

How Insurance Companies Settle Cases

David Frangiamore, J.D.

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Preface

How can you get an unresponsive insurance adjuster to reply to your telephone calls and letters? How can you be sure that your client's claim is being handled in a fair and timely manner by the insurance company? How can you effectively negotiate a fair settlement with an adjuster? The answers to these questions lie in understanding how a claim is handled—from start to finish—by an insurance company.

How Insurance Companies Settle Cases provides an insider's tour of the workings of the insurance industry. While offering information and insights to help attorneys prepare and negotiate their clients' cases, *How Insurance Companies Settle Cases* covers:

- How to Play the Claims Game
- Insurance Policy Defenses and Coverage Issues
- Avoiding Bad Faith Traps
- Unfair Settlement Techniques
- Effective Coverage Investigations
- Negotiation Tactics

Each chapter lists key points to remember when dealing with an insurance company and helpful tips for cogent communications with insurance industry personnel. Sample letters, checklists and insurance forms are included to help streamline the preparation process. From cover to cover, *How Insurance Companies Settle Cases* presents information and methods that give you the inside track advantage. Put it to work for you on your next insurance case.

The Editor

About the Author

David Frangiamore

Mr. Frangiamore is a principal of 2nd Insight, Inc., a consulting firm that provides expert witness services and testimony in a wide variety of insurance related cases. He is a former unit claims manager for Nationwide/Wausau Insurance. While at Nationwide/Wausau, Mr. Frangiamore was responsible for the supervision, litigation, and settlement of most of the major West Coast environmental claims and litigation. He also served as manager of the California construction defect unit, which handled insurance claims involving some of the largest residential construction projects throughout the State of California. Mr. Frangiamore has also testified in numerous environmental cases, and is available to testify as an expert on complex insurance claims. Many judges, private mediators, special masters, and attorneys recognize Mr. Frangiamore as one of the most effective negotiators of complex insurance claims in the country.

Mr. Frangiamore graduated from Union College in Schenectady N.Y in 1981 with a bachelors degree in political science; and from Golden Gate University with a Juris Doctor in law 1985. Mr. Frangiamore has been admitted to practice law in California (active) and Washington State (inactive).

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Introduction

It is the intent of this book to reduce your stress level, as well as your client's, while processing your insurance cases. *How Insurance Companies Settle Cases* is designed to show you how to get your client's claim processed promptly with the least amount of hassle.

In order to accomplish these objectives, the book explains how the claims game is played and by whose rules. Usually the insurance company is not going to volunteer settlement until you show you know what you are doing and that you are serious. This is salesmanship and communication.

This book is offered to both "new" attorneys and seasoned trial attorneys. It shows you the basics of motivation, within the claims industry. It is our hope that you will learn how to "sell" your case outside of the courthouse.

A major portion of the book will show you how to walk through the claims maze. It outlines, in a straightforward manner, how to get your client's case concluded by use of letters and checklists. It is important to know where your case has been, its current status and what is necessary to conclude the case. Additionally, the book will assist you in developing a plan and theme to sell your case, rather than litigating it.

How Insurance Companies Settle Cases stresses discipline, organization, documentation and open communications. Practical tips are offered on when and what to ask the adjuster, in order to sell your case.

Your attitude is as valuable as your client's case. A bad attitude and a good case usually means that you are going to trial.

Remember, insurance policies, even the "easy to read" policies, are not clearly understood by the insurance companies who write the policies, or their agents, brokers, adjusters, attorneys or the courts. Many times there is more than one opinion as to what was intended, what was said and what was heard.

Please keep firmly in mind that the context of this book is about general standards. There are exceptions to the general principles outlined in this book. Do not develop "tunnel vision." Remain open-minded.

This book is about how insurance companies settle cases and the *balancing* of rights, duties, expectations and promises.

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