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ATTORNEYS AT LAW

Commonly Used Terms in Auto Accident Cases



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Definitions are specific as to Florida Law. Other state statutes may define them differently and different insurance policies may have different definitions.



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Bodily Injury Coverage

Bodily Injury Coverage is part of your auto insurance policy that you purchase that protects you in case you accidentally injured someone while driving an automobile. This is commonly referred to as "BI" coverage.

Property Damage Coverage

Property Damage Coverage is part of your auto insurance policy that you purchase that covers any type of damage to another person's vehicle or property in an auto crash. This coverage, like Bodily Injury Coverage only applies if you are at fault for causing the crash. This is commonly referred to as "PD" coverage.

Uninsured/Underinsured Motorist Coverage:

This type of coverage is a form of insurance which serves to protect the people in your car and/or the resident relatives in your home, in case a person causes injury to you or any of these individuals of they are injured in a car crash. Usually, this applies only when another vehicle is involved causing the crash or injuries; thus many times single car accidents are excluded from this type of coverage. In Florida, this type of coverage generally applies when the other party does not have any Bodily Injury Coverage or does not have enough to cover the insured's injuries. This is commonly referred to as "UM/UIM" coverage.



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Insured

The person covered under an automobile insurance policy. In a different context, this more broadly applies to anyone covered under any type of insurance policy, but since this blog is dealing with auto accidents, I am using all terms in the context on automobile policy.

Tortfeasor

Tortfeasor is someone who, by their own negligence, harms another. This is a legal term that is not commonly used in the general public.

Plaintiff

A Plaintiff is a person who files a law suit against another for some sort of harm caused to them. An example of this is if they negligently cause a car, motorcycle or trucking accident. However this can apply to any type of harm such as injuries caused by an oil company like the BP oil spill cases that are in the news. A Plaintiff can also have other types of injuries not just physical but loss of wages and damage to property. In the context of this blog I am going to refer mostly to personal injury or property damage or lost wage damages or all three.

Insurance Adjuster

An insurance adjuster is a person who has a license to adjust or assesses claims in a particular field. In Florida, adjusters are required to be licensed and to receive continuing education credits to maintain their license. Adjusters will generally work for insurance companies and thus are paid employees of those insurers. They have extensive training and expertise in their field.



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Insurer

Someone who sells an insurance policy to another person. i.e.: State Farm Insurance Company, Allstate Insurance Company, GEICO Insurance Company, Progressive Insurance Company.

Insured

A person who is covered under an insurance policy. It depends on the language portion policy to determine if a person is covered. Warning, different portions of the same policy may provide different coverage to individuals or cover one person but not another. For example; a person may be covered under a BI portion of a policy but not the UM/UIM portion of the same policy.

Exhausted Benefits

This is a term commonly used which signifies that a portion of your policies limit has been reached. For example: if your limits under the PIP portion of your policy is \$10,000.00, once that amount is paid by your insurance carrier, then your PIP benefits are exhausted. Your insurance company is then no longer responsible for paying your medical bills under that portion of the policy. Generally, in auto insurance policies, all sections have limits. Thus, it is advised that you look closely at your policy when purchasing it to know what limits you have under each section.

**PIP/UM
Recorded statements**

As I stated above, insurance carriers put in their contracts a "cooperation clause" which means that you must cooperate with any investigation. Sometimes they request a less formal investigation which is known as a "recorded statement". This is simply a time when they can appear in person or ask you questions over the phone and they record your statement regarding the crash, treatment, injuries or anything regarding how the crash took place or the treatment you received.



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Personal Injury Protection

This is commonly referred to as "PIP". This is a form of insurance which is mandatory in many states; however, not all states require this type of coverage. PIP guarantees that the person that purchases this type of coverage that a certain amount of their medical bills will be paid regardless of whether they are at fault for the accident or not. This type of coverage (PIP) can also apply to other persons in your vehicle and resident/relatives. For example: if your brother is in a car crash and lives with you, even if he/she does not have PIP coverage, he may be covered under your PIP policy.

Under most circumstances, PIP pays 80% of your medical bills up to the policy limit. Normally in states such as Florida, the limit is \$10,000. However, recently Florida law has changed and there are a number of exceptions, loopholes and ways for insurance companies to not pay the full \$10,000 in PIP benefits. This was done after the insurance companies promised to lower rates if these changes passed but they did not lower the rates for PIP. Please see additional blogs regarding Florida's new PIP law to determine if you qualify for the full PIP coverage or only the lower amount.

Additionally with PIP coverage, you would be responsible for any deductible maintained on your policy (in some cases the PIP deductible is \$1,000.00), as well as the 20% that PIP does not cover. Your PIP coverage would then pay your medical bills at 80% up to the policy limit. Providers that accept PIP as a method of payment and most general practitioners that do not accept PIP, will generally wait until the conclusion of the case to be paid any deductible that may have been applied to their bill and/or the 20% unpaid by your PIP coverage.



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Maximum medical improvement

Commonly known as "MMI". Maximum medical improvement is a medical term that means that you have been helped as much as medicine can help you. Thus, while you may not get any better, it does not mean that you need to stop your treatment, nor does it mean that your pain will not get worse; or that further treatment and/or surgery will not be needed to improve your condition. This simply means that that particular physician or doctor feels that they can no longer assist you in getting better and you are at a stage where they can only manage your pain levels in maintaining or alleviating the aggravation or exacerbations of your condition.

Aggravation/Exacerbation

This is a term that means your condition gets worse due to a number of factors. These may include rigorous physical activity or even somewhat benign and everyday living activities.

Request for Admissions

Request for Admissions is questions posed from one party to the next in which they are requested to admit or deny certain information.

Litigation

Litigation is the process of filing a lawsuit, finding out information about the incident and ultimately, if necessary, taking the case to trial. The "litigation" term is a very broad term and encompasses filing the lawsuit, answering interrogatories, taking depositions, filing motions and trying the case. At any time, the parties can decide to settle the case; thus litigation does not mean the case will definitely go to a jury.



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Pre-litigation

Pre-litigation occurs prior to the initiation of the litigation process. During the “pre-litigation” phase of your file, your attorney will obtain your medical records and bills in anticipation of preparing and forwarding a demand letter to the insurance carrier for the at-fault party (who caused the crash). This process usually ends about the time your doctors feel you are at Maximum Medical Improvement (MMI).

Demand letter

This is a letter sent by the Plaintiff to an adjuster in which the Plaintiff’s attorney outlines the facts of the case starting with liability (who caused the crash), who was injured, what injuries they suffered and what are the economic and non-economic damages. This “demand letter” will also generally have attached a copy of the Plaintiff’s medical records for the adjuster to review. A “demand letter” sent in the pre-litigation phase of your case may also contain certain terms or conditions. The reason for these terms and conditions are so that your attorney can determine whether there is any other coverage involved in the case which you may be entitled to. Since the case is not yet in the litigation phase, the attorney has a limited ability to investigate the case. Thus, under Florida Law, an attorney can ask the person who caused the injury for certain information, such as; if they were in the course and scope of their employment at the time; whether they were driving someone else’s vehicle; whether they were doing things incidental to their work or another person’s work, all of which could lead to additional parties having insurance policies that would cover the Plaintiff’s damages.

Additionally, they could also request that the defendant/tortfeasor insurance carrier provide certain information such as; a copy of the policy and insurance disclosure information.



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Examination under oath

Most insurance policies have a "cooperation" clause. What this means, is that if you wish to receive the benefits for which you have paid, you must cooperate with your insurance company's (not third party insurance companies) investigation of the claim. Thus, if they require that you give a "statement under oath", that is recorded, you must comply. (Consult with your attorney about your legal rights if this should happen)

Sometimes insurance companies want more than a simple recorded statement. They will actually want you to go to a Court Reporters office, be sworn in under oath and have a Court Reporter take down every word you say. This is better known as an "examination under oath" and it is available for you to have a lawyer present. They ask you questions about your case, your treatment, what happened and numerable other questions. Examinations under Oath can last anywhere from 1 hour to 8 hours. It all depends on what type of investigation your insurance carrier is doing. Some plaintiff's believe that this is a form of harassment while others believe it is simply a form of properly investigating the case.

Declaration of coverage page

This is commonly referred to as "dec page". A "declaration of coverage page" is simply an official document that is notarized by the insurance carrier where they swear to the actual policy limits in a certain insurance policy. This is done to make sure that the insurance carrier is truthful in what they disclose to the Plaintiff.



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Tampa Personal Injury Attorney Christopher Ligori



Mr. Ligori has been practicing law since 1994 and is one of the few attorneys in Florida to have tried over 100 jury trials to verdict. He prides himself on aggressively litigating and pursuing his clients' claims, as well as treating all clients and their cases, regardless of the size of the case, with the same respect and diligence.

Mr. Ligori has routinely been asked and has given lectures to other lawyers across the State of Florida and in other states about a variety of legal issues.

Mr. Ligori has been AV rated by Martindale Hubble which is the highest rating an attorney can receive. Mr. Ligori received the highest marks in response to Martindale Hubble's investigation and he considers it an honor to be AV rated.

Mr. Ligori has been fighting for the rights of victims his entire legal career and handled thousands of cases. Many of the cases have involved catastrophic injuries, wrongful death, traumatic brain injury, spinal cord injuries, broken bones, herniated discs,

RSD, injuries to the knee, shoulder or wrist, and other injuries.

Currently, Mr. Ligori handles cases that arise out of auto accidents, motorcycle accidents, premises liability, slip or trip and falls, negligent security, products liability and defective drugs and medical claims.

Mr. Ligori is currently a member of the Florida Justice Association, regarded as the premier trial lawyer organization for the State of Florida. Mr. Ligori also is a member of the American Association for Justice (the premier national trial lawyer organization), Tampa Bay Trial Lawyers Association, the Hillsborough County Bar Association and the Florida Bar Association.

Mr. Ligori is a Tampa native who graduated from the University of Florida in 1990 with a degree in Political Science and an area of specialization in the Spanish language. He also attended the prestigious University of Salamanca in Salamanca, Spain in order to further his education in Spanish literature and art. He graduated from Nova Southeastern University Law School in 1994 and started his own law firm which solely represents victims of accidents. He has built a solid reputation as a fierce advocate for his clients through litigation, trial and negotiated settlements, and consistently shown his ability to achieve results both in and out of the courtroom. Mr. Ligori consciously attacks each case with trial in mind from the start in an effort to maximize results for his client.

He is married with two children and active in numerous community organizations and charities.