## Car Collision Demand Letter Example

January 14, 2014

Ms. Louise Jones
Claims Adjuster
ABC Insurance Company
Anytown, NY 11007

Re:

Claim Number:

155682A

Your Insured:

Alex Smith

Claimant:

Ima Viktum

Claimant DOB:

11/5/1978

Date of Loss:

12/15/2013

 Hint

“Date of Loss” refers to the date you were injured. When discussing the day of the injury, avoid using phrases like “…the day it happened,” or “…it happened on Monday.”

**FOR SETTLEMENT PURPOSES ONLY**

 Hint

Judges want people to settle their disputes, as it lightens their load. Thus, many judges give settlement negotiations a form of qualified confidentiality. This means that what you discuss with the adjuster during [settlement negotiations](https://www.injuryclaimcoach.com/insurance-negotiations.html) can’t later be used against you if the claim ends up in trial.

This can be important when discussing issues like contributory or comparative negligence, preexisting injuries, prior claims, and more. Titling your demand letter with the words “For Settlement Purposes Only” confirms you have a reasonable expectation that what you discuss in this letter can’t later be used against you if trial becomes necessary.

Dear Ms. Jones:

As you know, on December 15th, 2013, I was seriously injured in an automobile collision caused by your insured, Alex Smith. The evidence clearly shows your insured’s negligence was the direct and proximate cause of my injuries and resultant damages. Those damages include medical and chiropractic bills, out-of-pocket expenses, lost wages, and pain and suffering.

 Hint

“Direct and proximate” cause is a legal phrase connecting the at-fault driver’s negligence to your damages, to the exclusion of any other intervening factors. In most cases, “pain and suffering” is a phrase that includes emotional distress and mental anguish.

**STATEMENT OF FACTS**

On December 15th, 2014, at approximately 6:30 pm, I was driving home after completing my shift at the CDP Company. As you know from our previous discussions, I have been employed since 2008 as a sheet fitter with the CDP Company at 1256 Main Street, Phoenix, Arizona 85014.

I was driving my 2010 Honda Accord north in the far right lane of the Maricopa Expressway. At all times, I was observing the posted speed limit of 65 miles per hour, wearing my seat belt, and fully cognizant of surrounding traffic.

 Hint

This statement deters any claims of contributory or [comparative negligence](https://www.injuryclaimcoach.com/pure-comparative-fault.html).

As I was preparing to enter the exit ramp for Thunderbird Road, suddenly, and without notice, your insured moved from the center lane directly in front of my car. As he did, the right rear quarter panel of his 2012 Chevy Cruze slammed into the left front quarter panel of my Honda. The brutal force of impact propelled my Honda into the exit ramp’s concrete retaining wall. My head and neck violently jolted back and forth, and side to side.

 Hint

Using adjectives like “brutal,” and adverbs like “violently,” reminds the adjuster how serious the collision was.

After careening off the cement wall, my Honda finally came to an abrupt stop. I felt a searing and acute pain in my head, neck, and shoulder areas. Your insured pulled over in front of me. We both exited our cars and began to speak. When I asked your insured why he cut in front of me, he said he was distracted. He explained that when he realized he was about to miss the Thunderbird Road exit, he quickly changed lanes to exit.

 Hint

Be sure to include incriminating statements of the [at-fault driver](https://www.injuryclaimcoach.com/car-accident-insurance-settlements.html). Admissions of distraction, sleepiness, texting, etc. are considered “admissions against (the insured’s) interest.” Such admissions can be quite powerful if used in court, and claims adjusters know it.

I called 911 and reported the collision. The Phoenix Police and Fire and Rescue arrived within several minutes. Your insured stated he was not injured; but I was in excruciating pain. After evaluating me at the scene, Fire and Rescue transferred me to the Phoenix General Hospital’s Emergency Room.

 Hint

If you weren’t transferred to an emergency room, use the following: *“At the time of the collision, I didn’t believe I required emergency room treatment. After the police completed their on-site investigation, I drove home.”* Or, if your car was heavily damaged, you can say, *“A friend, John Doe, drove me home.”* Then state that when you began to feel pain, you immediately sought medical treatment.

As you know, Sam Shapley witnessed the collision. Mr. Shapley was traveling directly behind me in his car. He pulled over immediately after the collision. Mr. Shapely told the responding police officer, John Jacobs, that he clearly saw your insured cut in front of me without signaling and collided into the front of my Honda.

Officer Jacobs issued two (2) traffic citations to your insured for “Failing to Signal” and “Illegal Lane Change.” Officer Jacob’s diagram on the back of the police report unequivocally shows your insured was at fault. And witness Sam Shapley’s statement makes clear your insured caused the collision to the exclusion of any other factors.

**INJURIES AND TREATMENT**

Doris Waters M.D. at Phoenix General Hospital’s Emergency Room examined me the day of the collision. After ruling out any fractures, Dr. Waters ordered an MRI exam, which showed that I sustained a Grade 3 tear to the crucial ligament in my right shoulder and a Grade 2 sprain to the crucial ligament in my left shoulder.

 Hint

Wherever possible, use accurate medical terminology to describe your injuries.

For the pain, Dr. Waters prescribed Vicodin 5mg #30 and Flexeril 10mg #30, and ordered six (6) weeks of therapy. I was told by Dr. Waters not to return to my job as a sheet fitter during that time, as doing so would likely exacerbate my injuries and prolong my recovery.

 Hint

This makes clear to the adjuster you aren’t a malingerer. Rather, by following the doctor’s orders, you will heal faster and be able to return to work sooner.

Following her orders, I sought treatment at the We-Care Chiropractic Clinic located at 1145 Bell Avenue, Phoenix, Arizona, 85667. There I underwent a prolonged and painful recovery.

**OUT-OF-POCKET EXPENSES**

Driving distance to and from treatment at the We-Care Chiropractic Clinic totaled 200 miles, at 55 cents per mile, equals $110.00. Medications totaled $200.00. The cervical collar was $75.00. My total out-of-pocket expenses are $385.00.

**LOST WAGES**

I have worked as a sheet fitter for the CDP Company since 2008. At the time of the collision, I made $18.00 an hour. I did not receive any income during my convalescence since my injury was not related to my job. As a result, I lost $4,320.00 in wages.

**PAIN AND SUFFERING**

This entire event has been devastating. I never asked for any of this. Before your insured crashed into me, I led a full life, free of pain and discomfort. But ever since the collision, I have suffered from extreme pain and discomfort, anxiety, guilt, and depression – all directly attributable to your insured’s negligence.

The loss of income placed a terrible financial burden upon my family. Without an income, I was forced to borrow money from family members and friends. This was embarrassing and strained my marriage. Moreover, because of the pain and suffering I’ve endured, I have also been unable to enjoy the intimacy I previously shared with my wife.

 Hint

Loss of intimacy with a spouse is called “Loss of Consortium.” Courts have recognized loss of consortium as a valid and compensable form of damages.

There is no way your company can fully compensate me for all I have suffered. At a minimum, I expect you as their representative to try to compensate me for my injuries and damages.

**ATTACHED EXHIBITS**

* City of Phoenix Police Report
* City of Phoenix Fire and Rescue Report
* Witness Statement of Mr. Sam Shapely
* Lost Wage Verification from CDP Company
* Phoenix General Hospital Medical Bills
* We-Care Chiropractic Clinic Narrative
* Medical Narrative of Dr. Doris Waters
* Receipts for Miscellaneous Expenses

**ITEMIZATION OF DAMAGES**

Phoenix General Hospital

$1,000.00

We-Care Chiropractic Clinic

$4,000.00

Out-of-Pocket Expenses

$385.00

Lost Wages CDP Company

$4,320.00

**DEMAND**

After careful consideration of the issues involved in this claim, and a review of jury verdicts and insurance company settlements with similar fact patterns, I believe the amount of $24,705.00 represents a fair and equitable settlement amount.

 Hint

In “soft tissue” injury claims such as the one depicted in this letter, it’s acceptable to use a [multiple](https://www.injuryclaimcoach.com/calculate-pain-and-suffering-settlement.html) of anywhere from 3 to 5 times the medical bills. Out-of-pocket expenses and lost wages would then be added on top of that number. You can also research jury awards for similar cases in your area at websites like [VerdictSearch.com](http://verdictsearch.com/).

The medical bills in this claim totaled $5,000.00. While demanding 4 times medical bills, plus expenses and lost wages ($24,705.00) may be a little high, such a demand leaves room to negotiate.

Yours truly,

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 Hint

While you don’t need to list all of your contact information, offering as much as possible means you likely won’t miss a call, email, or letter from the claims adjuster.