

10 THINGS INSURANCE COMPANIES DON'T WANT YOU TO KNOW

10

THINGS
INSURANCE
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DON'T
WANT

YOU
TO
KNOW

KR KAISER • ROMANELLO
A PERSONAL INJURY LAW FIRM

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About KAISER • ROMANELLO

Kaiser Romanello is a Florida personal injury law firm representing the victims of all types of accidents occurring throughout Florida including the Boca Raton, Fort Lauderdale, and West Palm Beach areas. Founded by experienced personal injury attorneys Lorne Adam Kaiser and Steven J. Romanello, our personal injury lawyers are committed to empowering accident victims so that together we can tackle the insurer and obtain the compensation you deserve.

PASSIONATE REPRESENTATION BY AN EXPERIENCED TEAM OF ATTORNEYS

Attorneys Lorne Adam Kaiser and Steven J. Romanello founded the Florida personal injury law firm of Kaiser Romanello with the goal of providing accident victims with exceptional representation throughout Florida including the Boca Raton, Fort Lauderdale, and West Palm Beach areas. Attorney Lorne Adam Kaiser was raised in South Florida and graduated from Florida State University College of Law. He has successfully conquered Fortune 500 companies in the courtroom and dedicates his time to serving the South Florida community. Attorney Steven J. Romanello is a long time South Florida resident with an impressive legal resume and a musical background that brings a unique perspective to the field of slip and fall and automobile accident law.

REPRESENTING ACCIDENT VICTIMS INJURED IN ALL TYPES OF ACCIDENTS

At Kaiser Romanello, we represent clients injured in nearly any sort of accident or incident that involves negligence.

Our areas of practice include the following:

- [Motor Vehicle Accidents](#)
- [Slip and Fall](#)
- [Wrongful Death](#)
- [Medical Malpractice](#)
- [Truck Accidents](#)
- [Products Liability](#)
- [Nursing Home Neglect and Abuse](#)
- [Dog Bites](#)

BATTALING THE INSURANCE COMPANY SO YOU DON'T HAVE TO

At Kaiser Romanello, we eliminate the intimidation, stress, and agitation of dealing with the insurance company following your automobile, slip and fall, truck, or other type of accident. We have combined decades of experience battling the insurance companies and know what it takes to obtain a strong recovery for our injured clients. Do not accept a low ball offer or risk the denial of your claim; place your case in the best of hands by calling Kaiser Romanello today.

CONVENIENT OFFICE LOCATION AND A FREE CONSULTATION

Our office is conveniently located at 11555 Heron Bay Boulevard, Suite 200 in Parkland, Florida. We offer a free consultation to all new clients and can travel to meet with injured clients in the comfort of their homes, place of work, or the hospital.

KAISER ROMANELLO: EMPOWERING ACCIDENT VICTIMS THROUGHOUT FLORIDA INCLUDING BOCA RATON, FORT LAUDERDALE, & WEST PALM BEACH

For aggressive representation by a team of experienced and creative attorneys, contact the Florida Personal Injury Attorneys at Kaiser Romanello. Our firm assists the victims of all manner of accidents, including automobile, truck, slip and falls, trip and falls and much more throughout Florida including the Boca Raton, Fort Lauderdale, & West Palm Beach areas. We will tackle the insurance company for you. We operate on a contingency fee basis and offer a free consultation to all new clients.

Call us today at (855) 200-1000 to start on your road to recovery.

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INJURY CLAIM OPTIMIZER - KAISER • ROMANELLO

Kaiser Romanello's Injury Claim Optimizer is a proprietary system designed by our accident attorneys with the intention of obtaining the maximum recovery for our clients' personal injury claims.

Nearly all of the nation's top auto insurers use bodily injury assessment software to evaluate claim value in personal injury cases. These programs rely upon certain information to assess and determine the value of your claim. To maximize your recovery, you must provide adjustors with the requisite information.

Kaiser Romanello's Injury Claim Optimizer is designed to maximize your recovery by focusing on the five primary value drivers that the nation's largest insurance companies utilize to value your claim.

Kaiser Romanello's Injury Claim Optimizer also assesses the value of your personal injury claim by comparing your claim with our vast database of reported jury verdicts and settlements involving injuries like yours to ensure that your personal injury claim is not undervalued.

Once your personal injury claim is settled, Kaiser Romanello's accident attorneys optimize your personal injury claim by aggressively negotiating for waivers and/or reductions of your medical bills and costs.

To learn more about Kaiser Romanello's Injury Claim Optimizer and how our accident attorneys can optimize your personal injury claim, contact us now. We are available for consultation throughout the State of Florida.

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EBOOK “The Ten Things Insurance Companies Don’t Want You To Know” - KAISER • ROMANELLO

The Ten Things Insurance Companies Don’t Want You To Know

After being involved in a serious accident or having experienced a significant loss event, there are many things that have to happen quickly. If you were involved in a car accident, this may include informing your insurance company about the accident and obtaining the information for the other person’s insurance provider. If you have experienced severe injuries, it also is imperative to receive emergency medical care immediately and then pursue claims for personal injury and property damage. However, during these chaotic, and often devastating, times, many people have to deal with the stress of denials from insurance companies. There are things that everyone should know in order to minimize the negative impact of negotiating with an insurance company. Regardless of whether the claim is based on personal negligence, another person’s negligence, or an event that resulted in extensive property damage, having information relating to what insurance companies may and may not do is often critical to obtaining necessary funds.

People have insurance so that there is financial coverage in the event of a terrible accident or other unforeseen event. When the insurance company creates obstacles to prevent a person from getting the economic relief that he or she needs, it is important to understand your rights and the obligations to which an insurance company is bound. These are ten of the most important things that you should know when dealing with an insurance company.

1. **An insurance company is bound by an obligation to act in good faith in determining the validity of a claim.** One of the first key things to understand is that an insurance company is required to evaluate a claim by making a good faith effort to satisfy the requirements of the applicable policy and should not put up unnecessary obstacles in order to avoid a payout. What this means is that the insurance company must not take steps to unreasonably delay the investigation into the claim or the payout under the policy. In addition, the insurance company must not attempt to coerce the policy holder or payout recipient to accept a smaller payment than is warranted under the terms of the policy. Further, an insurance company has an obligation to act in good faith during the policy sales process, including ensuring that the person is receiving the coverage that he or she believes is part of the policy. If the insurance company or its representatives has violated the obligation of good faith, then the company may be liable for damages.
2. **Ambiguities in the policy must be interpreted in favor of the policy holder.** This arises out of the idea that any ambiguities in a contract must be interpreted against the drafter. Specifically, if it is unclear what the policy does or does not cover, then it is

interpreted to the benefit of the policy holder. This is to discourage the efforts of insurance companies to make it unclear whether or not there is coverage in order to dissuade policy holders from submitting claims for losses.

3. **Retaining an attorney can lead to higher insurance payouts.** Although an insurance company is obligated to act in good faith during the claims process and cannot take actions to force someone to retain an attorney, the fact is that the representation by an attorney may lead to a higher payout. Various studies have shown that attorney involvement can increase the amount of money that an insurance company will offer to settle a claim rather than risk protracted litigation.
4. **A policy holder may bring a bad faith claim against an insurance company.** Insurance companies are held to a high standard for acting in good faith with regard to the prompt payment of claims, as well as the diligent investigation into the underlying bases for the claims. When the insurance company has breached its obligations, it is possible for policy holders to bring bad faith claims against the insurance company. These legal actions enable insureds to recover payments that they should have received under the policy, as well as punitive damages awarded as penalties because the insurance company failed in its duties. The existence of bad faith claims are intended to force insurance companies to put into place protocols of fair dealing to which the company and all of its agents and representatives will adhere.
5. **An insurance company that fails to meet its obligation of fair dealing and acting in good faith may be responsible for paying the attorney's fees of the policy holders that had to bring legal action to obtain payment.** It often is very expensive to get an insurance company to do the right thing. When a policy holder incurs extensive fees and costs associated with forcing an insurance company to provide the coverage to which a policy holder is entitled, it is important that they are made whole. In addition to the payment under the policy, this means that the policy holder should not have gone out-of-pocket in bringing the action, which is why attorneys' fees are awarded under these circumstances.
6. **An insurance company may be bound by the representations and promises of its agents, even if those terms normally would not be offered.** Everyone is familiar with the tough sales tactics of various company representatives. Many times, these sales tactics are based on hyperbole and puffery. However, when a person agrees to purchase an insurance policy based on the promises of the company's agent, it is imperative that the company is bound to the terms that were offered to the policy purchaser. This is because there is a stark dichotomy between the actions of the agents, who just want to

sell insurance, and the motivations of the insurance company, which wants to maximize its profits for its stakeholders. This creates a strong internal conflict.

In many cases, there is no intention to defraud or misrepresent on the part of the agent. Often, they simply do not understand the nuances of the policies. The insurance company provides them with basic information, but the policies typically are written to be complex and hard-to-grasp for lay people. The agents usually do not have any more knowledge than the average person who is looking for coverage. This may lead to a confusing sales pitch. It is important that the insurance company ultimately is responsible for paying for any misunderstandings by providing the coverage that the agent thought he was selling and the policy holder believed he was buying.

7. **The insurance company must be clear about limitations or exclusions or it will be responsible for covering items that were intended to be excluded.** It almost is a joke in the insurance industry that the coverage statement is concise and to the point, while the exclusions and limitations may extend for numerous pages. Many times, it is unclear exactly what is being excluded from the various areas of coverage. This leads many consumers to believe that they have coverage for certain events when the insurance company intended to limit the amount of the coverage or exclude coverage entirely. When a claim is submitted to the insurance company and the company attempts to deny or limit coverage based on the various clauses and caveats set forth in the policy, it must be able to support its position.

In order to successfully defend a limitation or exclusion, the insurance company must demonstrate the following:

- The limitation or exclusion was clear and easy to understand – many times, an insurance company’s attempt at double-speak will lead to an invalidation of the clause that it is attempting to enforce;
- The limitation or exclusion is conspicuous – there is a reason why the adage that a person must read the fine print often is applied to insurance policies. Although it may be a joke that an insurance company attempts to hide important information in micro-text, the fact is that a person must be able to find the limitations and exclusions for them to be enforced; and
- The limitations or exclusions must be applicable to the situation – an attempt to cast a wide net for the application for a relatively narrow clause is not unknown in the insurance industry. An insurance provider must demonstrate that a limitation clause was intended to cover a specific event in order for it to be enforceable.

All of this makes it clear that an insurance company definitely does not have a slam-dunk case when it attempts to limit or deny coverage based on exclusionary provisions in an insurance policy.

8. **It is important to keep careful notes about the policy negotiation process because an agent who talks you out of coverage may obligate an insurance company to make payments above the policy limits.** One of the biggest problems with the negotiation process for the purchase of an insurance policy is that the agent has a vested interest in selling a policy and may take actions to ensure that a person actually purchases the policy. This may lead an agent to attempt to get the policy price down to a level where a person is comfortable moving forward with the purchase. However, this may lead a policy holder to have insufficient coverage in the event of a loss or other claim submission. If there is evidence that the reason for underinsurance is because an agent has talked the person out of full coverage in order to make a sale or for some other reason, then the insurance company may be forced to pay out the difference between the coverage that the person would have gotten but for the interference of the agent and the amount of the actual coverage.

9. **Even if an insurance company asserts that it does not have to cover a specific type of damages, it may have to defend the insured in any lawsuits that are brought.** An insurance company may deny coverage, but if there is the potential for coverage depending on how the facts are presented, then the provider is going to be obligated to provide defense coverage for the claims. Specifically, there may be allegations that, if proven true, would bring the claims within the parameters of the insurance coverage, thereby necessitating defense by the provider. If the initial complaint also may be modified to add covered claims, then it also will trigger the defense coverage specified under the terms of the policy. In addition, even if there are multiple claims that are brought against an insured that would not be covered under the terms of the insurance policy, as long as there is one claim that would qualify for coverage, then the insurance company is required to provide a defense for all of the claims.

In those situations where an insurance company has refused to provide a defense and the insured is found to be liable for damages, then it may be possible to pursue a legal case against the insurance company in order to force them to pay any damages award or settlement amount.

10. **There are times when an attempt by an insurance company to rescind policy coverage based on alleged misinformation provided by the insured is illegal.** When a claim is submitted to an insurance company, this is when representatives of the company will take a close look at the policy, including all information submitted to obtain the policy, in order to determine if there is coverage. Sometimes, an insurance provider will find inconsistencies in the information provided and will use that discrepancy as a justification for the rescission of the insurance policy coverage. Although there are times when this rescission is justified because it can be shown that the misinformation was

intentionally provided in order to obtain coverage that otherwise would not have been available or obtain coverage for a much lower cost, there are other times when the misrepresentation does not support the rescission of the policy.

Depending on the process used to obtain the information, it is possible that the policy holder answered a series of oral questions to the best of his or her ability, but did not carefully review the recorded questions and answers, which may result in a seeming misrepresentation that merely was a mistake. However, when the factual mistake is discovered, the insurance company likely will seize upon its existence as a justification for the denial of claim coverage. In many of these situations, the company will accuse the policy holder of intentional misrepresentation, scaring him or her into dropping the matter. This is a mistake as there often are scenarios where the insurance company still is required to cover the claim. It is critical to seek the advice of a skilled insurance attorney at this time, especially if you believe that all information provided by you was done so in an honest manner and any inconsistency was an unintended, and often harmless, mistake.

There also is a time limit for when an insurance company may rescind coverage under a policy. If that time has lapsed, the company often is precluded from rescission of the policy based on a purported misrepresentation in the policy application. However, this frequently does not stop an insurance company from trying to do just that. It is important to fight for your rights as policy holder.

For many insurance policy holders who have had a claim denied, it may seem futile to pursue further action against the insurance company, especially as these companies often have extensive assets and can intimidate individuals and businesses into backing down. However, many law firms will provide a free analysis of the facts of a particular claim denial or limitation and can assist a policy holder in deciding whether or not to pursue legal action, without an initial charge. It is important to take advantage of this opportunity in order to ensure that you are not walking away from important legal rights.

It is important to understand your rights and interests as a Florida policy holder in order to get the payment due and owing under the terms of the policy and Florida law.

To discuss any issues that you may have with an insurance company and what remedies that you may have, contact Kaiser • Romanello at (855) 200-1000. We represent individuals who have been injured throughout the Parkland area through the negligence of others. We understand how to get the best possible results through negotiations with the insurance company, but are prepared to go to court if necessary to enforce our clients' rights.

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12. **Complete Understanding.** This Agreement constitutes the final and complete agreement between the parties regarding the subject matter hereof, and supersedes any prior or contemporaneous communications, representations or agreements between the parties relating to the subject matter hereof.