



WHY YOU SHOULD NEVER GIVE A STATEMENT TO AN INSURANCE ADJUSTER

Common Insurance Company Excuses
Used To Avoid Paying Legitimate Claims

By

J. Brantley Durrett, III

Attorney At Law



DURRETT LAW FIRM

Durrett Law Firm
2401 Fountainview
Suite 450
Houston, Texas 77057

713-623-6881



DURRETT LAW FIRM

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Durrett Law Firm
2401 Fountainview Dr.
Suite 450
Houston, TX 77057

Telephone: 713-623-6881
Telecopier: 713-623-2046
bdurrett@sbcglobal.net

WHY YOU SHOULD NEVER GIVE A STATEMENT TO AN INSURANCE ADJUSTER?

“Never give the insurance adjuster a statement after a car accident without first consulting with a lawyer. If an insurance adjuster asks you for a statement simply refuse the invitation and tell them that your lawyer will be contacting them to discuss resolution of the case. Insurance adjusters are trained to elicit information from you to harm your claim. They know that if they can get you to give them a recorded statement before you are represented by a lawyer, you might give them statements that will harm your claim. They will use these statements to minimize and deny payment for your injuries and legitimate expenses. The following is a list of common insurance company arguments used to minimize or deny injury victims compensation for their injuries. After reviewing these arguments you will know the general areas in which the insurance adjuster will seek information from you and how he intends to use the information to harm your case.

1. Your Car’s Condition At The Time Of The Accident. Adjusters use the condition of your car to avoid making a fair settlement. They will say that your car did not have all of the necessary safety devices, that seatbelts and other safety devices were not available or not used; that your tires were bald or underinflated, that the brakes were worn out and not working, and that the tail lights and turn signal indicators were broken.

2. Your Physical Condition At The Time Of The Accident. Often an insurance adjuster will try to use your physical condition against you to avoid making a fair settlement. They will say that you had hearing or vision problems and were not wearing hearing aids or corrective lens. They may even try to develop evidence that you had other physical problems that interrupted with the safe operation of the car such as epilepsy, headaches, sickness, etc.

3. Your Mental Condition At The Time Of The Accident. Sometimes an insurance adjuster will try to use your perception and memory against you to avoid making a fair settlement. They will argue that your answers to their questions demonstrate that you were not paying attention to the road,

traffic conditions or other drivers prior to the accident; that your recollection of the time, speed, distance, location and events surrounding the accident are faulty and therefore your memory of the accident can not be trusted; or that you have exaggerated speed, distance, time and injuries so that your honesty is questioned.

4. Try To Get You To Agree To Inaccurate And False Facts. Insurance adjusters are not above trying to intimidate you into giving favorable admissions that hurt your case. Alternatively, they may use tactics such as saying, “Would it be fair to state ...” or “Is it possible that ...” to preference a fact that is harmful to your case. The admissions they hope to gain might be used to show that you had warning of danger within a sufficient time to avoid an accident; that you could have avoided the accident if you were not speeding; that you made an unnecessary and sudden stop that caused the accident; that you made an unsafe lane change without warning; that you gave no stop or turn signal; that you were backing up or stopping in a location that a reasonable person would not expect you to be or it was difficult to be seen; that you were not in the intersection first; or that the defendant was acting as any reasonable person would have. Each of these admissions could negatively affect your case.

5. Shifting The Blame To Some Other Cause. For example, insurance adjusters will try to get you to admit that the cause of the accident could be an act of God, an unavoidable accident, another unknown person, or an emergency.

6. Nobody Knows For Sure. In certain circumstances, the insurance adjuster could be trying to get you to admit that no one knows for sure what caused the accident. He could try to get you to admit that there are no independent witnesses to corroborate your statements, that witnesses dispute your version of the facts and support the defendant, that essential evidence to support your version of the accident is lost or missing; that the police report is factually incorrect; that you do not have an expert to back up your version; or that it was not a major accident because

“Insurance adjusters work for insurance companies and it is their job to spend as little of the company’s money as possible to settle your claim.”

you did not call the police to the accident scene

7. Claiming That You Are Not Really Injured.

There are literally dozens of inquiries an insurance adjuster could use to try to argue that you are not really injured. Some examples include that you did not complain of an injury at the accident scene; there were no physical signs of injury, bruises, cuts, etc.; you did not go to the emergency room; you told other people at the scene that you were okay; you received no medical treatment for several days after the accident; your complaints to your doctor were minimal or exaggerated; the medical records show differing complaints of injuries with different doctors; your doctor concluded that the injuries were minimal and did not prescribe physical therapy or other treatments; you did not see your regular doctor, but did see a lawyer’s doctor; your complaints are all subjective and not objective, (i.e. x-rays, orthopedic tests or observation); you saw a chiropractor after the accident and not a real doctor (i.e. M.D.); you are pretending to be injured for a longer period of time than most normal people; and your injuries are from another cause or from chronic medical conditions unrelated to the accident.

8. Acknowledging That You Are Injured But Minimizing It.

These arguments include the following: the property damage to either or both vehicles was minimal; your car had equipment that made the impact of injuries impossible or improbable (i.e. shock-absorbing bumpers, headrests, seat belts, air bags, etc.); no one else in the accident had injuries; the other driver claims he only hit you at 5 mph or less; the damage repair estimates are for an amount less than \$1,000.00; and/or your air bags or the other driver’s air bags never deployed so the impact had to be minor.

9. Using Your Medical History Against You.

Adjusters are not above using your medical history (both prior and subsequent) against you to try avoid paying you a fair settlement. These arguments include: you had prior complaints of pain to the same body area before the accident; you received medical attention to the same body area prior to the accident; you received chiropractic or massage treatment to the same body area prior to the accident; you had another injury

to the same body area and that is what has caused your pain, not the accident; or you received mental health counseling or saw a psychologist prior to the accident so maybe your injuries are all in your mind.

10. Minimizing The Financial Loss Caused By Your Injury.

These arguments include: you took time off from work, but the doctor did not say that you had to miss work; no doctor stated that your injuries would cause you to miss work in the future; you had poor attendance at work prior to the accident; you would have lost your job even with out the accident because of layoff, strike or termination; you were unemployed at the time of the accident; your income tax statements show that you were making less money at the time of the accident than you are claiming; and/or you were paid in cash and can not document your earnings.

11. Miscellaneous Arguments.

Your medical costs were excessive or the treatment was unnecessary in light of “standard” or “normal” care; your injuries should have healed with in 3-6 months so anything in excess of that is excessive or unnecessary; you went back to work contrary to your doctor’s advice and aggravated the injury, therefore prolong costs and treatment; your doctor is no longer in the area or otherwise unavailable; the statute of limitations has run; you were partially at fault for the accident and should recover proportionately less; you have a history of filing lawsuits for money; you have a criminal history; and/or you have a history of mental illness or emotional problems making you unreliable.

These are just a few of the dozens of arguments insurance company adjusters will use to attempt to minimize and deny payment for your injuries and expenses. Insurance adjusters work for insurance companies and it is their job to spend as little of the company’s money as possible to settle your claim. If you provide a statement that supports any of these arguments, it will be very difficult to later distance yourself from that statement even if the statement is untrue. It could literally wreck your case. For this reason, you should not give a statement to an insurance carrier or its adjuster without first consulting with a lawyer.

ABOUT THE AUTHOR

J. BRANTLEY DURRETT, III

J. Brantley Durrett, III is an attorney that has been representing personal injury victims in accident cases against insurance companies and other wrongdoers since 1989.

His experience is concentrated in complex civil litigation matters with a particular emphasis in personal injury and insurance litigation. He has represented car accident victims in cases as serious as wrongful death and as minor as soft-tissue injuries. He also has significant appellate experience including appeals before the Texas Courts of Appeal and the United States Court of Appeal for the Fifth Circuit. In an appellate capacity, Mr. Durrett has handled cases of first impression in Texas and won significant reversals of lower court mistakes.

Mr. Durrett has been licensed in Texas since 1989. He has obtained millions of dollars in settlements for his clients. He is a member of numerous professional organizations, including the State Bar of Texas (Sections: Litigation, Insurance and Commercial and Consumer Law) and the American Association for Justice (Sections: Motor Vehicle Liability, Insurance, Medical Malpractice, Commercial Litigation and Expert Witnesses).

Recently, Mr. Durrett restructured his practice to accept only a limited number of serious accident cases each year. As a result, he can provide a greater level of personal service for his clients without the distraction of maintaining a heavy case load.

If you think you have wronged by the careless act of another, contact Mr. Durrett for a FREE, no obligation consultation.

Durrett Law Firm

The **Durrett Law Firm** is dedicated to protecting your interests and handling your case with personal attention, aggressive advocacy, professionalism, and compassion.

We have been successfully representing injured people, car accident victims, and wrongful death cases in Texas for almost 20 years. We understand that sustaining traumatic and life changing injuries is emotionally devastating. We strive to balance this concern with the unique and rigorous demands of the legal system. We understand that the selection of your personal injury attorney is an important decision, and which may have far reaching consequences.



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