

LAW OFFICE OF | **MARK COHEN, P.C.**



How uninsured motorist coverage works and the need to have the best coverage possible

No ranting this month. Just some practical advice about car insurance. In the course of my 33 years of practicing law I've seen far too cases where the insurance for the person who caused the accident (the wrongdoer) was entirely inadequate to properly compensate the accident victim. With few exceptions, the amount of compensation an accident victim can hope to recover for his or her damages is limited by the amount of insurance the wrongdoer has and the amount of uninsured motorist coverage the victim has. I will now explain.

Simply put, an accident victim is entitled to be compensated for general and special damages incurred. General damages are classically known as pain and suffering. Special damages are most typically medical expenses incurred and if you missed work, lost wages or lost income. Say your total damages (general plus special) amounts to \$50,000. But what if the wrongdoer only has the mandatory minimum of \$15,000 of liability coverage? In most cases, unless this wrongdoer is rich and has property, as a practical matter, all you're going to get is \$15,000. The wrongdoer's insurance company is only obligated to pay the maximum available and no more. And if the wrongdoer only has the mandatory minimum \$15,000 of insurance, the chances are this person doesn't have any assets or spare change to contribute. In such a case, going after the wrongdoer through litigation is usually a waste of time, money, and emotion.

But this is where uninsured motorist coverage comes to play. By law your insurance company has to offer you uninsured motorist coverage. Uninsured motorist coverage can only be waived in writing. It would be absolutely foolish to waive uninsured motorist coverage.

Using the same example as before, if you received \$15,000 from the wrongdoer's insurance company but you have \$50,000 in uninsured motorist coverage, then you would be entitled to claim through your uninsured motorist coverage a maximum of \$35,000. With uninsured motorist coverage your insurance carrier is entitled to deduct the amount you already received from the wrongdoer's insurance policy. Thus, in the example I gave, you will be entitled to a maximum of \$35,000.

I had a casewhere my client's claim was worth substantially more than the \$15,000 thewrongdoer had as insurance coverage. My client was indeed angry at the factthat he was the victim of a car accident and wasn't going to get any more than\$15,000. He asked me, "How can he get away with only having \$15,000.00 incoverage?" I explained that there are many people out there who simply cannotafford anything more than the minimum coverage required. But when I looked at myclient's own insurance policy, I learned that he himself only had \$15,000 of liability coverage and\$15,000 in uninsured motorist coverage. I pointed out to my client that had hespent a little more money to get good uninsured motorist coverage (in his case,he could afford it) I would have been able to get him substantially morecompensation for his injuries.

Unfortunately,I have had very tragic cases involving serious injuries and even death where thewrongdoer had very little coverage and in some cases no coverage at all. But atthe same time, the victim as well, had little or no uninsured motorist coverage.The role of a lawyer in such a situation is to see if there are any other responsibleparties who may be liable. For instance, if the wrongdoer was in the course andscope of employment at the time of the accident the employer would bevicariously liable. You also look to see who the registered owner of the wrongdoer'scar is and determine if that owner has additional insurance. And sometimes thewrongdoer may have an insurance policy for another car that provides coverage. Theseare just a few examples. In short, the lawyer should know which stones to lookunder in an effort to find insurance coverage.

It's tough out there. I know. Not everyone can afford good insurance coverage. But I have always urgedmy clients and friends to obtain the maximum amount of liability coverage as protectionin the event that they are the cause of an accident and to have substantialuninsured motorist coverage in the event that they are the victim of anaccident. It simply makes sense.

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DEFENSE



AREAS OF PRACTICE

You got questions? Got an idea for a topic? Let me know. I will see if I can write an article about it.



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Quote of the Month:

"There's something happening here
What it is ain't exactly clear
There's a man with a gun over there
Telling me I've got to beware

**"Think it's time we stop
Hey, what's that sound
Everybody look what's going down"**

'For What it's Worth', Stephen Stills, Performed by Buffalo Springfield

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