

A Few Basics About Automobile Claims and Automobile Insurance:

1. ABOUT YOUR MEDICAL BILLS:

If you are injured in a motor vehicle accident, your medical bills will be paid by your insurance, even if the accident is the fault of someone else. The medical insurance that you have under your automobile policy will be primary, and, if that is used up, your health insurance takes over. The advantages to having ample medical coverage under your automobile policy are that you will not have the deductibles that you have under your health insurance policy, and you are not using up a lifetime limit which your health insurance might have. In addition, if medical bills are paid by Medicare, Medicare will be entitled to be repaid from the proceeds of any recovery received from someone else at fault for the accident. The same rule may apply if medical bills are paid by an employer-funded health plan. Consequently, your ability to receive full compensation for your injuries may be significantly compromised by having medical bills paid from a source other than your automobile insurance.

2. ABOUT YOUR WAGE LOSS:

Wage loss coverage under your automobile insurance policy is very important and many people do not realize it. If you are involved in an automobile accident and you will be out of work for several months, the only place to look for lost wages is your automobile insurance policy or a disability insurance policy, which most people do not have. Even if the automobile accident is caused by someone else's negligence, it will likely take a year or two to resolve your claim, and the only money that will be coming in while you are out of work is wage loss coverage under your automobile insurance or disability insurance.

3. ABOUT GAP INSURANCE:

If you lease an automobile, you should consider purchasing what is commonly called gap insurance. Ordinarily, if your car is destroyed in an accident, you have continuing liability under the lease. Collision coverage may be paid for the market value of the car, but if the market value is below the residual buy-out price of the car, you may have exposure for the difference between what the insurance company pays and the residual buy-out price. By purchasing gap coverage, you can avoid personal exposure for that problem.

4. ABOUT LIABILITY INSURANCE:

Liability insurance protects you or anyone driving your car with your permission if there is an accident which is caused by your negligence or the negligence of someone driving your automobile with your permission. Pennsylvania law requires that anyone owning (or leasing) an automobile have liability insurance protection of at least \$15,000.00 for claims of any one person injured in an accident and \$30,000.00 for claims of multiple persons injured in an accident. You should consider carrying as much liability insurance protection as you can comfortably afford.

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5. ABOUT UNDERINSURED/UNINSURED MOTORIST INSURANCE:

Underinsured and uninsured motorist protection is insurance protection under your policy that offers you protection if you are involved in an automobile accident caused by the negligence of someone else and that other person either has no liability insurance (which unfortunately frequently happens even though the law requires everyone to purchase insurance) or if the other person has insufficient insurance to fully compensate you for your injuries. By law, an insurance company must offer you the right to purchase uninsured/underinsured coverage which is at least equivalent to the amount of liability insurance which you purchase. In addition, an insurance company must offer you the ability to stack your uninsured/underinsured coverages. This means that, if there are three automobiles insured under your policy, and you elect to “stack,” the available limits of your uninsured/underinsured coverage are actually tripled. You should purchase as much uninsured/underinsured motorist coverage as you can comfortably afford, and you should request stacking in order to improve your chances of being fully compensated for injuries received in an automobile accident caused by someone else’s negligence.

6. ABOUT LIMITED TORT AND FULL TORT PROTECTION:

When you purchase automobile insurance, you will be given a choice of purchasing insurance with a limited tort or full tort option. If insurance is purchased with a limited tort option, it may restrict your ability to sue someone you believe is at fault for injuries you have suffered in an automobile accident and it may also impede your ability to assert claims under your own insurance for uninsured/underinsured motorist coverage. Frequently, injuries which you may consider to be serious or painful will not provide a basis for filing a lawsuit against a responsible person if you have selected limited tort coverage.

7. ABOUT THE STATUTE OF LIMITATIONS:

As a general proposition, a lawsuit based upon injuries received as a result of a motor vehicle accident must be filed within two (2) years of the date of the accident.

If you have been injured as a result of a motor vehicle accident which you believe was caused by the fault of someone else, we would be pleased to meet with you to discuss the matter and explore your options. Please call Mark H. Scoblionko at 610-434-7138, extension 12, to schedule an appointment.