

WHEN THE OTHER DRIVER HAS NO INSURANCE

Or Not Enough Insurance

BY EDDIE E. FARAH & CHARLIE E. FARAH, ATTORNEYS AT LAW

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...it does not matter to your insurance company that you have been a loyal customer for twenty years or that you have never before had to make a claim.

Many times an accident is caused by someone who either has no insurance or not enough insurance to pay for all your damages. If you find yourself in this situation, you may have a claim against your own insurance company for uninsured or underinsured motorist coverage (UM/UIM benefits). If you have UM/UIM coverage, your insurance company must pay for all the damages caused by the at-fault driver up to the policy maximum. Many people make the mistake of assuming that a UM/UIM claim is easier to settle and resolve because they are dealing with their own insurance company. This simply is not true. The law allows your insurance company to assert all defenses which were available to the at-fault driver. For example, if there is a question about whether or not the at-fault driver was 100% at fault, your own insurance company may try to argue that you or someone else was partially at fault and then reduce the amount of your claim accordingly. You need to know that, if you pursue a UM/UIM claim, it does not matter to your insurance company that you have been a loyal customer for twenty years or that you have never before had to make a claim. What matters to your carrier is paying out as little as possible.

Therefore, you may benefit from the services of a personal injury attorney even if you are pursuing a claim against your own insurance company.

Other examples where UM/UIM may be available would be situations such as if you were a pedestrian or riding your bicycle and you were struck by an uninsured or underinsured driver. Or, even if that driver fled the scene and was never found, you could still use your UM/UIM coverage even though you were not in your vehicle. This type of coverage also applies even if you are in someone else's vehicle and that person causes an accident or is struck by another driver that causes an accident and there is insufficient coverage to pay you for your damages.

UM/UIM coverage also applies to all resident relatives of your household who are involved in any of the above-mentioned circumstances.

QUESTION: Should I apply for benefits under my own insurance policy?

ANSWER: If you've been injured in an auto accident and you have PIP coverage, you must file a claim with your own insurance company. In

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Since Florida is a comparative negligence state, every percentage of fault that the insurance company can put on you reduces your recovery...

Florida, there are special rules and regulations that apply to PIP and UM/UIM claims. These rules and regulations can offer a special protection to you. They can also give your insurance company special rights – like forcing you to attend an involuntary medical examination by a doctor of their own choosing. Sometimes insurance companies either ignore or intentionally violate these regulations in an effort to save the company money. So you may want to consult with an experienced personal injury lawyer if you have any questions or if you are having a problem with your own insurance company paying these types of benefits.

WARNING: If you receive money from the at-fault driver’s insurance company and intend to make a UM/UIM claim, you must notify your insurance company that you intend to accept a settlement. Then you must obtain permission from your carrier to settle with the other insurance company or you will probably forfeit the right to make a claim.

QUESTION: Does my own insurance company have to be reimbursed?

ANSWER: Under Florida law, if your bills are paid by the PIP portion of your automobile policy, the carrier may not assert a claim for

reimbursement out of your personal injury recovery.

If your medical bills were being paid by your health insurance carrier, you need to know that the carrier may assert a claim for reimbursement out of your personal injury recovery.

QUESTION: Why is this so?

ANSWER: Because most policies now have what they call “subrogation” or “reimbursement” provisions that require you to pay back any benefits you receive. Your “insurance” really becomes just a “loan.” This may not seem fair, but it is perfectly legal. I have handled cases where the client’s insurance company has attempted to take nearly the entire personal injury settlement as “reimbursement” for the benefits already paid. However, the law allows certain defenses and exceptions to this type of claim which may entitle you to pay back only a small portion or nothing at all. If you are faced with this situation from your own insurance company, you really need to speak to an experienced personal injury attorney about your rights. ■

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At Farah & Farah, we work together in groups to give your case the resources and dedication it deserves. Our legal team is comprised of respected and experienced attorneys, case managers, investigators, and legal assistants, all of whom are available to personally meet with you and discuss your case.

Our personal injury attorneys make your one shot at compensation count, representing working people and families in matters involving:

- Auto Accident
- Personal Injury
- Medical Malpractice
- Workers' Compensation
- Social Security
- Slip & Fall
- Trucking Accidents
- Maritime Law
- Boating Accidents
- Nursing Home Abuse
- Animal Attacks

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ABOUT THE AUTHORS

Eddie E. Farah, Attorney at Law

efarah@farahandfarah.com

Eddie Farah is a founding partner of Farah & Farah. Born in Jacksonville, Florida, on January 21, 1954, he received an undergraduate degree from the University of Florida and his law degree at Cumberland School of Law of Samford University. Eddie Farah is a member of the Jacksonville Bar Association, the Florida Bar, Academy of Florida Trial Lawyers, and the Association of Trial Lawyers of America. He is admitted to practice in the Middle District Court in Florida.

Charlie E. Farah, Attorney at Law

cfarah@farahandfarah.com

Charlie E. Farah is a partner of Farah & Farah. Born in Jacksonville September 12, 1962, Farah was educated at the University of Georgia, the University of North Florida, and Samford University's Cumberland School of Law. He is a member of the Florida Bar, the Jacksonville Bar Association, the Academy of Florida Trial Lawyers, and the Association of Trial Lawyers of America.

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