

**What to do after you
have been in a car
accident.**

**Negotiating the personal
injury business**

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MD, CIME**

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First Edition

To all people injured and in need of help.



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Foreword

As is the case with all individuals, I have my biases. As the reader reads and examines the information in this book, they should understand the point of view and circumstances of the author.

I am a medical doctor in Marietta, Ga. Thus, my experiences are essentially from working in Georgia and practicing medicine. I have and continue to work with many chiropractors in the area. My practice treats personal injury (auto accidents, slip and falls) as well as worker's compensation injuries.

In our office, we treat patients primarily on an attorney lien. This means, an agreement is signed between the patient and our office that, we will accept payment from the patient's attorney after the patient's accident case is settled. We also accept payment from auto insurance "med-pay" benefits (very important to have that on your auto policy). Our office is unique as it is one of a few if not the only medical office in our area to work primarily on an attorney lien. The personal injury "business" is primarily chiropractic in our area. This has benefits and pitfalls to be discussed later.

The above "circumstances" have provided me with a unique opportunity to view the "ins and outs", "Dos and Don'ts" of the personal injury "business".

The intent of this book is to help the reader negotiate the "business". I have constructed this book to be very brief and a quick read. This has been done to enable the reader to take action with a few essential pieces of information that will help them negotiate a very difficult time in their lives. Ideally, this "book" should be completed before taking action. Less than one hour of reading can help you negotiate "the business" of personal injury and protect your health and prevent unnecessary financial burden or loss.

CHAPTER 1

What to do BEFORE you are involved in a car accident

Any reader recently involved in a car accident, may think it's too late to talk about what to do BEFORE an accident. However, knowledge of what should and should not be done can affect what you remember about your accident. This in turn can improve your recollection of events and help your attorney better represent you.

In addition, I have seen many “repeat patients” when it comes to auto accidents. Simple “DOs and DON'Ts” of the road can help prevent you from being in another accident. Remember: defensive driving means protecting yourself. Being informed as to what should and shouldn't be done on the roads is the first line of protection.

First and foremost, DO NOT DRINK AND DRIVE!!!. REPEAT AFTER ME: DO NOT DRINK AND DRIVE!

Secondly, DO NOT TEXT AND DRIVE!! REPEAT AFTER ME: DO NOT TEXT AND DRIVE!

“ Driving a vehicle while texting is six times more dangerous than driving while intoxicated according to the National Highway Traffic Safety Administration (NHTSA).” [http://www2.potsdam.edu/alcohol/files/Driving-while-Texting-Six-Times-More-Dangerous-than-Driving-while-Drunk.html#.VDgQ4L6nPMR]

-Wilms, Todd. It Is Time For A 'Parental Control, No Texting While Driving' Phone. Forbes Business, September 18, 2012.

Next, many people insist on talking on the phone while driving WITHOUT a blue tooth or ear piece! This is very dangerous. Particularly, when the phone is held up to the left ear. This creates a blind spot on the driver's left side. The danger is even more so when this driver is switching lanes (particularly into the left lane) or making a turn.

There is also a long list of distractions that make our roads less safe. These include:

- Grooming
- Adjusting the radio
- Eating and drinking
- Smoking
- Reaching for objects
- Uncontained pets
- Other passengers
- Small children
- Putting on make up
- Observing outside events (rubbernecking)

There is also the “crazy driver” to be on the defensive for. This is the driver who:

- Changes lanes in the middle of an intersection
- Drives in excess of the speed limit or conditions
- Does not use turn signals
- Stops too far behind or follows too close to other vehicles.
- Drives distracted

The bottom line is drive safely and avoid distractions. Know that other drivers are going to “drive crazy” and be on the defensive. Knowledge of what constitutes distracted driving can help you avoid, as well as describe an accident after you have been involved in one.

CHAPTER 2

What to do AFTER an accident

First and foremost, is your health. After, you have been in an accident seek medical care. This doesn't always mean going directly to an emergency room. If you believe you are seriously injured, certainly going immediately to the nearest hospital is warranted. Many people are afraid of emergency room expenses. Do not let financial fears deter you from seeking medical care. NOTHING is more valuable than your health.

Many times people will not feel the magnitude of their injuries until a day or two after their accident. Our office (Altergyn, LLC [<http://www.altergyn.com>]) can examine and treat your injuries. In our office, we can also recommend a number of attorneys, medical specialist and chiropractors in the Atlanta/Marietta, Ga. area. We can alleviate the anxiety of finding the "right attorney" or chiropractor (a more in depth discussion on this later).

We (Altergyn,LLC) [<http://www.altergyn.com>] also see a number of patients who, have been to the emergency room and given 3-4 days of medications and told to follow up with their doctor. The problem is many people do not have a regular (primary care) doctor. Additionally, patients are told to follow up with a specific doctor that may not have an available appointment until long after the patient's medication runs out. This leaves the patient with the option of making multiple visits to the emergency room or an urgent care center. The waiting room times and expense of these return visits are a financial burden to the patient and logistically problematic for emergency rooms and urgent care centers.

This is where our office (Altergyn,LLC [<http://www.altergyn.com>]) comes in! As a medical office, we can prescribe medication and begin therapy for your injuries. We can recommend a number of attorneys that we have experience working with. We can also refer you to other providers such as orthopedic surgeons, imaging centers (X-rays, MRI).

What many people do not know is, the importance of seeking medical care after an accident from a legal stand point. Remember, at some point there is going to be an insurance company and their attorney(s) involved in the case. **Seeking medical care within**

48-72 hrs of an accident suggests injury. A delay in seeking care suggests that the injuries are not severe or do not exist. This of course, is not a fact, it is an interpretation of circumstances. Insurance companies and their attorneys will often choose this “interpretation”. Why let someone tell you that you are or were not in pain because you did not seek medical care?

Do not interpret the above to mean “it’s too late” if you are reading this and haven’t been seen a health professional. It is common for people to try rest and use over the counter medications in hope of obtaining relief from the pain. If this has failed, go to a health care provider explain that your pain has not improved and get treatment. If you are in the Atlanta/Marietta, Ga area, we (Altergyn, LLC [<http://www.altergyn.com>]) can help. Let your attorney worry about the “interpretation”. Let us (Altergyn,LLC [<http://www.altergyn.com>]) start getting you healthy and feeling back to normal. If you do not have an attorney we can refer you to one.

CHAPTER 3

Hospitals and medical providers

Before we discuss hospitals and medical providers, let's take a moment to discuss how they are paid in the personal injury "business". Remember, hospitals and offices can not function without being paid for their services. A very under used form of payment is Med-pay. What is Med-pay? As stated on my website (Altergyn.com) [<http://www.altergyn.com/Auto-Job-Injury.html>]:

MedPay is insurance speak for Medical Payments [<http://www.carinsurance.com/Coverage-Definitions.aspx>], a type of coverage you can place on your auto insurance policy. MedPay typically covers medical expenses to you and your passengers injured in an accident. There may also be coverage if as a pedestrian a vehicle injures you.

With MedPay [<http://www.carinsurance.com/InsuranceTerms.aspx#M>] (also known as MEDPM) it does NOT matter who is at fault. Medical payments may also cover policyholders and their family members when they are injured while riding in someone else's car or when they are hit by a car while on foot or bicycling. Coverage is limited to the terms and conditions contained in the policy that you specifically purchase since state laws and policy terms do differ.

Many times, I have encountered a patient that has Med-pay and doesn't want to use it. Why? One reason is that they are under the impression it will raise their auto insurance premiums. Not legally (in Georgia), but the insurance company can drop you altogether or raise your rates due to this accident or prior accidents. You have already paid for the coverage. So why not use it?

Georgia insurance law, O.C.G.A 33-9-40, disallows insurance companies from adding a surcharge or cancelling a premium/policy of a customer who makes a claim for an accident in which they were not at fault

Also, O.C.G.A. 3-24-45 specifically prohibits an insurance company from failing to renew a policy due to an accident for which the driver of the insured car was not at fault or where there is a claim against the uninsured motorist or med-pay coverage.

Furthermore, in the state of Georgia Med-pay must be used first (before major health insurance) in the case of auto accidents. This is one reason why your “regular doctor” may not want to see you or require cash payment in the case of auto accidents.

Look at it this way: Let’s say you have \$5000 of med pay coverage and the emergency room uses up \$5000 of it. Your “regular” doctor has no way of knowing that the coverage has been exhausted. So, if he sees you and your regular insurance company requires that he bill your med-pay. Your doctor ends up getting a notice saying “benefits exhausted”. Your doctor doesn’t want to work for free! So, the only way he can protect himself financially is to require cash payment. The other option is to work on an attorney lien as we do in my office. Most medical doctors will not work on a lien as payments can be delayed for long periods of time.

Good news is the Med-pay payments can be used toward a regular health insurance deductible. The bad news is, all to many motorists in Georgia do not have Med-pay coverage. Some states require med-pay and stipulate coverage on auto policies. Georgia does not.

Bottom line is: **If you do not have Med pay get it!** The amount of coverage should be equal to your major health insurance deductible or more. **If you have Med-pay, USE IT!** You have already paid for it by making your car insurance payments.

What do the medical doctors and hospitals do when you are involved in accident? Quite simply take care of your injuries. This includes diagnostic studies such as x-rays, MRIs and CT scans. Medication, physiotherapy and physical therapy are also used to treat injuries. There are some problems with the medical community in providing care for people injured in auto accidents. One, “the system” can complicate providers receiving payments. Secondly, there are few providers willing to work on an attorney lien (my office being an exception). Thirdly, patients often do not realize that they have access to medical care for auto accidents.

Many patients will seek chiropractic care and forego medical care. A drawback to “exclusive chiropractic care” is that medical conditions may be overlooked or otherwise not addressed. Chiropractic care takes time and patients will often experience pain longer than necessary when the patient does not receive medical attention early in their care. A simple nonnarcotic prescription can do wonders for someone after an auto accident. Chiropractors by the nature of their license, cannot prescribe medications. Additionally, conditions such as hypertension need to be addressed medically. Furthermore, chiropractic is tradi-

tionally treatment of the spine. Knees, shoulders and other body parts often need the attention of a medical doctor.

Don't get me wrong. I am on the record supporting chiropractic care. I stated so in my previously published book "We Have Got it all wrong! Our failed sick care system [[http://http://www.fastpencil.com/publications/4097-WE-HAVE-GOT-IT-ALL-WRONG](http://www.fastpencil.com/publications/4097-WE-HAVE-GOT-IT-ALL-WRONG)]" . I will discuss chiropractic care more later.

Hospitals are for sick and injured people. If you have been or believe you may have been seriously injured, you should IMMEDIATELY go to the hospital!! A problem with hospitals is that they are over burdened by people without access to care and emergency rooms are overwhelmed. Consequently, the hospitals (their doctors) often have to make decisions based on prioritizing care for large numbers of people. Thus, the long wait in an emergency room. This wait can be even more frustrating on a return visit. Again, this is a gap that my office and others fill in the case of personal injury. The problem is many people do not realize that they have access to care particularly when they have Med-pay on their auto insurance policy.

CHAPTER 4

Chiropractors

The first question some may have is: what is Chiropractic care?. Simply put, chiropractic care is the treatment of nervous and musculoskeletal system by spinal adjustment. In the case of personal injury, other physiotherapy modalities are often used.

Chiropractic care is a VERY good means of maintaining overall health and works well for treating injuries and misalignment of the spine. Chiropractic is less invasive than Allopathic medicine and addresses the underlying problem, rather than simply covering it up. This is where having medical and chiropractic care gives one the benefits of both worlds. Medication for the pain and adjustments for the problem. In our office, (Altergyn, LLC [<http://www.altergyn.com>]) we use the same physiotherapy modalities to treat injuries that chiropractors use. The difference is we do not perform spinal adjustments. Conversely, chiropractors do not prescribe medication. Thus, the benefit of treating with a medical doctor and chiropractor.

A word of caution, be alert to offices where a chiropractor has a medical doctor as an employee. **If a chiropractor has a medical doctor as an employee there is often a conflict of interest.** By nature of licensing, a chiropractor can't tell a medical doctor how to practice medicine. However, as an employee the medical doctor has to take direction from his employer. I have had experience in this situation. Many times directions were being given for the sake of generating revenue NOT the patient's health!

Keep in mind, liens held by chiropractors often do not have to be honored by attorneys. Some chiropractors will employ medical doctors so that the medical doctor's name can be used on the attorney lien. This is a financial maneuver that is not designed to benefit the patient.

My experience as an "employee" is what motivated me to open my own office. We have chiropractors that we refer to and from. However, our office is not "employed" by any chi-

ropractor. We bill separately. We practice medicine and the chiropractor practices chiropractic. Thus, a conflict of interest is avoided.

Even with working on a referral basis there are still some “pitfalls” between chiropractic and medicine. One, many chiropractors are apprehensive about referring to medical doctors. This is due to some medical doctors not understanding the nature of chiropractic care. I have had conversations with chiropractors where they discuss referring a patient to an orthopedic surgeon. The orthopedist then tells the referred patient not to return to the chiropractor for no apparent reason! This is the type of behavior that prevents chiropractic patients from being seen by medical doctors. Why would a chiropractor refer their patient to another provider that is going to tell their patient not to return?

Another pitfall works in another direction. I have encountered chiropractors who will tell a referred patient that they do not need to continue to see a medical doctor! The pitfall is what if the patient has hypertension, seizures or some other medical issue that a chiropractor cannot address? I have even seen a chiropractor delay referring a patient until after the chiropractor has received Med-pay payment for treating the patient! This type of delay can put a patient’s health at risk. Furthermore, if the patient was seen in the emergency room the Med-pay benefits may have already been exhausted. So, there is no health or financial benefit to the patient. Only a potential financial benefit to the chiropractor.

In summary, chiropractic care is an excellent first line modality of care for general health and wellness. Chiropractic care is also very useful in treating spinal misalignment and soft tissue injuries in the case of personal injury. A good “barometer” of an excellent chiropractor or medical doctor is one who has a good working relationship with the other without “employing the other”. Simply put, can your chiropractor refer you to a medical doctor? Can your medical doctor refer you to a chiropractor?

When these referrals take place, it is good to know that you are receiving two separate bills. This indicates that there is less potential for conflict of interest. However, this is not a guarantee. For example, let’s say a chiropractor has an office where he employs a medical doctor. In addition, let’s say the same chiropractor also owns an imaging center (MRI) or orthopedic office. The conflict of interest lies in that, the medical doctor can be “directed” to order unnecessary test (MRIs) or make unnecessary referrals to the second facility owned by the chiropractor! This doesn’t benefit the patient and can potentially do harm. Knowing who owns the facility, can prevent the patient from being taking advantage of. There are good and bad people in every profession.

CHAPTER 5

Attorneys

The first thing to understand about the Personal Injury “business” is that it is run by attorneys. Attorneys make the laws. Attorneys represent the injured patients and insurance companies. As you go through the “system”, don’t forget that everybody is trying to make money. Some people do it ethically and some do not.

As I stated previously, there are good and bad in EVERY profession. When you are injured in an accident, it can be very confusing as to where to go for legal help. One source is by word of mouth. If a friend or colleague had a good experience with an attorney that is often a good sign. However, all cases are not the same. Just because someone else had a “big pay day” does not mean that you will have the same result with your case.

People often see TV commercials about large settlements and begin to believe they too will get a big settlement. What most people don’t realize is those “big settlements” are often for catastrophic life changing injuries.

You may see the larger law firms advertising on TV with examples of large settlements. A drawback is these firms will often concentrate on big settlement cases. Thus, the smaller cases don’t get the personal attention. Some firms will even drop you as client if they don’t see a certain amount of property damage on your vehicle! A problem with this is \$1000 damage to a used car is not the same as a brand new Mercedes. \$1000 can be a fender bender on one car and total loss on another!

A benefit of the larger firms is they have more resources to represent their clients. Just keep in mind that they are representing numerous clients and your case may not be a priority.

A good rule of thumb is to know that you can reach your attorney (or their paralegal) and your calls are returned promptly. If you go weeks without getting a return phone call that is a bad sign.

The smaller firms have less clients, Consequently, one would think they are better at communicating with their clients and providers. In my experience, this hasn't necessarily been the case. Large firms employ large numbers of attorneys who vary in their conduct, ethics and professionalism. I would recommend getting the name of a specific attorney within a firm rather than the name of a firm.

In my office, we place attorneys in to three groups. One, attorneys we recommend. Two, attorneys we will work with but don't recommend. Three , attorneys who we will not work with at all! The second group is the largest and the third group is the smallest. It takes a lot to have us refuse to work with an attorney!

I am not going to list attorneys by name or give details about lack of ethics or professionalism. What I will do is give a few pointers/questions to ask when hiring an attorney.

- Will they follow your case all the way through to court? or will they refer it out to another attorney? (The original attorney still gets paid a percentage if they refer the case out!)
- Do they promptly return your calls?
- Will they provide you with an itemized settlement statement indicating that, all of your health care providers and other expense have been paid? List what attorney fees were charged?
- DO they file Med-pay? If so, do they charge a fee to do so?
- Do they have a working relationship with a chiropractor AND medical doctor?
- What percentage of your settlement are they asking for? The difference between 25% and 40% can be a very large sum of money!
- How quickly can they get you in to see a medical doctor or chiropractor?
- Do they take their percentage before or AFTer all your expenses and medical bills have been paid?

Our office (Altergyn,LLc [<http://www.altergyn.com>]) has experience working with a number of attorneys in various offices. In many cases, we know the answer to these questions in regards to specific attorneys. Of course, we can not predict how every attorney is going to perform on every given case. BUT, we do have a working knowledge of how their performance has been up to a given point in time. Consequently, we can make referrals to our injured patients with a clear conscience.

CHAPTER 6

Insurance Companies

The first rule of negotiating with insurance companies is: DO NOT DO IT!! Attorneys go to school for years to learn to negotiate within a complex legal system. Trying to save a little bit of money on attorney fees is a poor decision in most if not all cases. What one has to remember is that the attorney gets a percentage of the settlement amount. The attorney is better trained to get a larger amount than the client.

There are many loopholes, predetermined settlement amounts that the average consumer doesn't have knowledge of. For example, let's say you have a car accident and there is no personal injury. You negotiate with the insurance company for car repairs. The insurance company representative is polite and happy to send you a check, recommend a repair shop and everything is good to go! WRONG! Many consumers go through this scenario not realizing they have lost money. The insurance company still owes you compensation for "loss of value" on the vehicle! They won't bring it up unless you do! Even then, most people don't know what a reasonable amount is for loss of value on their vehicle.

The above scenario is magnified when you start dealing with injuries, medical costs, pain and suffering, loss wages etc. So, let me repeat: DO NOT NEGOTIATE WITH INSURANCE COMPANIES YOURSELF!

Remember, the insurance company collects premiums. They make money off the interest on the premiums that they have collected AND by settling cases for the least amount possible. DO NOT NEGOTIATE WITH INSURANCE COMPANIES YOURSELF!

CHAPTER 7

8 Steps for navigating “the system”

Simple steps for “navigating the system” are:

- 1) Get medical attention at the nearest emergency room if needed. Always remember your health comes first. It’s not replaceable.
- 2) Inform your insurance carrier of the accident and open a med-pay claim if you have Med pay on your policy.
- 3) Take discharge records from the Emergency room and your accident report to a medical (or chiropractic) office that works on an attorney lien. My office (Altergyn,LLC [<http://www.altergyn.com>]) is such an office. The medical office can then refer you to any number of attorneys.
- 4) If, you are not able to find a medical office that works on an attorney lien in your area, the next step is to find an attorney that meets the criteria previously discussed in the “attorneys” section. The attorney can then refer you to a health care provider.
- 5) Keep ALL of your treatment appointments and arrive on time.
- 6) Keep your attorney and health care providers aware of any changes.
- 7) DO NOT negotiate with the insurance company yourself!
- 8) Keep records (receipts) on anything and everything related to your accident and cost for treatment. This includes medications, travel to and from the doctor, auto rental etc. Make sure your attorney has up to date records of your expenses at all times.

