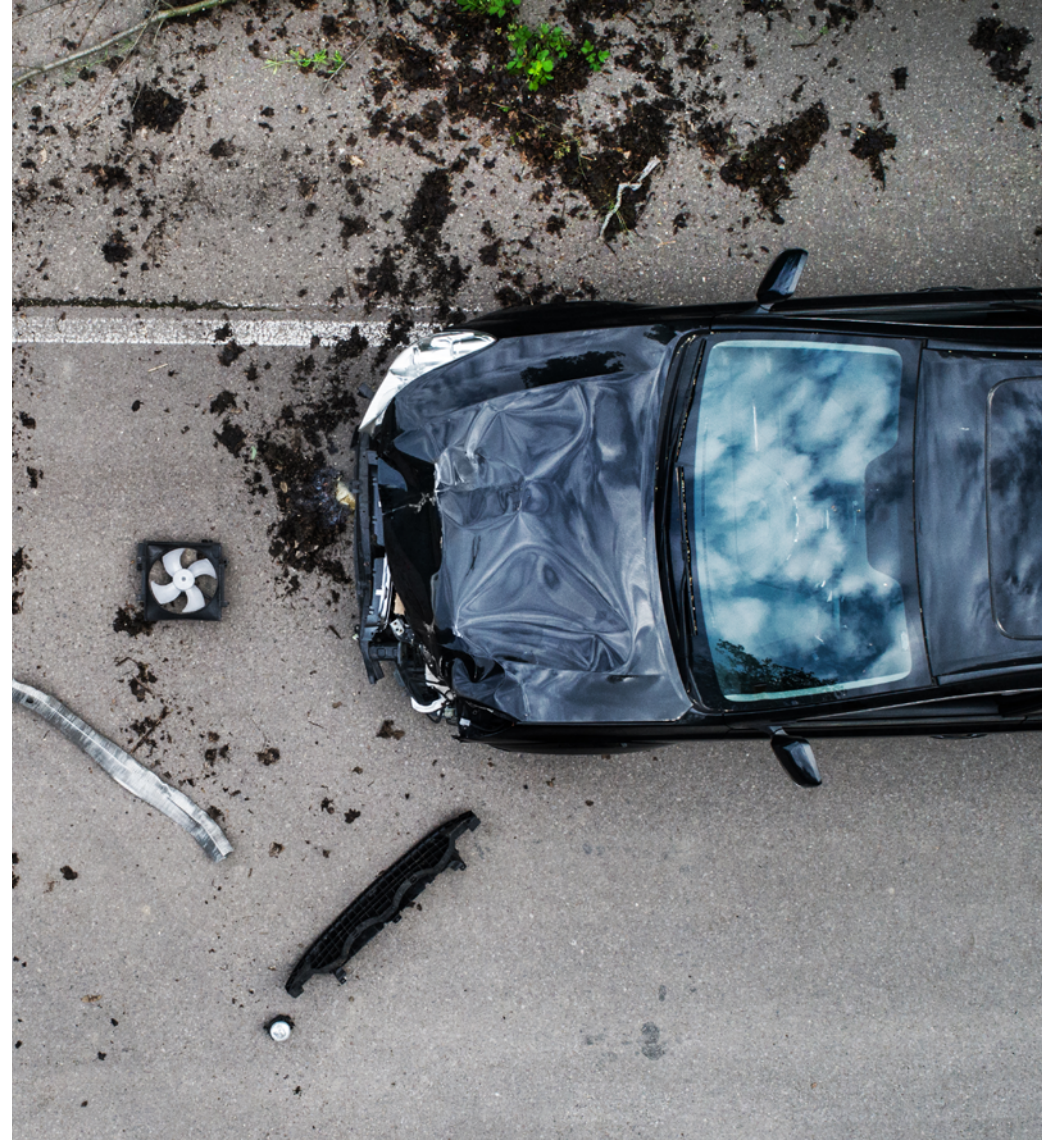
# WHAT TO DO WHEN THERE IS NO INSURANCE

## ABOUT AUTO ACCIDENTS IN FLORIDA

The state of Florida is a no-fault auto insurance state. This means that in the event you are involved in a motor vehicle accident, each and every driver and all passengers as well will use their own insurance policies for paying damages to the policyholder, regardless of fault. For persons involved in an accident without car insurance, knowing what to do can be frustrating.

If you are uninsured but did not own a vehicle at the time of the crash you may be liable for No-Fault or Personal Injury Protection (PIP) coverage through the at-fault driver's policy.

Navigating the twists and turns of insurance coverage is a difficult road to hoe and hiring a personal injury attorney to help you through this time consuming, and difficult process is always recommended.



## WHAT YOU NEED TO KNOW ABOUT INSURANCE COVERAGE & AUTO ACCIDENTS

You have coverage, but the other driver does not.

If you have insurance coverage, but the other driver does not, your insurance company will be liable to pay your initial \$10,000 in PIP coverage for your medical bills in addition to any lost wages among other benefits you have under this coverage.

If you carry Uninsured Motorist Coverage, you may be eligible to get an injury settlement as well because the driver that caused your accident was not insured at the time of the incident.

In any case, your insurance company will be liable for:

- medical bills,
- property damage to your vehicle,
- any potential injury settlement, and
- any other coverages you carried at the time of the loss because the other driver did not have insurance

You don't have insurance coverage, but the other driver does

When you do not carry automobile insurance and you are involved in an auto accident in Florida with an insured driver, you are still eligible for some, but not all, of the automobile insurance coverage available, should you have been insured at the time of the loss.

You will not be afforded PIP because Florida is a No-Fault state and as explained each person involved in a crash will use their own insurance for this. Since you were not insured, you will not have access to this coverage.

You will be afforded Bodily Injury Coverage available to the at-fault driver at the time of the crash in addition to any property damage coverages they carried and rental car reimbursement. Everything will need to go through the adverse driver's insurance company as you were not insured at the time of the collision.





### **WHAT IF NEITHER DRIVER INVOLVED IN THE CAR ACCIDENT HAS INSURANCE?**

If neither you nor the at-fault driver carried auto insurance at the time of the collision, neither you nor the other driver would be afforded insurance coverage of any kind.

Your license may also be suspended and, before issuing you another license, the state of Florida will require you to pay for a policy in full and prove that you are insured while driving.

One thing to consider in Florida is that motor vehicles are considered dangerous instrumentalities. This

means that the driver of a motorized vehicle, in addition to the owner of that vehicle, are both liable when that vehicle is involved in an accident

This translates to both the drivers and the owner's insurance policy being effective for an incident. So if the driver or owner or both have coverage, each or both coverages would apply to the incident assuming they were at fault.

### **WHAT TO EXPECT IF THE CAR ACCIDENT IS NOT YOUR FAULT**

Again, Florida is a no-fault auto insurance state. Which means that even if the car accident is your fault, the other driver's car insurance policy should cover any minor damages or injuries that he or she sustains. If the driver you hit has uninsured or underinsured motorist coverage, then you're in luck.

Not only will your car insurance pay for all damages sustained but it will also pay for lost wages, pain, and suffering, plus emotional trauma, that is, if you carried uninsured/underinsured motorist coverage. Standard insurance coverage typically just pays property damage and medical expenses.

The state of Florida only requires Personal Injury Protection (PIP) coverage and Property Damage (PD) coverage to be "fully insured" even though with these

bare minimum coverages you are far from fully insured.

However, if the accident caused permanent disabilities or serious injuries to the other driver, then the driver has the right to pursue a claim against you for the injuries and other damages they sustained as a result of your negligence. You will need to contact an [auto accident attorney](#) immediately to help you through this situation as the potential for great loss is high under these circumstances.

### **WHAT TO EXPECT IF YOU WERE NOT INSURED**

The biggest disadvantage in an accident caused by another driver if you don't have auto insurance is you'll most likely have to pay for your own damages out of pocket. This means that you will be personally financially responsible for your losses in addition to any losses you caused a result of your negligence. Because you drove without insurance, any medical expenses, lost wages, or property damage will not be covered by an insurance policy, including the other drivers.

Uninsured drivers carry immense risk in the state of

Florida with penalties of:

- a suspended license,
- financial damages, and
- being uninsurable depending on certain circumstances

This means that an uninsured driver involved in an at-fault collision often will have a very difficult time driving legally in the state of Florida for months and sometimes years following an at-fault collision.

You will probably be assessed a penalty for driving without insurance, such as suspension of your driver's license. The reinstatement fee for a Florida driver's license is around \$150, and \$500 for subsequent violations, according to the Florida Department of Highway Safety and Motor Vehicles.

In addition, you will be required to pay future insurance premiums in full prior to receiving your license back as discussed above.

However, if you have sustained permanent or severe

injuries, you can [file a personal injury claim](#) against the driver who caused your accident.

- Damages you may be able to recover include:
- pain and suffering,
- medical expenses both past and future, and
- lost wages

If you failed to get a police report or the other driver's insurance information and would like to pursue a personal injury lawsuit, an attorney can help you to obtain that information. That said, it is always a good idea to call the police and if you cannot for whatever reason get a picture of the adverse driver's driver's license, license plate, and insurance card because it is very likely that they will deny involvement or liability after leaving the scene.

Also, find and obtain the contact information of any witnesses to the incident as these witnesses often prove extremely valuable in liability disputes.

Some other things that may affect you, even if the

accident was the other driver's fault, are Florida's comparative fault laws. If you were 20 percent at fault for the accident, for instance, you may lose 20 percent of the total amount of damages. That means if you were owed \$100,000 worth of damages, you may only be able to collect \$80,000.

Comparative fault, should there be any, is typically determined early on in the investigation phase of a claim but if you ever feel the insurance company's determination of fault is inaccurate, you can file suit and have your case heard by a jury to determine the facts of the case.

### **WHAT ARE THE CONSEQUENCES FOR UNINSURED DRIVERS WITH THE FLORIDA DMV FOLLOWING AN ACCIDENT?**

The DHSMV will suspend your driver's license if you have an accident while you are uninsured, as well as your vehicle registration, plate, and tags unless you meet their requirements by a deadline they specify.

The DHSMV enforces insurance laws through their Bureau of Motorist Compliance (BMC). This agency deals with uninsured drivers who have accidents. If



the other driver(s) involved in the accident pursue(s) legal action against you – and obtain a judgment against you for damages – the BMC can suspend your license for as long as 20 years, or until you satisfy the judgment by paying the damages.

To avoid this fate, you must forward your SR-22 to the BMC or your local DHSMV office by their deadline, along with the liability releases you obtained from each person involved in the accident.

## HOW TO PROTECT YOURSELF

When there is no insurance coverage for either or both parties involved in a crash, the financial implications can be difficult to overcome. Unfortunately, we live in a time where insurance is a must. Fortunately, we live in a time where there are many options for insurance coverage. Get good coverage, retain that coverage, and drive safely are the best bits of advice I can give you. That way, you will always know you are protected in the event someone else decides to

operate their vehicle negligently. You cannot depend on others to carry the proper insurance to protect yourself in the event that you are involved in an accident.



If you are involved in an accident in Florida with or without insurance coverage, it is always the safest idea to contact a [personal injury attorney](#) immediately. We are the professionals specifically trained to assist you in these and all other situations which may arise.



## **UNDERSTANDING LOSS OF USE AFTER AN AUTO ACCIDENT**

**WHEN A PERSON IS INVOLVED IN AN ACCIDENT, OFTEN THEIR VEHICLE BECOMES DAMAGED TO THE POINT THAT IT REQUIRES EXTENSIVE REPAIRS AND SOMETIMES THE DAMAGE IS SO GREAT THAT THE VEHICLE IS A TOTAL LOSS.**

When a person is involved in an accident, often their vehicle becomes damaged to the point that it requires extensive repairs and sometimes the damage is so great that the vehicle is a total loss. Either way, there will be some period of time where they will be without the luxury of their vehicle, and this is where loss of use comes into play.

Should your vehicle be damaged but repairable your loss of use claim will be for the duration of time that you are without your vehicle while it is being evaluated and repaired.

Should your vehicle be considered a total loss then your loss of use claim will be for the duration of time that you are without your vehicle and waiting for compensation for the total loss. In this scenario, once you receive the check compensating you for the total loss of your vehicle your loss of use claim will end.

Loss of use is a legal term that is used to describe the compensation a person will receive for the



period of time that they are without the use of their car due to damages sustained and the resulting repairs that need to be made. Total loss of use occurs when a person's vehicle is a total loss because the damages are so great that it does not make sense to make the repairs in the first place.

When a person suffers the loss of use of their vehicle for any period of time, they have the ability to be compensated for a rental car, public transportation and/or any other reasonable transportation expenses incurred as a result of the loss of use of their vehicle and/or transportation means. Typical reasonable transportation means are busses, taxis, Ubers, etc.

### **WHAT SHOULD I DO FIRST FOLLOWING A COLLISION WITH PROPERTY DAMAGE?**

The first thing you should do following any collision, including those with property damage and/or personal injury, is to call 911 if you or others have been hurt or injured. If nobody has sustained any injuries call the police to come and investigate the crash and document everything on a police report. Additionally, you will need to call your insurance company and let

them know that you've been involved in a collision. Completing these steps will start the process of getting your claim documented and started and put you on a path to recovering for your loss.

### **WHAT IF I AM NOT AT-FAULT?**

If you were not at fault for the collision then the at-fault party's insurance company will compensate you for your losses both to your person if you were injured and to your vehicle, to the extent, it was damaged. This includes Loss of Use for your vehicle during the period of time you will be without it while it is being repaired or while you are without your vehicle and waiting to be compensated should it be a total loss.

The determination of fault will be made by the officer who will use the testimony of all drivers involved in the collision, any witnesses who saw the crash and any surveillance footage, should there be any. You can dispute the liability decision of the officer but will need compelling evidence to dispute the facts as the officer saw them.

This evidence usually comes in the form of additional testimony of witnesses and/or direct contradictory evidence to any testimony given. An example would be that a witness states that a driver was braking hard and skidded into another vehicle, yet you take photos of the scene and there are no skid marks left on the pavement. This evidence can be used to contradict the evidence of skidding and in essence, nullify the testimony of a witness who clearly does not remember the accident correctly.

### **WHAT IF I WAS AT FAULT?**

If you were at fault for a collision, then you will need to notify your insurance company and notify them of the facts of the collision and your insurance company will be responsible for your damages and the damages of any other party in the collision caused by your negligence.

Should you have failed to carry rental car coverage you will not be compensated for the loss of use of your vehicle should you be found at fault for the crash. In this case, you will have to absorb the loss of use personally as there is no coverage which would

apply in this situation to assist you for a loss given this scenario.

You will still need to notify your insurance company of the incident as you have a contractual duty in your signed-contractual-agreement to notify them whenever you are involved in a crash or incident regardless of fault. If you fail to do so your insurance company reserves the right to cancel your policy and refund you the prorated amount for the time remaining on your contract.

### **WHEN CAN A PERSON COLLECT LOSS OF USE?**

If you were involved in an automobile accident, you can collect compensation for loss of use under certain circumstances and assuming the coverages are available for you to collect these benefits.

**Not at fault** – if you are not at fault then the adverse driver's insurance company will compensate you for loss of use following the collision. If the adverse driver or the owner of the vehicle they were driving did not carry insurance coverage at the time of the loss then you will need to go through your own insurance company to be compensated for this loss.



**At fault** – if you were at fault for the collision then you will need to notify your insurance company that you were involved in a crash and, assuming you carried the appropriate coverage, they will compensate you for loss of use. If you did not carry the appropriate coverages at the time of the collision you will be responsible for your losses following your at-fault collision.

### **YOUR VEHICLE WAS DAMAGED BUT REPAIRABLE**

When someone is involved in a crash resulting in property damage to their vehicle that is repairable, they will be compensated for loss of use while their vehicle is being repaired and until they receive their vehicle back.

Often, even after someone receives their vehicle back after repairs, additional repairs need to be made. In this instance, they will need to take the vehicle back for those additional repairs to be made.

Loss of use compensation in that scenario will continue until a person's vehicle is completely repaired.

Your Vehicle Was Damaged Resulting In A Total Loss

When a person is involved in a crash resulting in a total loss of their vehicle due to the severity of the damages sustained, they will be compensated for the loss of use of their vehicle until they receive the fair market value check to compensate them for the loss of their vehicle.

The fair market value of a vehicle is often disputed and compensation for loss of use will continue through reasonable negotiations.

Reasonable negotiation is an ambiguous term and thus the legal reasonable person standard is used to define it.

### **HOW IS LOSS OF USE CALCULATED?**

There are many things associated with the loss of use of a vehicle that should be considered when calculating loss of use. The following are some things to consider:

1. A vehicle's actual cash value and/or monthly payment
2. A vehicle's insurance premium



3. Maintenance costs incurred.

4. Aftermarket amenities and equipment (DVD player, tow hitch, stereos, etc.)

5. Wrapping cost for business vehicles or vinyl lettering, etc.

6. Recently made repairs, tires, fluid changes, etc.

How Much Does It Cost To Rent A Vehicle While It's Being Repaired?

Your vehicle or one similar – you are permitted to rent a vehicle of like make and model to the one being repaired.

For instance, if you were driving a van then you can rent a van or SUV but if you were driving a compact car you will not be compensated for renting a large

SUV.

### **HOW MUCH DOES IT COST TO RENT A VEHICLE WHILE WAITING FOR TOTAL LOSS COMPENSATION**

Your vehicle or one similar – similar to the instance of a person's car being repaired, you are permitted to rent a vehicle of similar make and model to the one that was a total loss and any vehicle which veers from this will not be compensated.

### **WHAT STEPS DO YOU NEED TO TAKE TO FILE A LOSS OF USE CLAIM?**

#### **✓ Rental Car And/Or Transportation Cost Receipts**

Keep all receipts for renting the vehicle and provide those to the insurance company as documentation that you did rent a vehicle.



## ✓ Police Report Detailing The Incident

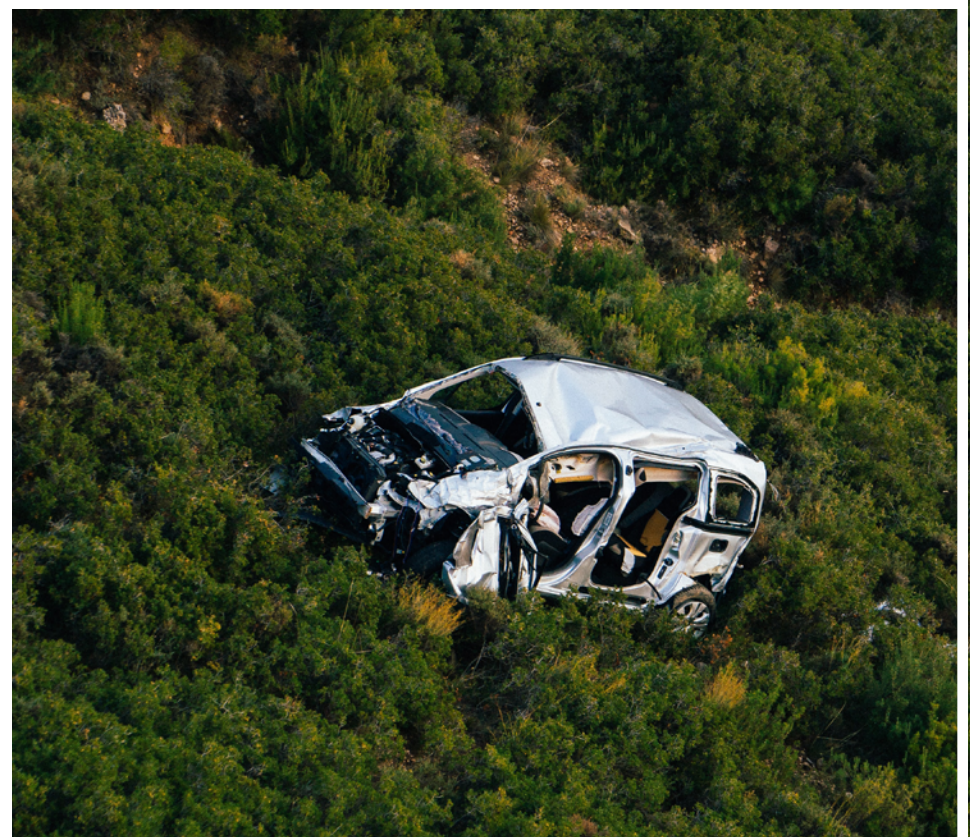
For liability purposes, you will need the police report and/or witness statements. As discussed earlier, this evidence is necessary to determine liability, and this liability determination is used to determine who is liable for paying a person's loss of use.

If the police are not called, make sure to get all of the adverse driver's information, including a statement if possible, to assist in the liability determination.

Sometimes, the at-fault driver will change their story following an accident from what it was at the scene in hopes of not being liable and for fear their insurance premiums will increase. This is why it is very important to document, to the best of your ability, the incident.

## ✓Proof Of The Condition Of Your Vehicle Prior To The Collision

Photos, repair receipts, and eyewitness testimony are the best indicators of the condition of a person's vehicle before an accident. The more proximate the photos are to the incident the better they are as proof of the vehicle's condition.



## SHOULD I HIRE AN ATTORNEY TO HANDLE MY LOSS OF USE CLAIM?

Personal injury attorneys handle these claims on a daily basis while it is oftentimes a victim's first time dealing with and navigating the complex ins and outs of insurances and their tricky language. Studies show that represented victims of accidents settle their claims quicker and for more money than unrepresented people. The decision is always yours, so make an educated decision



## **HOW THE TOTAL LOSS OF YOUR CAR IS DETERMINED AFTER AN ACCIDENT**

### **A NEW STATEWIDE BAN ON TEXTING WHILE DRIVING WILL BE A GRUELING PATH THROUGH LEGISLATION**

When you're involved in a bad accident, sometimes the damage to your car is so extensive that your insurance company, after initial vehicle inspection, will deem it a "total loss". What this essentially means is that it has been determined that the damage is so severe that it is not worth it to repair your vehicle but instead to "total it out" and pay you for the total loss of your car.

The determination as to whether your car, following an accident, is a total loss or not varies from state to state and insurance company to insurance company. However, a general rule that applies is if the damage exceeds a certain percentage of the car's value it will typically be rendered a "total loss" and not repaired. These percentages vary from state to state but on average the percentage is between 50% and 70%.

### **WHAT CRITERIA ARE USED TO DETERMINE IF YOUR CAR IS A TOTAL LOSS?**

Florida uses the Total Loss Threshold (TLT) when determining if a car is a total loss. The Total Loss





Threshold or TLT is a threshold set at a certain percentage (80% in Florida) of damage to your car in a ratio with the value of your vehicle at the time of the crash.

In the state of Florida, if the damage to repair your vehicle exceeds 80% of the Actual Cash Value of your vehicle prior to the crash, it will be determined to be a total loss.

For example, if your vehicle before the accident was valued at \$10,000.00 and as a result of the collision it will cost \$8,000.00 or more to repair the damages sustained that your vehicle will be deemed a total loss and you will be compensated for the “total loss”

of your vehicle as opposed to repairing the damages.

Approximately half of the states have a different method called the Total Loss Formula (TLF). This formula combines the repair costs with the salvage cost of the vehicle and when these figures exceed the Actual Cash Value at the time of the accident the car is determined to be a total loss.

On the next page is a list of all of the states and whether they use the Total Loss Threshold or the Total Loss Formula. The table also provides the percentage used by each state if it does use the Total Loss Threshold in determining if a vehicle is a “total loss.”





— State —	TLT/TLF	— State —	TLT/TLF	— State —	TLT/TLF	— State —	TLT/TLF
Alabama	75%	Indiana	75%	Nebraska	65%	S. Carolina	75%
Alaska	TLF	Iowa	TLF	Nevada	50%	S. Dakota	TLF
Arizona	TLF	Kansas	TLF	N. Hampshire	75%	Tennessee	75%
Arkansas	70%	Kentucky	70%	New Jersey	TLF	Texas	100%
California	TLF	Louisiana	TLF	New Mexico	TLF	Utah	TLF
Colorado	100%	Maine	100%	New York	75%	Vermont	TLF
Connecticut	TLF	Maryland	TLF	N. Carolina	75%	Virginia	75%
Delaware	TLF	Mass.	TLF	North Dakota	75%	Washington	TLF
Florida	80%	Michigan	80%	Ohio	TLF	W. Virginia	75%
Georgia	TLF	Minnesota	TLF	Oklahoma	60%	Wisconsin	70%
Hawaii	TLF	Mississippi	TLF	Oregon	80%	Wyoming	75%
Idaho	TLF	Missouri	TLF	Pennsylvania	TLF		
Illinois	TLF	Montana	TLF	Rhode Island	TLF		



# HOW IS THE TOTAL LOSS OF YOUR CAR IS VALUED FOLLOWING A TOTAL LOSS COLLISION

## **NADA**

NADA is one of the methods used to calculate the replacement cost of your vehicle at the time of the crash. It uses comparable vehicles, similar in make, model, and qualities, as yours to determine the value of your car prior to the crash. It's a good tool for determining if the offer given you by the insurance company is fair or out of line.

## **KELLEY BLUE BOOK**

Kelly Blue Book is a commonly used online tool for evaluating the fair market value of your car at the time of the crash. You can put in the specific characteristics of your vehicle and obtain numerous replacement vehicles of similar make, model, and criteria like yours in your area.

This tool is often used to gauge whether or not the figure given you by the insurance company as an offer for your vehicle is fair or not and is also used in negotiations to increase the offer given to you.

Kelly Blue Book is proof of what your vehicle can be

purchased for in your area and thus is often used for the replacement value of your car when valuing it after a "total loss."

## **ACTUAL CASH VALUE**

The actual cash value is the value of a car in your exact condition, or very similar, at the instant in time of the accident. This is typically difficult to compute but factors that are typically used in the actual cash value are mileage, condition, wear and tear, upgrades made by owner and upkeep performed to keep the car in service.

Things that will help you with determining the actual cash value are receipts for part and repairs, pre-accident photos and accurate service records.

When determining the actual cash value of your car it is often helpful to think of the process as being very similar to a real estate agent determining the value of a piece of property or a home. Real estate agents will choose comparable homes in the area possessing similar characteristics to the home being valued and

those comparables will be used in the determination of the home in question. The very same process is used in valuing your vehicle when deciding compensation for its loss.

## **PRE ACCIDENT SALE VALUE**

### **✓ Any Aftermarket Upgrades**

Did you upgrade the rims, stereo, engine, etc.? If so, provide the receipts for the work you did, and these will be considered in the valuation of your car.

### **✓ Recent Repairs**

You Have Receipts

Oil changes, tune ups, new tires, brakes, etc. will all be considered in the valuation of your car. Hopefully, you saved all receipts to make it easier to determine these being considered in your car's value.

### **✓ You Don't Have Receipts**

If you didn't save receipts you will need to provide other proof to show that you, in fact, did the work or

made the upgrades you are claiming.

If someone else did the work to your vehicles it is likely you can go and ask them for the receipts and proof that the work was actually done and the cost of said work.

You will need to provide some reliable proof that the upgrades or work you claim were done to your vehicle were actually done for them to be considered in the valuation of your car.

## **WHAT TO DO IF YOUR CAR IS DETERMINED TO BE A TOTAL LOSS**

### **✓ Get Your License Plate And Personal Effects From The Vehicle**

You will have an opportunity to get your personal effects and license plate from your car. Your vehicle will likely be stored at a salvage yard.

Provide ID and you will be allowed to gather all that you need from your vehicle.

### ✓ **Gather All The Keys**

You will be required to give the keys to your vehicle in exchange for a check. Because you will be giving up all the rights to your vehicle in exchange for a check for its total loss you will be required to give all that you have belonging to the vehicle.

### ✓ **Get A Copy Of The Title**

You will be required to sign over the Title to your vehicle in exchange for a check. As stated before, you will be required to give up all rights to the vehicle in exchange for a check for its total loss.

If You Agree To The Offer Given To You, Provide All Of These Items And Sign The Release To Obtain The Check For Your Car

After agreeing to the final offer given for your vehicle, signing over the vehicle's Title and giving the insurance company the keys you will be given a check for the amount agreed upon and required to sign a property damage Release due to all property damage issues being settled and final.

## **Who Pays For The Total Loss Of Your Vehicle**

### **YOU WERE NOT AT FAULT FOR THE ACCIDENT**

If you were not at fault for your accident the adverse party, who caused the accident, will be liable for the damage to your vehicle and the injuries sustained by you and all passengers of your car.

### **ADVERSE PARTY HAD INSURANCE**

If either the adverse driver or the owner of the vehicle they were driving, if it is a different person, have insurance, their insurance company/s will be responsible for the damage/ total loss of your vehicle.

### ✓ **Not Enough Coverage**

If the adverse driver or vehicle owner as stated above does not have enough property damage coverage to compensate you for the total loss of your vehicle then your insurance, assuming you have coverage, will make up the difference.

An issue with coverage often arises when an at-fault





driver is involved in an incident damaging multiple vehicles and doesn't carry enough coverage to repair or replace all the cars involved. Usually, people carry the minimum Property Damage Coverage (\$10,000.00 in the state of Florida) and this is not enough to compensate one total loss vehicle let alone two or more. In this instance, each person's insurance must cover the difference between what the at-fault driver carried for property damage insurance and what the damage was to their vehicle.

#### ✓ **Adverse Party Didn't Have Insurance**

If the at-fault party did not have insurance at the time of the incident, then your insurance company will have to pay for the total loss of your vehicle.

You can sue the at-fault driver for the amount of damage they caused and may be able to recover for

your loss however people who do not carry insurance or adequate insurance typically do not have assets which you can recover against.

#### ✓ **You Were At Fault For The Accident**

If you were at fault for the crash then your insurance company will be responsible for the total loss of your vehicle including any damage you caused to other vehicles due to your negligence.

In this instance, you need to make sure you have enough coverage to cover damages you may cause as you could also be sued personally for damages you cause due to your negligence.

If you were uninsured at the time of your crash than you will personally liable for all damages you caused and will likely get your license suspended for being uninsured at the time of your collision.



## **WHAT IF YOU OWED MORE THAN YOUR CAR'S VALUE AT THE TIME OF THE CRASH**

Many times people owe more for than vehicles than they are worth and this will become apparent when involved in a total loss collision as the fair-market payment for your vehicle's total loss will not cover what is owed for your vehicle.

### **You Had Gap Insurance**

If you have gap insurance, then this insurance coverage will cover the difference between fair market value and what is owed.

### **You Didn't Have Gap Insurance**

If you did not carry gap insurance at the time of the collision then you will be responsible for the difference between the fair market value of your vehicle and what you owe.

## **IF YOU DON'T AGREE WITH THE INSURANCE COMPANY'S OFFER**

### **Send Proof Of Why You Disagree**

Do some research on your car's value to determine if the insurance company is making you a fair offer. If they are making a fair offer you should agree to accept it and, often, fair offers are made in total loss collisions.

If they have not made you a fair offer then you can use this research you've done on your car's value as a negotiation tool to increase the offer originally made.

### **Make A Counteroffer**

If you're not satisfied with the offer made, make a counteroffer and continue to negotiate the offer until you are satisfied.

If the insurance company never makes a fair offer for

your total loss vehicle than you can either choose to cut your losses and accept the offer given or you can file a lawsuit to get the fair market value of your car.

## **NEGOTIATE OTHER FACTORS**

### **Rental Car Time**

You may wish to negotiate how much time you will get a rental car while the negotiation process goes on but will typically be held at a reasonable time limit to accept or reject the insurance company's offer. Typically, within a week there should be some sort of agreement or not.

### **Speed Of Check**

You can also ask for the check to be expedited and oftentimes the insurance company's adjuster will comply with this request.

## **IF YOU AGREE WITH THE INSURANCE COMPANY'S OFFER**

### **Formally Accept**

Review the Release provided after agreeing to an amount for your total loss and make sure the Release only releases the insurance company for property damage only and not anything else. Examples of oth-

er things insurance companies try to include in property damage releases are injuries sustained to your person as a result of the crash.

### **Can I Keep The Car Myself?**

Sometimes the insurance company will let you keep your vehicle in addition to providing you a check for its total loss. This is also something you can negotiate during the process.

### **What Happens If I Have To File A Lawsuit?**

If you have to file a lawsuit to recover for your total loss vehicle you will need to hire experts to attest to the vehicle's pre-accident value and also provide exhibits substantiating why you deserve the amount you are requesting.

I strongly suggest hiring an attorney if you have to file suit as a result of not getting a fair offer for your total loss vehicle.

## **How Can A Lawyer Help Me**

All Handled By Your Lawyer

The entire process, from gathering information of your car's value to negotiating the settlement and re-





viewing the Release, can be handled by your attorney should you choose to hire one.

Attorney represented clients many more times than not get higher settlement offers and settle their property damage claims much quicker than people who are unrepresented.

**TYPICALLY WITH EXTENSIVE PROPERTY DAMAGE, THERE ARE ALSO ASSOCIATED INJURIES**

**Get Medically Checked Out**

Following an accident, you should always get examined medically for any injuries.

This is the case whether you were at-fault or not. Being that Florida is a no-fault state, you have the right to get medically examined following an accident without repercussion.

**Get Proper Value For Your Car Without The Hassle**

Our office can relieve the stress and take over the hassle of taking care of your total loss vehicle. Our staff is highly skilled in evaluating a vehicle following a total loss collision and is prepared to take all the steps necessary to make sure you are quickly and fairly compensated for your vehicle in every way possible.

# JD POWER STUDY RANKING INSURANCE COMPANIES FOR FAIRNESS IN THE SETTLEMENT PROCESS

COMPANY	SCORE (OUT OF 10)
Auto-Owners, USAA, Amica Mutual	10
NJM Insurance Company	8
Nationwide, Allstate, The Hartford	7
Farmers, GEICO, State Farm, Progressive, Safeco, American Family, Erie, Liberty Mutual, Travelers	6
Mercury, Country, Hanover, 21st Century	5
Automobile Club Group, MAPFRE, Esurance	4



## **SELECTING THE BEST AUTO INSURANCE POLICY FOR ACCIDENT COVERAGE**

Choosing the right auto insurance policy to keep you protected should you be involved in a car accident is essential. To help you make the right decision, you'll need to understand the different types of coverage and how they protect you and your vehicle.

### **Auto Insurance Coverage Defined**

#### **TYPES OF AUTO INSURANCE COVERAGE**

In Florida, auto insurance coverages include No-Fault or PIP coverage, Bodily Injury Liability Coverage (BI), Uninsured or Underinsured Motorist Coverage (UM) which can be stacked or non-stacked, Property Damage Coverage (PD), Medical Payments Coverage (Med Pay), GAP Insurance, and [Rental Car](#) Coverage just to name a few.

Only [Personal Injury Protection](#) (PIP) and Property Damage Insurance Coverage (PD) coverages are required by law in the state of Florida, and often insurance officers will sell you what they term "Full Coverage" which, oftentimes, leaves you exposed in the event of an accident. Though the other coverages named above are optional, it is highly recommended that most, if not all, of these coverages will be carried on your policy. After all, insurance is meant to protect you in the event you are involved in unforeseen and unplanned circumstances, so having insurance





coverage which leaves you exposed isn't really insurance at all.

**I have personally had hundreds of clients over the years who explain to me during our initial consultation that they were told they had "Full Coverage." In every case, they assumed, as anyone would, that full coverage meant they were covered for every foreseeable circumstance should they be involved in an accident. After I explain what "Full Coverage" means in the state of Florida they are almost always upset that the insurance company took advantage of their lack of knowledge and claimed to sell them something that they were not given.**

Navigating the ins and outs of insurance coverages can be confusing and time-consuming but always remember that after it's all said and done you want to have the coverage in place that will protect you and your loved ones in the unfortunate event that you are involved in an incident where you need full protection.

### **BODILY INJURY COVERAGE (BI)**

Bodily Injury Coverage is the type of auto insurance coverage which protects you if you are the at-fault

driver in an accident. It compensates the victims of your negligence for their injuries in the event the incident was significant enough to cause injury. This is considered one of the two most important coverages to have (the other being UM), and unfortunately, it is not required by law in the state of Florida.

The minimum BI coverage available is called a \$10,000/\$20,000 BI policy, which means that any one person is afforded no more than \$10,000 and collectively, all victims are afforded no more than \$20,000. BI coverages range from \$10,000/\$20,000 to a million dollars and sometimes more. It is always recommended to carry at least some level of BI, and the more you carry, the more protected you are.

### **UNINSURED OR UNDERINSURED MOTORIST COVERAGE (UM OR UIM)**

UM, or UIM coverage is coverage purchased to cover you and your loved ones in the event that you are either involved in an incident with an at-fault driver that does not carry BI or does not carry enough BI in light of the injuries you have sustained.



**Years ago, I had a wrongful death case where the victim was struck by an at-fault driver who ran a red light, struck my client, and he passed away at the scene. The at-fault driver only carried a \$10,000/\$20,000 BI policy, and the client's surviving family members did not carry Underinsured Motorist Coverage (UIM). As a result, the only available compensation was the \$10,000 coverage. This is an extreme case but clearly illustrates the importance of UM/UIM coverage and how it impacts cases with serious injury and low coverage.**

Uninsured or Underinsured Motorist Coverages are optional coverages in the state of Florida, but it is highly recommended to carry this coverage as it is the only way to protect yourself in the event that you are involved in an incident with an at-fault driver who is either uninsured or underinsured.

According to the Insurance Information Institute, Florida has the highest rate of uninsured motorists at an alarming rate of 26.7%. On the next page are the highest and lowest ranked states in terms of uninsured motorists, and this statistic alone clearly identifies the importance of carrying UM/UIM coverage while driving in our state.

## HIGHEST

RANK	STATE	%
1	Florida	26.7
2	Mississippi	23.7
3	New Mexico	20.8
4	Michigan	20.3
5	Tennessee	20.0
6	Alabama	18.4
7	Washington	17.4
8	Indiana	16.7
9	Arkansas	16.6
10	D.C.	15.6

## LOWEST

RANK	STATE	%
1	Maine	26.7
2	New York	23.7
3	Massachusetts	20.8
4	North Carolina	20.3
5	Vermont	20.0
6	Nebraska	18.4
7	North Dakota	17.4
8	Kansas	16.7
9	Pennsylvania	16.6
10	South Dakota	15.6

## Stacked UM or UIM Coverage on One Policy

UM/UIM can be purchased as Stacked or Non-Stacked, and the basic gist of this coverage is that your UM/UIM policy limits will be stacked (multiplied) by the number of vehicles on your policy.

**An example would be if you carried \$10,000/\$20,000 Stacked UM/UIM policy and had three (3) vehicles on your policy the limits would be multiplied times (3) for the vehicles and would result in a total of \$30,000/\$60,000 in total coverage.**

**As you can see, having a stacked UM/UIM policy greatly increases your insurance coverage in addition to other benefits it provides.**

Stacked coverage generally applies to “Class I” insureds: the named insured, spouse, and resident relatives. Stacked UM coverage follows the insured members under the policy. This means that regardless of what car or vehicle you are in you, and all other insureds will be afforded the coverage.

Unless you reject the UM coverage in writing, stacking of UM coverage is presumed. When you purchase your insurance policy, you will be given the opportunity to accept or reject UM/UIM and so long as you do not reject this coverage in writing with your signature you will carry this coverage.

### **STACKED COVERAGE ACROSS SEPARATE POLICIES**

You can also have UM/UIM coverage stacked under

separate policies where you carry stacked coverage on both policies, and your insurance coverage will be multiplied by the number of vehicles listed under all of the policies which apply.

### **UNSTACKED COVERAGE**

When you do not choose to have your UM/UIM coverage stacked, you will only be afforded coverage for the vehicle involved in the incident.

Multiple vehicles can be on the same policy, but an insured under the policy only gets the benefit of each individual vehicle’s coverage.

You can still have as many vehicles as you would like on one insurance policy, but each vehicle will be treated individually when you choose not to stack your UM/UIM coverage.

### **PROPERTY DAMAGE INSURANCE COVERAGE (PD)**

Property Damage Insurance Coverage (PD) misused in the event that you are in an accident where you either are the at-fault driver and cause property damage to another’s vehicle or personal property or you are involved with an uninsured motorist and need to repair your own vehicle’s property damage.

PD Coverage is required by law in the state of Florida and can range in policy limits from \$10,000 minimum to as much as you're willing to purchase.

Additionally, when you're involved in an auto accident and liability is disputed, your own PD insurance will cover your car's damages until the liability issue is resolved at which point, they will be reimbursed when and hopefully if you are found not to be at fault.

### **PERSONAL INJURY PROTECTION COVERAGE (PIP)**

Personal Injury Protection Coverage, also termed No-Fault Coverage in the state of Florida, is what each party in an accident will use for the first \$10,000 in medical care they need for any injuries sustained in this incident.

PIP can also be used for lost wages, mileage reimbursement (for miles driven for injury treatment) and prescription reimbursement for prescriptions given for injuries sustained in the accident.

Personal Injury Protection Coverage is required by law in the state of Florida and begins with \$10,000 in coverage as the minimum.

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### **HEALTH INSURANCE**

#### Medical Payments Coverage

Medical Payments Coverage is the medical equivalent of GAP insurance and will cover any deductibles or copays you have under your PIP policy. It is a good idea to carry Medical Payments Coverage as it results



in no out of pocket expenses for you medically up and until you reach the limits of your coverage. Medical Payments Coverages typically range from \$5,000 to as much as you're willing to purchase.

### **THINK AHEAD WHEN THINKING OF WHAT AUTO INSURANCE COVERAGES TO PURCHASE**

Always remember you are planning ahead by purchasing insurance in the event that you are involved in an unplanned event (an accident). You will always benefit from having all insurance coverages available, and in the long-term, you are paying much less for your premium now when compared to what you will pay for your losses in the event you are involved in an accident.

You must plan for yourself in addition to the event that you are involved in an incident with an uninsured motorist as well as the event that you, for some reason are found at fault for an accident. In short, you always want to be protected when purchasing an insurance policy. After all, this is the exact reason that you are purchasing the insurance policy in the first place.

### **PURCHASING INSURANCE AFTER AN AT-FAULT CRASH WHERE YOU WERE AT FAULT**

As discussed, you should carry automobile insurance coverage at all times but, in the event, you are not insured at the time of a crash, you can and should pur-



chase car insurance immediately after a crash. When you purchase your insurance policy, you must inform the insurance company that you had an uninsured crash and request that they issue you an SR-22 certificate of liability. You must provide this to DHSMV for three years after you have a car accident without insurance.

An SR-22 certificate is never a good thing to have as you are required to pay premiums in full, which can be financially taxing. That being said, this law affords those who were not insured at the time of a crash an opportunity to obtain coverage in the future with minimal penalty.

## **COMMON TRICKS USED BY INSURANCE COMPANIES**

**IN THE HOURS AND DAYS IMMEDIATELY FOLLOWING AN ACCIDENT, VICTIMS ARE OFTEN-TIMES IN A COMPROMISED OR VULNERABLE STATE DUE TO THE TRAUMATIC EXPERIENCE IN WHICH THEY WERE JUST INVOLVED.**

Immediately following an accident, victims are potentially suffering from injuries they've suffered, the loss of use of their vehicle or the difficulties involved in properly making an insurance claim, among other things. As a result, victims are susceptible to influences that are not experienced under normal circumstances. Many times, victims are suffering from pain without transportation due to damage to their vehicle and confused about how to proceed when getting medical attention in addition to getting their car fixed.

### **Types of Questions After An Auto Accident**

During these trying times, a victim is bombarded by phone calls from insurance adjusters and friends wanting to give them advice. The amount of information typically flooding a victim's mental inbox following an accident can be overwhelming and confusing all at the same time. Usually, this flood of advice, questions, and demands from insurance adjusters can leave a victim with more questions than answers.

Hiring an experienced personal injury attorney is the quickest and best way to eliminate the stress of having to deal with anything other than your health which in the end is the most important thing in the grand scheme of things.

Typical questions during this time of confusion and uncertainty are:

- How will a victim get around without a car to run errands, drive around their children, and go to work among many other daily obligations?
- What doctor/s should a victim go see for their injuries?
- Who is going to pay for all of these losses and expenses a victim has suffered?

Insurance companies take full advantage of a victim's compromised condition, lack of experience in these situations, and the trusting nature of those who are supposed to protect and take care of them during

these times of need. Their actions following an accident are taken for one reason and one reason only – to discover any possible way to get out of paying a victim the benefits they are entitled to under the terms and conditions of their insurance policy.

### **INSURANCE COMPANY TRICKS & TACTICS**

A victim has a signed contract with their own insurance company, and this contract and policy outline all of the benefits allotted to a victim in the event they are involved in an accident. Victims, for the most part, do not know the vast majority of benefits they have under their own insurance policy. Knowing this to be true, insurance adjusters are highly trained to get victims to say things that will limit what benefits they will be awarded and also try to quickly get a claim resolved in an attempt to get around paying or providing many of the services to which a victim has already paid.

The insurance company's efforts to exploit a victim's vulnerable state are magnified when the victim is not represented by legal counsel. This is all done in an effort to minimize the insurance company's liability in

the matter and as a direct result minimize the benefits it will pay to their insured. Although the insurance adjuster is doing the job they were paid to do, the result to the consumer is losing out on benefits, sometimes entirely, that a victim has paid premiums for and is entitled to.

The following are some common tricks insurance companies used to fool accident victims into agreeing to take less or no money and/or give up their benefits entirely.

### **PRETENDING TO BE ON YOUR SIDE.**

Insurance companies, through their adjusters, are skillfully trained to make it sound and appear that they are on your side. They will befriend you in various ways and make you feel comfortable with them knowing that if you are comfortable speaking with them and as a result trusting of what they are telling you that you are much more likely to believe what they are saying whether it is true or not.

Adjusters will tell you that they are fighting to quickly get you paid for your loss because everyone wants their case settled quickly and to receive a check as



quickly as possible. What they are not telling you is that what they are doing in actuality is trying to give you as little money as quickly as possible and get you to sign a Release to absolve them from any future liability or obligation to pay additional benefits.

The quicker they get you a check the less likely you are to seek the advice of [an auto accident attorney](#) or a friend/family member who has gone through this process before. The insurance companies do not want you talking to anybody who can expose what they are doing otherwise you will become less likely to accept the meager settlement offers they make in the days following an accident.

The longer the process takes, the more time there is for medical expense, [property damage](#) expenses and lost wages to go up among many other monetary and personal damages. The quicker they can settle and get you to sign this Release the more money they save.

Insurance companies will do or say just about anything to make you believe they are fighting for you, getting you paid fairly and quickly and taking care of you to the best of their ability. The fact of the matter is that their primary, and often sole purpose, is to minimize your losses, pay you as little as possible and convince you that you are not entitled to benefits

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### **Case Study:**

*Many years ago, I met a client who had the wiring in her vehicle eaten by some kind of rodent. This electrical damage rendered her vehicle unsafe and thus undrivable. She was walking her children to school and running errands by walking and riding her bicycle because her auto insurance company had convinced her this damage was not covered. I agreed to take her case pro-bono and after reading the policy in total discovered that this was not only covered but she was entitled to a rental car while the dam-*

*ages were being performed. We were able to get her car fixed, get her a rental car during repairs, and because she didn't have a deductible, she was not out of pocket for any of the expenses. She fought for weeks before contacting our firm, and in just days we were able to get her car fixed at no expense to her.*

*Insurance companies simply do not want to pay or provide benefits they are contractually obligated to such as in this case, and until they are called to the mat, they will continue to deny your claim.*

that you've clearly paid premiums for, sometimes for years.

### **SOCIAL MEDIA SITES, PAGES, AND POSTS**

A relatively new tactic during the investigation process of a claim has become to view a victim's social media pages and posts in an effort to prove or disprove things that will benefit their case against you. You should be asking yourself, why is my insurance company trying to invade my privacy so they can get out of paying me the benefits I deserve as a victim of an accident? The quick answer is because it's an insurance company's business model to collect as much as possible in premiums and payout as little as

possible in benefits – which is how they make a profit. So, instead of looking for reasons to pay you benefits, they will try at all costs to find reasons not to pay you or to pay you much less than you deserve.

Steer clear of posting about your accident, injuries or anything you don't wish to fall into the insurance company's hands.

### **REQUESTING YOU PROVIDE THEM WITH A RECORDED STATEMENT**

Very quickly after you've been involved in an accident you will be exposed to one of the most common tricks used by insurance adjusters to obtain information to which they are not entitled.

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### **Case Study:**

*I was once involved in a mediation where the defense attorney produced a video of my client dancing with friends and doing various movements and gestures which she clearly could not do if she was injured as she claimed to be. This video was posted on YouTube and was made public. The issue was the video was actually made before the accident but was posted after the accident date giving a false impression that she was able to do the things in the video after sustaining her injuries. After many weeks*

*it was finally shown that the video was in fact made prior to the accident date but this all would have been unnecessary but for the posting. The lesson to be learned is no matter how private you think your social media account is and no matter how innocent you believe your posts to be, insurance companies are looking for any kink in the armor of your case to prove that you are not injured, lying about your injuries and/or your injuries preceded the accident.*

## THE INFAMOUS RECORDED STATEMENT

Adjusters will try every trick in the book and make every promise necessary to get you to give them a recorded statement as quickly as possible following an accident. They will try to convince you that it will speed up the claims process, that it will benefit you in the long run and that you are required to give a statement.

The only time you are required to give a recorded statement is when your insurance company asks for one and even in that situation, you should not give the statement without your attorney present to limit the scope of the questions and protect your best interests. The reason you are required to give your insurance company a recorded statement is because you have a signed contract with them stating that you will do so following an accident. At-fault insurance companies have no legal right to obtain a recorded statement though they will, without a doubt, try to get you to give them one. They will twist and use your words against you and giving them a statement is not suggested. The adjusters oftentimes attempt to confuse the victim and jumble the facts of the accident and this statement can be used against them in the future at trial or at any stage to deny a victim's rights.



## BE VIGILANT IN YOUR JOURNEY NAVIGATING INSURANCE COMPANY'S WEB OF DECEIT

Always be aware that insurance companies and their agents are not always on your side. Often, their decisions are made with their best interests in mind without regard to how this affects you, the consumer. Check and cross-check the information they provide you and make sure that you are being told things accurately and in your best interests. Attorneys which practice in this area often are retained on a contingent fee basis meaning that their fee is contingent on their recovering monies for you during their representation. [Retaining a personal injury attorney](#) to help in these situations is always a good idea because they are aware of the tricks that insurance companies take and know how to beat them at their own game which ultimately benefits you in the long run.



## **SHOULD I HANDLE MY OWN CLAIM?**

**“A PERSON WHO REPRESENTS THEMSELVES HAS A FOOL FOR A CLIENT.”**

Attempting to handle your own auto accident claim can prove to be a futile effort. There are hazards every step of the way which can provide challenges to the novice, and these challenges can, in some instances, be insurmountable.

### **AUTO ACCIDENTS: PROPERTY DAMAGE & PERSONAL INJURIES**

When a claim involves both property damage and personal injuries, your recoveries should include the following:

- vehicle repairs,
- rental car reimbursement,
- reimbursement for lost wages,
- medical treatments and prescriptions

In addition to

- future monies for expected future medical care,
- future lost wages, and
- pain and suffering



Arriving at and accurately calculating these figures is virtually impossible for a victim and it is inevitable that a good portion of a victim's recovery is left undressed.

### **AUTO ACCIDENTS & PROPERTY DAMAGE**

If your incident leaves you with only property damage to your vehicle, you will likely be able to represent yourself with better accuracy. It is typically simple to get the insurance carrier to give you a rental car and to fix your vehicle, which was damaged. However, in some instances, this can be a futile effort when liability is at issue.

That said, representing yourself in diminished value claims is typically very difficult as this requires knowledge, expertise, and resources to arrive at a suitable figure.

### **DIMINISHED VALUE CLAIM**

A diminished value claim is brought following a crash that compensates you for the lessened value of your vehicle now that it has been involved in a crash and repaired. Property damage claims as a whole do not involve much in the way of knowledge so long as you are not concerned with your vehicle's diminished value, and liability is not at issue.

### **BENEFITS OF HIRING A PERSONAL INJURY ATTORNEY TO REPRESENT YOUR AUTO ACCIDENT CLAIM**

However, insurance companies routinely fight you every step of the way, so even when it comes to these claims, it is a good idea to hire a personal injury lawyer to handle this and obtain a full and rightful recovery. Additionally, personal injury attorneys do not get a fee for the most part for handling property damage claims as these claims are part and parcel with injury claims. At Andriotis Law Firm, we will handle your property damage claim free of charge without exception.

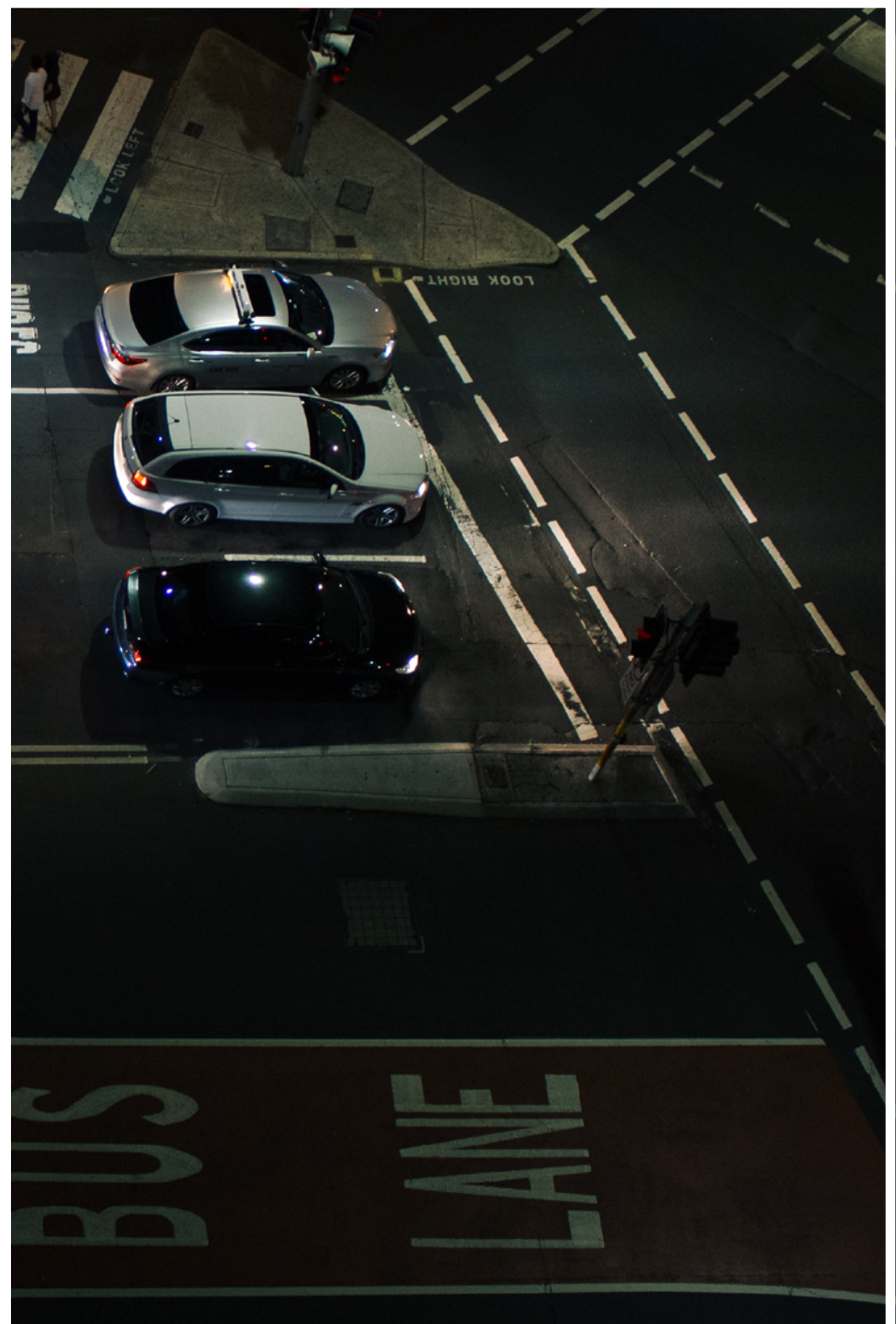
Personal injury claims provide an entirely different set of facts and circumstances which, unfortunately for the novice, include many twists and turns that insurance company's use in their favor to confuse victims and lessen their recovery. When handling your own claim, it is virtually impossible to navigate this sea of facts, information, and loopholes, which inevitably favor insurance companies due to the lobbying power they have when it comes to setting legislation.

For this reason alone, it is never a good idea to represent yourself in your auto accident claim. Study after study has proven that clients who are represented by attorneys get a higher settlement to the level that

nets them more money despite the attorney's fees and cost. The Insurance Research Council found in a study that represented victims recovered, on average, 40% more than victims who decided to represent themselves. Recovering more while reducing the stress of having to deal with all of the lawyers, officers, witnesses, and insurance companies is a win-win scenario for accident victims. This fact alone clearly shows the importance of allowing a professional attorney to handle your claim.

After representing thousands of clients over the last fifteen years, I have been through and seen it all. I have helped victims of every type, in every situation and had recoveries of all ranges. Experience in these situations is priceless, and you can have that experience at your fingertips with just one phone call.

Let our highly skilled team help you from start to finish with every aspect of your case from property damages to injuries to lost wages and pain and suffering. We are trained, ready, willing, and able to help you get the recovery you deserve.





## **WHEN SHOULD I HIRE AN ATTORNEY?**

### **HIRING AN AUTO ACCIDENT ATTORNEY IMMEDIATELY FOLLOWING AN AUTO ACCIDENT IS IMPORTANT FOR MANY**

First and foremost, having legal advice at the onset of your claim is critical to preserve all avenues of potential recovery possible, given your set of facts and circumstances.

### **WHAT TO EXPECT AFTER YOU'VE BEEN IN A CAR ACCIDENT**

Immediately following an auto accident, you will:

- speak with investigating police officers,
- call the incident into your insurance company,
- likely speak with the other driver's insurance company and any witnesses to the incident

Assuming you were injured, you will be taken to medical care professionals for care and evaluation and eventually advised on what treatment avenue to take, given your injuries. And these are just the things that happen initially following an accident.

When you speak to the officer, you will be alone as the opportunity to get a lawyer at that time is not



reasonable. As such, you need to remember to be clear in what happened and provide all the facts as they were without leaving anything out. Additionally, you should take photographs of the scene to preserve any potential evidence and to help explain the incident long after you have forgotten most of the specifics.

### **WHEN DO YOU NEED TO HIRE AN ATTORNEY?**

Following the initial scene and the things that will occur there, you need to hire an attorney immediately. You will be asked by insurance companies to give



recorded statements. You will be told by insurance companies about everything other than how to protect yourself and recover for your losses, and you will be convinced of things that will hurt your case and you as a result. You NEED a personal injury attorney to:

- conduct and complete the investigation phase,
- to be there with you for recorded statements,
- to discuss things with insurance companies, and everyone else involved so that you don't have to.

### **WHY IT'S IMPORTANT TO HIRE A PERSONAL INJURY ATTORNEY**

Mistakes made at the onset of a claim have damaging effects for the life of the claim, and many of these mistakes are ones that cannot be undone.

Having highly trained and skilled individuals handling your accident claim from its inception to completion is a vital part of ensuring your recovery is fair, just, and

includes all of what you deserve.

Often, I have clients come to my office who first tried handling their claim on their own, and most of the time, I will refer them elsewhere. It's not that I do not want to help them. It is that after finding out that their case has been mishandled, it becomes clear that there is not much I can do to repair the damage that has been done. After many failed attempts to repair these types of claims, I have found that the client is best served completing their claim process themselves.

It is critical to have a professional handle the early stages of your claim, as this is the building blocks of how your case will flow in the future.

It is important to understand and remember how these things are handled will determine the availability and viability of much, if not all, of the recoveries available to you. For this reason alone, I believe it is clear that hiring an auto accident attorney very early on is critical to maximizing your recoveries.

# **BENEFITS OF HIRING AN AUTO ACCIDENT ATTORNEY**

**THE DECISION TO HIRE AN AUTO ACCIDENT ATTORNEY IS AN IMPORTANT ONE FOR MANY REASONS.**

When to hire an auto accident attorney, what to allow your auto accident attorney to handle for you, and who you choose as your auto accident attorney are all important decisions that need to be made as quickly as possible following an auto accident.

Often, this is a victim's first time being involved in an auto accident and as a result do not know the ins and outs of how to handle the situation. An auto accident attorney's job is to assess the incident, evaluate all of the damages sustain both to person and property and to recover those damages.

## **Why It Is A Good Idea to Speak to a Lawyer before filing an Insurance Claim**

### **WHAT COVERAGES ARE AVAILABLE TO YOU**

Your attorney and their staff will immediately begin investigating your claim to assess what coverages are available to you for your incident. During this investigation photos may be exchanged, recorded statements given and initial medical evaluations will be discussed. It is a good idea to have an attorney





handle all of these things to ensure that all of your rights and potential recoveries for your incident are preserved.

### **WHAT DAMAGES ARE YOU ELIGIBLE TO RECOVER**

After completing the initial stages of your incident your attorney and/or their staff should discuss with you the different avenues for recovery. Some of those areas of recovery are as follows.

**Future Meds** – this recovery covers any future expected medical bills given your age, severity of injuries and initial recovery. This is typically a significant portion of a claimant's recovery and is more significant with younger patients (because of the years left to deal with the injuries) and more significant injuries (because these are typically more expensive to treat).

**Past Meds** – this recovery is for the medical bills already incurred at the time of settlement. These could include ER visits, initial therapy, and diagnostics among more invasive treatments for more significant injuries.

**Lost Wages** – this recovery included any past wages

missed due to your injuries and any reasonably expected wages to be missed as a result of the same.

**Pain and Suffering** – this recovery is for the mental trauma you've had to endure as a result of the situation as a whole.

**Punitive damages** – this recovery is to punish a defendant when their actions in causing an accident are so egregious that the law allows for punishment. An example would be a DUI driver.

**How much coverage is available** – it is your attorney's job, early on, to investigate all applicable coverages available to you for the incident.

### **A LAWYER KNOWS WHAT LEGAL AVENUE FITS YOUR SET OF FACTS**

**File a Claim** – this is the initial phase of the incident and it involves notifying all parties and their insurance carrier(s) that a claim is being made.

**Send a Demand** – after your injuries are discovered and all medical records have been compiled a time-sensitive demand package will be sent requesting a settlement figure.

**Negotiate** – if the demand figure is not offered then negotiations begin. You, the client, dictate to your attorney the parameters of the negotiations.

**Provide Additional Documentation** – many times the insurance carrier will request additional medical and/or lost wage documentation. It is your attorney's job to decide what and when to send this documentation.

**File a Lawsuit** – If all negotiations fail it is time to file a lawsuit, go through the discovery process and if the case cannot settle at mediation go to Trial and get a verdict.

After seeing all of the different things involved in bringing and settling a claim it is clear to see the benefits of hiring an auto accident attorney to handle these for you. They are highly skilled in the ins and outs of making claims and settling cases and will steer the case in a direction that benefits your case specifically. If you're not a mechanic would you try and fix your car? Let lawyers do their job and get you the best recovery possible and one that you deserve.





# Serious Accidents Call for Real Trial Lawyers.

The Andriotis Law Firm is dedicated to providing aggressive representation of auto accident and personal injury claims to those injured throughout Clearwater, FL. We have the experience, reputation, and track record to successfully pursue a fair and equitable award or settlement in your injury case.

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