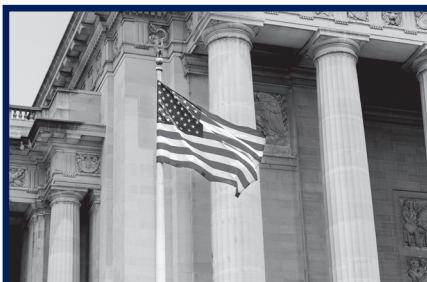


GUIDE FOR AUTO-CRASH INSURANCE CLAIMS

Alabama edition[©]



Boteler Richardson Wolfe
Injury Lawyers
660 Springhill Avenue
Mobile, Alabama 36602
www.brwlawyers.com

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GUIDE FOR AUTO-CRASH INSURANCE CLAIMS

Alabama edition ©

By: Mark Wolfe

When it comes to an insurance claim you must realize that your objective and the insurance company's objective are not the same: You would prefer insurance pay the claim and it would prefer not to pay the claim/pay as little as possible.

DISCLAIMER: This legal memorandum is written primarily to help insurance claimants in the State of Alabama. Any reference to legal standards contained herein are based upon the laws and regulations of Alabama. Readers are reminded insurance laws and regulations vary greatly from State to State and the information contained herein is subject to change based on case law, statutory changes or judicial interpretation. All material herein is protected by State and Federal copyright laws and reproduction of this material for monetary gain is strictly prohibited. BRW - Injury Lawyers does authorize reproduction in exemplum omnis for educational purposes only; that is, readers can copy the entire publication and share it with someone who may find it beneficial but cannot copy and share only selected portions. © 2025.

INTRODUCTION

According to the National Safety Council (NSC) there are 13 million car accidents in the U.S. each year. An estimated 39,000 people were killed in 2022 in auto-crashes and another 2.6 million visited emergency departments for injuries. It has been determined that 90% of auto-crashes are caused by human error.

The term auto-crash is used generically throughout this Guide and includes all motor vehicle crashes including 18- wheelers, commercial trucks, taxis, buses, and motorcycles.

The purpose of this Guide is to help people who are facing auto-crash insurance claims understand the various coverages available to them through their own auto-insurance carrier and through the auto-insurance carrier for an at-fault driver, as well as assist with explaining the claims process.

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6. Important Information About Recorded Statements - page 10.

1. GENERAL INFORMATION ABOUT INSURANCE CLAIMS.

A. Burden of Proof: The first and most important thing to remember about any insurance claim is that the person making the claim (the claimant) carries the burden of proof related to that claim. The person who is handling the claim on behalf of the insurance company (the adjuster) does not have to “disprove” the legitimacy of the claim. The adjuster’s job is simply to determine if the claimant has presented adequate proof of a covered loss with proper supporting information and documentation to pay the benefits being claimed. It is important to realize the adjuster has an obligation to the insurance company to only pay benefits that are legally owed under the policy in issue.

B. Adversarial Process: As nice and friendly as you think the insurance company will be to you in the claims process; understand, Alabama law defines the insurance claim process as an “adversarial process.” This does not necessarily mean the insurance adjuster is going to be mean and nasty to you during the claim process, rather it simply means you must recognize that your objectives and the insurance company’s objectives are not the same when it comes to an insurance claim. That is: You would prefer them to pay the claim, and they would prefer not to pay the claim. Because the claim process is defined by law as an adversarial process, insurance companies are granted a certain amount of latitude in how they handle and adjust an insurance claim, even if it works to the detriment of the claimant. Specifically: 1) there is no obligation for an adjuster to “help” you better present your claim, 2) the adjuster does not have any obligation to tell you about critical time lines or time limitations related to your claim, 3) the adjuster does not have to tell you about other possible coverages available to you for the loss, and 4) the adjuster often cannot give you advice or suggestions on how to best coordinate multiple coverages related to a loss. Simply put, because it is an adversarial process, you cannot expect the insurance company to tell you how to effectively and timely present your claim or provide you with any helpful information. Because this process is considered “adversarial” a claimant does not have a right to justifiably rely on anything an adjuster says about the terms and conditions of the policy and/or the merits of the claim. See *Apkan v. Farmers Insurance Exchange, Inc.* 961 So.2d 865 (Ala. Civ. App. 2007): Insurance adjuster has no duty to help or assist claimant. In fact, adjuster’s duty is to protect the insurance company. *Southern Bakeries Inc. v. Knipp*, 852 So. 2d 712 (Ala. 2002): If a party owes no legal duty of disclosure to another, then material facts can be suppressed without recourse for failure to disclose.

C. Types of Insurance Claims and Related Statutes of Limitations:

Insurance claims can be generally classified into one of two types: a “Direct” claim or a “Liability” claim. The most important thing for a claimant to know is the Statute of Limitations for each of these types of claims. **The Statute of Limitations is a prescribed period of time wherein a party can file a civil lawsuit seeking compensation and/or benefits. If a civil lawsuit is not brought by the aggrieved party within the Statute of Limitations prescribed by law, the case will be forever barred.**

1) A **direct claim** is a claim you present directly to an insurance company from whom you have bought a policy for the covered loss. For individuals this could be a claim under a homeowner policy they purchased for their home. For a business, this could include a theft of property claim, or a business interruption loss claim, or a fidelity claim, etc. against the comprehensive coverage provided to the business. The easiest way to think about it is by “following the premium.” If you or your business paid the premium for the coverage and you are now making a claim against that same coverage paid for by the premium, it would be considered a “direct claim.”

In Alabama the Statute of Limitations for a contract dispute is six years from the date of the breach of contract. An insurance policy is a contract between the customer and the insurance company. This means if there is a dispute as to benefits or coverage for a direct claim, the parties have up to six years from the breach of contract (denial of the claim) to bring a lawsuit related to that matter.

2) A **liability claim** is made against another person or entity for causing a loss. The “liable” or “responsible” person then turns the claim over to his general liability carrier to adjust and pay the loss, assuming it is a covered loss. A classic example of a liability claim is if you were to run into the back of the car ahead of you that was stopped in traffic. The person you ran into may have a liability claim against you for property damage via the liability coverage of your automobile insurance policy. Upon being notified of the claim, your auto-insurance company would assign the claim to an adjuster to determine if you were legally liable for causing the accident and damage. If so, then the adjuster would pay the property damage to the other person. If your car was also damaged in the collision, you may have a direct claim against your auto-insurance company under the “collision” coverage for your property damage, probably less a deductible.

Since a liability claim is made against the individual or entity that is legally responsible or liable for the loss, the Statute of Limitations in Alabama for a liability claim is generally two-years from the date of the incident that caused

the damages. Depending upon the degree of fault or level of culpability the Statute of Limitations may exceed two years; however, these are rare situations and for practical purposes, you should always assume a liability claim has a two-year statute of limitations.

IMPORTANT NOTE: *There are specific notification requirements for claims against municipalities and/or other governmental agencies. Failure to comply with these notification requirements could block or prohibit a claim even within the generally prescribed Statute of Limitations. Also, readers are reminded that the above information is provided as a general guideline. Laws related to the various recognized statute of limitations are subject to being modified by legislation and/or judicial interpretation. If you are uncertain as to the statute of limitations for a specific claim, please consult with an insurance claims attorney.*

2. AUTO-INSURANCE COVERAGES IN GENERAL.

Consumer Note: *When shopping for auto-insurance coverage it is important to know what types of coverage you will need and what limits you want so that you can compare policies with similar benefits.*

A. Summary of Auto-Insurance Coverages: Alabama is NOT a “no-fault” State. We look to the at-fault driver to be responsible for the monetary damages he or she causes (liable). There are five basic types of coverage that can be found in most “full coverage” auto-insurance policies in Alabama. Liability, Collision, Comprehensive, Medical Payments and Uninsured/Underinsured Motorist Coverage. However, it is important to remember there is no legal definition in Alabama for the term “full coverage.” A company’s definition of full coverage may include other insurance such as rental and/or towing and another company may only include three or four of the five basic coverages set forth above. Premiums are assessed based upon what coverages are selected and the amount of coverage afforded for each selected coverage.

B. Liability Insurance Coverage: This coverage protects you if you cause an auto-crash and damage someone’s car and/or hurt another driver or their passengers. Since 2000, Alabama has been a mandatory auto-liability insurance State. Meaning all drivers of a vehicle on a public road are required to have specific liability coverage for property damage and personal injuries they may cause. (See Ala Code §32-7A-4) The minimum liability limits are commonly expressed as 25/50, 25. With 25/50 representing a required minimum of \$25,000 per injury and \$50,000 for all injuries and \$25,000 for all property damage caused per accident. Please keep in mind that even though Alabama is a mandatory liability insurance State, 25% of the drivers on our roads do not comply with this law. Also, of the remaining 75% driving with liability insurance, almost half of those drivers are only carrying the required

minimum coverage amounts described above. So if you are a victim in an accident there is a strong likelihood the at-fault driver may not have insurance or may not have enough insurance to cover your damages.

C. Collision Insurance Coverage: This coverage protects you if your vehicle is damaged in an accident. The collision coverage will protect you up to the selected amount less the selected deductible. This type of coverage is not mandatory; however, many banks or finance companies require you to carry an appropriate amount of collision coverage so as to protect the collateral of the loan. This coverage can also be used if the at-fault driver does not have enough property damage liability coverage or there is a dispute as to who was at-fault in causing the accident.

D. Comprehensive Insurance Coverage: Similar to collision coverage this coverage protects you if your vehicle is damaged in some way other than an accident. This includes, theft, fire, flood, hailstorm, etc. It is not mandatory in Alabama and is also subject to the selected coverage and deductible amounts.

E. Medical Payments Insurance Coverage: Commonly referred to as “med-pay”, this coverage pays for medical bills incurred by you and/or your passengers as a result of an accident. It is a no-fault coverage meaning it is available to you and/or your passengers regardless of who caused the accident. In Alabama the typical med-pay limits range from \$1000 to \$5000 per claimant. It is not a mandatory coverage and is considered a “non-rated” claim. Meaning a med-pay claim by you or your passengers will not be used to increase your auto-insurance premiums.

F. Uninsured/Underinsured Motorist Insurance Benefits*: This is a required coverage for all auto-insurance policies sold in Alabama (See Ala Code §32-7-23); however, this coverage can be expressly rejected by a customer. Usually a signed waiver or e-signature is required to reject UM/UIM coverage. This coverage allows you and/or a person injured in an accident caused by someone else, to collect all personal injury damages allowed by law if the at-fault driver does not have liability insurance or does not have enough liability insurance for the injuries and damages he or she caused.

** IMPORTANT NOTE: There are specific notification requirements related to this coverage and certain conditions that must be met to secure these benefits. If you have a potential uninsured or underinsured motorist injury claim, you are strongly encouraged to consult with an attorney or in the very least read the policy for all notification requirements and conditions related to this type of claim. Failure to comply can result in the coverage being voided!*

G. Auto-Insurance Coverages: There are several other coverages available to consumers under auto-insurance policies. These are not mandatory but are still subject to the legal issues discussed in Section 1A and 1B above. These can include rental car coverage, towing and/or roadside assistance, new part replacement, new vehicle replacement guarantees, uninsured motorist property damage coverage, deductible waivers, etc. There really is no limit to the various types of additional coverages a company may offer; however, just as with the five main types of coverages discussed above, you will pay a certain premium amount for the miscellaneous coverages you select.

H. Subrogation: Almost all automobile insurance policies have a subrogation clause. This allows, and requires, them to be repaid for any benefits they provide you and for which you make a recovery from another insurance company. E.g., You are in a crash and the at-fault driver's insurance company is taking too long to fix your car. You decide to use your collision coverage and then later the at-fault driver's company decides to pay. You get to keep your deductible but your insurance company is entitled to their money back. This is known as subrogation. Failing to repay duplicate proceeds or hindering your insurance company's subrogation rights can void benefits and coverage.

3. PROPERTY DAMAGE CLAIMS.

In Alabama, the measure of damages for personal property is the difference in value of the property before the accident and after the accident. Generally, this means that if a vehicle can be repaired it must be returned to its pre-accident condition. Also included in a liability claim for damaged property are all damages or expenses that are reasonably related to the damaged property. This typically encompasses rental car expenses incurred while the vehicle is inoperable or being repaired. A liability claim may also include a claim for diminished value.

A. Total Loss Laws: Under Alabama law when the cost of repair for a vehicle is 75% or more of its fair retail value then the vehicle is deemed a total loss. Ala Code Sec.32-8-87(d) In such a situation the insurance carrier buys the vehicle from the claimant for the fair retail value of the vehicle and then applies to the State for a Salvage Title.

CONSUMER TIP: *If you think the adjuster's valuation of your vehicle is low, ask the adjuster to provide you with the CCC Valuation Report. Review the valuation report to make sure information about your vehicle was correctly entered. Mistakes in details such as mileage, options, transmission type, and/or engine size can make a difference in the reported fair retail value of your vehicle.*

In a total loss situation some claimants find themselves owing more on the car than the fair retail value of the vehicle. This means they may still owe money on a car that they no longer have or can use. The insurance company is not responsible for money owed on a vehicle in excess of its fair retail value. If you think you might be in this situation, then immediately check with the bank or finance company that provided the car loan to see if you purchased GAP Insurance when you financed the vehicle. GAP Insurance pays the difference between the fair retail value and the balance owed on the vehicle. The finance company can provide you with information and claim material for this type of claim.

CONSUMER TIP: GAP Insurance should be purchased if there is little or no equity in the vehicle; however, check with the dealer and/or finance company to make sure you can drop the GAP coverage once the equity and fair retail value of the vehicle equals or exceeds the finance price. In other words once the “GAP” is gone there is no longer a need for GAP Insurance.

B. New Parts or Used Parts: There is no requirement under Alabama law that an insurance company replace damaged parts on a vehicle with brand new parts. Used or after-market parts may be used for repairs as long as the parts to be used are comparable to the parts being replaced and return the vehicle to its pre-accident condition.

C. Choosing a Body Shop: Usually you have a choice between a body shop you select or a “preferred” body shop of the insurance company. Because “preferred” body shops often offer discounts or benefits to the insurance company, some insurance companies push very hard for claimants to use their “preferred” body shops. If you want to use a body shop other than the “preferred” shop, you can, unless there is a specific requirement in the policy to use the preferred shop.

4. PERSONAL INJURY AND WRONGFUL DEATH CLAIMS.

Important Note: Under Alabama Insurance Regulations, property damage claims and personal injury/wrongful death claims are considered separate claims. This means you can resolve or settle the property damage claim for your vehicle even if you are still under medical care for injuries. Many insurance companies will have you sign a “Property Damage Release” when the property damage claim is resolved. As long as you are not signing a “General Release of All Claims” this will not hinder the injury or wrongful death claim. Because they are separate claims, an insurance company can still come back and deny the injury claim even if they have paid the property damage claim.

A. Personal Injury Claims: If you are injured through the fault of another driver then under Alabama law, a claim for personal injury may include compensation for the following damages: 1) medical bills, 2) lost wages, 3) future medical bills, 4) future lost wages, 5) diminishment in earning

capacity/future lost wages, 6) permanent injury and/or scarring, 7) pain and suffering, 8) mental anguish and emotional distress, 9) future pain and suffering and 10) future mental anguish and emotional distress.

B. Wrongful Death Claims: Alabama law is very unique when it comes to wrongful death claims. Most other jurisdictions try to compensate family members for the loss of a loved one based upon the “economic” value of the lost life. Alabama holds that all lives are precious and the damages for wrongful death claims should be assessed on the degree of the wrong that took the life, not on the economic value of the life that was taken. Wrongful death claims are prosecuted by the personal representative of the deceased (or the parents of a minor child.) Wrongful death proceeds are passed to the heirs of the decedent based upon Alabama Code §43-8-41. The proceeds are not subject to the claims of creditors of the decedent.

C. Burden of Proof: The claimant carries the burden of proof as to each and every element of the damages claimed. For example claimed medical bills must be shown to be medically necessary, with reasonable and customary charges and caused by the accident in issue (causation). If these three elements are not proven, then the insurance company is not liable for paying the claimed bills. Under Alabama law, medical causation must be established to a reasonable degree of medical certainty. This means that medical bills that “might be” or “may be” caused by the accident in issue are generally not going to be compensable. To claim future damages it must be shown that the damages are reasonably certain to be incurred or suffered.

D. Standard of Proof: All insurance companies have an established protocol or process for determining whether or not the claimant has adequately met the burden of proof so as to justify paying the compensable damages for an injury. For payment of medical bills, this process often involves a detailed review of the claimant’s medical records as well as a review of the claimant’s past medical history. For claimed lost wages, this process will usually involve a review of the claimants past tax returns and verification from the claimant’s employer. Also, most insurance companies have guidelines as to how and when damages such as pain and suffering may be authorized.

E. Lump Sum Settlement of an Injury Claim: When the time comes to settle an injury claim it is generally done in one lump sum payment that encompasses all of the claimable damages set forth in paragraph 4A above. Simply put, the negotiation and settlement of an injury claim is done in total and the amount discussed is not the claimant’s net recovery. Some insurance companies require that payments be made directly to hospitals or health insurance companies from the overall lump sum settlement and this is

sometimes not disclosed until after the settlement has been negotiated. The insurance company will require the claimant to sign a General Release of All Claims - Known and Unknown - when accepting that lump sum settlement. Alabama law strictly construes the execution of a Release and it is practically impossible to undo a Release and seek additional money from an insurance company.

IMPORTANT NOTE: *Some insurance companies try to get potential claimants to sign a General Release of All Claims shortly after a crash by persuading the claimant they are just receiving a little compensation for their “inconvenience” and any “minor out of pocket expenses” they may have.*

F. Subrogation/Liens: Hospitals, health insurance carriers, and governmental programs (Medicare and Medicaid) can seek reimbursement from an auto-crash injury settlement regardless of whether a direct or liability auto-crash claim. Private health insurance carriers rely on their plan’s policy language and governmental entities/hospitals rely upon statutory law. It is critical to discuss these potential reimbursements with an attorney before agreeing to re-pay as there are laws that may benefit a victim. For instance, Ala Code § 35-11-371 requires hospitals to file claims with a private health insurance carrier before asserting a hospital lien against a direct or liability auto-crash claim.

5. INFORMATION ABOUT HIRING AN ATTORNEY.

Alabama law provides very limited regulations on attorney advertising. This means lawyers can make all kinds of claims about money they’ve recovered for car accident victims. Many of these commercials have small almost microscopic disclaimers saying: “Not an actual case” or “Dramatization: Not an Actual Case” or “Not a Typical or Expected Result.” The attorney featured in the commercial is often not the lawyer who will handle your case. Instead, much of the work is done by case managers, paralegals, and associates. Here are other important things to know about hiring an attorney:

A. Free Consultations: All personal injury attorneys provide free consultations. Some injury claims do not warrant hiring an attorney or some claimants are simply reluctant to hire an attorney. Whether you think you’ll need an attorney or not, anyone with an injury claim should consider consulting with an experienced auto-crash injury attorney as soon as possible after an accident. You should always meet or speak with the attorney who will be handling your file before hiring him/her. Do not solely rely upon the opinions of an intake specialist, case manager, or paralegal when hiring a law firm. Additionally, an early consultation can give you some guidelines as to when it may become beneficial to hire an attorney for your claim.

B. Contingency Fees: All personal injury attorneys provide free consultations and work on a contingency fee arrangement. That means a fee is only paid if the attorney is successful in recovering money for the client. You should be given a copy of any fee agreement you sign as well as copies of other claim related documents. Additionally, be wary of firms that charge “administrative” or “document” fees.

C. Settlement Mill Approach: Many high-volume firms operate as a “settlement mills,” focused on settling cases quickly to maintain cash flow for advertising. This can mean the firm will accept lower settlement offers rather than spending the time and resources to maximize your compensation.

D. Go to Trial: While most of all claims will settle either pre-lawsuit or post-lawsuit process, it is inevitable that a few cases will need to be tried before a jury to maximize settlement value for the injured victim. Before hiring a lawyer, make sure he/she has courtroom experience.

E. Personal Attention: Many high-volume firms do not provide individualized attention. The business model prioritizes getting a high volume of cases rather than focusing on the unique details and complexities that can drive up the value of the claim. Do not be treated as just a number, be a top priority.

6. PREPARING FOR AND PROVIDING YOUR RECORDED STATEMENT

Schedule the Recorded Statement for a time and date that allows you to be fully prepared. DO NOT simply answer the phone and agree to give a statement without having prepared. Simple mistakes such as direction of travel or inaccurate time or distance estimates can easily result in a claim denial. Also, remember, determining “fault” for causing a motor vehicle crash requires an interpretation of facts and law. When giving a recorded statement your job is simply to report the facts accurately and truthfully. By following the simple ideas and suggestions below, you will help make sure you are prepared and the recorded statement is correct and helpful in the claim resolution process.

A. PREPARE FOR THE STATEMENT

1) Review the accident report before giving the statement. If you do not have the accident report, get a copy or ask the adjuster to furnish you with a copy before scheduling the statement. [Most legitimate insurance companies will mail, fax or e-mail you a copy of the accident report but just as with getting a transcript of your statement, you have to ask for it.]

- 2) Make sure you know your direction of travel and the name of the road you were on. You will also need to be able to identify the direction of travel for the other driver and what road he or she was on.
- 3) Make sure you know the time of the collision.
- 4) Review in your mind your route of travel and be able to tell the adjuster where you were going and the purpose of your trip.
- 5) Know the names of all passengers and if possible their contact information, especially if you believe they can help validate your account of how the collision occurred.
- 6) You will need to know the weather conditions and if safety belts and/or child restraints were being used by you and your passengers.
- 7) You will need to be prepared to describe the property damage to your vehicle and the other involved vehicles as well as describe the post-collision position of the vehicles.
- 8) You will need to have the contact information for any witnesses known to you.
- 9) You will probably be asked for information about your employment such as how long you have been employed, the type of work you do and your job's physical requirements, your pay rate and the name and telephone number of your immediate supervisor. NOTE: If you are making a lost wage claim or loss of revenue claim, you can anticipate a more detailed inquiry into these areas.
- 10) If you were injured, even slightly, you need to be prepared to describe your injuries with specificity and in detail. Your description of your injuries should always be honest and never exaggerated but you need to make sure all injuries are mentioned. Bruises and small contusions from seat belts are often forgotten or not mentioned as are small cuts or abrasions. If you have received medical attention, or are still receiving medical care for injuries from the collision, be sure you have the healthcare providers name, address and telephone number available and be prepared to tell the adjuster about the number of visits and what you have been told about your injuries. Also, if you were injured in the collision and making a bodily injury claim for medical bills and related damages, be prepared to answer questions about your past medical history, i.e., other similar injuries, other prior accidents or incidents, etc.
- 11) Ask if you will be given a chance to review the statement or at least be given a transcript or copy of the statement. [Most legitimate insurance companies will provide a copy but you must ask for it.] If the adjuster wants to know why you want a copy you can explain it is simply to make sure the transcript is accurate and that you would like to have a chance to correct any mistakes and/or inaccurate responses.

B. WHAT TO DO WHEN GIVING THE STATEMENT:

- 1) Relax and try not to be nervous.
- 2) Be polite and use yes or no instead of uh-huh or uh-uh. The later responses can be very difficult to discern and transcribe and are easily transcribed incorrectly. Also, remember this may be your only chance to interact directly with the insurance company. For the remainder of the claim process, you are primarily just another claim number to the insurance company. You want to make a good impression.
- 3) Answer the question. Many times people go into a long narrative in response to a simple question. Try to be concise and accurate in your response.
- 4) Confirm on the record that you will be getting a transcript or copy of the statement. Many companies will now send you a digital sound document of your statement by e-mail.
- 5) If you were injured in the collision and anticipate making a bodily injury claim, ask the adjuster on the record and at the end of the statement if he or she has a preferred healthcare provider or doctor you need to go see to verify or validate your injuries. Most of the time at the end of the statement the adjuster will give you an opportunity to say or add anything to the statement and this is the perfect time to ask the adjuster about a preferred healthcare provider. **WHY THIS IS IMPORTANT.** Most companies do not have preferred healthcare providers for you to see and most will not ask you to see a doctor of their choice to validate the claim, but by offering to do so, you are telling the adjuster early on that your injury claim is legitimate and meritorious because you are willing to allow them to “independently verify” the truthfulness of your injury claim. Obviously in catastrophic injury situations or broken bone claims, this offer is not as important, but if you have a soft-tissue injury such an offer can help establish in the adjuster’s mind that your claim is legitimate and you are not trying to present a fraudulent or exaggerated claim.

C. WHAT NOT TO DO WHEN GIVING THE STATEMENT:

- 1) Do not exaggerate or overstate any aspect of the collision or your injuries. Be honest and candid in your account of the collision and your injuries.
- 2) Do not speculate. If you do not know an answer it is OK to say you do not know; however, try to give an estimate if at all possible. NOTE: Excessive use of “I don’t know” is often considered by adjusters as being deceitful or not completely honest or candid.
- 3) Do not give out personal information such as your date of birth and your social security number during the statement. You can confirm the last four digits of your social security number but in this day and age of identity theft

it's better not put your personal information into a statement that will be transcribed by someone you do not know. Understand the adjuster will need this information to process your claim. We are not advocating that you not provide said information, we just do not believe the recorded statement is the appropriate place to disclose said information. Often times this information can be confirmed with the adjuster after the statement is over and the recorder is turned off.

4) Do not agree with any commentary or suppositions asserted by the adjuster about your actions or details of the collision. In other words, do not let the adjuster “put words in your mouth.” NOTE: Most legitimate insurance companies do not allow adjusters to do this, but some companies encourage, or do not strongly discourage, this type of gamesmanship by their adjusters. Some examples: “So you’re saying you’re really not hurt that bad and aren’t going to need medical care.” - “OK, if I understand what you’ve said, you’re not really really 100% certain the accident was our insured’s fault.” - “Based on what you’ve told me so far, wouldn’t you agree that you could have avoided this collision if you would’ve swerved just a split second sooner?” - “So based upon what you’ve told me about your work requirements, wouldn’t you agree you could probably be working even though your doctor told you to stay off work for two to three weeks.” If you find yourself confronted with this situation, you can simply tell the adjuster you are not going to agree or disagree with any of his or her characterizations. Also, if you do not believe the adjuster is being fair to you because of these type of forced questions, stop the statement. Giving a recorded statement is a courtesy and if the adjuster is going to abuse that courtesy then you have a right to stop or cancel the statement.

NOTE: If you stop or cancel the recorded statement for whatever reason, send a written communication to the adjuster documenting why you felt it necessary to cancel or stop the statement. If you do not believe the adjuster was being fair or if he or she was rude and/or ugly, describe the adjuster’s behavior in detail. Try to be understanding of the adjusters job and position. While most adjusters handle themselves in a professional and civil manner please remember because of continued cut-backs by insurance companies, most adjusters are overworked, underpaid and mostly unappreciated by their company. Sometimes the stress of their job is reflected in the way they communicate with claimants. So even if the adjuster is having a bad day, try not to react in-kind. Stay calm and polite. Ask for a transcript and if the insurance company sends you a transcript or digital recording of your statement, take time to review it as soon as possible. Send a written communication to the adjuster with any corrections. Also, if you think one of your responses may need further explanation or more details, make the additions in the written communication.

CONCLUSION

Auto-crash claims are complex. In smaller claims, it may not be economically feasible to hire an attorney but if your claim involves a personal injury, you should consider consulting with an experienced auto-crash attorney. Our firm has been helping auto accident victims for over 30 years and we understand how to get Reserves properly set for each claim. Please call us today for a free consultation The lawyers at Boteler Richardson Wolfe - Injury Lawyers can help you and your family. 251 433-7766.

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WHAT TO DO AT THE ACCIDENT SCENE

Having a motor vehicle crash is never a planned event. Accident scenes can be chaotic with high levels of anxiety and worry. Yet being prepared and knowing what to do at the scene can make a big difference in how easy or difficult your insurance claim will be. Here are some important tips and reminders:

Stay calm. Getting upset only makes a bad situation more difficult. Maintain your composure even if the other person doesn't.

Check for injuries and call the police. Even if the accident is minor call the police. Notify them of injuries so that they can call for medical assistance.

Don't move an injured person - unless they are in immediate danger.

Don't leave the scene of an accident. Even if the other driver says its okay. They could later file for injuries or you could be accused of a hit and run. Wait for the police to arrive and let them tell you when you can leave.

Try to protect the scene of the accident. Don't move your vehicle unless it impedes traffic or it's necessary to prevent further damage. (Have a kit with emergency cones, triangles or flares.)

Don't blame the accident on anyone -- including yourself. Even if you might be at fault, don't say so to anyone. Give your full description of the accident only to the police officer.

Exchange information with the other driver. This includes:

- the license plate number, make, model & color of other vehicles
- names & addresses of all drivers/passengers
- drivers license numbers (note if driver is different from vehicle owner.)
- insurance company information.
- name and address of witnesses.

Use your smart phone. Capture the following if possible:

- take photos of the scene including any skid marks or gouge marks
- take photos of the damaged vehicles including, if possible, any interior damage
- take a video or audio statement from witnesses, get their contact information
- take photographs or video of any related traffic lights to document their function

Ask the officer how you can get a copy of the police report.

Get the accident report as soon as possible and review it for accuracy.