



11 Fatal Mistakes

Accident Victims Make

(And How To Avoid Them)

BRUCE A. BLAYLOCK

**11 Fatal Mistakes Accident
Victims Make**

(And How To Avoid Making Them)

By

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results will be.

This book is designed for awareness only and
does not constitute legal advice. The law is
constantly changing, and since each case is
different, you should consult an attorney for
proper representation.

Printed in the United States of America.
ISBN: 978-0-692-53059-7

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ABOUT THE AUTHOR

Attorney Bruce A. Blaylock has practiced law since 1983. Since that time, Mr. Blaylock and his team have represented thousands of injured clients in almost every type of injury claim. He has spent over 30 plus years building a highly respected practice concentrating in injury law.

He has used his experience to help highlight the issues in this book in the hopes of helping injury victims avoid many of the “Fatal Mistakes” he has seen over his extensive legal career.

This book is a tool to be used by consumers to warn them of the pitfalls in the injury claim process, and to educate them on the mistakes that can happen when they pursue their own injury case.

This book is written in plain English, without the complicated legal language that many lawyers get caught up with. It is a valuable aid for anyone forced to fight with the big insurance companies to get the benefits they deserve.

For more information about injury claims please visit the website of attorney Bruce A. Blaylock at BlaylockLaw.com or call us at 888-215-2968.

*With Great Appreciation to
Frazier, Darcy and Tess,
for their understanding and support.*

*Great thanks also to
Maria Heon and Alan Feld
for their work and assistance.*

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FROM THE AUTHOR

Thank you for buying or requesting this book. I believe you will find it helpful, and would appreciate your comments.

If you have recently been injured in an accident, or if someone you care about has been injured, chances are you're worrying about what you should do next. You may also be feeling angry, frustrated, or just wondering if there is a simple way to handle your unfortunate situation.

You may be asking these questions:

- Can I trust my insurance company to take care of me?
- How do I deal with the other insurance companies involved?
- Should I get a lawyer?
- Will I lose any benefits if I didn't see a doctor right after the accident?
- Will my own insurance company give me what I deserve for the damage to my car?
- How can I pay for unexpected medical bills?
- What if these injuries cause problems later in life?
- What questions should I ask a lawyer before hiring him or her?
- Will my own insurance rates go up?

- Will medical bills affect my credit rating?
- Can I get paid for time lost from work?
- Should I talk to the insurance company?
- Should I call the witnesses?
- What if the other person does not have insurance?

If any of these questions have occurred to you, then keep reading. My hope is that this book will answer many of your questions, and that it will ease some of your stress and frustration.

This book is primarily about automobile collisions, but most of the information in the book also applies to injuries sustained in other ways – such as dog bite injuries, birth injuries, medical malpractice matters, nursing home abuse and neglect, injuries caused by a defective product, trucking accidents, motorcycle accidents, boating injuries, slip-and-fall cases and other situations where the negligence of another person has resulted in someone being hurt.

This book includes:

- Personal injury myths
- How insurance adjusters operate
- Why you don't need a lawyer in every accident case
- 11 questions to ask before hiring a lawyer

- The “30 day Client Assurance Satisfaction Guarantee” you should get before hiring a lawyer
- The Client Bill of Rights

But first things first – who am I, and why have I created this book for you?

My name is Bruce A. Blaylock. I am an attorney who has been representing injury victims since 1983. Representing plaintiffs, consumers and people who need their voice heard is all I have ever done as a lawyer. I have never worked for an insurance company or for a law firm that represents insurance companies. My allegiance and sympathy has always been to accident victims, and never to insurance companies or government agencies. I just want to help as many injured people as possible.

I am frustrated about how hard it is for people to get straight answers to their questions during the stressful time after an injury. If you should find yourself in such a situation, I hope you call me to discuss your situation with me. But I want you to have this valuable information whether you call me, call someone else, or call no one at all.

Remember...

When it comes to fighting the giant insurance companies, even if you don't have me AT your side, I'm still ON your side.

If you've been in an accident, there are some things that you absolutely must know. That's why I have put this book out. Things are so complicated and such a hassle these days that many people just give up, and don't try to fight for their rights. This book details some of the critical things you need to know, and even more importantly, it details critical mistakes you **MUST NOT MAKE**, in order to get what you deserve under the law.

As a lawyer who works with injury cases day in and day out, I am becoming more and more concerned that hard-working Americans are being taken advantage of by big, uncaring insurance companies, government agencies, and even by our legal system itself.

As a result, I have approached the preparation of this book by asking myself this question:

“If my best friend was in an accident, and I couldn't be there to help, what are the most important things I would want him to know?”

It is my genuine hope that this information will help you learn the important things that you should – and that you should **NOT** – do after being involved in an accident.

Before I begin, if you (or a family member or friend) has been hurt, please let me express my sincere sympathy and best wishes to you for a complete recovery. Ideally, you are reading this book BEFORE you become injured in an accident. That way, you will be better prepared if and when that time should come.

An accident injury can be one of the most tragic and stressful events that can happen to a person. I know, because I have dealt with these situations every working day for more than 30 years. My team and I have helped thousands of clients through this difficult time in their lives, and it never gets any easier – especially if someone has been severely hurt, disabled, or killed.

With recent changes in the injury laws, and with the way insurance companies are handling claims these days, I am even more worried that you may not get the help you really need. The last thing you need is to be taken advantage of during this difficult time in your life.

I think that the information I give you here will help you in your quest to obtain fair compensation for your injury damages. I am publishing this book so that consumers can have good, solid information before hiring an attorney or dealing with the insurance company. As I point out later, not every case

needs a lawyer! I truly believe, however, that you should have this valuable information right now before you are pressured by an insurance adjuster to answer questions or to settle your case.

Quite frankly, I am just sick and tired of insurance companies taking advantage of people before they have a chance to talk to an attorney. You may not even need an attorney to represent you in your case, but you should be armed with this important information, right from the beginning of your claim. I am publishing this book so that you can be informed, today.

I am also concerned about lawyer advertisements that make lots of promises and then equate your injury to “CASH, CASH, CASH.” I think these types of advertisements hurt people who are legitimately injured in an accident, because others may conclude the accident victim is only saying he or she is hurt because they want cash. That is simply not fair to someone whose life has been turned upside down because of an injury.

I am also tired of lawsuits that get filed which later turn out to be completely frivolous in nature. These hurt everyone by delaying real claims from getting to court.

Most attorneys require you to make an appointment, during which you would get some

of the information that I am providing here. I believe that you should be able to have all of this information right now, and without any pressure. The hiring of an attorney to represent you is an extremely important step that should not be taken lightly, and should be done with no pressure on you.

Also, quite frankly, this method of talking to you saves me time. I've packed a ton of information into this book, and it saves my team and me the hours of time that it would take to explain everything to every potential client who contacts us. I cannot and I will not accept every case and we have very specific selection criteria. We turn down personal injury cases for a variety of reasons, ranging from the facts of the case to jurisdictional and venue issues. We do not get involved in a case unless it is appropriate and we are convinced that we can put that person in a better position than they would otherwise be in. When we accept a case, we are committing the resources of our firm to doing everything reasonably possible to help that person.

Writing this book gives me a chance to tell you what you need to know so that you can make an informed decision about what steps to take with your case.

Even if I do not accept your case, I still want you to be better educated about the personal

injury process so that you don't fall victim to the big insurance companies.

I Am Not Allowed to Give Legal Advice in this Book!

Even though I may know many of the arguments the big insurance companies are going to make in your claim, I am not allowed to give legal advice in this book. I can offer suggestions and identify certain pitfalls and traps, but please do NOT take anything in this book to be legal advice unless you have agreed to hire me, and I have agreed, in writing, to accept your case. Furthermore, laws are constantly being changed by regulators, legislators and judges. Therefore, please do not interpret this book as giving legal advice because the law may have changed by the time you read it.

Important Notice:

We do not want to interfere with any legal relationship you might have now. If you are already represented by a lawyer, this book may raise certain questions for you. Please discuss these questions with your current lawyer. Each law firm does things a little differently, and small differences don't mean that we are right, and your lawyer is wrong.

If you would like a second opinion on a case, then we will be glad to discuss your situation with you.

But if you are having some type of problems with your lawyer, I recommend sitting down for a meeting with him or her, in person, to speak openly about your concerns. I have found that with good communication, it is usually possible to work through any issues that may arise between you and a lawyer you may already have. I do not want anything in this book to be misinterpreted regarding that.

Let's start at the beginning:

What is a personal injury case?

WHAT IS A PERSONAL INJURY CASE?

Lawyers say that they do “personal injury cases” or “accident cases” or “wrongful death cases,” but I’m not sure that everyone understands exactly what this means. A personal injury case, automobile accident case, or wrongful death case is a type of claim in which a person has been injured or killed due to someone else’s carelessness or negligence. If the only damage in your case is that your car got banged up, then you do not have a personal injury case – but you may have a property damage case. Our firm does not handle cases that involve only property damage and no injury, but later in this book I will give you helpful information on how to handle a property damage claim, without even hiring a lawyer.

There are several types of damages that may be awarded in a personal injury case. These include both economic and non-economic damages.

Economic Damages: These refer to actual financial expenses that can be documented as being related to the injury. These include things like medical bills, rehabilitation costs, medical devices (i.e., a cane or a walker), lost wages, prescription drug costs, and

other expenses you would not have had to incur if you had not been hurt. Having receipts to document each expense is essential.

Non-Economic Damages: These refer to damages that involve no direct economic loss but nevertheless are profoundly damaging to the injury victim. These include things like pain and suffering, emotional distress, loss of companionship, mental suffering, and worsening of previous injuries. Assigning a value or amount to these damages is harder but an experienced attorney will know best how to do it.

If both you and your car have suffered damage, then you have both a personal injury and a property damage claim. In those circumstances, and assuming appropriate insurance is in place, either your insurance company or the other person's insurance company will usually take care of your property damage claim. Your lawyer can give you some free guidance on the property damage portion of the claim if you are being represented on the injury portion of the claim.

If someone's negligence causes the death of someone, then this is called a "wrongful death" claim. The laws of each state differ significantly regarding what can be recovered in a wrongful death case, and who is entitled to a recovery.

Please do NOT attempt to handle a wrongful death case without a lawyer! You need an attorney who understands the specialized wrongful death laws.

In a typical personal injury case, once a claimant has completed medical treatment, negotiations begin with the insurance company in an effort to settle the claim for a fair amount of money. If no settlement agreement can be reached, a lawsuit must be filed by the injured person.

Once the lawsuit is filed, both sides engage in the legal process called discovery. Each party is allowed to investigate what the other side is going to say at trial. The defendant will be permitted access to your medical and work history, including your income records. You may have to give a deposition under oath. The defendant is also subject to discovery. The defendant will answer written and, depending on which court the lawsuit is filed in, oral questions, under oath, about his or her background, and about the incident at issue. Then a trial is held, and a judge or a jury will determine both fault and damages.

You are at war – but it's a war that can be won.

A WAR THAT CAN BE WON

When you were injured, you entered a war zone. But we are in this war together. Big insurance companies have declared war on injured people and their attorneys. They have waged this war in the legislatures and in the media, and the hundreds of millions of dollars they have spent on propaganda has had a tremendously negative effect on juries and jury verdicts. This propaganda campaign has also resulted in bad laws being passed, in the name of “tort reform.” The success that the insurance companies have had in tainting the minds of jurors has emboldened them to frequently not make reasonable settlement offers until you prove to them that you are ready, willing, and able to go to trial.

What about injuries caused by harmful products, dog bites, and slip-and-fall cases?

Whenever you are hurt by anyone’s negligence, including that of a professional, a builder, a manufacturer, or a store owner, you have a personal injury claim. Product liability (injury by a harmful product), medical malpractice (injury by a doctor, hospital, or other healthcare provider), and slip-and-fall (injury because someone did not take care of the floor or sidewalk) are all types of personal injury cases, and have many similarities to automobile collision cases. But there are a

number of significant differences, and, especially for product liability cases or medical malpractice cases, you should *not* attempt to represent yourself in these matters.

PERSONAL INJURY MYTHS

Here are some commonly held beliefs about personal injury cases that simply are not based in fact.

- If you write the insurance company a letter, and you are reasonable, you will get a fair settlement proposal.
- When you are in an accident and the insurance company calls you to ask for a recorded statement, you have to give them a recorded statement or they won't settle with you.
- The insurance company for the person who hit you is obligated to pay your medical bills as they are incurred.
- If there has been an accident and it wasn't your fault, there must be some insurance company that will pay for your medical bills, lost wages, and injuries.
- If you go to court and just tell your story, the jury will feel sorry for you and award you adequate damages to compensate you for all your losses.
- Most juries are generous. (NO, THEY ARE NOT!)

AUTOMOBILE INSURANCE DEFINITIONS

You need to have a basic understanding of the various types of automobile insurance coverage available before we get into the 11 Fatal Mistakes. What follows is a simplified, plain-language description of the most common categories of auto insurance coverage and how they may benefit you.

Bodily Injury Liability

If another person is injured because of your carelessness or the carelessness of someone driving your car, this coverage typically requires your insurance company to pay the claim.

The company's obligation is limited, however, to the amount of coverage you purchased. For example, if your liability amounts are \$30,000 per person and \$60,000 per accident, your company will pay no more than \$30,000 to each injured person and no more than \$60,000 total for any one accident. You will be personally responsible for any damages above the amount of your insurance coverage.

You may see shorthand references to liability insurance limits written as if they were two numbers separated by a forward slash, looking something like this: 25/50, 50/100, or 100/300.

When you see these shorthand references, the first number represents the amount of coverage per person in thousands of dollars, and the second number represents the amount of coverage per accident in thousands of dollars. So 50/100 means there is a maximum of \$50,000 of coverage per injured person, and \$100,000 of coverage total for any one accident.

Property Damage Liability

This is similar to bodily injury liability except that it covers damage to another person's property rather than physical injuries. The company's obligation to pay also is limited to the amount of coverage you buy. So shorthand references to liability and property damage coverage combined may be written as 30/60/15.

Comprehensive

This category of protection generally requires your insurance company to pay for damage to your car caused by something other than an auto accident (for example, fire, theft or vandalism). The company's obligation to you will be limited by the amount of any "deductible" you may have purchased. For example, a \$100 deductible means that you pay the first \$100 the company pays the rest (up to the amount of coverage you purchased).

Collision

This coverage states that your insurance company will pay for damage done to your car, regardless of whose fault it was. Deductibles are also common with this coverage. If the damage was caused by someone else's negligence, then your insurance company would then most likely seek reimbursement from the insurance company for the person at fault.

Underinsured Motorist

If a driver injures you or your car's occupants, and his or her liability insurance is insufficient to cover the full value of your claims for physical injuries, this coverage will pay your claims for physical injuries. It serves as a substitute for the bodily injury liability insurance that the other driver did not have.

This coverage also is limited to the amount of insurance you buy.

Uninsured Motorist

If a driver injures you or your car's occupants, and has no liability insurance to cover your claims for physical injuries, this coverage will take care of your claims. Again, your company's obligation is limited to the amount of coverage you purchase.

BAD THINGS THAT COULD HAPPEN IN THE INJURY CLAIMS PROCESS

- The insurance company could drag its feet in investigating the injury claim and accepting responsibility. (Typical)
- The person at fault may not report the accident to their insurance company. This can constitute a breach of contract by the person at fault, thereby giving his insurance company a basis for arguing that they have no legal responsibility to compensate you for your damages or injuries.
- The person at fault may not have coverage for the damage that they caused you. If so, you may have to file an injury claim under your own auto insurance policy. If you do not have coverage yourself, you may have no way to make any recovery. This is why Uninsured and Underinsured Motorist (UM/UIM) protection coverage is so important.
- Your vehicle could cost more to repair than it is worth, and you may have to obtain a new vehicle.
- You may have paid too much for your car, including the sales price and financing costs, and if your car is a total loss, you may become “upside down” in the value of the vehicle versus

the loan amount due. In other words, you may end up with no car, but with an obligation to continue paying for it anyway. There is a type of insurance coverage, called Guaranteed Auto Protection (GAP) insurance for situations like this. This is good protection to get when you buy a new car.

- You may not own the car yet, and your bank or car dealer may repossess the title if the payments are not current.

Now, before I tell you the 11 Fatal Mistakes Accident Victims Make (And How To Avoid Making Them), you first need to know this:

HOW DO INSURANCE COMPANIES AND ADJUSTERS OPERATE?

After an accident, while you are still receiving treatment for your injuries, the party at fault in your accident has probably notified his or her insurance company. The insurance company's adjusters and investigators are experienced, and they recognize the importance of immediately investigating and "processing" accident sites.

The other driver's insurance company is under no legal obligation to inform you of your legal rights. Every insurance company employs

experienced defense attorneys, who operate behind the scenes, and whose sole responsibility is to protect the financial interests of the big insurance company. Insurance companies are in business to make money, and the less they pay out on claims, the greater their profit margins are.

Insurance company adjusters are trained to take advantage of the fact that claimants have little knowledge or experience in determining the fair value of their claim. The adjuster from the other side's insurance company may be very pleasant, appear to be concerned, and even try to be your friend. He or she may be a wonderful person, coach the local soccer team, and belong to your own church or civic group.

But always remember that his or her job is to protect the insurance company – to find a reason NOT to pay you. Or if they must pay, to make sure you receive as little money as the insurance company can possibly get away with in order to “make the matter go away.”

The adjuster will often try to get you to minimize the nature and extent of the pain or impact of any injury, get you to accept full or partial responsibility for the accident when it was really not your fault, or tell you how difficult it would be for you to win your case in court. These are insurance adjuster tricks that an attorney can help you avoid!

So if you have been injured in an accident what should you do next?

Before I answer that question, let me suggest what you should NOT do. Don't let anyone push you, force you, or threaten you to sign any document, or try to intimidate you into making a hasty decision. This is very common with insurance companies and you may really regret your decision later.

Here's why:

The American Bar Association Journal published an article reporting that one big insurance company started a program for their claims adjusters. Under this program, **the insurance adjusters are encouraged to do "whatever they can" to get to the victims before they hire lawyers!** This includes monitoring police radios and visiting accident scenes!

MAKE SURE YOU READ THE FOLLOWING...

Why do you think insurance companies are doing this? I'll give you a hint – it's NOT for YOUR benefit! The answer is very simple.

A study by the Insurance Research Council found that injured people using lawyers in personal injury claims received MORE money than those without lawyers.

And this is AFTER paying the lawyer's fees!

Do you think the insurance companies want you to hire a lawyer when they know that significantly increases the chances that they will end up having to pay you more money? NO!

Please remember this – an insurance company increases profits by reducing the amount of money it pays out in claims.

Think about this: *How many insurance adjusters do you think have received promotions or raises after bragging to their supervisors about how MUCH money they paid to deserving claimants?*

Each year, tens of thousands of people never take any action to claim the compensation that they rightly deserve. This isn't because they don't want that compensation. Of course they do! It's just because they don't know what to do – and as a result, they don't do anything at all. They simply take whatever money is offered, because they think that's all they can get.

Most folks don't get proper help, either because they get bad advice from insurance companies, or because they are afraid, intimidated, or confused. Don't let that happen to you.

After suffering an accidental injury, doing nothing is one of the worst things you can do!

To help you figure out what to do and what not to do, here are eleven “Fatal Mistakes” that I have seen accident victims make time after time. I believe that being aware of these fatal mistakes will help you make a big difference in the final result of your accidental injury claim. These are valuable secrets that the big insurance companies hoped you would never get! There is quite a bit of information packed into the next few pages. You may want to read this book several times to give you as much “ammunition” as possible, in case you are ever caught in an injury “war” with a big insurance company.

FATAL MISTAKE 1

NOT TAKING IMMEDIATE ACTION AT THE ACCIDENT SCENE TO ENSURE YOUR RIGHTS ARE PRESERVED

Immediately after an accident, shock and confusion can make anyone forget to use their common sense. But there are certain steps you absolutely must take, beginning the instant after the accident. If you miss that opportunity, you will never have a chance to completely correct your mistake. Remember, even though these comments may refer to automobile collisions, many also apply to other types of accidents. For instance, substitute “store manager” for “police,” or “broken ladder” for “vehicle.”

If you have had an automobile collision, stop immediately, but do not block traffic.

Most jurisdictions have laws which require that you not leave the scene of an accident, even a minor one, without first stopping to see whether there are damages or injuries, and exchanging insurance information if there are.

If you cannot immediately move all vehicles out of traffic lanes, warn oncoming automobiles by setting out road flares, turning on hazard lights, or raising the hood or trunk of your vehicle and other vehicles.

Assist anyone who may be injured, but be

careful not to move seriously injured persons unless necessary to remove them from further danger.

Call for an ambulance if obviously necessary, or if you feel immediate symptoms of injury. Keep calm, don't argue, don't accuse anyone, and don't admit fault. Things you say immediately after the accident can be used against you later. Don't discuss the accident with the other driver, don't take the blame for it or accuse the other driver of causing the collision.

Telephone the police and cooperate fully with the investigating officers. Do not allow the other driver to talk you into not contacting the police. In many cities, police will not come to the scene of a minor collision. Let the police make this decision – you call them anyway. If a police officer does come to the scene, ask him or her to make a written accident report and give you the incident number of the report. Be sure to get the name and badge number of the investigating officer. Also, be sure you know which agency the officer is representing. He or she could be a city police officer, a county sheriff's deputy, or a state trooper. If a police report is made, it should be available for you to pick up a few days after the collision.

Ask the officer where you can get the report. If you don't have a lawyer to do this for you, get a copy of the report yourself. Check

the report very carefully to be sure all details are correct. Sometimes the investigating officer will correct an error in the report if the error is pointed out quickly. After some time passes though, the officer will not be able to remember the details, and will have to go by what is written on the report.

If your injury did not occur in an auto collision, but at a place of business, insist that the manager talk with you and make a written incident report. If there is any chance your injury may have been captured by a security camera, tell the manager to preserve that evidence. This could be absolutely essential to proving your case later.

Make written notes of the names, addresses, phone numbers, and license plate numbers of all parties involved, including any witnesses to the accident. Remember that a picture is worth a thousand words. Fortunately, many people now carry cell phones that can take photos. If you don't have one of these, keep a cheap or disposable camera in your vehicle. At the accident scene, take photos of all vehicles from various angles, if you can do so safely. Make sure the car's tag number is visible and legible to positively identify a vehicle as one that was involved in the accident.

Photograph the street scene, including traffic control devices (stop signs, yield

signs, or stop lights), skid marks, and any physical objects (such as guard rails or light poles) that were struck by a vehicle.

Even photograph the other drivers, passengers, and witnesses, if possible. If you are injured and cannot take photos, ask someone to do it for you. If your cell phone or camera has video capability, a short video of the entire scene can be extremely helpful in showing a clear depiction of the relationship of vehicles and objects.

Exchange information with the other parties. Always keep a pen and paper in your vehicle. Write down as much as possible from the other driver's insurance card and driver's license. Get all contact information from other parties and witnesses, including full names, home, work, and cell phone numbers, home and work addresses, etc. Do not make any statements regarding injuries or fault, except to the police or the paramedics.

If you feel threatened or unsafe at the accident scene, remain in your vehicle with the doors locked until the police arrive.

Write down the license plate numbers, and the color, make, and model of the other vehicles. Take photographs if possible.

FATAL MISTAKE 2

NOT DOCUMENTING EVERYTHING THAT HAPPENS AFTER THE ACCIDENT OCCURS

When your claim is presented to an insurance adjuster for settlement, or to a jury for verdict, here's a fact of life: It's not what actually happened, but only what you can prove happened, that matter. In other words, neither the insurance company nor the jury has any obligation to believe what you say. You are going to have to prove your facts and prove your damages. How? You prove your facts and damages by documenting everything you possibly can.

We've already talked about documenting everything at the scene of the collision or accident. But the need for documentation only begins at that point. It doesn't end until your case is completed.

It's amazing how quickly we forget the pain and suffering we have gone through. Written words help us remember. That's why we take a shopping list to the grocery store!

One of the first things to do after an injury is to go home and write out everything you can remember about the accident itself. You'll remember things after you get home that you

forgot to write down or didn't have a chance to write down at the scene. Then you need to keep a detailed pain diary. If you can't write because of your injuries, dictate your thoughts to a family member or friend to write down for you. This simple secret becomes a powerful tool for a fair settlement. It is important to make your diary entries as frequently as possible. A summary at the end of each month will not be nearly as accurate as daily entries.

Like it or not, dealing with insurance companies is like a giant paper shuffle. In our profession it's called "building the file." Documentation is the key to keeping an insurance company honest and on their toes. If you want to get reimbursed for an expense, you will first have to show proof of the expense. For example, if, because of your injuries, you have to hire someone to cut your grass or clean your house, you need receipts to prove you spent the money. It is amazing how many of these reimbursable expenses slip through the cracks, unless you make notes, keep receipts, and bring them to the adjuster's attention.

Keep detailed notes of all conversations with insurance company representatives, and get names, phone numbers, and job titles of everyone you talk with, and notate the date and time you do so. If you have a problem with someone from an insurance company, ask to speak with that person's supervisor.

Document your doctor visits. I promise that you will not remember every date and time you saw a doctor or therapist. Keep a calendar, and mark each medical visit or other significant event. Keep a record of when you got crutches, when you got off crutches, when you stopped wearing a neck brace, etc. Get the correct addresses and phone numbers of all doctors or clinics you visit. Pick up business cards when you are in their offices. Save all your pill bottles, casts, braces, and any other similar items you receive from your doctors.

Document your lost wages. The insurance company is not going to take your word for anything. If you want to recover any earnings you lost because of this accident, you're going to have to prove to the insurance company every penny you lost. The normal way to do this is with a statement from your employer, but the insurance company may want to also see a copy of one of your paychecks. If you are self-employed, or paid on commission, it can be a real challenge to convince the insurance company of your lost income but there are ways to accomplish this. The insurance company may want to see copies of your tax returns for the periods both before and after the injury.

I said earlier that a picture is worth a thousand words. This is true when it comes to injuries also. **Pictures can be the difference between an average settlement and a great**

settlement. The right photograph can be a very powerful tool in motivating the insurance company to make a fair settlement offer.

Videotaping is another very effective tool.

Video not only can show the complete picture of the accident scene, it can show the “loss of range of motion” caused by an injury. It can dramatically show the important aspects of your case. The point is that in an accident claim you are trying to recreate the past. The more effectively you can do that, the better you can prove your case.

The goal is to be able to “tell your story” in a fashion that effectively communicates the hardship and damages suffered as a result of the negligence of the person who caused the injury. Photographs can be extremely helpful in doing just that.

In a car accident case for example, photographs of the accident scene, the damage to the cars, and the roadways involved can be invaluable. When taking photographs or video, try to do so from a variety of angles. Include any traffic control items such as stop signs, crosswalks, traffic lights, left turn only lane signs, or anything else that can inform the viewer of the surroundings. Also photograph any skid marks, broken glass, ruptured radiators, or debris in the street that may have broken off from the cars. Include photographs

of any broken windows or air bags that may have deployed.

Take as many photos as possible. Your attorney can help identify which are the best to use for the case. Plus, the photographs that are not used may still be helpful in jogging your memory many months later.

If you are unable to take the photos at the scene, then ask a friend or loved one to help you out. If you do not own a camera, you can buy an inexpensive disposable camera at any drugstore. (It's a good idea to keep a camera in your glove box anyway if you do not own a phone with a camera).

If possible turn on the "date feature" on your camera to create a record of the date and time you took the photos. If your camera does not have that feature, then print out the photos and on the back of them, write down the date, time and your initials. Also, you can take a sheet of paper and write the date on it with a heavy black magic marker on it and include that sheet of paper somewhere in the frame of each photo you take. That way, you will always have a record of what date any photograph was taken.

If you are in the hospital, photos should be taken every day. This also applies if you are going to go into the hospital to have surgery due to an injury. The photographs should

show any stitches, bruising, intravenous tubes, casts, bandages, splints, traction units, machines you are hooked up to or anything else that documents what you are going through.

You will want to have the ability to take video. If you do not have a phone that takes video, then please borrow a video camera from a friend or relative who has one if you can.

If you have a video camera that has the ability to set the date so that it appears on the footage being filmed, please set it so that it does show the date and time in one of the corners.

If you are going into the hospital for surgery, have a friend or relative record one or two minutes as you are in the hospital gown, going down the corridor to the surgery room. They may have you fill out hospital forms right before your surgery. Get a few seconds of that too if you can.

I have had doctors allow us to take videotape of the actual surgery. You only need a couple of minutes of it. And if the doctor will not allow videotape of the actual surgery, he or she may allow videotape of all the prepping and scrubbing that the doctors do before they actually begin the operation.

Some footage in the recovery room is also helpful so if a friend or relative who is waiting

for you to wake up can take some video or photos of you being monitored, they should do so. In other words, take as much footage as you can immediately prior and during the surgery.

If you bring an attorney into the process in the beginning, the law firm should be able to help with the necessary photographs. For instance, one of our investigators can take photographs of your vehicle and of any cuts, bruises, or scars you have suffered. Digital photos are fine, and are actually easier to work with and to store than regular print photos.

FATAL MISTAKE 3

NOT SEEING YOUR DOCTOR OR NOT COOPERATING COMPLETELY WITH YOUR DOCTORS

Go to the doctor at the first sign of injury, or even before the first sign of injury. Now what do I mean by that?

I first want to be clear that nothing I write here should be interpreted to say that you should go to the doctor and say you were hurt if you were not. That is obviously not something you should ever do.

What I am saying is that you should see your doctor immediately after the accident – even if you don't feel pain. If, in fact, you do not feel pain, be honest and tell the doctor that. But you should get in to see him or her. Why? There are several reasons.

First, after handling the thousands of injured clients that my team and I have represented, it seems that in the vast majority of cases, accident victims feel worse the day after the injury than they do immediately afterwards, and they may feel even worse the second and third days as well. So do not assume that just because you don't feel pain immediately, you have not been injured.

I am not a doctor, and I can't explain this in medical terms, but our bodies just do not seem to exhibit the symptoms of soft tissue injuries at the time the injury happens the same way our bodies exhibit the symptoms of other types of injuries as soon as they happen. For example, if you break your arm, you'll know it right away! But if you sprain your neck or back, you may not really feel it for a couple of days. Then, by the time you can get in to see your doctor, you may be in excruciating pain. It is much better to go ahead and see the doctor right after your accident, and let your doctor start some preventive care if he or she determines it appropriate to. That way, if and when your symptoms do appear, they may not be as severe as if you had waited.

Second, some people who get hurt do not go to see a doctor because they assume that their body will heal all on its own. Then two or three weeks go by and they realize this injury is not going away and in fact, it is getting worse, and they need to see a doctor about it fast.

The problem they now face is that two or three weeks have gone by during which they received no medical care. The insurance company will use that to argue that the person could NOT have been hurt in the accident since the person did NOT go to the hospital or go see a doctor for several weeks.

I despise this strategy by the insurance company. The injured person was acting in good faith by hoping their body would heal on its own. But the insurance company is now painting the person's need for medical care as fake and fraudulent! If the insurance company is successful, the injured person won't get any help paying for the medical care that they need as a result of the accident.

If, on the other hand, the injured person had gone and seen a doctor after the accident so that the doctor could document, diagnose and treat the injury, then this particular insurance company strategy would have been effectively neutralized.

Along those same lines, we hear insurance adjusters all the time say that our client didn't complain about some specific injury the first time he or she saw the doctor, so therefore, that injury does not have anything to do with the accident. It is human nature to tell the doctor about what hurts the most instead of mentioning all the little aches and pains. But six months later, what used to hurt the most might be healed, and that little ache or pain might have developed into a serious problem. So at every doctor visit, from the first to the last, tell the doctor every single problem you have, no matter how insignificant it may seem to you. I always tell my clients to let the doctor or therapist know about EVERY pain or problem they have, and let the DOCTOR

decide what's important and what's not. Don't try to diagnose yourself – you may make your situation worse.

You need to make a commitment to your health and to your recovery by keeping your doctor and therapy appointments, even if it is time consuming and inconvenient to do so. While you may have a compelling reason for not having been able to keep one or two of your appointments, it is not unusual for judges and juries to believe that if you were truly hurt and in pain, you would have gotten to your appointment no matter what.

By missing a doctor or therapy appointment, you are giving the insurance company free ammunition to use against you in your case and they will do everything they can to take advantage of it. Insurance companies have been known to take the medical records of someone who missed some appointments and enlarge the portion that says "Patient missed appointment today" into a huge poster that it then puts in front of the jury. This can hurt your case.

Each time you go to the doctor and report that you are still having pain your doctor makes an entry in the records. Remember, you are going to make a recovery for the pain and suffering that you can PROVE, and accurate medical records can help prove your injuries.

Not going to the doctor is a good way to “prove” that you are NOT hurting, and that you don’t care. If you don’t care, the doctor may not care and the jury may not care. It is very important for you to work hard to get well and for you to follow all of your doctor’s and therapist’s instructions which includes going to every one of your medical appointments.

Be sure to give each of your doctors a detailed explanation of exactly how your accident and injury occurred. You need to tell the doctors if you lost consciousness, or if your car’s air bags deployed, or if your head hit the steering wheel. The more information you can give each health care provider concerning exactly what happened to your body at the moment it was injured, the more they will be able to understand exactly how you were hurt. That can help them properly diagnose your problems. Furthermore, this creates a solid record of information of exactly what you went through, which is exactly the kind of thing that is useful in your case months later when you and your attorney need to prove what happened and why you were hurt.

Be honest with the doctors (and your attorney) about any previous injuries you have had. The doctor needs this information in order to better treat you for your current injuries. Always be honest with your doctors.

Follow your doctor's instructions to the best of your ability. And be sure the doctors know what you are doing outside the doctor's office. In other words, don't let the doctor think you're staying home and resting in bed if you're actually working. This could make a big difference in both the treatment and the medication that your doctor recommends for you.

FATAL MISTAKE 4

GIVING STATEMENTS, SIGNING PAPERS, OR MISSING CRITICAL DEADLINES

Do not give any statements, written or oral, to anyone concerning your accident or injuries without first getting your lawyer's approval (other than talking to the police officer at the scene).

It is common practice for insurance adjusters to call injury claimants and attempt to record a statement before the victim has an opportunity to talk to an attorney. The insurance adjuster will be very friendly and may state that they need to take a recorded statement so that they can open the claim. That is not true!

They do NOT need a recorded statement in order to open a claim. They can simply take notes as they talk to get the information they need. But most accident victims don't know that and think that as long as they are open and truthful, there is no problem with giving a recorded statement. They do not realize the adjuster is trying to lay a trap for them.

The real reason the adjuster wants to take a recorded statement is to try and gather

information that they can later use against the injured person. They know that the accident victim may unintentionally say something that will hurt their case. In giving the recorded statement, the accident victim:

- May forget something
- May say something incorrectly
- May tense up
- May answer the question incompletely
- May misunderstand the question asked

There is also the risk that a comment made can be distorted or manipulated. For example, if an accident victim tells an adjuster that “I never saw the other car before it hit me”, the insurance company may later try to twist that around, and use it to argue that the accident victim failed to keep a proper lookout!

Insurance adjusters are specifically trained on how to elicit statements from injury victims that can help the insurance company pay you less money. Often, the injury victim is still in shock, or even under the influence of medication, and may not be thinking clearly at that time. **THAT’S EXACTLY WHAT THE INSURANCE COMPANY WANTS!** Furthermore, the adjuster knows that once an accident victim gives a

statement, there is no way he or she can go back and fix it.

You have no legal obligation to give a recorded statement to an insurance adjuster. You should always tell the insurance company that they do NOT have permission to record the conversation.

If you have been in an accident and have in fact already given a recorded statement to the insurance company, be sure to tell your attorney about it. There are often steps that your lawyer can take to minimize any damage that has been done.

If you want to fully protect all of your legal rights, under NO circumstances should you talk to an insurance company without first speaking with an attorney.

Never sign a Medical Authorization form for the other side's insurance company! This is the ONE PAPER that could hurt you the most. Why? Signing this authorization opens the door for the insurance company to snoop through your entire medical history looking for information to use against you. All your records, including matters completely unrelated to the injury you suffered, are now subject to their review and perusal.

For example, anything you have ever seen a doctor for (including psychological therapy,

OB-GYN matters, counseling, treatment, sexual health issues, or anything else) becomes fully accessible by the insurance company. In fact, they often intentionally word the authorization to give them the ability to obtain “any and all” of your medical records.

The response of many people when they hear this is “I have nothing to hide”. What they do not understand is that there are many things the insurance company can then do with these records to gain an advantage, and thus, reduce the value of the claim.

For example, if the person has a history of health issues, the insurance company can use the unrelated records to portray the injured person as “damaged goods”, arguing that the new injury is not that big a deal in light of what they were already dealing with and that therefore the insurance company should not have to pay much compensation.

The insurance company may try to use the records to portray the person as having an alternative life style not worthy of compensation. They know that if even one person on the jury is “turned off” by what they hear about a person’s past, the whole case can be lost.

The insurance company can also use the records to “ambush” the victim in court by confronting him with documents from a doctor

visit 20 years earlier that he completely forgot about. At trial, they might say:

“Mr. Smith, you never mentioned that you had seen a doctor while you were away at camp when you were 15 years old. Are you trying to hide something from the jury? If you are not telling us about that, what else are you not telling us about?”

If you have already signed a medical authorization, be sure to tell your lawyer about it. If appropriate, your lawyer may be able to revoke any authorizations previously given the insurance carrier. This can put a stop to the fishing around in your past history.

There is *no legal obligation to sign a medical authorization*, and an accident victim should refuse to do so.

Do not give any information over to your own insurance company (other than a brief summary of the facts - which you do NOT allow them to record - and information about the property damage) until you completely understand your coverage. For example, if you are making an Uninsured or Underinsured Motorist Claim, your own insurance company may be laying the groundwork to block you from being able to recover, without you realizing it.

They may be hard at work with preparations to deny you coverage or limit the amount of your recovery, and doing so with a smile on their face saying they are collecting the information from you just so that they can “process the claim”.

Saying they are “processing a claim” is not the same thing as saying they are going to “pay the claim”. Those are 2 completely different things, although the good-natured way in which it is said could lead one to believe they intend to “pay the claim”. That is one of the ways they get you to keep turning over more and more information that is helpful to them. They make you think by the tone they use that everything is going to be okay, and that they are just trying to help. Meanwhile, they are not putting anything in writing that commits them to paying you even one penny! They can then turn around and use as much of that information against you as is possible. Yes, this is shocking and unfair, but it happens every day!

DO NOT sign any releases or waivers of any kind until you obtain legal advice. A bad financial situation after a major loss may make it seem necessary for you to accept a premature and inadequate settlement from your insurer. But you may remember destroyed items after you have signed a release for payment for your personal property inventory or other claims. For these reasons, it is advisable to consult an attorney before signing

a release or waiver. Be sure to read the fine print on any payment or release from the insurance company.

Do not accept any check from any insurance company that says “final payment” unless you are ready to settle your entire claim. Be careful not to accept an insurance check for property damage if there is anything on the front or back of the check that indicates it is a final payment or a release of all claims. I have seen this many times. Sometimes it may be a deliberate attempt by the insurance company to trick you into releasing all your rights. Sometimes it is just a clerical error, but even that can complicate your claim for injuries later in the legal process.

Do not ignore time limits set by your own insurance policy. Most policies require a signed proof of loss or the filing of a lawsuit within a certain time limit. Be sure you comply with this requirement unless you obtain a written waiver from your insurance company. All policies allow you only a certain amount of time from the date of loss in which to bring a legal action. A failure to bring a claim within that allotted time period could result in the complete loss of your right to sue.

Do not be casual about the Statute of Limitations. Each state has a deadline for filing a lawsuit that is called the “Statute of Limitations”. The clock on this time period

typically starts running on the day of the accident or injury that triggered the lawsuit, although there are exceptions to this. If you do not settle your case or get your lawsuit filed in the courthouse before the Statute of Limitations expires, you will likely lose all of your rights to bring a lawsuit regarding your case.

Special deadlines apply when making a claim against any governmental entity, such as a city, county, or even the federal government. These deadlines can be shockingly short - as short as thirty days from the date of the injury. If you have any reason to believe your claim may involve a government, a government agency, or a government employee, you need to contact a lawyer as soon as possible after your accident or you may lose all your rights to make a recovery for your damages.

In many states, there is NO specific requirement that the other driver's insurance company treat you fairly. You must therefore be extremely cautious in accepting as truth any statements made by them. The adjuster may or may not be telling you the truth. Understand that the insurance adjuster's job is to protect the insurance company and its own insured driver or property owner. The adjuster has NO duty to protect you. The adjuster's job is quite simple; it is to pay as little as possible in order to get your signature on a release that forever

prohibits you from bringing any further claim(s) in the matter.

You should therefore not accept a check or sign a release from the at-fault driver or his or her insurance company until after you have conferred with an attorney. Typically, an attorney will encourage you to wait to accept a check until you have completed your medical treatment and have been released by your doctor, so you will know that you have received an amount that adequately covers your past and future medical bills and other damages. An insurance adjuster may push you to settle the claim for the lowest possible amount and aggressively discourage you from contacting an attorney. If so, you should ignore the adjuster's advice, and consult an attorney immediately before accepting any payment, signing any release, or otherwise settling your claim. You have to make sure you are receiving fair compensation, and not jeopardizing your right to a full and fair recovery.

Some injuries take time to develop. Many accident victims accept a fast settlement, only to find out later their injuries are worse than they thought. Then later, when they try to get more money, they can't, because they already agreed to a settlement. DO NOT make the mistake of settling your claim before knowing the full extent of your injuries.

Do not take advice from anyone other than an experienced lawyer. Don't listen to your friend or neighbor about what you should or shouldn't do. No one has had a case exactly like yours, so don't try to compare your case with someone else's. What your neighbor did right in his case, may be the completely wrong thing for you to do in your own case.

Furthermore, this case is your private business. Do not discuss it with others. There is no reason for other people to know that you may be receiving money from a settlement or judgment. You may then start getting pressure from them to provide a loan or financial assistance to them. Do not put yourself in that position. Keep your private matters private.

FATAL MISTAKE 5

NOT HIRING A LAWYER, OR HIRING THE WRONG LAWYER

I mentioned this in passing several times in the previous section. While it seems that most people should know it is important to seek advice when they are injured, statistics show that many people don't do so.

Here are four main reasons why people don't hire a lawyer immediately after an injury:

1. They don't know if they really need a lawyer, so they are hesitant to talk to one.
2. They don't know a lawyer personally, so they don't bother to look for one.
3. They aren't sure if they can trust a lawyer, so they don't want to use one.
4. They believe insurance company statements that there will be a bigger settlement on the case if they do NOT hire an attorney. (This is a transparent attempt by the insurance company to scare a person into not hiring a lawyer, and studies have shown the opposite is true).

These reasons are not good ones.

In spite of all the lawyer jokes you may have heard, there are many honest, hard-working, and ethical lawyers who can help you deal with

an insurance company claim. While it is true that a lawyer will usually get a portion of the money you collect from the insurance company, it is also true that a good lawyer can dramatically increase your chances of getting a larger settlement. Remember the study that showed a lawyer will usually INCREASE the amount of money that goes into your pocket!

Why do you need an attorney? Immediately after being injured in an accident, you are thrown into an adversarial legal system. In other words, the insurance company representing the party at fault for the accident has in place a team of experienced adjusters, investigators, and attorneys working together against you with one common goal – to pay you as little as possible.

Many accident victims, already in distressed physical, mental, and financial circumstances, understandably choose to delay what they consider to be the hassles involved in retaining a personal injury attorney. Some may have had a bad experience with an attorney (in a divorce, for example), making them reluctant to hire an attorney again. Some people simply do not like or trust attorneys. And other people do not like the feeling that they might be giving up control of their case if they hire another person to handle it, even though they need help. Any one of these issues can cause a person to feel conflicted.

Unfortunately that conflict often results in an accident victim then doing nothing at all. That plays directly into the insurance company's hands since delay almost always benefits the insurance company. (Important - See the chapter in this book titled "Fatal Mistake Number 6" which explains why delay benefits the insurance company).

Other people respond to this conflict by deciding that they can simply represent themselves and thus avoid paying any legal fees. But this often ends poorly. I get calls every month from bright, well-educated people who have tried to represent themselves and have come to realize that they've gotten "in over their heads." Unfortunately, there are many mistakes a person can make in a case that simply cannot be "undone" by even the most experienced personal injury attorney.

The bottom line is that considering the legalities and complexities of the established system for compensating accident victims, hiring an attorney is usually necessary just to "level the playing field," and to ensure that you receive maximum compensation for your injuries.

This general rule almost always applies in any accident that involves serious injuries. BUT, if you have been involved in an automobile collision involving property damage only, with NO INJURIES, you may not need a lawyer.

To summarize – if you’ve been seriously injured, you definitely need a lawyer. If you haven’t been injured at all, you may not need a lawyer. Now, what if you suffered a minor injury? That’s a gray area.

If you didn’t contact a lawyer immediately (as we have recommended), time has passed, and you only had a couple of doctor visits, you may not need to hire a lawyer. But you certainly should at least contact a lawyer and get some free advice. Many law firms won’t even talk to people in this situation – as soon as they determine there’s no “good case” for them, they just want to get you off the phone and move on.

Our law firm isn’t like that. If you call us with a problem or a question, even if it is not a case we think you need us to be involved in, we will still try to answer your questions or we’ll refer you to another lawyer or to a government agency that may be able to help you. We enjoy helping people who call us with questions.

OK, now you’ve decided either to hire a lawyer or not. If you do want to hire a lawyer, how do you choose the best one for you?

Hiring a lawyer is easy. Hiring the RIGHT lawyer takes a little extra work.

You see, there is as much difference between individual lawyers as there is between doctors,

accountants, or other professionals. Choose carefully! Some law firms are personal injury “factories.” They simply settle all their cases for much less than they might have, in order to clear the case as quickly as possible to make room for the next one. These are often the very same law firms that do not communicate well with their clients, including not returning client telephone calls (which we consider inexcusable!). These are the firms that can give lawyers a bad reputation.

You need a law firm that will pay personal attention to you, will be available when you need them, and will return your phone calls promptly. There is a difference!

We think a lawyer should start each case by giving a personal commitment to the client as to how that client will be treated. Take a moment to look at our “**Client Bill Of Rights**” near the end of this book.

We give our written promise to treat every single client with the respect, attention and dignity that person deserves. You deserve peace of mind knowing that you both like and trust your lawyer. I cannot stress enough to you how important this is!

The best way to learn about a specific law firm is to ask your friends and neighbors about them. If someone you know has used that firm in the past and has been satisfied with them,

that is a good recommendation. Another way to learn is to ask the lawyer to send you some free information about themselves and the law, and then to meet with them and ask any questions you may have. I want clients to ask questions of me because I want the clients to be confident that they have chosen the best firm for them. Here are some specific questions to ask a lawyer before you hire him or her.

ELEVEN QUESTIONS TO ASK A LAWYER BEFORE HIRING HIM OR HER

- 1. How much experience does the lawyer have in representing injured people?**
 - Has the lawyer dedicated his or her career to representing injury victims?
 - (I have been representing injury victims and their families for over 32 years)
- 2. Is the lawyer's home phone number on his or her business card?**
 - The primary complaint that people have about lawyers involves a failure to return phone calls. How can you know for sure that the lawyer is going to return your phone calls throughout your case?
 - One helpful thing to look for is whether the lawyer volunteers to give you his or her home phone number by including it on his or her business card. (Here is the secret: Lawyers who return their client's phone calls can be comfortable

putting their home phone number on their business card. Why? Since they return phone calls placed to their office, it is unlikely you will need to call them at home.)

- Therefore, look for a lawyer who puts his home phone number on his business card. It is a terrific indicator of how you can expect to be treated.
- (My home phone number is 301-325-7800.)

3. Has the lawyer been selected for inclusion in “The National Trial Lawyers Top 100 Trial Lawyers”?

- This is an invitation-only organization composed of the premier trial lawyers in each state who meet stringent objective qualifications.
- Membership is extended solely to the select few of the most qualified attorneys from each state or region who demonstrate superior qualifications of leadership, reputation, influence, stature and public profile measured by objective and uniformly applied standards.

- (I am a member of “The National Trial Lawyers Top 100 Trial Lawyers”.)

4. Is the lawyer a member of “The Million Dollar Advocates Forum, The Top Trial Lawyers in America”?

- “The Million Dollar Advocates Forum, The Top Trial Lawyers in America” is one of the most prestigious groups of trial lawyers in the United States with membership limited to attorneys who have won million dollar and multi-million dollar verdicts and settlements. Fewer than 1% of all lawyers in the United States are members. Membership includes many of the top trial lawyers in the country.
- Certification by “The Million Dollar Advocates Forum, The Top Trial Lawyers in America” provides recognition of such an accomplishment and is a helpful indicator of a lawyer’s past successes. And while each case is different and past success create no assurance of what future results will be, the Million Dollar Advocates Forum articulates that its members have each demonstrated, in an

objective and tangible way, their ability to accomplish superior results in complex cases.

- (I am a life member of “The Million Dollar Advocates Forum, The Top Trial Lawyers in America”.)

5. Has the lawyer been selected as a lifetime member to “Rue Rating’s Best Attorneys of America”?

- Rue Ratings’ Best Attorneys of America is a membership-only group of the country’s top attorneys.
- To be selected for membership, the lawyer must be endorsed by an existing Lifetime Charter member, nominated by a member of the Bar or the public, or chosen through independent evaluation. After nomination, a peer review panel evaluates the lawyer’s accomplishments and qualifications for membership, and the committee’s requirements state that only those attorneys with the highest legal expertise, professionalism and ethical standards are invited to join, with membership capped at no more than 100 attorneys in the state.

- Less than 1% of the attorneys in the United States have been invited to join “Best Attorneys of America”. So even though past successes create no assurance of what future results will be, membership in this group is another helpful indicator of a lawyer’s past accomplishments. (There are other rating services that may also be helpful to you).
- (I have been selected as a lifetime member of “Rue Rating’s Best Attorneys of America”.)

6. Has the lawyer been given any awards by a Bar Association for service to the community?

- Bar Association activities and participation can be a good indicator of a lawyer’s commitment and willingness to give of his or her time to help others.
- You want a lawyer who shares your values. A lawyer who participates in, contributes to, and gives back to the community is often the same lawyer who takes pride in making sure each case is handled professionally, respectfully and with great care.

- Go onto the lawyer’s website. If the lawyer has been an active participant in bar association and community outreach programs, you will see it there.
- (For example, I have been award “The President’s Citation for Community Service”. That is an example of the type of award to look for.)

7. Has the lawyer ever written a book that informs injury victims about the things they should and should not do to protect their rights?

- Publishing a book on a specific area of law requires organization, proficiency and knowledge. These are all skills you want in a lawyer. Plus, the book will provide insight into the lawyer’s philosophies on how you should be treated and how your case should proceed. This can help you determine if this lawyer would be a good fit for you.

8. Ask the lawyer “What are the ways a serious injury can affect a person’s life?”

- An experienced injury attorney will respond to this question with an

articulate discussion of how an injury can cause pain, inconvenience, suffering and financial hardship.

But listen for more than that!

- You want to know whether the lawyer really understands the additional layers of havoc which pain brings into your life.
- Does the attorney understand that medications can dull your senses, make you drowsy and take the fun out of things, plus lose their effectiveness over time?
- Does the attorney understand that pain can affect your sleep which creates its own set of problems?
- Does the attorney understand people in pain start seeing their friends less and less? Does the attorney understand that this can lead to a sense of loneliness and isolation? Does the attorney know that loneliness and depression have actually been shown to make pain worse and that this can create a vicious cycle?
- Does the attorney understand that an injury can rob you of your control

over how you spend your time

(because now you have to go to all these doctor and therapy visits, and spend time doing exercises and resting)

- Does the attorney understand that an injury can rob you of your control over how you spend your money (because now you have to pay for doctor visits, prescriptions and other expenses which you had not budgeted for)
- Does the attorney understand that an injury can rob you of your participation in hobbies, your ability to have fun, your participation in family life, and, most importantly, your peace of mind?
- Does the attorney understand that an injury can strain your relationships with the people you love **and** can he or she explain why?
- You value your independence, and you do not like having to ask for help from a family member or loved one. Yet you may be forced to repeatedly ask for help. Likewise, your loved one does not mind helping you with things, but their life was already busy before you got hurt. So the 12th time

you ask them to do something for you during an already busy day can start wearing them down.

Resentments can build. Strain can arise. This is hard and difficult for both of you.

- If a lawyer possesses this depth of knowledge and can communicate these things in an understandable way to you, then the lawyer can also communicate these things to a judge, jury or an insurance company. Those are the types of skills that can help maximize the value of your case.

9. Does the lawyer have videos of past clients talking about their experiences as clients of the firm?

- Look on the lawyer's website for videos from past clients.
- Videos from past clients can be helpful to you because when watching them, you will be able to immediately tell whether they are sincere and genuine. These should not look like commercials. They should look like normal people talking about what they went through and specifically how the lawyer

helped them out and made a difference.

10. Has the lawyer set forth in writing the specific rights that clients of the firm have, without you having to ask?

- I recommend taking a look at our **Client Bill of Rights** which is located near the end of this book. It clearly sets forth what your rights and expectations should be during a healthy and constructive attorney - client relationship.
- We think any lawyer you retain should have documented on their website what your rights would be as a client of the firm so that you know **BEFORE** hiring them that you will be treated with respect, courtesy and consideration.

11. If you are not happy with the lawyer in the first 30 days after you hire him or her, can you simply take your case and owe the lawyer no fee?

- You want a lawyer who offers a “30-day Client Assurance Satisfaction Guarantee”. Go to the lawyer’s website and look to see if this is offered.

- It should state that if you are not 100%, completely satisfied with the way you are treated or how your case is handled during the first 30 days, you can take your file away from the firm, with no fees, no costs, and with no questions asked.
- Having such a policy in place protects you and gives you an “out” in case the firm does not do what it said it would do. (My firm offers this protection).

FATAL MISTAKE 6

ASSUMING THE INSURANCE COMPANY WILL WANT TO TREAT YOU FAIRLY

Insurance companies profit by paying out the lowest amount possible, regardless of what is fair. Their goal is to benefit their shareholders, not the accident victims. There are specific strategies the insurance companies can use to help pay out the least possible amount to you.

For example, a classic insurance company strategy is to use delay as a weapon against you. Examples of methods of delay include:

- Assigning a new adjuster who needs time to review the file (thus creating delay)
- Transferring the file to another office (thus creating delay)
- Non-responsiveness to phone calls or letters (thus creating delay)
- Saying that they never received paperwork and documentation which you sent in (thus creating delay because you now have to pull the documentation together and send it in to the insurance company again)
- Saying they are “still investigating the claim” weeks or months after the accident occurred even though the facts of what

happened are extremely clear (thus creating delay)

- Ignoring information from your physician indicating that you have a valid and legitimate medical condition requiring treatment which was caused by the accident (thus causing delay when the insurance company argues that your treatment was unnecessary, unreasonable or for a condition unrelated to the accident)
- Attempting to use an accident victim's previous claims as grounds to deny a new claim

How does delay help the insurance company?

- Unexpected injury often creates a financial hardship on a family that is magnified when there is a delay in resolving the case
- Delay creates a “dilemma of uncertainty” for those unfamiliar with the claims process
- Witnesses can move away and memories can fade with time, both of which can help the insurance company
- Delay can put you in a position of having to cover all the medical costs on your own. This can cause you to have to choose between not getting vital medical care that you need but cannot afford (and thus putting your health at

risk), or having to carry the financial burden of paying for the treatment out of your pocket and incurring debt (which might put your credit rating at risk and affect your ability to pay other bills like your rent or mortgage)

- Other things can happen. For example, an accident victim or a witness or a treating doctor might be transferred to another state as part of his or her job, thus making it much harder to be available for trial
- All of these things create the type of stress which can cause an injured person to accept an unfairly low settlement offer or to simply give up and go away

Another technique used by the insurance company is to tell an accident victim that since they had not heard from him or her in a while, the insurance company has “closed their file on the case”. This statement is intentionally misleading because it can cause an accident victim who is unfamiliar with the claims process to think that it is now too late for them to be able to get any recovery, since the file is now “closed”. That is not the case.

Just because an insurance company “closes” a file does not mean the accident victim is no longer entitled to be compensated. As long as the statute of limitations has not expired, or some other legislative or statutory deadline has not been missed, then the fact that the

insurance company has “closed” the file is completely irrelevant. They can “re-open” it as easily as they “closed” it. In that situation, the insurance company should be instructed to immediately “re-open” it, because there is a lawful claim that exists and if they do not re-open it, a lawsuit will be filed.

FATAL MISTAKE 7

NOT UNDERSTANDING HOW THE PROPERTY DAMAGE SHOULD BE HANDLED

The first thing to know is that the property and injury claims are separate. The damage to your property (such as the damage to your car or the damage to a pair of eye glasses that got broken) is a different claim than the claim arising from your injuries.

This means that there are usually two separate claims that arise from a collision:

- The property damage claim; and
- The personal injury claim.

This means that even if you were injured as a result of the accident, it is generally safe to settle your car's property damage claim, as long as it is the fair amount.

However, you should read the front and back of any check and release to make sure you are only settling the property damage claim. (If you have an attorney, you should ask your attorney to review any document that the insurance company asks you to sign before you sign it.)

Note that the other driver's insurance company is prohibited from forcing you to settle your personal

injury claim at the same time you settle the property damage claim.

There are some specific rules in order to make sure you are treated fairly.

You should contact the other driver's car insurance company immediately and follow up with a written notice of your claim. In your communications, you should include the time and place of the collision along with a description of your vehicle, but nothing more.

- Do not talk to them about your injuries
- Do not talk to them about how the accident happened
- Do not give them a recorded statement

This is not the time to get into those issues.

If you send a written notice to the other driver's insurance company, then you can expect one of two initial responses from them:

- DENIAL: If the insurance company denies your claim, saying that their driver was not at fault, ask for the denial in writing. The insurance company is required to state the specific reason for the denial;
- ACCEPTANCE: If your property claim is accepted, meaning that the insurance company is willing to pay for the damage, the question

then becomes “how much are they willing to pay?”

- **Alternative Approach:** If you have trouble getting the other insurance company to settle, contact your own insurance company. If you have collision insurance, simply make a claim under that policy. Your insurance company may then seek reimbursement (from the other insurance company) for what it pays you to repair or replace your vehicle and get your deductible back. In fact, your own insurance adjuster will sometimes work harder to treat you fairly than will the other driver's insurance company.

If the other insurance company accepts liability, then your car will be classified as either a “Total Loss” or “Repairable”.

If Your Vehicle is considered a “Total Loss”

If the cost to repair the vehicle exceeds its "fair market value", the insurance company can "total" it. This means that instead of repairing it, the insurance company can pay you its "fair market value".

But HOW do they determine what the "fair market value" is? In simple terms, the “fair market value” is the value a seller, who was not being forced to sell, and a buyer, who was

not being forced to buy, would agree upon for the vehicle immediately before the collision.

But the insurance company may calculate the "fair market value" in a way that is more favorable to them than to you.

See The Article On My Website On Handling Property Damage Claims.

I have written an article that addresses many of the details of how to successfully navigate a property damage claim, called "**Property Damage: How To Handle It**" and have posted it on my website at **BlaylockLaw.com**.

I encourage you to read it so that you can be treated fairly regarding the property damage. This article explains what the guiding authority is on "Fair Market Value" and what to do if you disagree with the insurance company's valuation; how rental cars are handled and when they are available; how to go about getting your car repaired if it is not a "total loss", as well as other issues such as your duty to "mitigate" damages, including the importance of getting your car out of storage as soon as possible.

Making sure you understand how the property damage component of your case is handled is an important part of getting treated fairly.

FATAL MISTAKE 8

NOT BEING HONEST WITH YOUR LAWYER, OR FAILING TO COOPERATE WITH YOUR LAWYER

Don't try to hide past accidents from your lawyer. Once you begin a case, the other side will be interested in knowing how many past accidents you have had. The reality is that they probably already know the answer. All insurance companies subscribe to insurance databases that contain records of millions of accident claims, and often the only reason they ask you this question is to test your credibility.

If you have been in other accidents, your lawyer can review this and make a determination as to whether this is a valid problem in your case. But if you do not tell your lawyer, and you try to misrepresent your accident history to the insurance company and your lawyer, then it is almost guaranteed that you'll lose your case.

Don't try to hide past injuries from your lawyer. It should go without saying that you need to be up front and honest with your attorney about any injuries that occurred before or after this particular accident. Again, if you saw a doctor or other healthcare provider for some other injury or medical condition before or after the accident, then there is a record in existence

that the insurance company will probably find. Your lawyer can deal with this if he or she knows about it. If you lie about it, and the insurance company finds out, then your case is probably going to be lost.

Don't misrepresent your income. In many cases, an injury victim will lose wages because of the accident. However, you should only include a claim for the wages that you can actually prove that you lost. There are several ways to go about proving lost wages and your attorney can help identify the most appropriate way for your particular situation. These techniques can include the use of pay stubs, tax returns, 1099s and appropriate documentation from people who would have given you work had you not been injured. But do not claim wages that you cannot backup with solid documentation because the insurance company will use that to attack your credibility on your entire case!

Don't misrepresent your activity level. Insurance companies routinely hire private investigators to conduct videotape surveillance. If you claim that you cannot run, climb, or lift, and you get caught doing so on videotape, you are going to have problems with your claim. There is no good explanation that can overcome the eye of the camera.

Don't change your address, telephone, or employment without notifying your attorney.

Your lawyer must be able to locate you immediately if something important arises.

Don't try to hide the truth from your lawyer about a past criminal history, or about drug or alcohol abuse. Once again, your lawyer can handle almost any problem if you tell your lawyer about the problem. If your lawyer is "ambushed" by the insurance company with such damaging information, your lawyer has no time to prepare a defense.

Don't forget to tell your lawyer about *every* health care provider of *any* kind that you see. This is important information, and if you fail to do this, you may miss out on recovering for those specific bills, as well as possibly diluting the value of your claim.

Don't miss any meeting scheduled with your lawyer. There is a purpose for every meeting that is scheduled. Sometimes a meeting can be rescheduled but other times a meeting is "now or never."

Don't skip over any letter from your lawyer, and do call if there is something in it you don't understand. Sometimes a letter is just to tell you that your case is progressing normally. But other times, a letter will be sent to give you essential information or to tell you about an important deadline in your case.

FATAL MISTAKE 9

ALLOWING THE INSURANCE COMPANY TO DRIVE A WEDGE BETWEEN YOU AND YOUR LAWYER

Insurance companies have learned over the years that when they undertake strategies to delay, defend and deny a claim, some accident victims will blame their lawyer for these things. The accident victim does not realize that this may be part of an intentional strategy by the insurance company to get the accident victim frustrated (and even angry) with his or her lawyer.

For example, one of the favorite techniques an insurance company uses is to frustrate a claimant with a low offer of settlement. Any time an offer of settlement is made by an insurance company to an accident victim's lawyer, it is appropriate for the lawyer to relay that information to the client, even if the offer is ridiculously low. But when the accident victim receives notification from his or her lawyer that the insurance company offered to settle the case for a ridiculously low amount, the client may get angry with the lawyer!

The client may wrongly interpret the fact that such a low offer was made as an indication that the lawyer is not very good or that the

lawyer is not working very hard on the case. The exact opposite may be the case. The client does not realize that the insurance company may have made an offensively low settlement offer with the specific intention of trying to drive a wedge between the client and the lawyer. If the client reacts to a low settlement offer by getting angry at the attorney, it could be exactly what the insurance company wanted to happen.

The lawyer has no control over whether the insurance company makes an offensively low offer to settle the case. But the lawyer DOES have control over how the offer is responded to. For example, the lawyer can respond to a ridiculously low offer by immediately filing a lawsuit. However, this is not always the best strategy. It is often better to give the process time, be patient and see if the insurance company eventually increases the offer of settlement to an amount that is reasonable. Doing so can enable the attorney to successfully resolve the case without the client having to go through litigation.

Sometimes the insurance company will put ceilings on the amount the adjuster is allowed to increase the settlement offer by within a certain period of time. For example, once an offer is made, the adjuster may be required to wait 2 weeks before being able to increase the amount of the offer. Then once the offer is

increased, the adjuster may need to wait another 2 weeks after that to increase it again.

Sometimes an accident victim gets so angry with the pace of negotiations that the accident victim does something inappropriate, such as contacting the insurance company directly, even though he or she has an attorney.

This type of behavior can be very damaging to one's case, because it sends the wrong message to the insurance company. It signals to the insurance company that this particular accident victim may be impetuous and impulsive and will ignore the advice of his or her lawyer. This is the very type of person the insurance company is often glad to put in front of a jury because this client is so full of emotion that he or she may make a misstep at trial and alienate and anger the judge and jury.

Once an insurance company has reason to believe that their efforts to drive a wedge between a client and his or her attorney are having the desired effect, the insurance company may low-ball any additional offer of settlement in the hopes of forcing the case to a trial. If the client does not have the self-discipline to be patient during the negotiation phase of the case, that client may not have the self-discipline to testify in a fashion that keeps their emotions in check while they tell their story in court. This all serves to benefit the insurance company.

What this means is that one of the most important things a client can bring to the claims process is patience. Patience is NOT something the insurance company wants an accident victim to have.

- Being patient allows your attorney to steadily increase the pressure on the insurance company;
- Being patient sends the message that you are not going to give up and go away.

Being patient with the process is often what can make the difference between a successful outcome and a frustrating one.

FATAL MISTAKE 10

NOT BEING COURTEOUS AND CONSIDERATE TO YOUR DOCTOR OR THERAPIST

The health care providers who are helping you recover from your accident play a very important role in your case.

Many accident victims mistakenly think that the role of the doctor or therapist is limited to simply helping them recover from the injuries. But their role involves much more than that and you would be well served to be kind in all of your dealings with the offices where you are receiving health care.

For starters, the insurance company of the person who caused the accident will refuse to pay for any of your medical bills while the case is ongoing, even though it may be absolutely clear that the accident was the fault of their insured. Until you sign a release that completely ends the case, they will not pay one penny towards your health care. This is one of the ways the big insurance companies can put you in an economic squeeze. They understand that you may become so financially desperate that you might be forced to accept a low settlement offer that is much less than the case is actually worth.

So how do you pay for the medical care you need if you do not have the money to pay the doctor or therapist?

Some doctors and therapists, in certain situations, will enter into an agreement with you and your lawyer stating that they will wait until the end of your case to get paid. This can free you of the financial burden of having to pay out of pocket, which can be a huge benefit if the accident has created economic hardship for you.

But doctors and therapists are not obligated to do this. It is a courtesy that they can choose to extend. Having a good relationship with them can only help.

The next thing to consider is the way your health care provider prepares your records. Doctors and therapists are only required to provide the minimum records required by the law. But records that meet only that low criteria may not include details which fully document the true extent of your injury and which can be very helpful to your case. Again, having a good relationship with the health care provider can only help.

If your case does not settle and it ends up going to trial, you may well need your doctor or therapist to come to court to testify on your behalf. This means they will have to actually close their office for a day while they sit in court

waiting to testify. To offset the loss of income from having to cancel all these patients, they typically charge what is referred to as an “expert witness fee” to come to court to testify. This fee is separate and above what they have charged you for your treatment and office visits. How much is the “expert witness fee” they are going to charge to come to court on your behalf? It varies from office to office, but again, having a good relationship with them can only help.

Then there is the issue of any special reports your lawyer might need to get from the doctor or therapist, or telephone calls that your lawyer may need to have with them. In addition, there is the issue of scheduling a doctor’s or therapist’s deposition as well as what they will charge to prepare for and attend such a deposition.

Having a doctor or therapist who will make him or herself available for meetings or telephone calls your attorney needs to have, who will promptly deliver important records, and who will fully cooperate with your lawyer, can be critical to obtaining a successful outcome of your case.

Therefore, you should be open and forthright with your doctors and therapists. Provide them with any information they request about any and all applicable insurance policies, including your automobile insurance which may include

PIP or Med-Pay benefits which can be used to pay their bill. If your schedule changes and you need to cancel an appointment with your doctor or therapist, call them as soon as you know. Do not simply “no show” for your appointment. Be considerate. Be courteous.

When appropriate, instruct your attorney to sign assignment and authorizations which can allow the doctor to get paid out of the proceeds of the case. By doing these things, the doctor and therapist will see that you are trying to treat them fairly and that you are doing what is necessary to keep them informed and protected.

Furthermore, extending these basic courtesies also will keep you in good standing in their offices in the event you need to return for additional care at some point in the future.

FATAL MISTAKE 11

EXAGGERATING YOUR INJURIES OR NOT BEING COMPLETELY HONEST IN OTHER WAYS

If you haven't worked on one side or the other of injury claims, you have no idea about the enormous amount of information the insurance company has about you. You are not going to get away with hiding anything, so don't even try. They will find out if you lie about one little thing, and then they won't believe anything else you say. This is true of juries also. One lie, even about a small matter, can kill your case – absolutely kill it. Have I made this simple point clear?

From the instant you are injured until you have the final check in your hand, **ALWAYS TELL THE TRUTH.**

Your insurance company and the other party's insurance company have access to any past injury claims you have made – whether it is auto related, job related, or other. They have access to any past criminal record you may have. They have databases that will tell them about all your marriages, divorces, past addresses, and places of past employment. They may hire investigators to park outside your house and video your comings and

goings. The investigator may follow you around town to see if you are working when you say you're too injured to work.

For example, sometimes they try to get video of an injury victim taking out the trash, mowing the yard, washing the car, etc. The insurance company then will argue that the person could not be hurt because the person can perform these simple activities, which is just not necessarily true.

Once more – ALWAYS TELL THE TRUTH.

CONCLUSION

During the course of my legal career, I have observed that injury victims often become FRUSTRATED, SCARED, INTIMIDATED and UNSURE OF WHAT TO DO. Sometimes people find it hard just to ask for help. Others become intimidated by the big insurance companies and the adjusters they've been dealing with. And others respond to the uncertainty and the unknown by trying to control every aspect of their case, instead of letting an experienced attorney navigate its direction.

Some may even believe that it is wrong to bring any claim for personal injuries at all.

This is often based on a misperception about what is actually involved in a personal injury case. Some people think that if they hire a lawyer, the lawyer is going to immediately sue the other driver and cause misery and pain to the person who caused the accident, especially if that person is a relative or a friend. Our approach is to focus on maximizing the amount of compensation we can get for our client, and this often does not involve bringing any type of lawsuit at all. Sometimes it does, but it may be a lawsuit that primarily involves the other driver's insurance company, rather than the driver himself.

There have been many occasions where I have been hired to represent someone who was injured as a result of the negligence of someone close to them, such as a best friend, a loved one or a significant other. The injured person needs to bring a claim so that the bills can be paid, but they don't want it done in such a way as to affect the personal relationship that they have with the person who caused the accident. Not all cases require intense litigation, and there are ways to navigate these dynamics when important relationships are involved. It always depends on what the needs of that particular client are.

I have found that once people talk with us about their claims and about the legal process, they feel much better and more at ease with the whole system. After talking with us, they understand what's fair, and they feel good about doing the right thing. I think people also appreciate the opportunity to talk with us at no charge, and with no pressure.

ONE THING YOU DON'T WANT IS TO BE PRESSURED!

I don't blame you in the least. I certainly don't like to be pressured either. That's why you must be careful, and take the time to make the best decisions possible. You can't make a good decision if you are being **PRESSURED!**

To be completely honest, one of the reasons I wrote this book is to see if my firm can help you. We would like to talk with you about your legal rights, and to answer your questions without any pressure – FREE OF CHARGE!

As I stated before, not every lawyer is right for every case. I cannot and I will not accept every case and we have very specific selection criteria. We turn down personal injury cases for a variety of reasons. We do not get involved in a case unless it is appropriate for us to get involved and we are convinced that we can put that person in a better position than they would otherwise be in. When we accept a case, we are committing the resources of our firm to do everything reasonably possible to help that person.

SO HERE IS WHAT MY FIRM WOULD LIKE TO OFFER YOU:

A free-consultation. We will talk about your accident and related injuries, and we will discuss your legal rights. It is our hope that during this discussion we can help you with the following:

- Find a way for you to get the medical help you need;
- Find a way for you to get compensated for your injuries;

- Find out if the big insurance company you are up against is withholding benefits which you are entitled to, or is pressuring you to make a quick settlement;
- See if you might be exposed to risks you may not even know exist, and that could spell disaster for you;
- Identify any unusual time limitations and notice deadlines that might apply;
- And much more.

Remember, you are under no obligation when you have a consultation with us and no one will pressure you. We are here to help you! Our goal is to answer any questions you may have and to create an environment where you feel comfortable talking with an experienced lawyer about your legal options. We understand that this can be a very difficult time. You may not be feeling well because of the pain from your injuries. Medication you're taking for that pain might make you a little "fuzzy." Stress can make things even worse.

If this book makes sense to you, then you've probably thought of a few more questions. Feel free to call us while these are still fresh in your mind. Waiting any longer may just cause more stress, or put you at greater risk. We would be

happy to get you the information that could ease your mind.

Why are we willing to do all this? We want you to see for yourself that there are lawyers who are honest, competent, and are willing to work hard for your best interests.

Finally, I would like to explain to you our **Client Bill of Rights**. Remember, your attorney works for you – not the other way around. You should be very clear about what your rights are within your relationship with your lawyer.

OUR CLIENT BILL OF RIGHTS

We believe that when you hire a lawyer, you should know exactly the type of relationship and experience that lawyer is committed to providing to you. You deserve to be treated with courtesy, respect and consideration. That is why I have initiated what we call our Client Bill of Rights, which I have set forth below.

You deserve peace of mind. Below you will find our promise to you of the relationship and experience which we are committed to providing, as well as the fundamental values that we hold important.

1. Respect

- A. You have the have the right to our respect.
- B. You are entitled to be treated with courtesy and consideration at all times.

2. Communication

You have the right to be able to speak with a knowledgeable person when you call. If he or she is not available, you have the right to have your telephone calls returned.

3. Competence

- A. You have the right to expect competence from our law firm and all who work here.

4. Loyalty

- A. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.

5. Attention

- A. You have the right to attention from our lawyers and staff.
- B. This includes having your questions and concerns addressed in a prompt manner and having your telephone calls returned promptly.

6. The Truth

- A. You have the right to know the truth about your case.
- B. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.

7. Fair Fee

- A. You have the right to be charged only fees that are both reasonable and fair.

You have the right to have your lawyer explain at the beginning of your case precisely how your fee will be computed.

- B. You further have the right to receive a copy of the written fee agreement at the beginning of your case so that you will have it for your records.

8. Confidential Privacy

- A. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
- B. All of our private conversations and communications with you will be considered confidential.

9. Ultimate Control

- A. You have the right to make the ultimate decision on your case.

10. Team Member

- A. Our office works as a team. You have the right to be treated as an important member of the team.
- B. You further have the right to have us work as advocates for you, and to have your specific concerns and needs be made a priority.

To get a complete understanding of the relationship we have with our clients, you should also read my “Letter To Prospective Clients”, our “30 day Client Satisfaction Assurance Guarantee”, and my article on “Pain and Its Role In Your Case”. All of these can be found online at **BlaylockLaw.com**.

If you’ve been injured in an accident, give me a call. You can reach us toll free at 888-215-2968, or you can go to our website at BlaylockLaw.com and fill out a free online consultation form which will be sent directly to me.

If you think our approach is fair, and you want to take advantage of our offer for a free consultation with no obligation, just call us. We will make the time to talk with you. Our firm is so committed to quality work and personal attention that we offer a “**30-Day Client Satisfaction Assurance Guarantee**” to potential new clients. If during the first 30 days

after hiring our firm you are not completely satisfied with our services, you may ask for your file back and discharge us, no questions asked and you owe us no attorney fees or costs.

Remember, trying to do it yourself usually ends up causing more frustration for you, and less money in your pocket. If you call our office, we will arrange a conference to discuss your case at no charge. You can ask any questions, and we will discuss options that are available to you. This free consultation puts you under no obligation to use us as your attorney, and we will not pressure you in any way. Our job is to help you and to counsel you, but you are the one who makes the decisions.

We believe we have a duty as lawyers to educate members of the public about their legal rights. We try to do this by providing useful information many different ways, including through our web site, newsletters, articles, legal updates as through this book. I hope that when you look at all we do, you will find our work to be helpful to you.

Thank you again for taking the time to read this book.

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ABOUT THE AUTHOR

— Bruce A. Blaylock —

Bruce A. Blaylock grew up in Bethesda, Maryland and moved to New Orleans to attend college at Tulane University. While studying for his undergraduate degree, he became a certified Emergency Medical Technician and worked in the Emergency Room of Touro Hospital in New Orleans.

As a technician in the emergency room, he repeatedly saw up close how random acts of carelessness could result in tremendous pain, loss, and even death, to innocent people. He saw how enormously unfair it is for someone to become badly injured – or even killed – through absolutely no fault of their own.

This experience in assisting with the emergency trauma care of seriously injured victims inspired him to become a lawyer. He wanted to help injury victims use the legal system to achieve justice. He wanted to help make sure that their voices were heard.

The focus of his law practice is personal injury, negligence, medical malpractice, product liability and matters where people become injured. He was licensed to practice law in Louisiana in 1983 (although no longer

practices there), and in the District of Columbia and Maryland in 1988. He is a past recipient of the President's Citation for Community Service from the Montgomery County Bar Association. Within that same organization, he served on the Ethics Committee, the Inter-Professional Committee, the Personal Injury Committee, and is a past Vice-Chair of the Community Relations Committee where he helped launch the Bar Association's highly successful "Law School for the Public" lecture series. Mr. Blaylock is the attorney responsible for the contents of this book.

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11 Fatal Mistakes Accident Victims Make (And How To Avoid Them)

provides information to people who have faced the tragedy of being involved in an automobile accident and are now facing the daunting task of trying to get a big corporate insurance company to treat them fairly.

This book is a tool to be used by consumers to warn them of the pitfalls in the injury claim process, and to educate them on the mistakes that can happen when they pursue their own injury case.

"This book pulls back the curtain on the insurance industry's efforts to take advantage of injury victims. "11 Fatal Mistakes" is comprehensive and takes the reader through the entire claims process. If my best friend was in an accident, these are the most important things I would want my friend to know. It is an invaluable tool for accident victims and lawyers alike."

— Attorney Thomas S. Rand, Esq.
Rockville, Maryland

Attorney Bruce A. Blaylock is an award-winning trial lawyer who has been selected for inclusion in "The National Trial Lawyers Top 100 Trial Lawyers". He is a native of Bethesda, Maryland and graduated from Tulane University with Dean's List honors in 1979, and from Tulane University Law School in 1982. He has over 32 years of experience representing injury victims and their families in catastrophic injury and death claims.



Bruce is a member of "The Million Dollar Advocates Forum, The Top Trial Lawyers In America", which is one of the most prestigious groups of trial lawyers in the United States. Fewer than 1% of all lawyers in the United States are members.

Bruce is also a lifetime member of Rue Rating's "Best Attorneys of America". Less than 1% of the attorneys in the United States have been invited to join this membership-only group.

He has used his experience to identify and explain many of the "Fatal Mistakes" he has seen injury victims make over the course of his extensive legal career in the hopes of helping people avoid them in the future.

Go to BlaylockLaw.com to learn more about Attorney Bruce A. Blaylock.

www.BlaylockLaw.com

