

**WHEN THE
OPEN ROAD IS**

NOT SO FRIENDLY

GUIDE TO MOTORCYCLES ACCIDENT CLAIMS



Joseph M. Ghabour, Esq.
JOSEPH M. GHABOUR & ASSOCIATES, LLC

**WHEN THE
OPEN ROAD IS**

NOT

SO FRIENDLY

GUIDE TO MOTORCYCLES ACCIDENT CLAIMS

Copyright © 2011 by Joseph M. Ghabour

All rights reserved. No part of this book may be used or reproduced in any manner whatsoever without written permission of the author.

Printed in the United States of America.

ISBN: 978-1-59571-727-6

Word Association Publishers
205 Fifth Avenue
Tarentum, Pennsylvania 15084
www.wordassociation.com
1-800-827-7903

**WHEN THE
OPEN ROAD IS
NOT
SO FRIENDLY**

GUIDE TO MOTORCYCLES ACCIDENT CLAIMS

Joseph M. Ghabour

Word Association Publishers

www.wordassociation.com

1-800-827-7903

Table of Contents

Introduction—Why Motorcycle Accidents Are Different 7

I've Been Injured in a Motorcycle Accident—What Should I Do? 12

Part I: Prevention and Preparation

Debunking Motorcycle Myths and Misunderstandings 19

Understanding and Avoiding Motorcycle Accidents 25

Thoughts on Helmets 34

Insurance—A Brief Guide 40

What to Do at the Scene of an Accident 53

Part II: Presenting a Successful Claim

How Do I Find the Right Lawyer for My Case? 61

A Letter to Your Doctor: Documenting Your Patient's Injuries . . . 69

Why the Insurance Adjustor Is Not Your Friend 74

Part III: The Litigation Process

An Introduction to Accident Litigation 81

The Deposition 89

Towards a Glossary of Personal Injury Legal Terms 98

Afterword 112

Introduction

Why Motorcycle Accidents are Different

My name is Joseph M. Ghabour and I wrote this book because I wanted as many people as possible to benefit from my years as a personal injury attorney. In helping my clients to understand their cases and the law, I've come to see just how powerful a little knowledge can be. In my practice, as well as in this book, my intention is to give people the knowledge they need to empower themselves and—no less importantly—to put their minds at ease.

If you've recently been injured in a motorcycle accident, peace of mind is probably in short supply. My hope is that, in reading this book, you'll better understand what happened to you, what steps you should take now to secure a fair settlement and what to expect in the future from the process of personal injury litigation.

Of course, this book is not intended to substitute for the individual counsel of an experienced personal injury attorney—no book, in fact, could fulfill such a function. If your injuries are serious and your property damage substantial, you must immediately seek a consultation with a qualified personal injury attorney, one who understands what sets motorcycle accidents apart.

If I've learned one thing in representing motorcycle accident victims, it's that grouping motorcycle accidents with other motor vehicle collisions, treating them as more or less equivalent, is a mistake. They are not equivalent. Truly understanding motorcycle accidents—understanding them on their own terms—means understanding motorcycles themselves, the way other drivers react to them on the road, as well as the myths and prejudicial attitudes about motorcyclists that are commonly held.

Motorcycling, like many of the activities we engage in daily, means assuming a certain amount of risk. However, this doesn't mean that

motorcycles can't be ridden safely, or that motorcycling is somehow reckless or irresponsible, as many—I'm sorry to say—continue to believe. In my experience, one of the greatest threats to the injured motorcyclist is what I call the "myth of fault." This attitude takes for granted the idea that motorcycling is inherently irresponsible and that, by this logic, the injured motorcyclist should bear much of the responsibility for the accident by virtue of simply having decided to ride a motorcycle in the first place, regardless of what actually caused the particular accident.

The tragic irony is that many, if not most, collisions between cars and motorcycles are the result of the driver's negligence, not the motorcyclist's. Specifically, drivers often fail to even see, much less properly gauge the speed of, nearby motorcycles. In all likelihood, this was precisely what precipitated the accident for which you are seeking fair redress.

The virtually inevitable result of the drivers' failure to detect or properly accommodate motorcyclists on the road are injuries more severe than those a victim would have suffered in a comparable car crash. Because injuries to the motorcyclist are often serious and require ample recovery time, the cost of adequate medical treatment can be significant—in most cases far too great for the motorcyclist to pay for out-of-pocket. The injured motorcyclist both needs and deserves adequate compensation for his or her losses: the cost of medical bills, missed work, lost earning potential and—no less importantly—the pain and suffering endured as a result of the accident.

This book begins with the chapter "I've Been Injured in a Motorcycle Accident—What Should I Do?" If you've recently been in a motorcycle accident, chances are you want to know what to do. That's why I decided to think like a journalist and put the most important information at the very beginning.

The remainder of the book is divided into three parts. Part I, entitled "Prevention and Preparation," begins with a chapter on

the myths and misunderstandings, which we alluded to earlier, that injured motorcyclists often come up against in the process of seeking a fair settlement. The following chapter, “Understanding and Avoiding Motorcycle Accidents,” discusses a number of principles and practices for safe riding that have come out of my experience as an attorney, as well as decades of research on the most common contributing factors in motorcycle crashes. We then turn to the topic of motorcycle helmets—what we know about their effectiveness, how they work and how to select a well-fitting helmet that’s right for you.

Part I continues with a chapter devoted to insurance. All too often we purchase our insurance without understanding the coverage we have acquired. Understanding the various types of coverage—those that are required by law and those every biker should possess—will help you use your money wisely and achieve the greatest degree of protection for yourself and your family. The last chapter, “What to Do at the Scene of the Accident,” covers the proper steps to take in the immediate aftermath of a collision in the interest of safety and of laying the groundwork for future claim.

Part II—“Presenting a Successful Claim”—comprises three chapters. The first chapter is designed to help you sort through the overblown claims and confusing language found in lawyer advertising. Most importantly, it gives you sound advice on how to find a lawyer who is truly qualified to handle your case, one that will actually deliver the level of representation that you need to achieve justice on behalf of you and your family.

The following chapter in Part II takes the form of “A Letter To Your Doctor,” which explains how to document your injuries in a way that the insurance company computer will best understand. This documentation is going to serve as the foundation of your case, and securing adequate compensation will depend on whether the insurance company understands the full extent of your injuries and

the medical care you need to recover. I wrote this chapter as a way to facilitate a conversation between you and your physician on the all-important subject of injury documentation.

The final chapter in Part II, “Why the Insurance Adjustor is Not Your Friend,” provides advice on speaking with insurance adjustors and negotiating your personal injury settlement. Though this information is primarily intended for those involved in minor accidents, in which the victim can effectively negotiate on his or her own behalf, the advice it offers is no less important to consider for those who hire a professional advocate.

And finally, Part III—“The Litigation Process”—opens with an introductory chapter on personal injury litigation. It is an unfortunate reality that many serious accident cases will require litigation in order to obtain adequate compensation for the victims’ injuries and property damage. Although your attorney will be your primary source of information on the litigation process, this chapter will give you some insight into what you will face as an individual plaintiff, as well as a number of tips on how to deliver a compelling testimony. Understanding the litigation process at this level will help you make an informed decision to proceed with litigation and give you a better understanding both of what to expect during the process and how to use the system to your best advantage.

Giving an honest, consistent and effective deposition is one of the victim’s most important responsibilities during litigation. My friend and accomplished California trial attorney David Miller has written an invaluable guide to doing just that. Following his personal recommendations will all but guarantee a successful deposition. Part III ends with a partial glossary of personal injury litigation terms—a handy reference that you might consult if confronted with unfamiliar legalese—provided by good friend and exceptional trial attorney Christopher M. Davis.

Thank you for your purchase of *When the Open Road is Not So Friendly-Guide to Motorcycle Accident Claims*. I sincerely hope the information and understanding you gain will help serve to protect the well being of you and your family at what can undoubtedly be a difficult time.

Kindest regards,
Joseph M. Ghabour

I've Been Injured in a Motorcycle Accident— What Should I Do?

A motorcycle accident is a traumatic experience. On top of the physical pain from injuries sustained, there's the emotional turmoil that inevitably arises—the fear from not knowing what will happen and the confusion from not knowing what to do. In working with clients, I've seen that the sense of having lost control over one's life can easily become overwhelming.

I hope that this chapter, which covers the most important actions you can take following your accident, will in some small way mitigate the sense of powerlessness, giving you a clear course of action and the certainty that you are doing the right thing for yourself and your family.

Write an account of the accident

Your memory of the accident is a valuable source of information, but it becomes less and less reliable as time passes and important details can be forgotten. So, as soon as you can, sit down and write a detailed account of the accident, being careful to leave nothing out. To help you do this, I've created the *Diary for the Injured: A Workbook for Recording your Injuries and Losses*, an easy-to-use tool designed to ensure that all critical information regarding the accident is recorded. If you haven't already, I highly recommend acquiring a copy. This record could make an important contribution to the success of your case.

You may have gotten into an accident that you feel was clearly the fault of the driver, and it's tempting to assume that because the truth of the situation was so obvious, there's little need to be so meticulous in collecting information and making records. The reality, however, is that claims can be denied for virtually any reason, no matter how unmistakable the driver's negligence was at the time of the accident. It's impossible to know exactly what will later prove to be significant

in the success of your claim. By taking these steps, you are helping to ensure that you will be able to obtain the financial resources you need to fully recover.

See a doctor

If you sustained an injury in your accident, no matter how minor you think it is, see your doctor immediately—this is one of the most important pieces of advice I can offer, not only for your health, but also for the success of your claim. Some injuries you'll be aware of immediately—abrasions or fractures, for example. However, many of the most common injuries don't become symptomatic until hours and even days later. Although damage to soft tissue occurs immediately, you may not feel it for some time. That's why it's so important to see your family physician immediately, and in-person. That way, the doctor can give you a full evaluation and document your injuries.

And don't just see a doctor, but *listen* too. Your condition can become chronic and permanent if not properly treated, and your physician is the best judge of the necessary treatment. If your physician recommends physical therapy and on-going care, listen and follow those recommendations. Sadly, I've seen a great many people ignore their doctor's directions, taking the attitude of "it'll heal on its own," only to find that their injury becomes more painful and debilitating as time wears on.

Document your injuries

When it comes to receiving fair compensation from insurance companies, documentation is everything. Records, we might say, are the language of insurance adjustors, and to get what you need to fully recover, you have to learn to speak their language. But now, more and more, the work of insurance adjustors is being delegated to computers, and in a later chapter we'll discuss the computer programs currently being used by the industry to evaluate your case. If the required documentation is not entered into the program,

and in terms that the computer can understand, the program will not properly evaluate your injury and you will be denied fair compensation.

Both you and your doctor are responsible for documenting your injuries, but each of you is looking at the situation from somewhat different, though equally important angles. Your physician is responsible for recording the nature of your injury, any diagnostic procedures you undergo and all care and treatment you receive—in other words, from a medical perspective. Your job is to record the ways in which your injuries impact you from a personal perspective: the pain you feel, the activities you can no longer engage in and any other ways in which the injuries have impacted your life.

To help you, your doctor and your attorney ensure that the full extent of your injuries are understood and well documented, I urge you to use *The Injury Victim's Diary*, which I mentioned above. In addition to helping you record important details of the accident, it is also designed to help you document your injuries. It contains both specific questions regarding your symptoms and a convenient format for tracking them over time.

Report the accident to your insurance company

You have an obligation under the terms of your automobile insurance policy to immediately report, truthfully and completely, any automobile accident you are involved in.

Contact a qualified injury attorney

Because motorcycle accidents tend to cause more severe injuries than collisions between cars, is most often the victim's best interest to immediately contact an attorney with experience handling these types of cases. *Unless you escaped the accident with the most minor of injuries, you should consult with an attorney even before reporting the accident to your insurance company.*

Why? Because your insurance company is not always on your side. It all boils down to money. If you are seeking compensation under the other driver's insurance policy, then your own insurance company can be a powerful ally. If, however, the situation requires that your insurance carrier cover some of your losses, suddenly their interests are counter to your own. While still honoring the terms of your policy, they are now looking to pay you as little money as possible. And when your insurance company is no longer on your side, you need someone who is, someone who can level the playing field, someone who can advocate for you and protect your interests. The problem is that it is not always clear ahead of time which insurance company is going to pay for what, and that's why I recommend consulting with an attorney in the event of a serious accident.

I also recommend speaking with an attorney before discussing the accident with the other driver's insurance carrier. Think about it. You intend to show that the other driver was at fault and that his or her insurance should pay for your medical treatment and pain and suffering. The other driver's insurance company wants nothing of the sort. They would much prefer to show that you were at least partially at fault in the accident, and that they should therefore pay for only a certain percentage of your losses.

Educate yourself

As I mentioned in the introduction, my premise in writing this book is that, for someone injured in an accident, a little knowledge can go a long way towards achieving justice and peace of mind. Since you're reading this book, I can only assume you feel the same way. In my experience as an attorney, the most effective clients are continually seeking to empower themselves with an understanding of the legal process. Rather than resigning themselves to being a victim, they are committed to playing an active role in securing the fair outcome to which they are entitled. In your relationship with your attorney, don't hesitate to assert yourself. All attorneys worth their salt

encourage their clients to ask questions, become involved and seek to understand the legal process.

Relax

In light of your circumstances, relaxing may sound absurd or impossible. You may be facing serious injury, a mountain of medical bills and an uncertain future. Nonetheless, although the healing process will take time, healing will happen. At this point, you've done everything you can do to ensure that you are given the financial resources you need to get your life back on track. Rest assured that, having hired a qualified attorney, you're in good hands. When things go wrong, there's great value in knowing that you have experienced, professional advocate on your side. It's your attorney's job to fight for your interests and your rights. Though you should provide whatever assistance and information you're asked for, your most important job is to take care of yourself—body and mind—as best you can.

Part I

Prevention and Preparation

Debunking Motorcycle Myths and Misunderstandings

Any motor vehicle accident involving injuries is a challenging ordeal. However, the injured motorcyclist has more to contend with than the average injured driver. While it is the case that injuries from motorcycle crashes are more likely to be severe, what I'm referring to is subtler, but can nonetheless play a decisive role in terms of the victim's ability to secure a fair settlement.

What I'm referring to are the misunderstandings about motorcycling and prejudices about motorcycle riders that are all too common among the four-wheeled public, who comprise the majority of people in this country, a group to which the influential people in your personal injury case—the jurors, judge and insurance adjustors—are likely to belong.

Part of the job of a lawyer representing an injured motorcyclist—a critical part, often neglected, unfortunately—is dispelling these myths and misunderstandings about motorcycle riding and challenging the unspoken prejudices that are commonly held about bikers.

Consulting with an attorney who understands the biases and ignorance that the injured rider is up against can go a long way towards determining the outcome of your case. However, in my experience, the people who most benefit from hiring a qualified professional advocate are also able to intelligently advocate for themselves. I've included this chapter to help you make sense the ways in which you, your bike and your accident are commonly misunderstood. The following is a list of some of the myths and misunderstandings about motorcycles and those who ride them.

Motorcycle riders are aggressive and anti-social

Public attitude about motorcycling has thankfully improved over the last several decades. Not that long ago, bikers were almost universally assumed to be dangerous outcasts or criminals. Nonetheless, this prejudice still remains, albeit in a typically weaker form. Many people still assume, though sometimes subconsciously, that riding a motorcycle is equivalent to possessing certain personality traits that makes one dangerous companion on the road.

This, of course, is nonsense. Though motorcycling still carries the allure of a counterculture, it is thoroughly mainstream today. In 2005, there were in excess of 9 million motorcycles on the road in this country. As an attorney, successfully representing a motorcyclist injured in an accident means making sure that this worn-out stereotype does not color peoples' judgment in the case.

Motorcycle safety is a contradiction in terms

It's a well-known fact that riding a motorcycle carries a greater risk of injury and fatality than does driving a car. However, this neutral fact becomes detrimental to one's case when it is taken to mean that riding a motorcycle safely and responsibly is impossible. Worse still is the assumption that motorcycle riding is inherently irresponsible and that, as a result, the injured rider should bear ultimate responsibility for any injuries he or she sustains on the road. This is a version of what lawyers call an "assumption of the risk" argument—the idea that, merely by riding a motorcycle, one accepts responsibility for any harm that arises out of the inherent risks of the activity. In other words, if you lie down with dogs.... For most people who think this way, however, it's less a rational argument than a negative attitude towards motorcycling.

What the increased risk inherent in motorcycling actually means is that riding safely simply requires more attention, precautions and skill. It means that the safe rider, as a necessity, is *more* responsible than a safe driver.

Riding a motorcycle is basically like driving

When a non-rider attempts to understand motorcycling through the lens of his experience driving a car, it invariably leads to a distorted picture, one that misses some important realities about the physics of motorcycles. For example, motorcycles are more responsive to the rider's movements than cars. Another is that they are more susceptible to poor road conditions. However, they are also more maneuverable, which gives bikers more agility—and more of a chance to avoid an accident they see coming. The view that riding a motorcycle is basically like driving also obscures the many advantages of riding a bike over driving a car. Some of the following advantages benefit the motorcycle rider, but many benefit society as a whole.

Motorcycles...

- are far more fuel-efficient than cars and produce much less emissions.
- cut down on traffic.
- are less expensive to own and maintain.
- are easier to find parking for and take up less space.
- give their riders a sense of freedom, independence, excitement and focused relaxation, all of which amount to a meaningful psychological benefit.

Motorcyclists are always weaving around in their lanes

Drivers often complain that motorcyclists are constantly weaving in the lane, and they take this to mean that the motorcyclist is riding recklessly. What drivers don't understand is that these adjustments in position within the lane frequently serve a purpose. Experienced

motorcyclists will often move in order to be more visible to the cars around them, to avoid road debris or an uneven surface, to be able to see better themselves or to get out of a strong wind current. Many times, conscientious motorcyclists will also change their position in order to accommodate a nearby car. This is another case of ignorance about riding a motorcycle leading to a misinterpretation of riders' behavior, which then simply reinforces an unfortunate stereotype.

Lane splitting is reckless

This issue is specific to California, since it is the only state in which lane splitting is considered legal. Many California motorists mistakenly believe that lane splitting is against the law. The majority of others think it's merely unsafe and reckless. Each time such a person sees a motorcyclist getting out of line, it strengthens their perception that motorcyclists have little respect for the rules of the road, and that they give little consideration to their own safety or that of others. Because they lack the ability to bypass traffic themselves, there's probably more than a little jealousy behind drivers' resentment.

It would surprise most drivers to learn that, according to the famous "Hurt Report," lane splitting is actually *safer* in heavy, bumper-to-bumper traffic. Given the physics of motorcycle riding, this finding—counterintuitive for many—actually makes perfect sense. Motorcycles can more easily dodge and swerve around obstacles than they can come to a complete stop over and over again. It also gives motorcyclists a better view of what traffic is doing ahead of them, giving them more advanced warning than they would get staring at the rear of the car in front of them.

Motorcyclists are always speeding

This is another common misperception. Like drivers, there are certainly bikers who speed. But this stereotype also comes from the fact that the sound of motorcycles exaggerates driver's perception of

their speed. The problem for the injured motorcyclist is that this misperception is often put forward as an excuse, as a way of placing responsibility for the accident on the rider's shoulders. In fact, it is the most common defense offered by the driver involved. Successfully demonstrating that the motorcyclist was riding at a safe, legal speed at the time of the accident is often one of the most critical pieces of the attorney's task in representing the client.

Motorcyclists “come out of nowhere”

This is a line that one hears again and again in motorcycle accident cases. It's typically uttered by the negligent driver who simply failed to see the rider and is trying to claim that, rather than being in plain view, the motorcyclist magically appeared all of a sudden, not giving the driver enough time to correct the mistake. Motorcycles don't “come out of nowhere,” but it is true that, because drivers don't see them, it can often seem as though this is the case.

One of the most common accident scenarios between cars and motorcycles is the “left turn,” in which a driver makes a left turn into an oncoming motorcycle. These accidents occur because the driver either doesn't see the motorcycle at all, or decides that there is enough time to complete the turn. These accident cases are the result of two issues, both related to the motorcycle's smaller size. The first is that motorcycles are, on the whole, less visible than cars, simply because they are smaller. For this reason alone, many drivers fail to see them in time. The second issue is that drivers often misjudge the distance between themselves and the oncoming motorcycle. Drivers, whose perception of speed and distance is based on other cars, assume that the motorcycle is further away than it actually is because of how small it appears in their field of vision. When the motorcyclist appears in their vicinity much sooner than they were expecting, drivers often conclude—as they later claim during the personal injury case—that the biker was speeding.

The motorcyclist is almost always at fault

If one were to believe the mistaken assumptions we've discussed so far, what do you think would be the conclusion one would reach about motorcycle accidents in general? Unfortunately for accident victims, it's what lawyers call a "presumption of guilt." The motorcyclist is guilty until proven innocent. Even the judgment of police officers is not immune from this prejudice. It's common knowledge among attorneys that motorcycle accidents very often yield police reports that are overtly slanted in favor of the driver and against the biker. In these situations, a qualified, experienced personal injury attorney should do his or her own investigation into the accident and may consult with experts in the reconstruction of motorcycle collisions in order to determine what really happened and with whom the responsibility rests. The result of this kind of investigation often reveals that the injured biker, if not for the driver's lack of attention and familiarity with motorcycles, would have ridden away unscathed.

Understanding and Avoiding Accidents

Make no mistake about it: riding a motorcycle, as I mentioned—and as you are no doubt aware—poses greater risks of injury than driving a car. According to the NHTSA, based on statistics from 2006, motorcyclists are eight times more likely to be injured in a crash per mile traveled.

However, and this is critically important, several decades of research have pointed to this central fact: motorcycle accidents are not random, mysterious occurrences—bolts of lightning that can strike any rider at any time. To the contrary, motorcycle accidents, considered as a whole, are highly predictable. They are ultimately attributable to a small group of contributing factors or causes.

The moral of the story, then, is that the risks of motorcycling can be effectively managed. Statistics may continue to show that, when the population of motorcyclists are all considered together, motorcycling poses substantial risks. But riders who understand and avoid these common accident causes can feel secure in knowing that they are in class apart from their less experienced, less skillful and less attentive peers.

The goal of this chapter is a modest one: to detail a few basic recommendations and general principles that come out of this body of research, and ones that I have collected over the years which I think deserve special consideration. In no way does this chapter approximate a comprehensive guide to motorcycle safety. Nonetheless, following these recommendations can help you avoid future accidents, no question about it. They can also help maximize the likelihood that, should an accident occur, you and your attorney would be able to demonstrate the driver's responsibility for the collision and secure fair compensation for your losses. Showing that you were riding safely and responsibly at the time of the accident goes a long way towards a successful claim.

Give Yourself Time to Respond

What does this mean? It means making every effort to ensure that—should another car make an unsafe maneuver—you would have time to get out of the way. Your speed is a crucial factor here. The faster we ride, the quicker our reaction time needs to be—the less time we have to apply the brakes and to swerve out of the way and the less time we have to scan our surroundings, which whiz by us faster and faster as our speed increases.

In addition, any errors we make in driving are magnified. A second of inattention is more dangerous at higher speeds—the vehicle covers a greater distance while we are distracted. If we over-correct in our steering, we veer further from our intended path the faster we're traveling. Excessive speed also contributes to the severity of the accident. The force with which two cars collide is a function of two things: their mass, or size, and their acceleration—that is, their speed. According to the NHTSA, 36% of motorcyclists killed on the road in 2007 were speeding. The actual percentage is likely to be substantially higher, as the collisions included in this percentage are only those in which the police officer at the scene was confident that the motorcyclist's speed was a contributing factor.

Respect Your Limits

From one perspective, excessive speed is anything above the posted limit. But on a more fundamental level, excessive speed is in relation to the rider's skills and ability. A great many motorcycle accidents don't involve another vehicle. In these "single vehicle" crashes, which are often fatal, motorcyclists make the mistake of ignoring the limits of their experience and ability. Whether they over break or under corner, the results are the same.

Riding within your limits can be a difficult thing to do. Cars and other bikes can exert pressure on you, whether intentionally or not, to ride faster or more aggressively than you're comfortable with.

Don't let them. It's okay to "push the limits" once in awhile, but take extra care when pushing *your* limits. If your intuition is telling you to ease up, listen. It may be that more novice bikers, who are aware of their limitations and ride accordingly, stand in better stead than the slightly more experienced bikers who overestimate their skill level and continually push their personal envelope. Ride when, where and how you feel confident riding.

Prepare Your Mind

One of the defining features of motorcycling as it compares to driving a car is that, not only does motorcycling require the participation of our entire body (Can you imagine a motorcyclist talking on the phone, eating a cheeseburger or changing a CD?), but it also demands every bit of our attention, which is one of the greatest things about it. We become completely absorbed in the feedback of our senses, requiring us to achieve a balance with our environment and the physical forces at work, and to do so faster than we have time to consciously deliberate. How well we ride and how much we enjoy it, is in direct proportion to our ability to focus, to let everything else go while on the bike. Motorcycle safety, in other words, is all in your head.

So what does that tell us? For one, it means that anything we can do to get the right mindset is smart. A quick motorcycle maintenance checklist can not only help us spot problems when we can do something about them, but it also serves as an effective pre-ride ritual, helping our minds switch gears, so to speak.

It also means that we need to guard against the various distractions that divide our attention. Emotions are a big one—anger in particular. When we're furious, we are in an altered state. We say things we don't mean. We may take it out on someone else, slam the door or throw something—all of which are indications of a lack of control. Being in control while riding is paramount. If you find yourself pissed off for one reason or another, take few deep breaths, go for a walk, give

yourself some time—do whatever you have to do to give the bike your undivided attention. Taking your anger out on your throttle may wind up being something you regret.

Lay Off the Sauce

It always surprises people to learn that riding drunk is not as bad, from a safety standpoint, as driving drunk. It's worse. The reason is a simple and, by this point in our discussion, a familiar one. Two wheels require more coordination, not to mention attention. The skilled biker is a master of centrifugal force, inertia, gravity and the gyroscopic effect. Putting aside the fancy-sounding high-school physics, consider the simple fact that motorcycles don't balance by themselves. Unlike cars, they tip over when they come to a stop. However, sober bikers have no problem keeping the bike stable, balanced and upright. It feels like the forward movement makes it happen automatically. With some booze on board, suddenly overcoming gravity is something that requires concerted effort, which in itself might not necessarily be a problem.

What is the problem is that there isn't any gray matter left for everything else the biker needs to do, including—and here's the rub—detecting danger and avoiding accidents. Swerving, counter steering and coming to a quick stop without skating the rear wheel simply require too much precision and a quicker reaction time for someone under the influence.

And we're not just talking about someone who's completely tanked, or even a biker whose blood alcohol content (BAC) hovers around the legal limit of 0.08%. Studies have shown that as little as one drink can impair riding ability. And one's riding ability doesn't necessarily return to its baseline normal state after the person's BAC has fallen back to 0.00%. The effects of alcohol as a fatigue-inducing depressant can still remain.

Alcohol poses other problems for the biker. We all know that a few drinks boost “confidence,” which is another way of saying that it makes us less cautious. It is little wonder, therefore, that, as BAC goes up, helmet use goes down. Another problem is in direct contradiction to a popular myth—because alcohol has a relaxing effect, it makes one more likely to avoid serious injury. In a given accident, a drunk person would likely come away with less serious injuries than the sober one – or so the theory goes. Afraid not. Just the opposite, in fact. The body, unable to protect itself as it is designed to do, is more vulnerable as a result of alcohol. Believe it or not, alcohol can negate the protection of a helmet. One study from the University of Washington found that the likelihood of a serious head injury was twice as high for motorcyclists under the influence, even though both groups of bikers included in the study—sober and drunk—were wearing helmets.

As an attorney, I’ve also seen how disastrous alcohol can be to the victim’s case, even if the person’s BAC was below the legal limit and the fault for the accident rested primarily in the driver’s hands, rather than the motorcyclist’s. Obtaining a fair settlement for a client is largely a matter of making a convincing case that he or she did everything reasonably possible to avoid the accident. The credibility of this argument can only suffer when alcohol is involved.

Do Your Body Good

Meeting our bodies’ basic requirements helps ensure that we can meet the cognitive and physical demands of two-wheeled travel. Take sleep, for example. Sleep deprivation slows reaction time, diminishes coordination, lessens attention and impairs judgment. Sound familiar? Too little sleep can impair drivers no less severely than alcohol. And, like talking on a cell phone, being tired—ranging from mild sleepiness to extreme sleep deprivation—impairs our ability to ride safely more than we are apt to realize at the time. Make sure to get a good night’s sleep before a big ride. And if you’re too

tired to think straight, you're probably too tired to ride straight. Go get some sleep—your bike will still be there in the morning.

Water is another requirement. Motorcycling can dehydrate you more quickly than you think. Riding a bike is far more physically demanding than driving a car. Wearing a heavy leather jacket—certainly a good idea for preventing abrasions—is likely to make you sweat. There's no doubt that dehydration negatively impacts physical performance, and—as studies are beginning to show—mental functioning as well. So drink water and plenty of it.

Consider Yourself Invisible

The failure of the driver to see the motorcyclist is the number one cause of accidents involving a motorcycle and another vehicle. The number-one cause. That means that anything you do to increase your visibility—wearing brightly-colored gear, using a headlamp during the day, for example—significantly reduces the risk of an accident. Tackling this all-important issue of visibility also means adopting the attitude that, when in doubt, the driver doesn't see you. Remember the most common accident scenario, where the car makes a left turn into the motorcycle's path. As we talked about before, these accidents occur because, due to the size of motorcycle, the driver either doesn't see the motorcycle approaching or, very often, because it appears that the biker is further away than is actually the case.

The vast majority of cars on the road at a given time are driven by people with little or no experience with motorcycles. They don't understand them, they don't expect them and—as a result—they don't see them. On the one hand, it's not advisable to make yourself insane with paranoia. But at the same time, putting too much faith in drivers is one of the fastest ways to become a victim of one.

Build Your Skills

Motorcycles, as we've said before, require far greater skill to operate than does your average car. Among motorcyclists, there is a wide

continuum of ability that separates the novice from the expert. You might say that you don't "ride" a motorcycle as much as you "pilot" one. That's another great thing about riding a bike: it allows the rider to pursue mastery and offers the possibility of never-ending improvement.

Riding a bike, in this regard, is akin to playing a musical instrument. But this analogy begs the question of how one should learn to ride a bike. Is it enough, as it is with driving a car, to learn from a friend or family member? Are there any downsides to being entirely self-taught? Accident statistics seemed to suggest that there might be. The risk of an accident is more than twice as likely for motorcyclists without any formal training.

Another predictive variable is experience. It should come as no surprise that the likelihood of an accident and the amount of experience a rider has are highly correlated. Inexperienced riders, those with only a few months on the bike, are proportionately overrepresented among accident victims.

Taking a course in rider education through the Motorcycle Safety Foundation is one of the best ways to build your skills and gain experience in a safe, controlled environment, with the guidance of a qualified instructor. These classes are not just for the beginner. There are a number of courses specifically designed for more seasoned riders, which focus on more advanced skills, both mental and physical.

Taking a course has other advantages as well. Taking a course in motorcycle safety can make your insurance rates go down. Not only that, if you are injured in an accident, having taken a course in safety can help your case because it shows that you are a conscientious rider.

Listed below are a few final riding tips. The list is not intended to be comprehensive—just a few tips that I think are essential for every rider to keep in mind.

Look where you want to go

Not to be confused with the equally sound advice “look where you’re going,” what I’m suggesting is that you use your eyes, in a sense, to steer your bike. It is a well-established fact that motorists—bikers included—tend to veer towards what they look at. So what’s the worst thing you can do when trying to avoid hitting something? Stare at it. Instead, if you direct your gaze along your intended path, your bike is more likely to go where you want it to.

Check your mirrors, but don’t forget to use your head

Checking your mirrors when changing lanes or turning is a great habit to get into, but mirrors still have blind spots. Remember to also check with a quick head turn that it’s safe to maneuver.

Watch your speed going into turns

Excessive speed just before the turn is the single most common cause of solo motorcycle crashes. Slowing down while turning is difficult and dangerous. Better to go into a turn at a reasonable speed and accelerate out of it.

Respect the dark

Visibility, as we talked about, is one of the most common contributing factors in motorcycle crashes and a key variable to consider in accident prevention. When the sun goes down, you lose the greatest source of visibility. The difference between riding during the day or at night should not be ignored, and can scarcely be overstated. Make sure your headlights are working properly, make sure your face shield is clean—do whatever you can think of to ensure that you can see other motorists and that they can see you.

Use your signals

It’s never a bad idea to signal. It lets drivers know your intentions, and the flashing light might be the decisive factor in whether or not they see you. For the same reason, don’t hesitate to give your brakes

a few small squeezes before coming to a stop, just so your brake light flashes.

Thoughts on Helmets

I think it's fair to say that motorcyclists, on the whole, have a bit of an independent streak, preferring the freedom and thrill of two wheels to conducting a steel box with bumpers, airbags and seatbelts. I can certainly sympathize. This common personality trait no doubt contributes to the occasional resistance met by proponents of mandatory helmet laws. Nobody likes to be told what to do. And, let's face it, motorcyclists aren't just anybody.

I wrote a chapter about motorcycle helmets, not necessarily because I favor helmets being required by law, nor because I want to tell anyone what to do, but rather because I want to share my experience as an accident attorney and to present the way this experience has shaped my understanding of the existing research on the effectiveness of helmets. In the next few pages, we'll cover what is known about the effectiveness of the helmet, and we'll uncover and debunk some persistent helmet myths. We'll also examine how the modern motorcycle helmet works as a piece of technology, how it provides the protection it does. Finally, we'll go over a few basic recommendations in selecting the right helmet for you.

The truth is that I've seen too many clients over the years who lost the ability to make a living or to care for themselves and their families, who endured terrible pain and suffering, and whose quality of life would be forever diminished—all because, in my view, they were struck by a careless driver while riding without the protection of a helmet. Without question, the helmet is the most important and effective piece of protective gear available to the motorcyclist. From a safety standpoint, there is much we still don't know about motorcycle accidents. But there's one thing we know beyond any doubt: helmets work.

The effectiveness of motorcycle helmets is by far the most thoroughly-researched and well-documented component of motorcycle safety. In

study after study, as a literature review by the National Highway Traffic Administration (NHTSA) puts it, “helmet use reduced the fatality rate, the probability and severity of head injuries, the cost of medical treatment, the length of hospital stay, the necessity for special medical treatments, and the probability of long-term disability.”

Consider the following statistics:

- Helmets reduce the likelihood of a fatal accident by 35%. In other words, for every 100 un-helmeted riders killed on the road, 35 would have survived if all had worn helmets. Percent effectiveness would be significantly higher if only deaths from head injuries were considered.
- In 2007, helmets saved the lives of an estimated 1,784 motorcyclists.
- California’s mandatory helmet law, to give one example, reduced the cost of head injuries from motorcycle accidents from \$36.6 million in 1991 to \$15.9 million in 1992.
- An average of several studies put the hospital charges of injured non-helmeted riders at 30% higher than their helmet-wearing counterparts.

Unfortunately, a number of myths have somehow managed to survive in many people’s minds, despite having been thoroughly and repeatedly disproved. Let’s take a look at some of the questions you might have about helmets as a result of hearing these myths.

Maybe helmets prevent head injuries in a crash, but isn’t it true that they increase the chances of a crash because you can’t see as well when you’re wearing one?

A study sponsored by the NHTSA has shown that riders wearing helmets are no less able to see cars in adjacent lanes. Helmets have only a minor effect on one’s lateral field of vision, which is easily compensated for by turning one’s head slightly. What’s more, the full face helmets that this myth refers to also save the eyes from the

constant force and pressure of the wind, which certainly do impact vision.

I've heard that helmets increase the chances of spinal injury. Is this true?

In a word, no. To the contrary, injured motorcyclists not wearing helmets at the time of the crash were twice as likely to suffer from spinal injuries.

Don't riders wearing helmets not hear as well?

Not at all. Research has proven that current helmet designs do not muffle sounds or interfere with riders' hearing in any way. What does diminish hearing, however, is speed. The faster a rider is traveling, the louder a sound needs to be for it to be audible, helmet or no.

But aren't they uncomfortable?

It's certainly true that helmets can be heavy and feel intrusive, but they make for a more comfortable ride in a number of respects. Helmets prevent the wind from constantly blasting your face and whipping through your ears. They shield you against extreme temperatures and the supremely annoying, not to mention potentially dangerous, bug-in-the-face. They also protect you from flying rocks or debris that might otherwise do serious damage, causing you to crash or even blinding you.

How Helmets Work

Today's motorcycle helmets are an amazing feat of high-tech, modern engineering, every bit as sophisticated as motorcycles themselves. Not only are they sophisticated, but they're also highly specialized. In every regard, they're designed specifically for the needs of the rider: visibility, hearing, comfort and protection.

The modern motorcycle helmet is composed of four main parts: the rigid outer shell, the impact-absorbing liner, the comfort padding

and the retention system. The outer shell is made of strong stuff, typically some form of thermoplastic or fiber-reinforced composite. However, it's also designed to compress upon impact so that the energy is dispersed throughout the helmet rather than transferred directly to the rider's head. It's important that the outer shell be simultaneously rigid enough to prevent the helmet from completely breaking apart, and to prevent foreign objects from penetrating, but also supple enough to absorb and disperse the energy of impact.

Just beneath the shell is what's called the impact-absorbing liner. The liner's job is to compress, to absorb the momentum of the rider's head, which wants to keep moving when the helmet comes to a sudden stop. Interestingly, both the outer shell and the impact-absorbing liner are meant to break upon impact. The shell is usually crushed or cracked and the liner is compressed and crushed to the point that it loses its resilience and effectiveness. A lot of complicated physics can be summed up as follows: when the helmet breaks, your head doesn't.

The comfort padding is what surrounds your face and head. Made of soft foam for maximum comfort, the padding is what makes a properly sized helmet fit like a glove, and it is what allows the impact-absorbing liner and the outer shell to do their jobs. How well the comfort padding is fitted to your head determines the connection between you and your helmet. The better the connection, the more the force will be transferred to the helmet.

Finally, the “retention system”—that is, the chinstrap—ensures that the helmet stays on your head in the event of a collision. Needless to say, without the retention system, all the high-tech engineering in the world would be virtually useless were the helmet to fly off before—or even after—your head struck the road.

How to Choose a Helmet

Fortunately, finding a well-made helmet, one that's up to the highest standards is an easy task nowadays. All you have to do is look for a Department of Transportation (DOT) or Snell certification sticker. These stickers guarantee that the helmet meets the strict standards of one or both of these organizations—the US Department of Transportation and the Snell Memorial Foundation (a private non-profit institution). It's unlikely that you'll be able to find one that doesn't carry the stickers. A federal law created in 1980 requires that all helmets to be used on the highway be certified by the DOT. Likewise, helmet dealers are required by law to sell only those with DOT certification. A helmet need not meet the Snell requirements, which are more stringent and continually evolve along with improvements in technology and design.

A helmet that hasn't been certified as safe for highway riding aren't simply less effective. They are much, much less effective. Most, in fact, were created for the sole purpose of avoiding tickets in states where helmets are mandatory by law. A “fake” helmet is little better—if at all—than riding without one altogether.

The next question is what style of helmet to buy. A full-face helmet, with a chin bar and movable face shield? The shell of these helmets not only extends to the base of the skull, but also around chin, providing ventilation for breathing. Or a three-quarter helmet, which is functionally identical to a full-face helmet, except that the shell doesn't wrap around the chin? Or, finally, a half shell or “beanie” helmet, which covers only the very top of the skull?

To some degree, the choice of helmet style is one of personal taste. However, the three types don't provide the same amount of protection. The full-face helmet, as you'd expect, provides the most protection, and the half shell the least. Half shells don't protect the back of the head or the face, and the overall level of protection to the brain, because they're not as effective at absorbing impact, is also less.

Once you've settled on a helmet style, your next challenge is to find one that fits you properly. As we mentioned before, a well-fitting helmet is not only more comfortable in the long run, but also offers more protection and safety. Here are a few things to consider:

- The cheek pads and brow pads should touch your face.
- The face shield should not touch your nose when you press down on the chin piece.
- A well-fitting helmet should feel a little tight at first. The comfort padding compresses over time.
- Your head should not be able to move independently of the helmet. If it jiggles when you move your head left and right, it's too large.
- A helmet should not be able to easily roll forward off your head by lifting from the back.
- If you feel pain or soreness anywhere on your face or head once you take it off, or if there's obvious red spots, you may want to go up a size.
- If you're at all unsure about the helmet size, ask for help.

Motorcycle Insurance A Brief Introduction

For most of us, insurance is a necessary part of modern life. By buying the right type of insurance, in the right amount, and in the right way, we do ourselves a tremendous favor. In case of a car or motorcycle accident, having the right insurance can be critical to surviving the financial hardships that an auto accident can bring to you and family. The right insurance can protect your property with the repair or replacement of your motorcycle and protect your well-being by helping to assure that you get the best and immediate medical care for your injuries.

In this chapter, we'll answer some of the most common questions regarding insurance relevant to auto and motorcycle accidents:

What is insurance?

Why buy motorcycle insurance?

What are the different types of vehicle insurance?

What types of Insurance must I buy?

How much and which types of insurance should I buy?

What types of insurance are optional?

What determines the cost of insurance?

How should I shop for insurance?

What is insurance?

You probably have an intuitive understanding of what insurance is and how it works. You may even have had extensive experience in buying insurance and in dealing with insurance companies. But few people—expert or novice—stop to ask themselves what insurance actually is. So what does it mean to buy insurance, really?

Buying insurance is paying someone to assume risk for you.

Risk is...well, risky. Everyone is willing to assume some risk in their lives. After all, it's difficult to imagine life without a little risk. But some risk is too great to bear. Insurance is a way to manage these types of risk by shifting the burden to somebody else in exchange for money. This may sound a bit abstract, but understanding how insurance works at this level gives us a solid foundation for addressing the issues and answering the questions that we've laid out for ourselves in this chapter.

Key Terms

Before we proceed, let's review some key insurance lingo that will help us make sense of the different types of car insurance and the way they differ.

Policy

Your policy is the legal contract you sign with the insurance company. In exchange for monthly payments, the insurance company promises to pay for claims that fall within the terms of the contract.

Policy limit

Your policy limit is the maximum amount that the insurance company is obligated to pay under your policy.

Premium

Your premium, in short, is the cost of a policy, which is usually specified in a certain dollar amount over a given period of time. As

you might expect, purchasing a policy with a high limit will mean paying a higher premium.

Coverage

Coverage guarantees that the insurance company will pay for a certain type of claim. Any given policy usually contains multiple coverages, e.g., Theft, liability, fire. If you are “covered” for it, you can expect the insurance company to pay if it were to happen.

Policyholder

The policyholder is the person who purchased the policy.

Insured

The insured is the individual or individuals who are covered under a particular insurance policy contract. The insured is in many cases the policyholder, but others—the policyholder’s family, for example—may also be the insured under the terms of the policy.

Deductible

With certain types of insurance, the policyholder—that’s you—will have to pay a certain amount before your insurance will pay the rest. This amount is referred to as a “deductible.” High deductible policies are less expensive because you’re assuming more financial risk. Likewise, low deductible policies will mean higher monthly payments as a way of compensating for the fact that the insurance company is promising to pay a greater amount of money in the event of a claim.

Claim

A claim is a demand that a policyholder makes to the insurance company for payment. The payment must be for expenses or losses that fall within the terms of the policy, resulting from something for which the policyholder is covered.

Why Buy Motorcycle Insurance?

There are three reasons. The first is that a minimum amount of insurance is required by New Jersey law, and in virtually all other states. The second is buying insurance is smart. For most of us, our driving is the single greatest source of risk in our lives.

More than anything else you own, your car or motorcycle is by far the most likely cause of significant injury to yourself or others, and the most likely reason why you'd be sued for significant sums of money—in most cases far more than you'd be able to afford. A sound principle to abide by is to only risk what you can afford to lose. For the vast majority of people, the type of losses that are commonly the results of vehicle accidents represent risks that are too great to assume themselves. Nobody wants to be a victim, and buying insurance soundly is one of the best means of ensuring that this doesn't happen.

The third reason is a matter of our duty as responsible citizens. Insurance isn't just about protecting ourselves. It's also about protecting others *from us*. We all make mistakes, but, unfortunately, driving means that seemingly minor errors—momentary lapses in judgment and attention—can irreversibly alter another's life, and even end it. I believe that we must be responsible for our actions and accountable for our mistakes. Buying insurance is the best means of ensuring that we are able to take full responsibility for any mistakes we make on the road.

What are the Different Types of Insurance?

In this section, we'll cover the types of insurance that would protect you in the case of a car or motorcycle accident. As we discuss the various types of coverage, you will probably notice that different policies occasionally overlap in what they cover. To a certain degree, redundancy is a good thing—it gives you an extra layer of protection. In other cases, redundancy is unnecessary and expensive. I hope by the end of this chapter you'll have a better understanding of how to provide yourself with ample yet cost effective protection.

Liability

Liability is very likely the most important type of car or motorcycle insurance to have, and to have in the right amount. Liability insurance covers another driver's bodily injury, including medical bills, lost wages and pain and suffering, for which you are responsible—or, to use a technical term “legally liable.” It also covers property damage, whether to the vehicle or to other personal property. The mere fact that you were involved in an accident in which the other driver suffered an injury or damage to his vehicle does not mean that you are liable for those losses. You are only responsible for the losses that are determined to be the result of your negligence. Your liability insurance would pay for any legal judgments against you, but only up to the limit of your policy. If the limit of your liability insurance were less than the claim against you, you may be held personally responsible for any judgment in excess of your policy limits. This is why having an adequate policy limit is paramount for your financial security.

Uninsured and Underinsured Motorist Insurance Coverage (UNI/ UIM)

In my mind, these types of coverage are equally as important as liability insurance for protecting yourself and your family. Unfortunately, many consumers fail to maximize this relatively inexpensive insurance coverage. In a perfect world, every driver

would be adequately insured, making this type of insurance completely unnecessary. The unfortunate reality is that the vast majority of people either have no liability insurance or a policy that is inadequate to cover another's potential losses from even moderate accidents.

If you're injured in an accident caused by a driver who has no insurance whatsoever, or if you are the victim of a hit-and-run, your "uninsured motorist" insurance would pay for your injuries.

Personal Injury Protection Coverage (PIP)

Unlike the personal injury protection ("PIP") benefits contained in automobile insurance policies, motorcycle insurance policies do not provide for the payment of medical bills for the owner/operator and or passenger of the motorcycle involved in an accident. Such protection is provided to pedestrians who may be stuck by motorcycles.

Comprehensive insurance (a.k.a. Theft and Fire)

Comprehensive insurance is usually an option available on your insurance policy that covers loss of your motorcycle due to theft or fire. If your motorcycle is stolen, and you have Comprehensive insurance, your insurance policy will pay for the cost of your motorcycle, minus any deductible you may have on your policy. Because Comprehensive coverage requires your insurance company to pay you for the cost of your motorcycle, your interests once again are adverse to those of your insurance company. They will try very hard to pay you as little as possible to replace your motorcycle.

Collision insurance

Collision insurance, which you buy from your motorcycle insurance company, covers any damage to your motorcycle as the result of colliding with another object. This covers any motorcycle damage caused by an accident, and it doesn't matter who is at fault. Collision

insurance typically requires you to pay a deductible up front in the event of an accident. A deductible, remember, is an amount of money that you have to pay, specified in your policy, before your insurance kicks in. As with all deductibles, if you'd like to pay less money to repair your motorcycle, you'll have to pay more for your insurance.

Umbrella policies

In addition to their primary liability insurance, many people buy personal umbrella policies. These provide a second layer of liability protection, offering valuable security at a very reasonable cost. Your umbrella policy protects you if you're sued for an amount in excess of your liability insurance limit and would kick in once your liability insurance had been exhausted. However, to purchase an umbrella policy, you must have a certain amount of liability insurance—how much depends on the specific insurance company—and you must agree to maintain this minimum level.

What Types of Insurance Must I Buy?

Motorcycle insurance in New Jersey is mandatory. The penalties for driving while uninsured carry severe penalties, including loss of license for a substantial period of time and possible jail time. Not to mention a hefty fine. The type and cost of coverage in New Jersey can vary significantly depending on the type of policy you obtain.

Liability Coverage

The law requires liability insurance with a minimum limit of \$15,000 for a single death or injury, \$30,000 for death or injury to more than one person, and \$5,000 for property damage. You can, and should always, opt for more liability coverage.

Pedestrian Injury Protection Coverage (PIP)

Unlike automobile policies, with motorcycle coverage, PIP does not refer to medical coverage for the driver of the motorcycle. PIP coverage refers to injury protection for pedestrians only. The law requires motorcycle operators to maintain \$250,000 PIP coverage to cover the medical bills of pedestrians injured as a result of a collision with a motorcycle driver. The driver is not covered for medical expenses under PIP.

Uninsured and Underinsured Motorist Insurance Coverage

These types of coverages, in my mind, are nearly as indispensable as liability insurance. I realize that some resent having to buy these policies, feeling that it's unfair to pay for something that is rightly someone else's responsibility. Many people assume that when one's underinsured motorist insurance pays for injuries someone else caused, it absolves the negligent driver from having to take financial responsibility for their actions. The other driver fails to buy insurance, causes an accident and doesn't suffer the consequences. However, this is not actually the case. By accepting payment for your injuries under your uninsured motorist policy, you give your insurance company the right to sue the person at fault for the money it was obligated to

pay you—a right that insurance companies often exercise.

And while this type of principled objection is understandable—I certainly believe we all have a duty to carry adequate insurance—it runs up against an unavoidable reality: there are simply too many drivers on the road either without insurance at all, or with policy limits that are negligible in comparison to a modest personal injury claim. Moreover, suing another driver for their personal assets is a time consuming and uncertain process, and one to avoid if at all possible. Uninsured and underinsured motorist coverage saves you from the protracted and occasionally fruitless ordeal of a lawsuit and gives you the resources you need to recover from your accident.

As with liability insurance, a good rule of thumb when it comes to uninsured and underinsured motorist coverage is to buy a policy with the highest limit reasonably available. This critical coverage, after all, is about protecting you and your family.

Which Types of Insurance are Optional?

In my opinion, one can still have ample protection without buying the following policies, depending on one's assets and circumstances. For some they are necessary, but not for everyone.

Comprehensive and Collision insurance

Buying comprehensive and collision insurance coverage really depends on how much your motorcycle is worth and how much money you would be willing to pay if it were damaged in an accident or stolen. If totaling your motorcycle wouldn't be a financial catastrophe, and if the premiums you would pay feel more burdensome than the risk of damage to your motorcycle, it likely means that you can confidently skip comprehensive and collision insurance. Of course, if you are financing or leasing your motorcycle, your financing company will require both comprehensive and collision coverages to protect its collateral.

Umbrella policies

Umbrella policies are best suited to high net worth individuals who have considerable assets to protect. Remember that purchasing an umbrella policy requires a significant amount of liability insurance. For certain people, this type of policy makes a great deal of sense, but for other's—those with fewer assets, who are less desirable targets for lawsuits—merely buying the amount of liability insurance necessary to consider purchasing an umbrella policy is an unnecessary expense

What Determines The Cost of Insurance?

The cost of car or motorcycle insurance—our focus in this section—is influenced by a number of variables, but it’s calculated by a simple equation. The “rate” of insurance, as it’s called in the industry, is the result of multiplying the “base rate” by your individual “rating factor.” The base rate is the price of an insurance policy without taking into account anything about the person buying insurance, and each policy limit has a different base rate. For example, \$200,000 of liability coverage might have a base rate of \$600.

Your rating factor, on the other hand, is a numerical measure of how likely you are to get into an accident, or, at least, how likely insurance companies *think* you are to get into an accident. And that’s what we’re interested in here. On the basis of nationwide statistical trends, insurance companies have identified a number of characteristics that correlate with high accident probability. Together, they determine your rating factor, which in turn sets the cost of your premium.

Who you are

Just about everything insurance companies do is based on statistics, and statistics show that your likelihood of getting into an accident depends to a significant extent on who you are. For the purposes of motorcycle insurance, “who you are” boils down to three things: your age, gender, and marital status. First, the question of age: regardless of whether you chalk it up to inexperience or developmental immaturity, young drivers get in far more accidents than their older counterparts. And it probably comes as no surprise that, when it comes to gender, males are involved in more collisions than females. Finally, and—I’ll admit—a bit strangely, married people get in fewer accidents than their single friends. That means that young, single, male drivers, who get into the most accidents of any group, typically pay the most for car or motorcycle insurance. Married women, on the other hand, generally enjoy the lowest premiums.

Your driving record

If you have a spotless driving record—no tickets and no accidents in which you were at fault—your rating factor will naturally be lower than someone with a number of blemishes.

Where you live

As you would probably guess, there are more accidents in cities than in rural areas—more cars, more traffic, as well as more break-ins and theft. That's why urban drivers, on the whole, are stuck with higher rating factors.

How much you drive.

The more you drive the higher the probability of getting into an accident over a given period of time.

How Should I Shop for Insurance?

To my way of thinking, there's a right way and a wrong way to buy insurance. The wrong way, unfortunately, is the approach we are most accustomed to taking when comparison-shopping: we figure out what we're looking for, and then we look for it at the lowest price. Based on the assumption that the product is essentially the same regardless of where one buys it, this focus on price makes a great deal of sense. The problem is that insurance is different than most of the things we buy.

Insurance, first of all, is not a thing—it's a contract that we purchase. Simply looking for a certain policy limit of the lowest price means we're ignoring what's actually in the contract. Our assumption tends to be that if we buy a motorcycle insurance policy, it will cover us in the event of an accident. But if matters were that simple, insurance contracts would be far shorter than they actually are. Most policies include lists of limitations and exclusions, which create holes in the coverage. And if an insurance company offers a policy that is far cheaper than those of its competitors, there's probably a reason: more holes. Of course, that doesn't mean that there aren't good deals out there. It simply means that seeking the best value requires that we balance both the prices and the specific terms of the policies that we consider. More often than not, you get what you pay for.

What To Do at the Scene of an Accident

You just got into an accident. Your adrenaline is pumping, and in the grips of “fight or flight” response your instincts may be telling you to ride away, to get off your bike and run, or to scream at the other driver. You may be furious, scared, or confused, but it’s important to keep your wits about you. What you do at the scene can have a critical impact on the success of your claim. This chapter provides you with a guide to what to do in the event of an accident. Not only will we discuss what to do at the scene, but we will also cover important steps that you should take in the days that follow.

It’s an unfortunate irony that there are few circumstances less conducive to thinking clearly—but few where it is more important—than the scene of an accident. However, the more familiar you are with the best course of action under these circumstances—the more you rehearse these steps in your mind—the more likely you will act appropriately and effectively despite the shock and daze that inevitably accompany a crash.

Of course, the extent of your injuries will determine whether or not you are able to follow the steps described below. This chapter is written with a moderate accident in mind, including damage to both vehicles, but whose drivers are able to safely follow these steps, despite possible injuries. The most important rule of thumb is to take whatever action necessary to prevent further injury.

Move out of danger

The law requires that you stop if you are involved in an auto accident, no matter how minor. If you ride away, you can be charged with a “hit and run” even if the accident was not your fault. Hit and run penalties can be severe, including loss of driver’s license, fines and jail, depending on the damage or injuries involved. If possible, move your vehicle to a safe location, out of traffic, so as to avoid further

collision. Turn on your hazard lights and set flares or cones if you have them.

Check yourself, your passengers and the other car's occupants for injuries

Take a second to tune in to your body, noting any pain, discomfort, numbness or tingling. Nothing is more important than your physical well being, and in a serious accident this should be the first thing you do. Moving your bike, or yourself, may be impossible, and may exacerbate any injuries. If you are able to move without injuring yourself, and if you are at a location where it is safe to do so, check the other car's occupants. Do not attempt to move a person who is seriously injured, as it could cause permanent damage or paralysis, unless their lives are in immediate danger.

Call 911, if necessary

State law requires that you call the local police or Highway Patrol if the accident caused a death or injury. In all but the most minor accidents, it's also a good idea to call the police from the standpoint of building a successful case: the police report provides insurance companies with proof that the accident took place, and it can be a tremendous asset in your claim if the police officers' account of the facts are on your side. Once an operator picks up, speak clearly and calmly. Help can be delayed if the location is not clearly communicated. Use landmarks, road signs or mile markers to specify the accident location. Be sure to mention any injuries you or anyone else has suffered.

Keep calm, do not admit fault

As much as you possibly can, remain calm while talking to the other driver and don't say anything that could be construed as an admission of fault. A harmless apology, made in an attempt to placate the other driver's anger, can be twisted by an insurance company lawyer into a confession that the accident was the result of your negligence.

How you feel towards the other driver after the accident—enraged, indignant, sheepish or remorseful—isn't necessarily a reflection of who was actually at fault. I've heard of drivers who were clearly in the wrong but acted as though they were innocent victims of another's recklessness. And I've known others who apologized profusely in spite of having done nothing wrong. Regardless of who you feel is at fault, it's best to avoid discussing with the other driver the details of the accident and how it happened, no matter how much you may be tempted to do so. Do not argue with another driver or passengers—nothing good can come of it. At the same time, keep an ear open to what the other driver says and write down any admission or apology as quickly as possible.

Collect information

Whether or not an officer is called to the scene and files a police report, it's critical for you to collect your own information. Getting the following information after an accident will ensure that you record the important information that we'll consider below.

From the other driver: Make sure to write down the other driver's name, address, driver's license number, license plate number, insurance company name and policy number. And provide your information as well. Also take a moment to observe the other driver's demeanor, and look for any signs that he or she is under the influence of alcohol or drugs: the smell of liquor, slurred speech, flushed face, or bloodshot eyes. Also note whether the driver is wearing eyeglasses. If it turns out that the driver needs prescription glasses, but wasn't wearing them at the time of the accident, this fact can help you establish fault.

From witnesses: It's hard to overstate the power of an eyewitness account, especially from an impartial person. There's a brief window of time following

the accident in which you're likely to find a witness who is willing to get involved—most people who saw the accident will leave the scene fairly quickly. When talking to potential witnesses, emphasize how helpful their involvement would be, and collect contact information—name, address, phone number—from anyone who would be willing to offer their testimony. If the witness cannot remain on the scene, make sure you give their information to the police officer so he can interview them at a later date.

From the scene: Paying careful attention to the scene of the accident can alert you to decisive factors that could easily be overlooked, including by the police officer. If the accident occurred at an intersection or on a city street, make note of any malfunctioning traffic signals or missing, damaged, or obscured stop signs. You may also want to observe the other vehicle to see if any obvious mechanical problems are apparent. Malfunctioning headlights, blinkers or other car or motorcycle parts could later prove to be significant. If you have a camera on your cell phone—or if you had the foresight to store a disposable camera in your bike—take pictures of the damage to your vehicle and any relevant factors at the accident scene, including any objects with which the vehicles collided. If you don't have a camera, return to the scene as soon as possible to take photos.

Cooperate with the police

Once the officer arrives, be courteous and cooperative. It's important to keep in mind that one of the officer's primary duties at the accident scene is to fill out a report. From the perspective of an insurance company, the police report represents the authoritative record of the accident. The facts that find their way into the police report, as well as those that are left out, can prove significant in terms of you and your lawyer's ability to secure fair compensation for your injuries.

So, as before, do not say anything that might be construed as an admission of fault. Give the officer all the information that you feel may be relevant, and be sure to include why you think the accident happened, what you think the other driver did wrong, and what, if anything, you did to avoid the collision.

The police officer will ask you whether you're injured. If you suspect injury, make sure that you say so. How you answer this question can powerfully shape the future discussions you have with the other driver's insurance company regarding the nature and extent of your injuries. Although insurance companies recognize that many injuries sustained in an auto accident don't manifest symptoms until hours or days after the incident, they may still use your original statement of no injury against you.

If you feel you require medical attention, don't be shy, and don't let concerns about the cost sway you. Tell the police officer to call for an ambulance immediately. Your physical wellbeing may be at stake, and toughing it out may have devastating consequences if your injuries are not properly diagnosed and treated. Finally, before you leave the scene, ask for the officer's name and for any information you will need to secure a copy of the police report.

Call a tow truck if necessary

If you have any suspicion that the damage to your bike renders it unsafe to ride, have your vehicle towed to your home or to your chosen repair facility. You do not want to risk further injury to yourself or others by driving a bike that is potentially unsafe.

After you have followed these steps, you can leave the scene of the accident. The next steps are covered in the chapter following the introduction, "I've Been Injured in a Motorcycle Accident—What Should I Do?"

Part II

Presenting a Successful Claim

How Do I Find the Right Lawyer for My Case?

This chapter is inspired by the writings of an exceptionally talented and dedicated trial attorney, Benjamin W. Glass. Mr. Glass is a sought-after professional speaker and is America's premier authority on effective, ethical and outside-the-box marketing for lawyers. Ben is a Certified Trial Attorney, and the former editor of both the Superior Court Digest—a publication summarizing trial court opinions in the Superior Court of the District of Columbia—and the Journal of the Virginia Trial Lawyers Association.

In 1977, when the United States Supreme Court ruled that lawyers could advertise, it was hoped by many that this move would empower consumers with additional knowledge of available legal services. At the time, no one could have anticipated the vast number of confusing messages to which the legal consumer is exposed today. Injured victims are told to call immediately to get the vast sums of money that they deserve as compensation for their injuries, at no cost to themselves. This information is incomplete at best.

The consumer of today opens the phone book or turns to the internet with a desire to obtain the knowledge necessary to make a wise decision as to the selection of an attorney. The consumer is then exposed to meaningless slogans disguised as information, such as:

- No recovery no fee.
- Free initial consultation.
- Member of Million Dollar Roundtable.
- Best lawyer in XYZ County.
- You may be entitled to cash for your pain.
- We come to you.
- Largest verdict in the city.
- Former judge.
- Member of the American Bar Association.
- Former District Attorney.
- 37 years combined experience.

These slogans are truly meaningless and can result in misleading the legal consumer. Let's take a look at what a few of these slogans really mean.

- “*No fee if no recovery*” generally refers to the fact that no attorney fee will be due to the attorney unless and until the case is settled or won at trial. However, the consumer is not told that there may in fact be costs and expenses. There are many costs involved in a personal injury case including court filing fees, expert witness fees, and other third party expenses that the attorney may incur and charge to their client. All costs should be clearly covered in your retainer agreement with any attorney you consider hiring.
- A “*free initial consultation*” is generally available with most attorneys in cases involving personal injury. Nevertheless, many attorneys continue to brag about this offer in their advertising.
- “*Member of the Million Dollar Roundtable or Million Dollar Advocate Club*” indicates that the attorney may have settled a case for \$1,000,000 or more sometime in his legal practice. This impressive figure might grab your attention, but it says nothing about the competence of the attorney, merely showing that they represented someone who suffered a very serious loss or injury.
- Any lawyer who claims to be the “best” is making an unethical claim. No one can prove such a statement, as no standard is presented and such a claim is precluded by state Bar ethical rules.
- A number of years experience is another

meaningless claim we see all too often. The experience could be on cases totally unrelated to your needs and the quality of work performed during this experience could be clearly substandard.

- Claims of experience as a former prosecutor could be of value, if you are charged with a crime. However, such a claim is not directly relevant in the case of a personal injury.
- “*You may be entitled to cash for your pain*” is the kind of claim that can hinder a personal injury case, because such claims can make jury members unsympathetic toward accident victims. Our law is meant to protect injured victims by providing them just compensation for their injuries. It is not a new form of lottery where the ticket is a fender-bender.

These slogans are not only inaccurate—in some cases they can be misleading. Let’s discuss some of the truth and fiction that we find in lawyer advertising.

Fiction: Every lawyer goes to trial.

Truth: All lawyers do not go to trial, and many that advertise personal injury as their specialty do not go to trial.

Fiction: The state Bar authorizes a lawyer to advertise the specialty of personal injury.

Truth: In fact, there are virtually no restrictions for advertising an area of focus.

Fiction: All lawyers are basically the same.

Truth: The expertise of lawyers varies as much as any profession that we are exposed to in modern society. Many lawyers take pride in their craft and continue the study of law throughout their career. Regrettably, many do not.

Fiction: A lawyer who is talented at DUI will be a good personal injury attorney.

Truth: Personal injury is a complex area of the law which requires understanding that a general practitioner simply may not possess.

Fiction: If a lawyer advertises for personal injury, he or she must have experience in personal injury.

Truth: There is absolutely no relationship between advertising and experience. It is up to you as the consumer to determine the experience level of the attorney you interview.

Fiction: A “lawyer referral service” is the best way to find an attorney.

Truth: Lawyer referral services can be hit-and-miss, because lawyers pay to join such services and the requirements to be featured on the lawyer referral service can vary tremendously between jurisdictions.

Fiction: All lawyers who advertise on TV are successful.

Truth: Advertising in any media is no barometer upon which to base your decision to hire a lawyer.

Fiction: Internet “pick-a-lawyer” sites are a good way to find an attorney.

Truth: Though these sites do serve an important function, the consumer is at the mercy of the standards of the particular site. Many of these sites require only a check from the attorney to qualify to be featured on the site.

Now that we’ve examined some of the myths about lawyer advertising, you’re probably wondering how to navigate the road to finding the right attorney. By following these six steps, you can make a well-informed and wise decision.

Action Steps on the Road to Finding the Right Attorney

Action 1: Gain an understanding of the legal problem you face.

Before the advent of the internet and other mass media, knowledge of the law was all but reserved to attorneys and the legal community. However, in today's world everyone has immediate access to important information through the internet. You should be forewarned that there is no guarantee that the information you're going to garner from your study of the internet will be accurate.

You have made an excellent choice by reading this book. You can follow up by visiting the Consumer Resource Alliance website. All the information on the site is provided by member attorneys who have agreed to adhere to ethical standards and have demonstrated a very real commitment to provide the injured consumer with the information necessary to empower them to make wise decisions for themselves and their family.

Action 2: Begin to gather names of potential attorneys to consult with.

Certainly the authors of the books on the Consumer Resource Alliance website are a good start in compiling your list of attorneys to consult with. However, there are other valuable sources you should consider, including friends and family members who have had experience with an attorney in your community. You may also wish to consider a state Bar-approved referral service as a source for qualified attorneys. Once you have put together what you believe to be an adequate list of attorneys, consider moving to Action 3.

Action 3: Call the attorney's office and ask for written information.

If an attorney cannot or declines to provide you with written information, you may want to remove them from your list. You are about to enter into a very important contract with an attorney that is going to be responsible for your legal and financial welfare. If they have not taken the time to put together meaningful consumer information in writing, they may be a poor choice. If you contact their office and find yourself experiencing high-pressure sales tactics,

immediately run the other way.

Warning: Always beware of any lawyer who calls you first or has someone else solicit your case either by phone or in-person. Unless you have a pre-existing professional relationship with the attorney, any such contact is unethical, and may be illegal.

Action 4: Narrow your choices.

At this stage, you should narrow your choices to three to five lawyers that appear experienced and have provided you with written information about your particular legal problem. No matter how experienced the attorney, it is critical that you feel comfortable entrusting your case to the attorney at what can be a very stressful time.

Action 5: Ask questions.

Listed below are a series of questions you may want to consider.

1. *How many years have you been a practicing attorney?*
You do not want someone who has just graduated from law school.
2. *What actual experience do you have in handling cases like mine?* The attorney should have worked on not just any personal injury case, but one with real similarities to yours.
3. *Please explain my case to me. What legal challenges do you see?* This is a good test of the attorney's ability to communicate clearly with you in a caring and understanding manner.
4. *What is your rating on www.Avvo.com?* This is an excellent web resource to find meaningful information on the attorney you may be considering.
5. *Do you carry malpractice insurance?* If they do not carry this insurance, it may show that they are

reckless and unconcerned with your welfare.

6. *Have you been disciplined by your state Bar association?*
If they have, let them offer you an explanation and you can decide if it is something that should take them off your list.
7. *Please describe the process that I will experience in the handling of my case.* Again this will be a good test of communication skills and allow you to determine if this is a firm that you want to work with.
8. *Who in your office will I be working with on my case?*
Find out if you are going to be working with a qualified attorney or only a paralegal.
9. *How will you keep me informed as to the status of my case?* The attorney you hire should be able to give you a clear explanation of their communication policy with their clients.
10. *What is my case worth?* This is a good trick question. Any attorney that begins quoting you numbers is someone that you should not consider. Most ethical attorneys are going to review your case in detail with you and explain the different parameters involved. No attorney can predict with any certainty the ultimate result in your case.
11. *Do you represent insurance companies?* This is a good question to ask because you will want to know whether there may be a conflict of interest with this particular attorney and your case.
12. *Do you regularly attend continuing legal education*

courses in the area of personal injury? Did their education end with law school? If yes, take them out of the running.

13. *Have you published articles, guides or books for consumers or other attorneys?* You want the best, and if they have published a book, you will be able to see their expertise in print.

Action 6: Rank the information you've received.

By ranking the information you've received into the categories that you feel are most important, you'll be in a position to make a decision that is both wise and based on real information that you've gathered from the attorneys you've interviewed. Take your time in your selection of your attorney, as this will be one of the most important decisions you can make in determining the outcome of your personal injury claim.

If you follow all these guidelines and suggestions, as well as your personal instincts, you should be able to find the right attorney for your case. Always remember—YOU ARE THE BOSS and your attorney serves at your pleasure. Do not be afraid to demand the level of service and care you deserve.

A Letter to Your Doctor:

How to Document Your Patient's Injuries

Properly documenting your injuries is among the most critical pieces of building a successful claim. But what exactly does it mean to “properly” document your injuries? Addressing this question is our goal in this chapter. Although the letter is meant for your physician, it contains information that is of great value for you, the patient, as well. I urge you to openly discuss the issue of documentation with your doctor, and to offer a copy of this chapter to help facilitate this critical conversation.

Today in personal injury, your comprehensive medical examination, history and prognosis are tossed aside by the insurance industry in favor of norms embedded in silicone. The complex evaluation of your patient's injury, which was in the past handled by a trained adjustor, is in many cases now delegated to a machine. For the sake of your patient's insurance claim, it is important to understand what this machine considers in its evaluation.

Our discussion will center around the ubiquitous computer evaluation of your patient's care. It goes by various names—perhaps the best known is “Colossus.” We are going to discuss facts and considerations you should be aware of in an effort to speak to the computer in a manner that will more clearly communicate your patient's injury. If the computer is better able to understand your patient's injury, it is given the opportunity to more justly evaluate the need for compensation, in part to pay for the care that you have provided.

Some of the recommendations I am going to make seem very self-evident. Sometimes, however, that which is self-evident is often ignored. For example, it is essential that every diagnosis you make and treatment you provide be recognizable and legible to the adjustor. If the adjustor cannot interpret hand-written treatment notes, they will be ignored and will not be considered by the computer. For the

computer, it is as if they never happened or—even worse—are found to result in excessive, unjustified care. For this reason, I recommend that your Soap notes or other medical notations be typed or printed.

At the time I am preparing this chapter, my firm is fighting on behalf of a client in an attempt to resolve an insurance company's failure to honor medical payment benefits. In their denial of benefits, the insurance company cites three reasons that, in reality, all rest on illegible treatment notes. The insurance company doctor found that the records lacked legible documentation of an initial examination, patient history and examination findings that justified the treatment plan. Relying on this lack of a legible foundation, the insurance company doctor, analyzing the records, then found that none of the treatment was justified, effectively denying payment on the entire bill. This entire problem can be avoided by the simple act of keeping comprehensive, legible medical notes.

Your notes should always indicate if immobilization was a part of your patient's care. This care is something the computer understands and values. If a cervical collar was prescribed, be certain that your treatment record sets forth the dates and duration of immobilization. Should you recommend or should your patient receive injections, please be certain that your chart clearly reflects the dates, type and number of the injections. Necessity and efficacy should also be clearly discernable in your chart notes. We are at the self-evident again, but better said than ignored: if medications are prescribed in any form, legible records must be maintained in the patient's chart. All diagnostic tests and results should be clearly chronicled in the patient's chart.

As with human communication, it certainly helps to speak the same language. The computer's language is comprised of what are called ICD-9 codes. Accordingly, all diagnoses should likewise be rendered in ICD-9 codes. In addition, it is also important to consider that computers, not unlike their human programmers, have a very

small vocabulary when it comes to understanding what insurance companies euphemistically refer to as a “soft tissue injury”—a name the insurance industry uses to imply that if soft tissue is involved, the injury is somehow less compensable. Here is a list of some words, which, if they apply to your patient, may communicate the injury more effectively:

Limited range of motion

Headaches

Dizziness

Anxiety (if it is treated by a mental health professional)

Spasms

Radiating pain

This list of words is certainly not exhaustive, and use of these terms must be clearly substantiated and quantified for their impact to be understood by the insurance company computer. The nature, causal relationship to the injury, dates and duration must all be set forth in your notes.

Let’s now discuss an often-ignored factor in a patient’s care: home therapy. If you prescribe home therapy to your patient and your patient complies, the computer will include that in its calculations. This therapy should be carefully noted in your patient’s chart. The types of home therapy, along with the dates and duration, must appear in the chart.

Frequently, accident injuries result in a physical impairment. If your patient has an impairment, it must be stated in and adhere to AMA guidelines. With this said, it is important to know the personal injury insurance company computer has a baseless prejudice and will allow for the consideration of the impairment only if it is rendered by an MD or DO. A Doctor of Chiropractic is certainly qualified by training and license to render a finding as to impairment suffered by a patient. However, the insurance computers are said to refuse to understand that fact.

Do you and your patients know the real effect of gaps in care? Watch your patient's treatment gaps. The computers hate gaps in care and will actually deduct from the evaluation of an injury when gaps are present. The computer does not care if your patient has the flu or has suffered the loss of a family member. If you see lack of compliance on the part of your patient, I recommend you contact both your patient and their legal counsel immediately.

If your patient's injuries prevent them from returning to work for a period of time, a disability notice should be issued for each time period. Your notes should reflect the exact reason for the inability to perform specific functions required in this individual patient's work.

Many of your patients will return to work, assuming their duties under the duress of pain and disability. The reality of supporting a family must, in many cases, take precedence over your patient's physical well being. The computer will sympathize with your patient if and only if your patient's resumption of her work duties under duress are clearly noted in your chart. The nature, date and duration of your patient's working in pain or disability must be clearly set forth in your notes.

Duration of care is an issue that has become a rallying point for the insurance industry. I must again repeat that what I am putting forth is in no way intended to alter or guide your treatment of your patient. Only you and your patient are the arbiters of your treatment plan. With that said, it will likely not surprise you to hear that the insurance industry has an immutable position regarding duration of conservative care of soft tissue injury. This is especially true when that care is physical therapy, chiropractic or acupuncture. Treatment beyond 90 days will not be considered in the evaluation of the injury. Often treatment beyond 90 days is used as a diminishing factor in the evaluation of your patient's personal injury case. This is neither fair, just, nor reasonable, but this 90-day consideration is very real.

I hope this information has been of value to you and your patient. This material is in no way exhaustive, but if the factors discussed are accurately reflected in your charts, the nature and extent of your patient's injury will be more properly evaluated by insurance computers. And if it is more accurately understood by the insurance computer, a more just result may be possible.

Why the Insurance Adjustor is Not Your Friend

When you are the victim of an accident, you will be looking for a friendly face to help you and guide you through a difficult time. It is vital that you don't overlook an important fact: your insurance adjustor is not on your side. You must remember that however trustworthy your adjustor might seem, he is not looking out for you, and he does not have your best interests at heart. This is not because he is a bad person—it's because he's a loyal employee. Everyone wants to succeed at his job, and the insurance adjustor is no different. His success at his job is based upon how much money he makes—or saves—for the company, which means that his goal is to settle your claim for as little as possible.

Everyone knows that insurance companies are for-profit companies, meaning that their loyalty lies not with accident victims, but with their stockholders. A lesser-known fact is that **more profit is made by settling claims cheaply than by recruiting customers to pay premiums**. Why? Because every dollar saved on your claim is one hundred percent profit. As attorney John Bisnar notes in his book, *The Seven Fatal Mistakes that Can Wreck your California Personal Injury Claim*, an insurance company is doing well if it collects five percent profit on every dollar of premium payment. On the other hand, every dollar saved on settling a claim is a dollar of profit. One hundred percent profit. This means that the insurance company's ultimate goal—to settle your claim cheaply—is in direct opposition to your ultimate goal, which is to get fair compensation for your injury or damages.

When considering these facts, it becomes clear that the friendly face you are looking for in your time of need is not the face of your insurance adjustor. As an attorney with over 28 years of personal injury experience, I have seen countless accident victims who were forced to settle for less than was just compensation for their injuries because they took on their insurance company themselves. I highly

recommend consulting an attorney before you talk to your insurance company. Research conducted by the insurance industry itself has shown that those who employ the services of an attorney receive far greater settlements than those who do not, even after legal fees have been paid. Not all cases require the assistance of an attorney, of course, but talking to an attorney first can help you make sure that your interests, and the interests of your family, are protected. Whether or not you choose to hire an attorney, I'd like to share some tips that can help you navigate through the complicated claims process and protect your interests—and those of your loved ones.

Tip #1: Don't fall for your insurance adjustor's "nice guy" act.

As I said before, insurance adjustors are not looking out for your best interests. Even if he seems cordial, friendly and helpful to you, an insurance adjustor's ultimate goal is not to assess or compensate you for your actual damages or injuries. Insurance adjustors are highly-skilled employees who are trained by their companies to gain your trust and manipulate you. Your adjustor's kind demeanor is part of the process of obtaining the information they need to settle your claim for the smallest possible figure.

Tip #2: Remember that your words can be used against you.

We've all seen detective shows on TV, right? Remember the "Miranda Rights" that the police read to suspects under arrest, which includes the familiar phrase "anything that you say can be used against you." This is a piece of advice that every accident victim should remember when dealing with an insurance company. Just like when police question a suspect, it is best to talk to an attorney before you say anything to your insurance adjustor. Your adjustor will make note of anything and everything that you say, with the purpose of getting you to settle your claim for as little as possible. Even if you plan to settle your claim yourself, I recommend that you talk to an attorney before you say anything to any insurance adjustor. Most good law firms will provide a free initial consultation.

Tip #3: Be wary of making recorded statements.

Though there is no law that requires recorded statements, some insurance companies require you to make a recorded statement before they will settle your claim. Keep in mind that what you say on a recorded statement can be used against you. Anything that you say, no matter how insignificant or minor it might seem, could be twisted or taken out of context. Don't give them the opportunity to turn your words against you. If you do agree to record a statement, I recommend that you do so only with two conditions. First, you should have an attorney present to act as your advocate. Second, you should ask for an audible copy of the statement to be sent to your attorney's office, stipulating that if it is not sent within five business days, then the statement cannot be used in any future proceedings.

Tip #4: Do not grant access to past records.

Often, your adjustor will ask you to sign a release which allows the insurance company to access documents from your past. Never sign a release for documents. This release gives the insurance company permission to retrieve files from your past, whether or not they have relevance to your claim. This might include medical, school or employment records, leaving your whole life open to scrutiny. These records can be used as a kind of veiled threat, to keep you from resisting a low settlement.

Signing a release might also have the consequence of making your formerly friendly adjustor suddenly difficult to contact. Once he has all the information he needs from you to finalize your claim, he no longer needs to be friendly or concerned about you.

Tip #5: Be wary of delayed payments.

The longer an insurance adjustor waits before paying your settlement, the more money he makes for his company. There are two reasons for delaying your settlement. The first is because delayed payments make the company more money on interest. When insurance companies get money from your premium payments, they invest those payments, and the payments of all their customers, in the stock

market or other funds that earn interest, which is how insurance companies make their enormous profits. If they can delay making settlement payments, the funds are still making interest. The longer they delay payments, the more interest they make.

The second reason is to get you to become so frustrated or desperate for your compensation that you will accept less than you deserve. When you are involved in an accident, there can be many costs—repairs, rental cars, medical bills, and more—which you will have to pay out-of-pocket. As your bills pile up, and you wait for your claim to be settled, it becomes more likely that you'll accept any amount they offer you without a fight.

Following the tips listed above can mean the difference between getting the compensation you deserve or being left with burdensome bills to pay. You deserve to receive what you are entitled to under state law. Whether you hire an attorney or not, you need to be cautious. Remember—your insurance adjustor is not your advocate or your friend.

Part III

The Litigation Process

An Introduction to Accident Litigation

My goal in this chapter is to provide you with an introduction to the process of personal injury litigation. If you and your attorney decide that a lawsuit is a necessary next step in your case, this chapter will give you a general idea of what to expect and a number of specific suggestions to increase the odds of a successful outcome.

Fortunately, the majority of accident cases—over 90%, in fact—can be successfully resolved without litigation, without the injured victim needing to sue the negligent driver in order to receive sufficient compensation for all losses that resulted from the crash. In these instances, the victim’s attorney and representatives from the other driver’s insurance company are able to arrive at a settlement figure acceptable to both sides. Of course, there are cases in which an agreement can’t be reached, when the different estimated values of the case are simply too divergent to be reconciled to either party’s satisfaction. There are a great many possible sources of disagreement on the value of a client’s claim, but based on my firm’s experience, the following is a list of what I believe to be among the most common.

- *Liability*

The insurance company believes that “fault” does not fall upon their insured. They believe that the responsibility is yours in whole or in part, or is the responsibility of a third party.

- *Disputed Injury*

Often, the insurance company will take the position that your injuries are not as severe as presented.

- *Insurance Company Policy*

For internal reasons only known to insurance companies, they will periodically resist the settlement of a claim and force the claimants to file suit in an effort to reach a desirable result.

- *Insurance Company Time Delays*

Some insurance companies will attempt to delay the settlement of your claim, placing you under greater financial difficulty, in an effort to secure a lower settlement value.

Once you and your attorney have decided that a lawsuit is required, your attorney will prepare a document called a “complaint.” A complaint outlines the legal basis of your claim, describes your injuries, and names the responsible parties. The complaint is written in your attorney’s office and will not require any participation on your part.

Once the complaint is drafted, it is then filed with the court in the jurisdiction that is appropriate for your case. After the complaint is filed, it is then “served” on the person or company who is responsible for your injuries—the “defendant” in your case. Your position as the person making the claim for damages is that of the “plaintiff.” The defendant will take the lawsuit to his insurance company, which will then hire a lawyer to defend the lawsuit. Next, the insurance company lawyer will file what is called an “answer.” The answer is generally a counter argument to the complaint, typically denying the insured’s responsibility for your injuries, denying the extent of your injuries, and may possibly seek to bring other parties who might have been involved in the incident into the lawsuit.

Though most of the legal procedures in your case will not involve you directly, it is important that you stay in continuous contact with your attorney. You must advise your lawyer immediately of any change in your address, phone number, work status, marital status, or if any changes occur in your injury. If you receive a letter or phone call from your attorney or a request for documents or other assistance, you must respond immediately, as there may be time limits in your case that could affect its outcome.

The next phase is referred to as “discovery,” in which both sides have the opportunity to “discover” information about the other side’s case. Discovery takes a variety of forms:

1. Interrogatories

These are written questions concerning the facts of the accident, your injuries and any other matters that are relevant, which you will answer in writing with your attorney’s guidance.

2. Depositions

Both your attorney and the defendant’s attorney will have the right to interview individuals involved in the case, including you, the plaintiff. Depositions, as they are called, are given under oath in front of a court reporter. Both the plaintiff and defense attorney may ask any questions that are “calculated to lead to admissible evidence.” This very general requirement gives the other side’s attorney the freedom to ask you a virtually limitless number of questions, many of which will be tailored to trick you into some form of inconsistency or admission. Because your deposition is such a critical component of the litigation process, I’ve included a chapter on giving an effective deposition, which appears in the following chapter. I recommend that you study this chapter carefully and review it with your attorney.

3. Request for Production of Documents

If either the plaintiff or the defendant believes that documents are pertinent to the lawsuit—medical reports, witness statements, medical bills, for example—they have the right to serve upon the other party a “request for production of documents.”

4. Request for Admissions

If either the plaintiff or defendant has very narrow questions they wish to ask, they can file a “request for admissions,” which requires the other party to either admit or deny certain facts.

5. Expert Depositions

Depositions will also be taken by both the plaintiff's and defendant's attorney or any expert that will be testifying at trial. This could include the doctors that treated you for your accident-related injuries, as well as doctors who may be called to testify for the defense.

6. Independent Medical Examinations

When you sue an individual or entity for injuries, your physical condition is at issue in the litigation. This means that the defense attorneys can ask you questions about your medical history and current medical condition. He or she can also require that you undergo a so-called "Independent Medical Exam," also referred to as a "Defense Medical Exam." The second phrase is more accurate, as the doctor who will examine you is employed by the defense attorney or insurance company. In other words, the exam is not the least bit independent. Generally, the doctor will review your medical records and then meet with you in order to make his or her findings. The doctor's findings will then be put in a report to the defense attorney. If your case does proceed to trial, this doctor will in all likelihood testify for the defense. At some point, your attorney will be able to obtain a copy of the doctor's report and, if needed, will be able to take the doctor's deposition in preparation for trial.

After and frequently during the discovery phase of your case, the court system will require you to participate in some form of alternative dispute resolution. These are designed to reduce the number of cases that go to trial and can take any number of forms, including a mediation in an attorney's office or a settlement conference in front of a judge from the court where your case is filed. Many cases come to an agreed-upon settlement at this point. The discovery process has given the defense attorney a clearer understanding of the nature and extent of your injuries, along with the liability factors involved. As a result, the attorney will frequently convince the insurance company

to make a reasonable offer in your case. In rare instances, however, the defense attorney is able to uncover deficiencies in your case that may require you to reevaluate your settlement demand.

If the parties and their attorneys are unable to resolve the case through the alternative dispute resolution, the matter will likely proceed to trial. Exactly when your trial will take place is difficult to predict. The date of your trial depends on the number of cases waiting to be heard in your particular county or jurisdiction, as well as the number of judges available. Nonetheless, your lawyer should be able to tell you approximately when your case will reach trial. In most jurisdictions, it takes roughly a year. You will receive plenty of notice and your attorney will help prepare you for the process.

The trial generally follows a relatively predictable format, but it will not resemble anything you've seen on television. As my friend and trial attorney Jack Harris puts it, "On TV, you see reel life. In the courtroom, you see real life." Most trials begin with the judge calling the lawyers, clients and prospective jurors into the courtroom. The attorneys are then able to ask questions of the prospective jurors. Called "voir dire," this process allows the attorneys to determine whether any particular juror has a bias that would result in an unfair trial. If your attorney believes that a juror is not suitable for your trial, he or she will ask that that juror be excluded.

Once the jury is selected, the trial will commence with opening statements from both sides. An opening statement provides what Jack Harris characterizes as a "roadmap" for the case—a summary of each side's argument and the evidence that will be presented. The two opening statements—given by your attorney and the defendant's attorney—will tell two different stories of what happened, who is at fault and, as a result, what the proper outcome should be.

After the opening statements are complete, it's your lawyer's job to present your case. Generally, the case will begin with you coming to

the witness stand for direct examination. Following your attorney's questions, you will be cross-examined by the defense attorney. This allows the other side to ask questions designed to elicit responses that reflect the defendant's view of the case. Other witnesses will also testify on your behalf, who may include your doctor, employer, friends, family and any witnesses who can testify about the incident or your injuries. Nonetheless, your testimony is critical—it sets the tone of the case and establishes your credibility in the eyes of the jury. Here are a number of things you would do well to keep in mind:

- *Review your deposition transcript and interrogatory answers.* Your attorney will explain to you how critical it is, in terms of the credibility of your case, for your testimony to be consistent with earlier discovery.
- *Do not mention insurance.* If insurance or anything about insurance comes out in the trial, the judge will probably declare a mistrial and you'll have to wait for another trial date.
- *Dress appropriately.* Your clothing should be conservative and respectful—what you would perhaps wear to a church function or other official meeting.
- *Review your medical history.* That way you can testify accurately and with authority on your medical history: injuries suffered in the incident, doctors who treated you, hospitals that you were treated in, and the nature and extent of the medical care you received.
- *Never overstate or exaggerate.* It is important never to exaggerate or overstate your injuries. Exaggeration can destroy your credibility and your case.
- *Be courteous and respectful to everyone, including the defense attorney.* Courteous behavior and respect shown to the judge and defense counsel will impress the jurors. Always refer to the judge as “Your Honor” and refer to the defense attorney as “sir” or “ma’am.”
- *Don't lose control.* Defense attorneys will typically try to get a witness to lose their temper. If you feel that you are being

badgered, remain courteous and in control. Your composure will impress the jury, often causing the defense attorney's tactic to backfire.

- *Don't anticipate.* Always wait until the question is finished before you provide an answer. Listen carefully to each question and take your time in answering.
- *Look at the jurors.* The importance of this can't be overstated. Looking into the eyes of the jurors and speaking directly to them, as you would a friend, will make your testimony more credible in the jury's mind.
- *Speak clearly.* Always answer "yes" or "no"—never with a nod of the head, an "uh huh" or a "yeah."
- *Do not look at your lawyer for answers.* You are the witness and must be able to answer the questions on your own. Looking at your lawyer for guidance during your testimony will make the jury doubt your honesty.
- *Act naturally.* You are going to be nervous—it's inevitable—and everyone understands that, including the jury. But don't worry. After you begin testifying, you'll be more comfortable, especially because you're going to be telling the truth.
- *Tell the truth.* The truth is what your case is about. No one's case is perfect. Don't be afraid to tell the truth to the jury when asked. Remember, the defense attorney is waiting to catch you in a lie to destroy your credibility.
- *Review Chapter 9 regarding your deposition testimony.* Many of David Miller's recommendations apply to your testimony in court as well.

After your attorney has finished presenting your case, the defense lawyer is then allowed to present their side by calling witnesses for the defense. The defense lawyer presents the witnesses through direct examination and, in a similar fashion, your attorney is then allowed to cross-examine them.

Once both attorneys have finished calling all their witnesses and

presenting all their evidence, the judge will instruct the jury on the law and its application to your particular case. This process generally takes an hour or more depending on the judge and the judge's instructions. After instructions, the attorneys will be given the opportunity to present closing arguments, which summarize the case and request that the jury return a particular verdict. Your lawyer will be allowed to go first, followed by the defense attorney, after which your lawyer will be offered a brief time to present a rebuttal.

The jury will then be allowed to deliberate your case in a closed room. Although it is impossible to say how long it will take for the jury to reach a verdict, the trial ends when the judge calls everyone back into the courtroom and the verdict is announced. You'll learn at that time whether or not you have won your case and how much money, if any, the jury has awarded you.

The Deposition

This chapter appears through the courtesy of my friend and accomplished California trial attorney David Miller. The strategies and instructions contained in this chapter have been developed over the course of David's twenty-year career fighting in court for the rights of his clients.

Other than the trial in your case, should one actually take place, your deposition is the most important event you will participate in, and one in which you alone can influence the final outcome of your case. This is the first moment the opposing attorney gets to meet you after hearing all the negative things about you from his/her client. This is when you will be carefully evaluated by the defense attorney on your ability to accurately testify. The deposition testimony is critical, and you alone are in control of this important aspect of your case.

The deposition is usually held in the defense attorney's office in a conference room, but your attorney will be there to represent you. Sometimes it will be held at a court reporting company's conference room. The opposing side, or anyone you have sued, may also be present. Do not be concerned. This is your moment, not anyone else's. Every witness will have their chance to testify, so only be concerned with how you come across and do not be concerned about others present in the room. The only people in the deposition you should look at are the attorney asking the questions, the court reporter and your attorney.

Your deposition testimony is given under oath, just as if you were in court. A court reporter will record everything that is said. You will be allowed to read the written deposition transcript a few weeks after the deposition. You can make changes to your testimony at that time, but your attorney will advise you not to change anything unless it is absolutely necessary because it can be brought up at trial that you changed your testimony. The best time to make any changes will be on the day of your deposition before it is over. This is what

is important. If the opposing attorney wants to spend 30 minutes telling you about the deposition process, just ignore the attorney but respond politely that you understand the process. Your attorney will tell you what you need to know about the deposition beforehand. The opposing attorney cannot give you any advice or instruction, although they commonly try to do so.

With the instructions you are provided, and with your attorney's assistance, you can expect to testify quite well. Every client has testified with exceptional ability and has greatly added to the value of their case. In some cases, my clients have faced down very obnoxious attorneys who were quite skilled, and forced them to seriously reconsider their evaluation of the defendant's defense. You will do just as well. Excellent client testimony is a continuing trademark of a good attorney working with a credible client. Just pay close attention to your attorney's written and verbal instructions, and you can expect a successful deposition. Here are some basic rules:

Tell the truth

Honesty is always the best policy during a deposition. The entire judicial process is a search for the truth. If a witness is lying about anything, it will probably be exposed, and the rest of what the witness says can be hidden behind the exposed lie. An outright lie can lose the best case. Testify from your memory, and avoid a simple yes or no answer if a brief explanation is necessary, (although normally a yes or no is greatly preferred). The questioning attorney often wants you to commit to a yes or no. Sometimes the answer is not that simple. Tell the attorney you are testifying from memory accurately to the best of your ability.

For example, if you are asked whether you have ever told a lie, your answer would be "yes." But a better response is, "I've always tried to tell the truth." If the question is asked again, your best response is, "As I stated, I have always tried to tell the truth. I am sure at some time I may have exaggerated something or failed to tell the

exact truth that someone expected to hear, although I cannot recall any specific incident.” At this point, the defense attorney may ask, “So your answer is yes?” Do not agree with him. Simply remind him you gave an answer to his question and you may repeat your answer again. Remember that the defense attorney will try to take a particular word or phrase out of context to use it against you. Listen very carefully to the words used in each question.

Answer only the question asked

This is very difficult because we all have a tendency to jump ahead and tell a story. Keep your answer *as short as possible*. The best way you can do this is to keep your answer to only one sentence. This way you force the defense attorney to ask more specific questions.

Do not volunteer information

Anytime you give a long explanation instead of a short answer, you have opened many areas for possible questions. The deposition will take longer, and you have given the opposing side a better look at your evidence, and at you. This is not the time to “bare your soul.” Your attorney will tell you when that is appropriate. Offering extra information only leads to more questions. We need to keep it short, and be very truthful without “giving away the store.” Trial is the time when your whole story will be told and your attorney will be asking the questions then. At the deposition, just answer the question asked. At the end of your deposition when the defense attorney is finished, your attorney can ask you questions to clarify any area where further deposition testimony may be needed, so do not worry about whether you gave all the necessary information.

Answer every question fully

This may seem to contradict the previous rule, but it does not. A complete answer is given to only the question asked. All relevant details should be given. If not, you will face a serious problem. Later on, probably at trial, you will be asked the same question as the defense attorney works from your earlier deposition transcript. If you

add or embellish the facts at trial, which are not *all* the facts stated in your deposition, then you will be criticized on the witness stand as a person who conceals things and cannot tell the truth when asked.

Do not answer in absolutes

Well what does that mean? It simply means you must leave the door open for more later on. Frequently the defense attorney will ask what I call a “clean-up” question such as, “Is that all?” Sometimes it’s phrased as, “Have you told me everything about this?” Be careful. Do *not* say yes. Do *not* say, “That’s all.” This is a trap. I use it myself, and you can expect a good attorney to use it. If you say yes, you are held to that exact answer, and at trial if you remember anything new you will be called a liar because you said that’s all when asked the question at deposition earlier. Well how can you avoid this? Easy. Just leave the door open by saying, “*That’s all I can recall at this time.*” Now, you have left open the opportunity to recall other details that you could not recall when sitting at the deposition. Normally there will be some additional facts recalled after the deposition, and at deposition you are understandably nervous. Even if you are not asked if you have told everything, conclude your response with this kind of answer.

Try to answer with a full sentence

For example, if you are asked, “Did you ever steal money?” try to answer “I have never stolen any money.” This is better than a plain “no.”

Pause and think about the question you are asked

Do not take long, just pause and think. Give me time to object, if I find it necessary. Normally I try to stay out of it, but in some cases I need to object quite frequently. This all depends on the attorney hired by the defendant. If any question is inappropriate, I will object and tell you not to answer it.

Support your conclusions with descriptions

Imagine you are teaching a class of twelve students/jurors. Draw a picture in their minds so they see what it was like. There is a big difference between testifying that, “We didn’t have any money for food,” and testifying that, “We didn’t have any money for food, so at night when my children were hungry and I couldn’t feed them, I let them crawl into bed with me and we all cried ourselves to sleep together.” There is a difference, isn’t there? That is how I need you to draw a mental picture for the opposing attorney. You can do it. You were there. You are the best person to describe what happened and what it felt like.

Use approximations rather than exact measurements

Exact measurements are difficult to know. The conference room width or table length can be used as a reference to estimate a distance.

Do not guess

If you do not know the answer, do not guess at one. If you are giving an estimate make sure you say it is an estimate. For example, if you are asked how many car lengths away you were from another car, you should say that you were *about* 3 or 4 car lengths, or say, “I would estimate I was about 3 or 4 car lengths away.” Do not commit yourself to a specific number unless you are quite positive the exact number is correct. The same thing goes for date and time questions. Often in deposition you will be asked what date an incident occurred, how many times it occurred, or what time of day it occurred. Unless you are absolutely sure, you should only give an estimate. On some questions you will know exactly and be quite certain. On other questions you may be a bit uncertain so an estimate is better. If you don’t recall the exact date an incident occurred, use another known date as a reference point. For example, if asked when you were told a specific instruction by your supervisor, or asked when you made a certain complaint, you can say you don’t know the exact date but that it was before “this” and after “that” had happened. Common

reference points may be holidays, weekends, pay raise dates, or even seasons of the year such as summer or fall.

Never say never

These words can be used against you and are not necessary to fully answer question. Similarly, do not use “always.” The only time you need to use these words is when you are absolutely sure. Sometimes a particular event or act may be forgotten, and then later recalled after you have testified. It would sure look suspicious to add another event after you have testified under oath that you “never” did something. This can damage your credibility and the defense will make a big point of changing testimony.

Ignore intimidation

Always be polite and positive while testifying. Do not let bullying tactics have any effect on you. And do not try to intimidate the opposing attorney with argument or facial expressions. Any time you feel anxious or too nervous and stressed, ask to take a break. A short break every hour is normal for depositions.

Wait for a complete question

Do not interrupt the opposing attorney. Wait until the question is completed before you answer. Do not anticipate the end of the question and jump in with a quick answer. Remember, I may want to object to the question and I need that one second pause.

Give a complete answer

If the opposing attorney interrupts you before your answer is finished, let him ask the next question, then tell him your prior answer was not finished. Do it politely. Try, “I’m sorry but I had not finished my answer to the previous question.” Then give your complete answer. The reason the opposing attorney cuts you off is because the attorney did not like your answer. That means your answer helps us and hurts the opposing side so they want to stop you from answering.

Make sure you really understand the question

There will always be a few questions you do not understand, or you may not know how to answer. When you are asked a question that has a phrase or word you are not real familiar with, tell the attorney you do not understand the question. It's simple. Just say, "I don't understand your question." Or say, "I'm not sure what you are asking me." This will usually prompt a response of "what don't you understand about the question?" Then you tell the attorney what part of the question is not understood. Don't let the attorney get you mad here. Sometimes they can get sarcastic and try to make you feel stupid. Do not let it bother you. If the attorney acts that way, it usually means they are getting frustrated and not getting the answers they want.

One other way to handle this is to ask the attorney to clarify a word or phrase. It's important to clear up any possible misunderstanding so there is a clear question and a clear answer. This is your testimony and it's important. The testimony you give in deposition is the same as it will be in court during trial. (If not, you will be called a liar because you gave two different answers to the same question). The only difference between deposition and trial is that at trial the questions and answers are in a different order, since each attorney will arrange the questions to draw out answers he wants in the order he wants. Now, just one caution here. Do not overdo it by asking the attorney to clarify or rephrase questions too often. Too much of this will appear that you are playing games to avoid giving honest answers.

Be polite

No matter what happens or how you feel inside, be polite. It will not hurt to say "no sir" instead of just "no." Or you can say "no ma'am" instead of just "no." Just like with the other instructions, remember not to overdo it. It can become obnoxious if you "sir" and "ma'am" too much. In some cases the attorneys can get fairly obnoxious, sarcastic and critical. Ignore any bad manners. You must

always be polite. The opposing attorney may act that way toward you to see if you get angry and say something stupid. If you do get angry, and you say something stupid, you can be sure that foolish remark will be read to the jury. The opposing attorney may also be showing off for his client. No matter what happens, be polite. Later at your attorney's office you can privately say the things you held back.

Maintain eye contact and don't wiggle around

Look at the attorney questioning you, or look at the jury if it's during trial. Keep your head up. Do not twist your chair from side to side. Do not fold your arms across your chest. That makes you look defensive. Speak out clearly, speaking as you would to a group of interested friends.

Dress appropriately

Dress in something comfortable, not too dressed up, and not too casual. Clean, neat casual clothes are fine. If you do not work in a suit for your job, do not wear one to deposition or trial. Tee shirts are not appropriate, neither are shorts. Women can wear a great variety, just no extremes. Go easy on the make-up and perfume. Do not dress up like you are going out for a party. The people facing you in the deposition do not like you. Dressing up and looking good will not change that fact. Wear clothing you would normally wear. Be comfortable, calm, articulate and polite.

Let your attorney object

After each question, pause for one second. Do not be too eager to answer. Your attorney may want to object, and if you answer too quickly the objection is lost. That means your attorney cannot raise an objection at trial to that same question. You will have a tendency to answer quickly to emotional, tough questions. Those are the ones that get you a little mad and make you respond back with a fast answer. Those are exactly the questions that your attorney may need to object to. These kinds of questions are usually thrown at you

unexpectedly. Keep calm, wait to see if your attorney objects, then give your answer.

I recommend that you re-read this chapter several times before your deposition. Think about your case as you read it. Try to think of questions you will be asked, and how you will answer. Try to think of the questions that may get you angry, and practice staying cool, but not so “cool” you appear incapable of emotion. Think about how you would feel if you were sitting on a jury and watched someone give your testimony. Would you think they were lying if they appeared too rehearsed? Would you feel they were harmed if they showed no emotion? Think about it. Make notes about any questions you may have and go over them with your attorney.

Follow these simple rules and your deposition will be very successful.

Towards a Glossary of Personal Injury Legal Terms

Our partial glossary of personal injury legal terms was provided to us by good friend and exceptional trial lawyer Christopher M. Davis. Chris has tried dozens of personal injury cases to verdict and has successfully handled and resolved hundreds of accident claims. He has been recognized as a “Rising Star Attorney” and a “Super Lawyer” in consecutive years by the legal publication Washington Law & Politics. In 2008, Mr. Davis was recognized as a lawyer in the “Top 100 Trial Lawyers in Washington State” by the American Trial Lawyers Association.

Acceptance: Acceptance prevents a buyer rejecting goods for breach of contract (i.e. if goods are faulty). There are 3 ways in which a buyer will be regarded as having ‘accepted’ goods: 1. If he tells the seller that he accepts the goods; 2. If he retains goods beyond a reasonable time without telling the seller that he wishes to reject them; and 3. If he does an act which suggests that the seller no longer owns the goods (i.e. if he gets someone other than the seller to repair faulty goods).

Addiction: A physiological and psychological compulsion for a habit-forming substance. In extreme cases, an addiction may become an overwhelming obsession, which may cause injuries or even death.

Affidavit: A written statement affirmed or sworn by oath before a commissioner for taking affidavits or a notary public, for use as evidence in court.

Affirmed: In the practice of the appellate courts, the decree or order is declared valid and will stand as rendered in the lower court.

Age of Majority: The age when a person acquires all the rights and responsibilities of being an adult. In most states, the age is 18.

Aggregate Products Liability Limit: This limit represents the amount of money which an insurer will pay during the term of a policy for all Products Liability claims which it covers.

Alcohol Education Program: One of the required penalties of a DUI conviction.

Allegation: Something that someone says happened.

Alternative Dispute Resolution: Methods for resolving problems without going to court. Mediation is one form of ADR.

Amicus Curiae: Latin for “friend of the court.” Refers to a party that is allowed to provide information (usually in the form of a legal brief) to the court even though the party is not directly involved in the case.

Answer: In a civil case, the defendant’s written response to the plaintiff’s complaint. In Washington the answer must be filed within 20 days, and it either admits to or denies the factual basis for liability.

Appeal: A request to a supervisory court usually composed of a panel of judges, to overturn the legal ruling of a lower court.

Appellate: About appeals; an appellate court has the power to review the judgment of another lower court or tribunal.

Arbitration: A method of alternative dispute resolution in which the disputing parties agree to abide by the decision of an arbitrator. The arbitrator decides the case, just like a judge or jury.

Arraignment: The first court appearance after an arrest, where the charges are formally read, and you enter a plea.

Assignment: The transfer of legal rights, such as the time left on a lease, from one person to another.

Assumption of Risk: A defense raised in personal injury lawsuits. An Assumption of Risk asserts that the plaintiff knew that a particular activity was dangerous and thus bears all responsibility for any injury (or possibly a death) that resulted.

At Fault: Found responsible. Sometimes fault is shared between parties involved, depending on the circumstances of each case. Shared fault is also referred to as comparative fault.

Attorney-Client Privilege: Generally, all communications between an attorney and their client are privileged, that is they are entirely confidential, being given special protection under the law, and no one else (particularly their opponents in a lawsuit) are entitled to gain access to them. This is referred to as the Attorney-Client Privilege. Also, most documents produced by an attorney and his staff in regard to the client's case are also privileged. This is referred to as the attorney work-product privilege. Often times, a defense attorney may, through the discovery process, seek to acquire access to these documents developed by the personal injury attorney and his client. There are only very narrow and specific instances where they are entitled to do so. However, it is the job of the personal injury attorney to know these exceptions and to zealously guard the confidentiality of these documents and the privacy of his clients.

BAC: Blood alcohol content. In most states, alcohol level may be determined by reference to breath alcohol level as well, without having to convert to blood alcohol level.

Bad Faith: Dishonesty or fraud in a transaction, such as entering into an agreement with no intention of ever living up to its terms or knowingly misrepresenting the quality of something that is being bought or sold.

Bench Trial: Also called court trial. A trial held before a judge and without a jury.

Bifurcation: Splitting a trial into two parts: a liability phase and a penalty phase. In some cases, a new jury may be impaneled to deliberate for the penalty phase.

Blood Alcohol Content/Level (BAC): The amount of alcohol in your bloodstream. The legal limit is .08% in Massachusetts and most states. For someone under 21, the legal limit is .02%.

Bodily Injury Liability: A legal liability that may arise as a result of the injury or death of another person.

Bond: A document with which one party promises to pay another within a specified amount of time. Bonds are used for many things, including borrowing money or guaranteeing payment of money.

Breach of Warranty: Takes place when a seller fails to uphold a claim or promise about a product. The law expects companies to stand by their assertions and fulfill any obligations made to customers.

Brief: A written document that outlines a party's legal arguments in a case.

Burden of Proof: The duty of a party in a lawsuit to persuade the judge or the jury that enough facts exist to prove the allegations of the case. Different levels of proof are required depending on the type of case.

Business Liability: The term used to describe the liability coverages provided by the business owner's Liability Coverage Form. It includes liability for bodily injury, death, property damage, personal injury, advertising injury, and fire damage.

Caps on Damages: A damages cap is an arbitrary ceiling on the amount an injured party can receive in compensation by a judge or jury, irrespective of what the evidence presented at a trial proves compensation should be. A cap is usually defined in a statute by a dollar figure or by tying the cap to another type of damages (e.g. two times compensatory damages). Caps usurp the authority of judges and juries, who listen to the evidence in a case, to decide compensation based on each specific fact situation. Several states have declared caps unconstitutional.

Caps on Non-Economic Damages: Non-economic damages compensate injured consumers for intangible but real injuries, like infertility, permanent disability, disfigurement, pain and suffering, loss of a limb or other physical impairment. Caps or limits on non-economic damages have a disproportionate effect on plaintiffs who do not have high wages – like women who work inside the home, children, seniors or the poor, who are thus more likely to receive a greater percentage of their compensation in the form of non-economic damages if they are injured.

Case Evaluation: One of the most difficult challenges for a private individual handling their own personal injury claim is to know what their claim is worth. Most people simply don't feel comfortable in the bargaining process to settle a claim. And even those people who are comfortable with it are at a great disadvantage if they have no real idea where to start bargaining from. Likewise, an attorney who is inexperienced or unfamiliar with personal injury law may not yet have developed the necessary feel for the value of a client's case, and may not yet be familiar with the many resources available to help evaluate a claim. Personal injury attorneys who are well-experienced in resolving personal injury claims will have developed the knowledge of how particular factors will influence the value of a claim. Things such as comparative negligence issues (in which more than one person was at fault for an accident), punitive damages issues (in which the actions of a defendant, such as a drunk driver, were particularly reprehensible), and pre-existing medical conditions of the claimant which may either increase or decrease the value of their claim. Experienced personal injury attorneys will also have access to resources (some at considerable expense), both in book form and on-line, which give them up-to-date details about the claim value of particular types of injuries. An attorney should have an extensive, up-to-date library with medical and legal information that assist substantially in evaluating claims.

Case Law: Also known as common law. The law created by judges when deciding individual disputes or cases.

Case of First Impression: A novel legal question that comes before a court.

Catastrophic Injury: A catastrophic injury is one that is so severe that the injured person is not expected to fully recover. The injured person may require multiple surgeries, long hospital or rehabilitative stays, and full-time nursing or assistive care. Some examples of catastrophic injuries include certain types of brain injuries, spinal cord injuries, severe burns, loss of limb, amputation, and paralysis or paraplegia.

Certiorari: Latin that means “to be informed of.” Refers to the order a court issues so that it can review the decision and proceedings in a lower court and determine whether there were any irregularities. When such an order is made, it is said that the court has granted certiorari.

Challenge for Cause: Ask that a potential juror be rejected if it is revealed that for some reason he or she is unable or unwilling to set aside preconceptions and pay attention only to the evidence.

Chambers: A judge’s office.

Change of Venue: A change in the location of a trial, usually granted to avoid prejudice against one of the parties.

Charge to the Jury: The judge’s instructions to the jury concerning the law that applies to the facts of the case on trial.

Charge: The law that the police believe the defendant has broken.

Charging Lien: Entitles a lawyer, who has sued someone on a client’s behalf, to be paid from the proceeds of the lawsuit before the client receives their proceeds.

Chief Judge: The judge who has primary responsibility for the administration of a court but also decides cases; chief judges are determined by seniority.

Circumstantial Evidence: Indirect evidence that implies something occurred but doesn't directly prove it.

Civil Lawsuit: A lawsuit in which one does not need to prove criminal liability. Most civil lawsuits involve the question of paying money damages.

Claimant: The claimant in a personal injury case is the person (or persons) injured as a result of the negligence of one or more other parties. If a formal lawsuit is filed, the claimant becomes the plaintiff in the lawsuit and the negligent party becomes the defendant. An insurance claim is the formal beginning of a personal injury case, and is made when the personal injury attorney informs an insurance company (or a self-insured business or government entity) that the injured person will be seeking compensation for damages that were sustained. It is very important when making an insurance claim to know what information must be given to an insurance company, what information need not be given, and what information should never be given. Providing more information than required by law may seriously damage the value of a personal injury claim. Also note that a claimant may be a family member in the case of a wrongful death suit.

Clear and Convincing Evidence: The level of proof sometimes required in a civil case for the plaintiff to prevail. It is more than a preponderance of the evidence but less than beyond a reasonable doubt.

Clerk of the Court: An officer appointed by the court to work with the chief judge in overseeing the court's administration, especially to assist in managing the flow of cases through the court and to maintain court records.

Collapse: Literally, to cave in or give way. Term usually used in a case where a building under construction collapses and causes injury or death to those working in the area.

Common Law: The legal system that originated in England and is now in use in the United States. It is based on judicial decisions rather than legislative action.

Comparative Negligence: The degree to which the plaintiff is at fault (if at all) when compared to the fault of the defendant. A jury determines comparative negligence after hearing the facts of the case and the relevant law as instructed by the Judge. Damages may be reduced or apportioned as a result of plaintiff's comparative negligence.

Compensable Claim: A claim for which a person is entitled to receive compensation.

Compensation: Monetary award transferred from defendant to plaintiff to make up for some wrong, damage or injury caused by the defendant's actions or inaction.

Compensatory Damages: Reimburse the plaintiff for actual dollar value that the plaintiff has lost due to the injury (e.g. medical expenses, lost income, loss of future earning capacity, may also include pain and suffering, etc.). A family member may be entitled to compensatory damages in the event of a wrongful death.

Complaint: The formal document that starts a lawsuit once filed with the court. A complaint will outline the circumstances (parties, nature of damages, desired relief, etc.) of the incident that form the case.

Comprehensive General Liability: A policy covering a variety of general liability exposures, including Premises and Operations, Completed Operations, Products Liability, and Owners and Contractors Protective. Contractual Liability and Broad Form coverages could be added. In most jurisdictions, the "Comprehensive" General Liability policy has been replaced by the newer "Commercial" General Liability (CGL) forms which include all the standard and optional coverages of the earlier forms.

Comprehensive Personal Liability: This coverage protects individuals and families from liability for nearly all types of accidents caused by them in their personal lives as opposed to business lives. It is most commonly a part of the protection provided by a Homeowners policy.

Conflict of Interest: Refers to a situation when someone, such as a lawyer or public official, has competing professional or personal obligations or personal or financial interests that would make it difficult to fulfill his duties fairly.

Consideration: The price in a contract for the other party's promise. The price may be a promise or an act (e.g. promise of payment). A party can only sue on a promise if he has given consideration in return for the promise. Consideration is often a monetary amount, but does not have to be.

Contempt of Court: An action that interferes with a judge's ability to administer justice or that insults the dignity of the court. Disrespectful comments to the judge or a failure to heed a judge's orders could be considered contempt of court. A person found in contempt of court can face financial sanctions and, in some cases, jail time.

Contingent Fee Agreement: When an injured person, or the family member of a deceased person, hires an attorney to represent them in a lawsuit, they both sign a contingent fee agreement. This is a document which is essentially the employment contract with the attorney that lays out in detail all of the terms of that employment. "Contingent fee" refers to the fact that the attorney is being hired on the basis that they will only receive a fee from the client contingent upon the client receiving money from the person(s) causing their injuries. This means that the personal injury attorney only receives payment from the client when the attorney has secured a settlement, binding arbitration award, or jury verdict for the client. This allows even clients of very modest means to hire the very best attorneys for

their cases. A good personal injury attorney will be experienced in all phases of case work, and will be able to properly guide the client's case while it is an insurance claim, and, if necessary, on through the stages of lawsuit, discovery, arbitration, mediation, and/or trial.

Contingent Liability: A liability imposed because of accidents caused by persons other than employees for whose acts an individual, partnership or corporation may be responsible. For example, an insured who hires an independent contractor can in some cases be held liable for his negligence.

Contributory Negligence: Prevents a party from recovering for damages if he or she contributed in any way to the injury. Not all states follow this system. Washington does not follow the law of contributory negligence.

Counsel: Legal advice; a term used to refer to lawyers in a case.

Counterclaim: A claim that a defendant makes against a plaintiff.

Cross Examination: The process of challenging the evidence presented by a witness, typically a police officer in these cases.

Damages: Damages are awarded in various categories. Compensatory damages compensate the plaintiff for actual dollar-value losses (e.g., medical expenses, both past and future), lost income, loss of future earning capacity, etc. General damages, which are also a form of compensatory damages, cover more intangible losses, such as pain, suffering, humiliation, the loss of enjoyment of life as well as grief suffered from the loss of a loved one. Punitive damages (which are rare) serve to punish a defendant for extreme behavior and which serve to deter others from similar conduct.

Decision: The judgment rendered by a court after a consideration of the facts and legal issues before it.

Defective Product: A "defective product" is one that causes injury to a person because of some defect in the product (e.g., manufacturing

defect, design defect, or inadequate warning). Product liability litigation and claims are usually more complicated than ordinary cases because of the necessity of securing experts in the field from which the product was manufactured. These experts can show alternative designs, and can demonstrate that the manufacturer could have prevented the injury, or death, by making modifications, installing safety guards, or having designed a completely different product.

Deposition: A deposition is a form of discovery in which a plaintiff, a defendant, a witness, or an expert witness with relevant information about a lawsuit is formally questioned under oath by the attorneys representing all parties in the lawsuit. The deposition is similar to the giving of oral testimony in a trial, but takes place under less formal circumstances and in advance of a trial. The deposition is typically before a court reporter and the witness is subjected to examination by attorneys for all parties.

Defendant: A person who is sued or accused in a court of law.

Design Defect: In these cases, a poor design causes injury to the person. In North Carolina, the injured person must prove that the manufacturer acted unreasonably in designing the product, that this conduct proximately caused the injury, and one of the following: the design of the product was so unreasonable that a reasonable person, aware of the facts, would not use or consume a product of this design; or the manufacturer unreasonably failed to adopt a safer, practical, feasible and otherwise reasonable design and that the better design would have prevented or substantially reduced the risk of harm without substantially impairing the usefulness, practicality or desirability of the product.

Direct Evidence: Evidence that is directly perceived to prove an alleged fact.

Direct Examination: The initial questioning of a witness by the party that called the witness.

Directed Verdict: A judge's order to a jury to return a specified verdict, usually because one of the parties failed to prove its case.

Disbursements: Expenditures of money. When lawyers charge clients for disbursements, they seek to recover costs for expenses such as photocopying, long-distance phone charges, etc.

Discovery: The use of depositions, interrogatories, requests for production of documents, requests for admissions, and demands for independent medical examinations, and other procedures to discover relevant evidence possessed by the other parties or by independent witnesses.

Dismissal with Prejudice: An order to dismiss a case in which the court bars the plaintiff from suing again on the same cause of action.

Dismissal without Prejudice: An order to dismiss a case in which the court preserves the plaintiff's right to sue again on the same cause of action.

Dismissal: The judge may dismiss your case at motion hearing if there is evidence that your rights were violated during the stop of the vehicle, or a host of other reasons, if the evidence against you is weak. The judge can dismiss a case with prejudice, which means the DA can't re-file the case against you, or without prejudice, which means the DA can choose to re-file and try again to convict you.

Drunk Driving: A general reference to those criminal cases that are called DUI, DWI, OUI, OWI, DUIL, DWAI, or other acronyms. They generally describe two types of cases: first, where the driver is sufficiently impaired by alcohol, drugs, or a combination of the two that the driver cannot drive safely. Second, "drunk driving" relates to those cases where someone is above that state's legal limit, usually .08, no matter how safely the person is driving.

DUI: Driving under the influence. Will either refer to driving under the influence of alcohol, driving under the influence of drugs, or

driving under the influence of a combination of liquor and drugs. This is the most widely used acronym for drunken driving cases. The standard for what it means to be under the influence will vary from state to state. It is important to contact a lawyer in your area that knows DUI law if you have been accused of DUI or a related drunk driving offense.

Duty to Warn: The legal obligation to warn people of a danger. Typically, manufacturers of hazardous products have a duty to warn customers of a product's potential dangers and to advise users of any precautions they should take.

Exculpatory Evidence: Evidence that the District may possess that could establish your innocence.

Expert Witnesses: Expert witnesses are individuals trained in some particular specialty, such as medicine, engineering, accident reconstruction, or economics. By virtue of this training they are qualified to render "expert opinions" or "expert testimony" regarding the facts of a case. Some expert witnesses may have had direct involvement in the personal injury case prior to the beginning of a lawsuit, such as a treating physician (who directly provided medical care to an injured person) or a police officer at a traffic accident scene who has been trained in accident reconstruction (although very few officers actually have more than minimal training in this specialty). Most expert witnesses, however, are hired by one side or the other in a personal injury case for the purpose of analyzing complex information that falls within their area of expertise. Expert witnesses may be vital to a personal injury case's successful conclusion, especially in cases where the facts are highly disputed or particularly complicated. As personal injury attorneys gain experience in their specialty, they will become more and more familiar with whom the most qualified and respected expert witnesses are.

Strict Liability: A type of liability that arises from extremely dangerous operations. An example would be in the use of explosives:

A contractor would almost certainly be liable for damages, injuries or death caused by vibrations of the earth following an explosive detonation. With strict liability it is usually not necessary for a claimant to establish that the operation is dangerous.

Afterword

There's no doubt: if you've been injured in an accident, you need all the help you can get. I hope that reading this book, at the very least, has given you a measure of confidence—and more than a little knowledge—in your pursuit of the compensation you need to get your life back on track. I can imagine nothing more important than protecting you and your family's well being. In representing my clients and in writing this book, helping people do just that has been—and, so long as I am able, will continue to be—my single greatest aim as an attorney.

If you would like to speak to me directly about your case, don't hesitate to contact me. You can reach me—whether by mail, e-mail or phone—at:

Joseph M. Ghabour & Associates, LLC
432 Route 34, Suite 2A
Matawan, NJ 07747
joseph@ghabourlaw.com
1-866-99Accident (866-992-2243)
www.GhabourLaw.com

I wish you a complete recovery and the full fairness and justice of our legal system.

Joseph M. Ghabour

Works Consulted

Bisnar, J. (2008). *The Seven Fatal Mistakes that Can Wreck Your California Personal Injury Claim*. Newport Beach, CA: Equalizer Books.

California DMV. (2009). *2009 California Driver Handbook*. Retrieved 2009, from California DMV: <http://www.dmv.ca.gov/pubs/dl600.pdf>

Choulos, G. V. (2009, May). Tips from a biker/trial attorney on handling the motorcycle case. *Plaintiff*.

Creaser, J., Ward, N., Rakauskas, M., Boer, E., & Shankwitz, C. (2007). *Effects of Alcohol on Motorcycle Riding Skills*. Department of Transportation, NHTSA, Washington, DC.

Elvidge, J. (1999, April). *Rolling Stoned: Experiments in Riding Motorcycles While Drunk*. Retrieved 2009, from Motorcycle Cruiser: http://www.motorcyclecruiser.com/streetsurvival/riding_drunk/index.html

Hurt, H., Ouellet, J., & Thom, D. *Motorcycle Accident Cause Factors and Identification of Countermeasures, Volume 1: Technical Report*. University of Southern California, Traffic Safety Center, Los Angeles, Contract No. DOT HS-5-01160, January 1981 (Final Report)

Motorcycle Safety Foundation. (n.d.). *What You Should Know about Motorcycle Helmets*. Retrieved 2009, from MSF Cycle Safety Information:

Also By Joseph M. Ghabour

Your Car is Wrecked! Don't Wreck Your Injury Case

-Guide to Auto Injury Claims

A Basic Guide for Injured Bicyclists

-Cycling Your Way to Recovery and Compensation

Safe & Secure

-A Guide to Keeping Your Child Safe.

Diary for the Injured

-A Workbook for Recording your Injuries & Losses.

The Essential Guide to Pedestrian Safety

-Know What you are Walking Into

A Simple Guide to Auto Insurance

-How Much is Enough Coverage?

WA

WHEN THE
OPEN ROAD IS
NOT
SO FRIENDLY

GUIDE TO MOTORCYCLES ACCIDENT CLAIMS

If you've recently been injured in a motorcycle accident, peace of mind is probably in short supply. My hope is that, in reading this book, you'll better understand what happened to you, what steps you should take now to secure a fair settlement, and what to expect in the future from the process of personal injury litigation.

Most collisions between cars and motorcycles are the result of the driver's negligence, not the motorcyclist's. Drivers often fail to even see, much less properly gauge the speed of, nearby motorcycles. The injured motorcyclist both needs and deserves adequate compensation for the cost of medical bills, missed work, lost earning potential and the pain and suffering endured as a result of the accident.

If you would like to speak to me directly about your case, don't hesitate to contact me. You can reach me—whether by mail, e-mail or phone—at:



Joseph M. Ghabour & Associates, LLC
432 Route 34, Suite 2A
Matawan, NJ 07747
joseph@ghabourlaw.com
1-866-99Accident (866-992-2243)
www.GhabourLaw.com

\$29.95

WA WORD ASSOCIATION
PUBLISHERS
www.wordassociation.com
1.800.827.7903

