

COMMON INSURANCE ADJUSTER PLOYS

YOU NEED TO WATCH OUT FOR

Claims adjusters use a number of techniques to get quick settlements and give the insured less than he or she may be entitled to. Here are some of the more common ones.

Pinkston Law Group, P.C.

55 E. Monroe St. Ste #3800 | Chicago, IL 60603 | 773-770-4771

www.pinkstonlawgroup.com

“I’D LIKE TO TAKE YOUR STATEMENT”

Adjusters are paid to investigate claims and gather facts. One way they do this is by getting statements from all the parties involved in an accident, along with the statements of any witness. After getting all the available facts, the adjuster hopes to make an informed judgment about liability and decide whether to pay a claim, negotiate a compromise settlement, or deny a claim. The linchpin of the investigation is the statement.

Adjusters typically try to get either a signed statement or a recorded one. If they cannot get either, they will often try to obtain an interview.

This technique is less innocent than it sounds. Insurers are financially motivated to pay you less than your claim is worth, so the questions you are asked while getting your statement can be and frequently are slanted to favor the insurer.

“PLEASE SIGN THIS MEDICAL AUTHORIZATION FORM”

Your adjuster is likely to ask you to sign a Medical Authorization form. Such forms are very broadly drafted and gives the adjuster the ability to delve into your complete medical history. This permits him to pry into pre-existing conditions and medical issues that may be unrelated to those at issue in your personal injury claim.

While claimants should be cautious about signing such sweeping medical releases, many of them do so routinely. Claimants confronted with these forms are often hurt or anxious for some type of financial recovery from the adjuster. They want to be cooperative. They may feel that the more they cooperate with the adjuster, the better chance they have of getting a prompt payment and one that meets their financial expectations.

Others may be sold on the purported convenience. Adjusters will usually insist (with some justification) that they will need copies of the medical reports and bills in order to evaluate and validate a bodily injury claim. The adjuster’s approach is often, “You can run around, trying to gather this information yourself, or you can sign this Medical Authorization and let me do the legwork for you.” Faced with this prospect, it seems like a good decision to choose the more convenient option. This is seldom the case. Far from facilitating payment on a claim, a Medical Authorization form may be used against the unwitting claimant who naively thinks it will accelerate the payment process.

There is no legal requirement that a personal injury claimant sign a Medical Authorization in order to be entitled to recovery under a liability insurance policy. Any adjuster who represents that a claimant must sign a Medical Authorization as a condition of receiving payment or settlement may be misrepresenting the law and the insurance policy.

SO REMEMBER:

- Be wary of signing any Medical Authorization form
- Decline to sign an “open-ended” Medical Authorization form Have the insurer agree that the form will be limited as to medical bills and reports pertaining to the accident occurring on such and such a date and treatment flowing from that accident Refuse to sign a Medical Authorization form that remains in effect for an indefinite period.
- Make sure that the Authorization states that it is valid only for a certain number of days after it is signed and executed.

“WHY DO YOU NEED AN ATTORNEY? I’LL WORK WITH YOU ON THE CLAIM”

Adjusters usually want to prevent an attorney from being involved in a case. This is true because the price tag of a claim almost invariably goes up when an attorney enters the scene.

Claim adjusters much prefer to deal with unrepresented claimants. As a result, adjusters use various ploys designed to persuade claimants to not get an attorney. These might include variations on the following:

- “The claim won’t be any more valuable just because you get an attorney”
- “The attorney takes at least a third of your recovery. Why should that third go to him, when the two of us can work things out together?”
- “Why do you need a lawyer if I’m looking out for your best interests?”
- “If you get a lawyer, we won’t have the convenience of working together directly any more on this claim.”
- “If you hire a lawyer, it will slow down the claim process.”
- “If you get a lawyer, we will have to hire one as well to take your deposition.”
- “If you don’t accept this amount now, we will withdraw all offers”

This is often a bluff. If the case is worth \$20,000 today, it will likely still be worth \$20,000 tomorrow or next week or next month. In fact, if the claims adjuster withdraws an offer, that may be an invitation to file suit. In that case, the insurance company must hire a defense attorney to defend the lawsuit. This will be an expensive process, often costing the insurer more in legal fees than the amount at issue in the disputed claim.

Thus, one response is to point out to the adjuster the additional expense that will come with sending the case into suit. Another tack is to reply that, "In that case, all demands are hereby withdrawn." Two can play the rescission game.

WE ARE HERE TO HELP

If you grow frustrated with the insurance company handling your claim and want the assistance of an experienced personal injury attorney, we are available to help.