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This information is a bare-bones guide for those who have had an accident while driving their Motor Vehicle and wish to get and keep all they're entitled to.

There are 8 areas you should know about. They are: SPECIAL DAMAGES, MEDICAL EXPENSE - - SPECIAL DAMAGES, LOST TIME FROM WORK - - LOSS OF EARNING CAPACITY - - SPECIAL DAMAGES, PROPERTY DAMAGE LOSSES, WHAT YOUR MEDICAL DOCTOR REPORT(S) SHOULD STATE, STATUTE OF LIMITATIONS, MEDICAL PAYMENTS COVERAGE, and WHAT TO DO IF AN ADJUSTER REFUSES TO COOPERATE.

(1) SPECIAL DAMAGES: Losses that can be measured in definite sums of money. They are the bedrock of the calculations used to award damages (including "Pain and Suffering" - - legally defined as your "Compensatory Damages") for any financial loss that flows directly from the motor vehicle accident and the injury you may have sustained. "Special Damages" Include: Medical Expense, Special Damages plus Time Lost From Work which is your Lost Earning Capacity, Special Damages.

(2) MEDICAL EXPENSE - - SPECIAL DAMAGES: Doctor of chiropractic, medical doctor, specialist and/or dentist bills: Be sure to obtain all bills for services rendered PLUS final reports regarding your physical condition. Make sure these reports include the length of time of your "Partial Disability" and/or your "Total Disability" because these will go a long way justifying both your "Pain and Suffering" and/or your lost wages.

BE SURE TO OBTAIN ALL MEDICAL BILLS! For example: Ambulance, Emergency Room, Hospital or Clinic, Laboratory Fees and Services, Diagnostic Tests: (X-rays and/or CT Scan), Registered and/or Practical Nurse Fees, Medicine and/or Prescription Medications, Prosthetic Appliances or Surgical Apparatus (Canes & crutches, etc.), Physical Therapy, Ace Bandages/Gauze & Tape, Heating Pads, Creams, Ointments, Balms & Salves

(3) TIME LOST FROM WORK - - LOSS OF EARNING CAPACITY - - SPECIAL DAMAGES: The time lost from work (thus the money you may have lost) is added up. This constitutes an element of your "Special Damages," mainly lost wages.

In many instances the law does not look at your time away from work because of an injury as lost time and earnings but as "Lost Earning Capacity." In most states you're entitled to compensation for lost time and earnings even if you had no actual loss of money, such as, for example, when your salary is paid by your own insurance, by taking sick leave or some similar arrangement.

IF YOU'RE EMPLOYED FULL TIME. You must obtain written proof, on company letterhead, what you are paid and how much time you lost from work. Be ready to discuss your job description and how long you've been employed at your current position. Does your work demand heavy labor and/or lifting? Did you use up vacation time and/or sick leave time due to your accident? Was there a loss of future earning capacity? Were you absent from one or more important meetings? Were you unable to make appointments? Did you lose the opportunity for an interview that could have led to a better job?

IF YOU'RE EMPLOYED PART-TIME: Do you have written proof of your lost time from work on company letterhead and how much that represents in dollars? Be ready to discuss your job description and how long you've been employed at your current part-time position. How many hours do you normally work each week? What is your average weekly and/or average daily income? Does your work demand heavy labor and/or lifting? Did you lose the opportunity for an interview that could have led to a full-time job?

A "SPECIAL NOTE" FOR ALL CLAIMANTS: It doesn't matter if you are employed full time, part time, self-employed, own your own business, retired, unemployed or a housewife not employed outside the home - - you should keep a written record of all household help and/or child care needed during your disability period plus all unusual costs incurred in getting to and from the doctor, chiropractor, therapist and/or hospital.

(4) PROPERTY DAMAGE LOSSES: In the vast majority of motor vehicle accidents there's an "Agreed Cost To Repair" which has been negotiated between your damage repair person and the insurance adjuster. Be sure to know what that figure is.

SOME VERY IMPORTANT "PROPERTY DAMAGE" DEFINITIONS

COLLISION: This applies to loss or damage as a result of an impact with another vehicle or object. To collect, there's usually a deductible which you must pay out of your own pocket. (If you're not at fault you can get this money back. Read your policy).

PROPERTY DAMAGE LIABILITY: Insures a person from the property damage caused by the ownership, maintenance or operation of your motor vehicle. If you have this coverage on your policy, it will protect you, (to the extent as stated in the policy) for damages you may do the property of another (i.e. his motor vehicle, trees, lawn, shrubs, mailbox, garage, home, etc.). **EXCLUSIONS:** A good rule of thumb is: "If it's not excluded, it's covered". Know your exclusions and how they apply.

LIMITS OF PAYMENT: The limits of payment will tell you what the policy pays for and what the payments will be based on. **ACTUAL CASH VALUE:** Basically this is the original cost of an item, less "Depreciation". **WHAT IS**

DEPRECIATION?: This is the amount of "Wear" already obtained from an item. It should be based on a standard depreciation guide. (Ask for proof from where the adjuster is obtaining the depreciation. You don't have to accept this figure).

REPLACEMENT COST: This is the value of a new item.

TOTAL LOSS: This is when the damages exceeds the value of the vehicle, as stated in all "Official Booklets".

FAIR MARKET VALUE: Generally speaking this is the value of your vehicle with consideration shown for the year, make, model, options, mileage, and general condition of the vehicle and its components (i.e. tires, interior, paint, etc.).

OTHER PROPERTY DAMAGES LOSSES: Clothing, jewelry, watches, eye or sunglasses, etc. (Be sure to have written proof of the cost of each item damaged plus the date it was purchased). **ALSO:** Don't forget the charges you may have incurred for towing, storage and substitute vehicle rental or alternate transportation

(5) IF AT ALL POSSIBLE EACH INJURY EVALUATION FACTOR SHOULD BE CLEARLY STATED IN YOUR MEDICAL DOCTORS FINAL REPORT: Is your disability solely a result of the accident? If the answer to this is “No”, explain. Are there any pre-existing conditions or factors that were aggravated by your injuries? If so, explain. What treatments were administered? Why and for what duration? What medications were prescribed? In what amounts and for how long? What symptoms or medical problems were such medications meant to relieve? Any adverse reactions demonstrated? Describe them. In his/her opinion, what is the nature, extent and frequency of the pain that an injury, such as yours, will likely cause?

PROGNOSIS: Information on your personal injury progress. Part played by a pre-existing condition, if any? Prediction of future temporary disability/impairments? Does the individual attending to you anticipate future or further treatments?

YOUR “TOTAL” DISABILITY: This should be stated in weeks and days. Exact date: When ended?

YOUR “PARTIAL” DISABILITY: This too should be stated in weeks and days. Exact date: When ended?

Ask your attending physician, to write their report, including both “TOTAL” and also “PARTIAL” DISABILITY, in as specific wording as possible.

(6) STATUTE OF LIMITATIONS: Each state has a Statute Of Limitations, restricting the time a person in a motor vehicle accident can sue. After that time has passed, no lawsuit can be filed to seek compensation for their property damage and/or injuries. In many states, you have two years or more from the date of the accident in which to settle, however some states allow only a year. (Be sure to check the law - - in the state where the accident happened).

(7) MEDICAL PAYMENTS COVERAGE: If you have this coverage on your motor vehicle policy, it will pay you, up to certain limits, for all bills arising out of the accident - - regardless of who is at fault! (You must read your policy carefully because the “Who”, “Why” and “How” sometimes differs).

A WORD ABOUT HEALTH INSURANCE COVERAGE/PLANS: In certain instances, it may be possible to have your medical bills paid and yet avoid any repayment by tapping into your non-motor vehicle health insurance, or some other health plan you may have. (Yes, this means that under certain circumstances you may be able to collect twice for the same medical bills! Once from the insurance company of the individual who was responsible for the accident and again from your own health insurance or plan).

(8) WHAT TO DO IF THE ADJUSTER REFUSES TO COOPERATE? These are your four best choices: A. Threaten that you'll obtain the services of a lawyer to represent you. B. Go over the adjuster's head and talk to his Manager. C. Resolve your loss in a Small Claims Court. D. Contact the proper people and try to implement the time honored principle of “Good Faith” vs. “Bad Faith”. (You do this by contacting and then working through the Department of Insurance where the accident took place).

DISCLAIMER: The only purpose of this insurance claim article GATHERING YOUR "AUTOMOTIVE COLLISION" ACCIDENT FACTS is to help operators understand the motor vehicle accident claim process. Neither Dan Baldyga, Tony

Lombardozi nor ACRS AUTOMOTIVE COLLISION REPAIR SERVICES NETWORK make any guarantee whatsoever; NOR to substitute for a lawyer, an insurance adjuster, or claims consultant, or the like. Where such professional help is desired it is the INDIVIDUAL'S RESPONSIBILITY to obtain such services.

To learn more about how to handle and evaluate your motor vehicle accident claim, read Dan Baldyga's third and latest "How To" book AUTO ACCIDENT PERSONAL INJURY INSURANCE CLAIM (How To Evaluate And Settle Your Loss) which can be found on the internet at "<http://www.caraccidentclaims.com>" or "<http://www.autoaccidentclaims.com>". This book advises the reader, in simple language, "How To" handle their property damage and/or personal injury claim so they won't be taken advantage of. It also contains BASE (The Baldyga Auto Accident Settlement Evaluation Formula). THE BASE FORMULA explains how to determine the value of the "Pain and Suffering" the motor vehicle driver (and/or their passengers) endured - - because of their injury.

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