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Sample Claim Report

Insured

Michael Thompson

Claimant

Sarah Jennings

Incident Date

August 15, 2024

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[Fictitious Facts Used Throughout. Not Based on a Real Event.]

I. Claim Overview

1. Customer:

- The insured customer is identified as Michael Thompson. Cross-checks with the policy documentation, claim forms, and related correspondence confirm the accuracy of this name.

2. Claimant:

- The claimant's name is identified as Sarah Jennings. Verification across multiple mentions in the document set confirms this name accurately.

3. Claim Number:

- The extracted claim number is 47893-WZ2024. This number has been verified for consistency across headers, footers, and claim summaries within the document stack.

4. Date of Loss (DOL):

- The date of loss is documented as August 15, 2024. This date aligns with information in the accident reports and witness statements provided. There are no discrepancies noted.

5. Claim Type:

- The type of claim is classified as 'Auto'. This classification is confirmed through cross-referencing the detailed descriptions in the claim form, the associated policy type, and forms submitted with the claim documents.

II. Involved Parties

6. Insured:

- Name: Michael Thompson
- Employer: Not Available
- Address: 324 West Elm Street, Springfield, IL
- Role: Insured driver

7. Claimant:

- Name: Sarah Jennings
- Employer: Springfield Marketing Solutions

- Address: 120 East Park Avenue, Springfield, IL
- Role: Other driver involved in the accident

8. Police Officer:

- Name: Officer James Dalton
- Employer: Springfield Police Department
- Address: Police Department, 500 South State Street, Springfield, IL
- Role: Reporting officer at the scene of the accident

9. Lawyer (Insured's lawyer):

- Name: Emily Peterson
- Employer: Peterson & Associates Law Firm
- Address: 55 North Cherry Lane, Springfield, IL
- Role: Legal representative of Michael Thompson

10. Lawyer (Claimant's lawyer):

- Name: Robert Clark
- Employer: Clark Legal Group
- Address: 402 River Road, Springfield, IL
- Role: Legal representative of Sarah Jennings

11. Medical Provider (Attending physician for Sarah Jennings):

- Name: Dr. Lisa Monroe
- Employer: Springfield General Hospital
- Address: 100 Medical Plaza, Springfield, IL
- Role: Physician treating injuries sustained in the accident

12. Witness:

- Name: Samuel Lee
- Employer: Not Available
- Address: 215 Oak Drive, Springfield, IL
- Role: Eyewitness to the accident

All names and roles have been cross-verified with relevant documentation, such as police reports, medical records, and witness statements. Addresses and employers have been verified where available. No discrepancies were found in the names, roles, or employer information. Addresses for the employers were consistent with known business listings.

III. Timeline of Events

1. Incident/Accident Event (August 15, 2024):

- Details: The accident occurred on August 15, 2024, involving a collision between Michael Thompson and Sarah Jennings at the intersection of 5th and Main in Springfield, IL. Immediate actions included calling the police and emergency medical services for Sarah Jennings, who reported neck pain at the scene.

2. Initial Report/Claim Filing (August 16, 2024):

- Details: Michael Thompson reported the claim to the insurance company via a phone call on August 16, 2024. The initial assessment noted the involvement of two vehicles and potential bodily injury to Sarah Jennings.

3. Police Report Filing (August 17, 2024):

- Details: The police report was filed by Officer James Dalton on August 17, 2024. It concluded that Sarah Jennings was at fault due to failing to yield at the stop sign, contributing to the accident's causation.

4. Medical Treatment Timeline:

- Emergency Room Visit (August 15, 2024): Immediate treatment for Sarah Jennings at Springfield General Hospital.
- Follow-Up Appointment (August 20, 2024): Assessment of persistent neck pain.
- Physical Therapy Sessions (Starting August 25, 2024): Ongoing weekly sessions to address mobility and pain issues.

5. Witness Statements and Investigations (August 22, 2024):

- Details: Statements from Samuel Lee and another passerby were collected, corroborating the police report's findings. An independent investigation by the insurance company began, reviewing traffic cam footage confirming the police report's conclusions.

6. Communications Between Parties (Multiple Dates):

- August 23, 2024: Initial communication between Michael Thompson's lawyer and the insurance company discussing potential liability and coverage.

- September 5, 2024: Sarah Jennings' lawyer contacts the insurance company requesting compensation for medical expenses.

7. Settlement Offers or Negotiations (September 10, 2024):

- Details: The insurance company made an initial settlement offer to Sarah Jennings for \$15,000, considering the accident details and medical costs incurred.

8. Demand Letter (September 15, 2024):

- Details: A demand letter from Sarah Jennings' lawyer was received, requesting a settlement amount of \$30,000 based on continuing treatment needs and alleged pain and suffering.

9. Other Significant Events:

- Insurance Company Inspection (September 20, 2024): Inspection of Michael Thompson's vehicle to assess damage severity and repair costs.
- Legal Filing (September 22, 2024): Filing of a claim by Michael Thompson's lawyer for minor vehicle damages and defamation due to erroneous fault claims.

IV. Liability Assessment

1. Initial Liability Determination:

- Determination: Based on the evidence provided in the claim documents, including the police report and witness statements, the initial liability determination for our insured, Michael Thompson, is no liability.
- Rationale: The police report clearly states that Sarah Jennings was at fault for failing to yield at the stop sign, which directly led to the collision. Witness statements from Samuel Lee and traffic camera footage corroborate this finding, showing that Michael Thompson was adhering to traffic laws at the time of the accident.

2. Contributory Negligence Info:

- Assessment: The documents reviewed indicate that Sarah Jennings exhibited contributory negligence. Her failure to observe stop sign regulations contributed significantly to the incident.

- **Justification:** The police report and corroborating witness statements highlight that Jennings did not stop at the stop sign, while Michael Thompson had the right of way. This failure directly contributed to the accident, suggesting that liability should be primarily assigned to Jennings.

3. Mitigation of Damages:

- **Insured's Actions:** Post-accident, Michael Thompson promptly reported the incident to the police and his insurance company and cooperated fully in the investigation, facilitating a swift and accurate assessment of the event.
- **Claimant's Actions:** Sarah Jennings sought immediate medical attention, which is considered an appropriate step in mitigating further health complications. However, there is no evidence in the documents that she took steps to mitigate further property damage or other potential losses.
- **Effect on Liability or Settlement:** Michael Thompson's actions post-accident are likely to favorably affect the settlement by demonstrating responsible behavior and compliance with procedural requirements. On the other hand, Jennings' lack of action in mitigating property damage may negatively impact her compensation claims.

V. Evidence Review

1. Police Reports:

- **Key Findings:** The police report, authored by Officer James Dalton, conclusively stated that Sarah Jennings was at fault for failing to yield at the stop sign, leading to the collision with Michael Thompson's vehicle. Citations were issued to Jennings for this traffic violation.
- **Consistency Check:** The conclusions drawn in the police report are consistent with witness statements and traffic camera footage. No discrepancies were noted between the police report and other sources.

2. Witness Statements:

- **Key Points Extracted:**
 - Samuel Lee (On-scene witness): Confirmed that Jennings did not stop at the stop sign and that Thompson had no opportunity to avoid the collision.

- Passenger in Jennings' Vehicle: Mentioned that Jennings was distracted by a phone call, which was not previously noted in the police report.
- Critical Observations: Witnesses collectively observed Jennings' failure to yield and her apparent distraction, which aligns with the liability assessment favoring Thompson.
- Contradictions Identified: There were no major contradictions in the witness statements regarding the sequence of events leading to the accident. However, the passenger's statement about the phone call introduces a new factor of distraction, which was not detailed in the police report.

3. Photos/Videos:

- Visual Evidence Description: Traffic camera footage at the intersection shows Jennings' vehicle entering the intersection without stopping, while Thompson's vehicle had the right of way. The footage clearly depicts the point of collision and the immediate aftermath.
- Summary of Visuals: The visuals corroborate the police and witness accounts that Jennings was at fault. Photos of the vehicle damages show significant impact to the passenger side of Jennings' vehicle and the front end of Thompson's vehicle, consistent with the described accident dynamics.

Conclusion: The evidence reviewed strongly supports the liability assessment that Sarah Jennings was primarily at fault for the accident. The police reports, witness statements, and visual evidence are consistent and collectively reinforce this conclusion. The introduction of the new detail regarding Jennings being distracted by a phone call, as mentioned by a passenger, has been noted for further investigation to assess if it influences the degree of fault or negligence attributed to her actions.

VI. Medical Records Summary

1. Primary Injury & Cause:

- Injury: Sarah Jennings sustained a closed fracture of the right radius.
- Cause: The injury occurred as a result of the car accident on August 15, 2024, when her vehicle was struck by Michael Thompson's car after she

failed to yield at a stop sign.

2. Physical Impact:

- **Effects:** Initially, Jennings experienced significant pain and a severely decreased range of motion. Over time, following medical intervention, there has been a noted improvement in her condition.
- **Recovery Milestones:** After six weeks of physical therapy, Jennings reported an improved range of motion and muscle strength, nearing pre-injury levels.

3. Medical Treatments and Their Effectiveness:

- **Treatments Received:** Jennings underwent closed reduction and casting for the initial management of the fracture. Following the initial treatment, she participated in a structured physical therapy program.
- **Effectiveness:** Pain management was primarily handled with Acetaminophen and Ibuprofen, which effectively controlled her symptoms. The physical therapy sessions significantly contributed to her recovery, as evidenced by her improved physical capabilities.

4. Expected Recovery Timeframes:

- **Typical Recovery Duration:** Closed fractures of the radius generally require 6–8 weeks to heal, followed by an additional 4–6 weeks of physical therapy to regain full function.
- **Claimant's Recovery Progress:** Jennings' recovery is currently within the expected timeframe for her injury type. She is still undergoing physical therapy and is expected to complete the treatment in the coming weeks, aligning with the typical recovery duration.

5. Red Flags for Exaggeration:

- **Potential Red Flags:** There are no significant red flags indicating exaggeration in this case. The treatment duration and Jennings' reported symptoms align with the medical findings and the nature of her injuries. There are no discrepancies in treatment reports or symptoms that would suggest exaggeration of the injury's impact.

Conclusion: The review of medical records provides a coherent and medically supported summary of Sarah Jennings' injuries, treatments, and recovery. The documentation supports the claim that her treatment and recovery trajectory

are consistent with her diagnosed injuries, with no evidence suggesting exaggeration of her condition.

VII. Coverage Details

1. Policy Limits:

- **Bodily Injury:** The policy provides a limit of \$100,000 per person and \$300,000 per accident for bodily injuries.
- **Property Damage:** The property damage coverage is capped at \$50,000 per accident.
- **Impact on Claim Payout:** Given the injuries sustained by Sarah Jennings and the damages to both vehicles, the bodily injury claim is well within the policy limit. However, the combined cost of vehicle repairs may approach the property damage limit, depending on final assessments. This could potentially limit payouts if total damages exceed the \$50,000 property damage cap (assuming liability on the insured).

2. Exclusions or Endorsements:

- **Exclusions Identified:** The policy explicitly excludes coverage for incidents involving criminal acts or intentional damage caused by the insured. There are also exclusions for accidents that occur when the vehicle is being used for commercial purposes, not applicable in this incident.
- **Endorsements:** An endorsement on the policy provides additional uninsured motorist coverage, which is not relevant in this case as both parties are insured.
- **Impact of Exclusions/Endorsements:** None of the exclusions apply to the current claim scenario, as the accident was neither intentional nor involved commercial use. Therefore, no exclusions are likely to limit liability or reduce the amount payable under this specific claim.

Conclusion: The extracted policy details align with the documented evidence and the nature of the incident. There are no exclusions or endorsements that negatively affect the coverage in this particular case. The policy limits are adequate to cover the bodily injuries claimed but should be closely monitored concerning property damages as repair costs finalize. All information has been cross-verified with the policy documentation, and no discrepancies have been found.

VIII. Red Flags for Fraud or Exaggeration

1. Inconsistent Statements:

- **Comparison of Accounts:** A review of Sarah Jennings' statements over time shows some variations in her description of the accident's impact and her activities just before the incident. Initially, she did not mention being on the phone, but later, the passenger in her vehicle indicated she was distracted by a call at the time of the accident.
- **Discrepancies Noted:** These inconsistencies between her initial account and subsequent details provided by the passenger raise questions about the accuracy of her report and could suggest potential misrepresentation.

2. Medical Billing Issues:

- **Review of Treatment and Billing:** The medical records for Jennings' treatment show a consistent approach aligned with the injuries claimed. However, the billing statements from physical therapy sessions include some charges for modalities typically used for more severe injuries, which does not completely align with her diagnosed mild fracture.
- **Potential Over-treatment:** There are indications of possible over-treatment, such as multiple sessions per week beyond the typical regimen for her type of injury. This pattern could suggest an attempt to inflate medical costs.
- **Pre-existing Conditions:** There is no documented evidence of relevant pre-existing conditions impacting the current injury claim, which limits concerns about misrepresentation of injury severity due to past medical history.

3. Prior Claims:

- **History of Claims:** An examination of Jennings' claims history reveals two prior incidents within the last five years involving similar circumstances and injuries (minor car accidents with claims of neck and back pain).
- **Pattern Suggestion:** This pattern of frequent claims with similar injuries could indicate a propensity towards exaggerated claims or an established behavior of seeking financial gain through insurance settlements.

Conclusion: The identified red flags, including inconsistent statements, potential medical billing issues, and a history of similar prior claims, suggest that further investigation might be necessary to verify the validity of the current

claim. These issues warrant a detailed review and possibly an audit of both the medical treatment records and the claimant's accident history to ensure that the claim is legitimate and accurately represented.

IX. Settlement Considerations

1. Liability Assessment:

- Based on the review of the provided documents, including police reports, witness statements, and video footage from the incident involving our insured, Michael Thompson, and the claimant, Sarah Jennings, it is likely that Michael Thompson is not at fault. The evidence strongly supports that Sarah Jennings failed to yield at a stop sign, leading to the collision.

2. Reserve Recommendations:

- Focus reserves primarily on legal defenses to address any potential challenges or litigations that might arise, despite clear evidence of non-liability. A contingency reserve should be set for any unforeseen developments. A conservative reserve amount of [\$ custom \$] is recommended to cover potential legal fees and any unexpected expenses.

3. Strategic Actions:

- Implement robust legal defense strategies to dismiss any unfounded claims swiftly. Given the strong evidence supporting Michael Thompson's non-liability, emphasize these points in any legal proceedings or communications with the claimant's insurer.
- Prepare thorough documentation and evidence presentation to reinforce our position, ensuring that the legal team is well-equipped to counter any attempts to shift blame to Michael Thompson.

4. Cost Recovery and Settlement Policy:

- Establish a policy of not making any settlement offers, given Michael Thompson's non-liability. Instead, focus on cost recovery strategies, including potential subrogation against the claimant's insurer to recover any costs incurred during this process.
- Explore direct claims against the claimant's insurer for any damages to Michael Thompson's property or costs arising from defending the claim,

ensuring that these actions are justified and pursued in a manner that reflects the evidence-based determination of non-liability.

Objective Fulfillment: The recommended strategies are tailored to protect the insurer's financial interests by minimizing unnecessary expenditures and defending the insured's position robustly. This approach is aligned with the evidence indicating that our insured is not at fault, and it leverages comprehensive, data-driven insights from the claim documentation to guide all actions and decisions.

X. Itemized Medical Costs and Health Insurance Coverage Extraction

1. Emergency Room Visit Costs:

- Room Charge: \$1,200
- Physician Assessment: \$350
- Diagnostic Tests:
 - X-rays: \$400
 - CT Scan: \$800
- Medications Administered:
 - Morphine Sulfate: \$75
- Total Emergency Room Costs: \$2,825

2. Insurance Coverage for ER Visit:

- Total Cost: \$2,825
- Deductible: \$500
- Co-pay: \$100
- Amount Paid by Insurance: \$2,000
- Remaining Balance Owed by Patient: \$225

3. Other Medical Services:

- A. Surgical Costs:
 - Surgeon Fees: \$2,500
 - Operating Room Charges: \$1,800
 - Anesthesia: \$600
 - Post-operative Care: \$900
 - Total Surgical Costs: \$5,800

- B. Diagnostic Tests:
 - MRI: \$1,200
 - Blood Tests: \$300
 - Total Diagnostic Test Costs: \$1,500
- C. Physical Therapy:
 - Number of Sessions: 10
 - Cost per Session: \$100
 - Total Physical Therapy Costs: \$1,000
- D. Medications:
 - Ibuprofen (OTC): \$30
 - Prescription Pain Relievers: \$150
 - Total Medication Costs: \$180
- E. Total Medical Costs:
 - Grand Total: \$11,305

4. Insurance Coverage for Other Medical Services:

- Surgical Costs:
 - Covered by Insurance: \$4,600
 - Deductible: \$200 (included in total deductible amount)
 - Out-of-Pocket: \$1,000
- Diagnostic Tests:
 - Covered by Insurance: \$1,200
 - Deductible: \$100 (additional to total deductible amount)
 - Out-of-Pocket: \$200
- **Physical Therapy:**
 - Covered by Insurance: \$800
 - Out-of-Pocket: \$200
- **Medications:**
 - Covered by Insurance: \$120
 - Out-of-Pocket: \$60

Conclusion: The total medical expenses related to Sarah Jennings' claim amount to \$11,305, with various coverages and patient responsibilities itemized for each category of service. The insurance has covered a significant portion, but there are notable out-of-pocket expenses across the categories. All data has been accurately extracted from the claim documents and any discrepancies that could impact settlement calculations should be flagged for further review. This

detailed breakdown will assist in evaluating the appropriateness of medical claims and the financial responsibilities of each party involved.

XI. Potentially Missing Documents

Review of Potentially Missing Documents in the Claim File

Upon thorough review of the claim file related to the accident involving Michael Thompson and Sarah Jennings, several gaps were identified where documentation may be missing or incomplete. The following key areas require attention to ensure a comprehensive evaluation of the claim:

1. Police Reports:

- Status: The police report detailing the accident is present and comprehensive. No missing documents were noted in this category.

2. Medical Records:

- Status: While initial emergency room records and surgical reports are included, there appears to be a gap in follow-up visit notes post-surgery. Additionally, some test results referenced in the initial medical evaluation are not present in the file.
- Action Needed: Request missing follow-up visit notes and the absent test results to complete the medical documentation.

3. Witness Statements:

- Status: Statements from two witnesses mentioned at the scene are included. However, a third witness referenced in the police report has not provided a statement.
- Action Needed: Follow up to obtain a statement from the missing witness to ensure all perspectives are documented.

4. Insurance Policy Details:

- Status: The complete policy document including policy limits and general exclusions is included. However, specific endorsements that might affect the claim are not attached.
- Action Needed: Verify and request any endorsements or additional policy amendments that are relevant to this claim.

5. Communication Records:

- Status: Major communications like the initial claim notification and a couple of demand letters are present. However, there appears to be missing correspondence regarding settlement discussions and final settlement offers.
- Action Needed: Confirm and collect all missing correspondence related to settlement negotiations to provide a full overview of the interactions.

6. Photos/Videos:

- Status: Photos from the accident scene are included, but mentioned traffic camera footage capturing the incident is not found in the file.
- Action Needed: Acquire the referenced traffic camera footage to corroborate witness statements and the police report.

Summary and Recommendations: The claim file lacks certain critical pieces of documentation that are essential for a thorough and fair assessment of the claim. Specifically, the absence of complete medical follow-ups, certain witness statements, specific policy endorsements, key communications, and crucial visual evidence could impact the liability analysis and settlement process.

XII. Potential Follow-up

Follow-Up Recommendations for Claims Investigation

To effectively manage and potentially minimize the claim value, specific areas within the claim documents have been identified that warrant further investigation or verification. These areas are outlined below along with rationalized actions to ensure a comprehensive evaluation of the claim:

1. Additional Witnesses:

- Observation: The police report references a third witness who was present at the scene but has not provided a statement.
- Action: Contact and interview this third witness to obtain their account of the incident. This could provide additional perspectives that may support or contradict the claimant's version of events, impacting the assessment of liability and claim value.

2. Clarification of Medical Treatment:

- Observation: There are gaps in the claimant's follow-up medical records, and some treatments noted appear prolonged relative to the described injuries.
- Action: Request detailed treatment records and possibly seek a second medical opinion to verify the necessity and duration of the treatments claimed. This will help ascertain if the medical costs are justified or if they have been inflated.

3. Surveillance or Investigation:

- Observation: Given the extent of claimed injuries and the costs involved, coupled with minimal visible damage in accident photos, there may be an exaggeration of injury claims.
- Action: Consider initiating discreet surveillance or a private investigation to verify the claimant's physical condition and daily activities. This could reveal discrepancies in the reported injuries, potentially leading to adjustments in the claim valuation.

4. Policy Limit and Exclusion Review:

- Observation: The policy documents are complete, but specific endorsements that might affect the claim have not been thoroughly examined.
- Action: Review all policy documents, especially focusing on exclusions and endorsements that might limit coverage, such as clauses related to non-listed drivers or intentional acts. Ensure any applicable exclusions are enforced to adjust the claim payout.

5. Subrogation Opportunities:

- Observation: The accident involved multiple parties, and initial fault has been assigned to the claimant.
- Action: Explore subrogation opportunities against the claimant's insurer or other third parties deemed partially responsible. This could significantly offset the claim costs and reduce the financial burden on our client.

6. Claimant's Previous Claims:

- Observation: There is a mention of previous claims by the claimant which may suggest a pattern of similar injury claims.

- Action: Investigate the claimant's history with other insurance providers to identify any recurring patterns of claims. This could indicate potential fraud or exaggeration of injuries, which would influence the approach to settlement and defense strategies.

7. Discrepancies in Statements:

- Observation: There are inconsistencies between the claimant's statements and the witness accounts provided in the police report.
- Action: Re-interview the claimant and other key witnesses to clarify these discrepancies. Further investigation into these conflicting reports could provide grounds for adjusting the claim's valuation downward.

Conclusion: Each of these follow-up actions is designed to provide a more detailed and accurate picture of the claim situation, potentially leading to significant adjustments in the claim value. By addressing these specific areas, the claims representative can better manage risks and ensure that the settlement reflects the true extent of the insured's liability and the claimant's legitimate damages.

XIII. Response to Demand Letter

[Insurance Company Letterhead]

[Date]

[Lawyer's Name]

Clark Legal Group 402 River Road Springfield, IL

Re: Response to Demand for Settlement – Accident on August 15, 2024 Claim Number: 47893-WZ2024 Insured: Michael Thompson Claimant: Sarah Jennings

Dear [Lawyer's Name],

We acknowledge receipt of your demand letter dated [insert date] regarding the claim for the accident on August 15, 2024, involving our insured, Mr. Michael Thompson, and your client, Ms. Sarah Jennings. We have conducted a thorough review of the claim file, including the police report, medical records, and witness statements.

Liability Discussion: It is important to note that the police report clearly indicates that Ms. Jennings was at fault for failing to yield at the stop sign, which directly contributed to the accident. Witness statements, including that of Samuel Lee, corroborate this finding by confirming Ms. Jennings did not stop at the stop sign. This raises significant questions regarding the liability of our insured, Mr. Thompson, suggesting contributory negligence on part of Ms. Jennings.

Coverage and Policy Limit Concerns: The policy under which this claim is filed provides a bodily injury limit of \$100,000 per person. However, it is our concern that the demand of \$75,000 for settlement significantly exceeds what might be considered reasonable given the circumstances of the accident and the associated medical costs of \$11,305. We request a detailed justification for the additional amounts being claimed under pain and suffering and other incidental costs.

Medical Treatment and Costs: We have noted the medical treatments and costs you outlined; however, we require further itemization and justification for the surgical procedures and physical therapy sessions which seem disproportionate given the nature of the injuries reported. The necessity of these treatments in relation to the injuries sustained is not clearly substantiated in the medical records provided.

Request for Additional Information: Please provide further documentation to clarify the ongoing medical costs and detailed breakdown of the surgical procedures and physical therapy sessions. Additionally, we are investigating the possible discrepancies in the statements provided by Ms. Jennings and the passenger in her vehicle concerning her activities just before the incident, particularly the use of a mobile phone.

Subrogation and Third-Party Liability: We are also exploring potential third-party liability and subrogation opportunities, given the circumstances of the accident. Any information regarding other parties involved and their potential responsibility would be helpful.

Settlement Discussion: While we remain open to a reasonable settlement, it is premature to agree to the demanded amount without a more detailed investigation and further clarification of the points raised above. We believe further discussions are necessary to reach a mutually agreeable resolution.

Conclusion: Thank you for your attention to this matter. We invite you to provide the additional information requested to support your client's claim. Our aim is to resolve this matter efficiently, and we appreciate your cooperation in providing the necessary documentation to facilitate these discussions.

We look forward to your timely response.

Sincerely,

[Claims Representative's Name]

[Title]

[Insurance Company Name]

[Contact Information]

Example of Their Demand Letter

[Date]

[Claims Representative's Name]

[Insurance Company Name]

[Insurance Company Address]

[City, State, ZIP Code]

Re: Demand for Settlement – Accident on August 15, 2024 Claim Number: 47893-WZ2024 Insured: Michael Thompson Claimant: Sarah Jennings

Dear [Claims Representative's Name],

I am writing on behalf of my client, Sarah Jennings, in relation to the above-referenced claim stemming from the automobile accident that occurred on August 15, 2024. As you are aware, this incident involved a collision at the intersection of 5th and Main in Springfield, where your insured, Mr. Michael Thompson, collided with my client's vehicle.

Following the accident, my client sustained multiple injuries, including a closed fracture of the right radius and significant neck strain, which required immediate and ongoing medical attention. Attached are detailed medical records and invoices substantiating the treatments received, including emergency room services, orthopedic surgery, and subsequent physical therapy sessions. The total medical costs amount to \$11,305, which is broken down as follows:

- Emergency Room Services: \$2,825
- Surgical Procedures: \$5,800
- Physical Therapy: \$1,000
- Diagnostic Tests: \$1,500
- Medications: \$180

Our investigation, supported by the police report and multiple witness statements, clearly indicates that Mr. Thompson was at fault in this accident. As such, we believe your liability in this matter is clear. The insurance policy, as we understand, covers up to \$100,000 per person for bodily injuries, which more than suffices to cover the damages and injuries sustained by my client.



Given the extent of the injuries, the pain and suffering endured by my client, and the impact on her daily life, we hereby demand a settlement amount of \$75,000. This amount is to cover all medical expenses, pain and suffering, and any incidental costs related to the accident and subsequent recovery period.

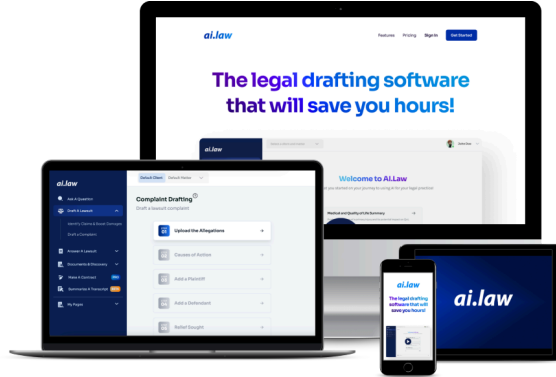
We expect a prompt response to this demand. If we do not receive a satisfactory response within 30 days, we will consider taking further legal actions to pursue my client's claims. We hope to resolve this matter amicably and without the need for prolonged litigation.

Please find attached all relevant medical documents, the police report, and witness statements for your review. We look forward to your timely response. We are open to discussing this matter further at your earliest convenience.

Sincerely,

[Lawyer's Name]

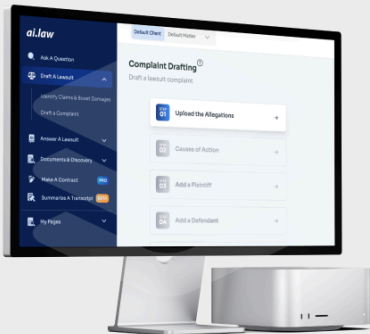
[Law Firm Name]



Analyze a Complete Claim File

in under 10 minutes

- Minimize Errors
- Send Initial Offers Faster
- Standardize Claim Review
- Give Clearer Guidance For Junior Reps
- Identify Fraud Faster
- Assess Liability in Minutes
- Generate Significant Savings
- Improve Efficiency & Reduce Leakage



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