

I sincerely hope this Guide has shed light on your payment options and will give you some confidence in moving forward. I began my career in insurance as a claim's adjuster nearly 30 years ago. After just a few short years in that field, I had more than I could morally stomach and decided to go to law school in order to protect people from the insurance company schemes. I have devoted my practice to only helping people who are taken advantage of by insurance company tactics and tricks. I also have dedicated my life (outside of my own family, of course) to becoming the very best trial lawyer that I can possibly be. Just this past year, I was awarded the Tennessee Trial Lawyers Association award for **"Trial Lawyer of the Year"**- an award that I and my excellent staff worked hard for over the past decade, and our hard work has paid off. I am proud of the firm we are, and what we have become. I firmly believe we provide the best possible representation to injured clients, and we are rewarded by our own clients' constant stream of referrals of their family and friends. It is a standard that we monitor and guard closely.



We want to add you to our family of clients and give you the treatment you deserve.



This guide is simply designed to give you power and knowledge of how to get your medical bills paid. Every single one of my clients deals with these issues and asks me these same questions over and over. Most of their preconceived thoughts are not correct and I want to give them the information sooner rather than later, so I decided to give this information out for FREE with hopes it will spread far and wide and become common knowledge. The insurance companies don't want you to have this information. This is simply because they use it for their own selfish goals to take advantage of you in your desperate plight when you may be at one of the lowest times in your life. I think that is immoral. My hope is that this guide will give you clarity, hope, and power.

Good luck to you, and may God richly bless you and your family.


JOHN GRIFFITH

1. PERSONAL HEALTH INSURANCE/ MEDICARE/ TENNCARE

IF you have health insurance coverage, you should use it. Some people think that since the wreck was not their fault, then their own personal insurance should not pay any of the bills. They think that there is some penalty or extra charge or premium they will have to pay if they use their own health insurance. ***This is simply not true.***

You should use your own health insurance for 2 main reasons. First, your bills will (hopefully) get paid immediately and you will not have to worry about receiving calls from collection agencies trying to hound you every evening for money.

Secondly, there is a doctrine of law known as the "collateral source rule" that will give you the benefit of all the hard-earned money you used to pay for your expensive health insurance premiums that you were smart enough to choose to do. For example, if you have a large ER bill of \$20,000 and you use your own health insurance, your health insurance provider likely has a large contractual discount agreement with the hospital, usually 50% or more, that will reduce that bill to, say \$12,000 or less. If you are later forced to go to court in your auto case, you get to present the actual bill of \$20,000 up for proof and get paid on that amount, while all you would have to pay back is the \$12,000 that was paid by your health insurance company. This is a benefit to you directly, and often helps cases get settled. The car insurance companies already assume you have health insurance and also assume that you get a huge discount off the bills. This is the reason they low-ball every plaintiff and usually will not even offer the medical bills in some personal injury cases.

Does it count against me if I use my own Health Insurance?

When you use your health insurance coverage, you will not be charged a higher premium by your health insurance company. This is especially true with group policies. Sometimes they will rate a higher class if they have a large loss year as a whole, but for the most part you will not be singled out and dinged with higher premiums because you have an auto wreck with injuries.

YOU BETTER KNOW WHAT "SUBROGATION" IS!

The other thing you need to know is that you will be REQUIRED TO PAY BACK your health insurance company at the end of your case. I can't tell you how many people have handled their case themselves only to call me later after they settled their case and spent any money they received, and then get nasty letters from their health insurance carrier, like Blue Cross Blue Shield, for example, wanting their money back.

So why is your health insurance carrier entitled to get their money back? Buried inside your health insurance contract is what is known as a "subrogation clause." This language entitles your health insurance carrier to get any money back that is paid for medical care caused by any "third party." When you were in your wreck and hit by that truck, that trucking company and its driver are considered "third parties." Since the third parties owe you for all the harms that were caused to you, including all medical charges incurred due to injuries caused by the third parties, your health insurance company is entitled to get the money they paid on your behalf returned once you settle your case with those third parties. If you did not pay your health insurance company back for medical bills the third party has now reimbursed you for, you would technically be "double dipping", or getting paid twice for the same bills.

For example, you go to the emergency room and seek follow up care and you have bills totaling \$10,000. You take my advice and you have your health insurance pay those bills. Now, you don't owe the hospital any more money (except co-pays and deductibles, of course) and you settle with the liability carrier for, let's say, \$15,000 which is for the \$10,000 in medical bills and \$5000 for your human losses (like pain and suffering, etc.) You don't just get to keep that entire \$15,000. You must pay your health insurance company back, usually at a reduced rate. If you kept the entire \$15,000, then you would have been paid twice for your medical bills, or a combined total of \$25,000 (\$10,000 by your own health insurance company + \$10,000 by the car insurance company for medical bill reimbursement + \$5,000 for pain and suffering) Your insurance contract will not allow this. This is commonly referred to as "double dipping", i.e. you cannot get money twice for the same expense and your insurance company will sue you for it if you just ignore them. So, be wary of what your health insurance company's "Subrogation Claim" is *before* you settle your case on your own. That money the car insurance company adjuster is telling you is for money for your own personal losses is not likely to be entirely truthful. Check it out first by calling your own health insurance company and getting a total for all payments made and ask them specifically what the total subrogation amount owed is.

When you do this, make sure that your health insurance company is NOT including money for services not related to your crash as part of your total subrogation amount. For example, let's say that after your crash you went to see your primary care doctor because you had the flu. If your health insurance company paid that bill, you do not owe that back to them simply because it occurred after your crash.

WRAPPING IT ALL UP

As a summary of your typical payment options, in order of preference, are as follows:

- 1. Personal Health Insurance**
- 2. Medical Payments Coverage**
- 3. Uninsured/Underinsured Motorists Coverage**
- 4. Doctor's Liens**
- 5. Injury Finance Companies**
- 6. Personal Injury Loans**

CALL ME ANYTIME! My Office is Here to Help YOU and YOUR FAMILY! It is what we do.

you will pay near the full bill rate. For people who need intensive treatment that have no other means to pay for it and receive it, it is a valuable service.

Insurance companies hate these types of companies, because they simply don't want you to get the full care you need. They would rather you starve and not get treatment you desperately need, and then turn around and tell a jury for example, "Well, if Johnny was hurt so badly, why did he have a 4 month gap in treatment" Or "why did he not have ANY further treatment if he is claiming this is a permanent injury?" These are effective and valid questions, but only when taken out of context. If it is true that a person had no health insurance coverage and therefore no access to coverage, it is like an insurance lawyer complaining about a person refusing to go running when they have no legs. It is disingenuous, and these injury finance companies are providing the means to keep your case moving forward.

These companies are not first on my preferred list of ways to pay for medical care because they are more expensive. However, if you need treatment or a surgery and cannot get it any other way, this service is *invaluable*. If you are stuck in a situation where you need significant medical care and cannot get it, call my office and we will be happy to point you in the right direction.

6. PERSONAL INJURY LOANS

This topic is last for a reason. It is by far the most expensive option. The interest rates and fees can result in repayment amounts in the 200-500% category. I **never** recommend this to my clients and use it only as a last resort. While using these loan services is preferable to losing your house, I strongly discourage its use as much as I can. When it comes settlement time, the clients usually forget about that past money they have already spent and only focus on their new net recovery. This can be frustrating because the loan repayment amount is so high.



IMPORTANT TIP! DO NOT TELL THE CAR INSURANCE ADJUSTER HOW MUCH YOUR HEALTH CARE SUBROGATION IS!

Why? It is none of their damn business! That's why! (*unless you are on Medicare, see below*)

Many adjusters will outright LIE to you and tell you that they are going to do you a favor and pay back your health insurance company directly, thereby relieving you of that burden. They sell it like they are doing YOU a favor. Or that they "have to do that". Liar, liar... PANTS

ON FIRE! Why are they lying to you? It is because they want to sneak and get you to tell them what your health insurance subrogation amount is. And they are asking you to give them the keys right into your back door. Do not allow this! Tennessee law does NOT require you to give them this information. While it may be YOUR responsibility to pay your own insurance company back, what that amount totals is none of their business. The only thing they want to do is lower the amount they want to pay you back. For example, if you have \$10,000 in total charged medical bills, yet your subrogation is only \$6500, then they owe you the entire **\$10,000; NOT \$6,500**. So no matter how persistent they are in hounding you for your health insurance information, **DO NOT GIVE IT TO THEM**. I would prefer you not even tell them who your health insurance company is.

MEDICARE IS DIFFERENT

There is one important exception to this rule. Medicare. If you are a Medicare recipient, the auto care company may face direct exposure for failing to pay back Medicare. If you are on Medicare, I would still urge you to attempt to handle it yourself, but there are certain policies that have to be followed in order to get a final closing letter from Medicare. Most car insurance companies will not pay you for any settlement until you provide proof of the amount owed back to Medicare.

Another "quasi" exception is an ERISA plan. These plans are usually large employer group plans that are federally mandated to be paid back and case law currently must have them reimbursed 100%. Even ERISA plans are not the car insurance adjuster's business, but you have to be very careful in obtaining correct information when it comes to ERISA health plans.

Lastly, not every health provider will take your health insurance coverage. Some medical providers have such relatively low charges, and the health

insurance reimbursement rates are so low that the providers refuse to accept health insurance because to continue to do so would drive them to the poor house. Chiropractor reimbursement falls into this category. I have seen some health insurance provisions for chiropractors be as low as \$8.00 for a 30-minute service. Who can blame them for not accepting such low amounts? They cannot pay their light bill at those reduced rates. They rely on other methods of payment. See below.

TAKEAWAY: Always try and use your own health insurance for bills after a car wreck, and NEVER tell the claims adjuster what your subrogation amount is. Don't even let them converse with your own health insurance carrier. It is NONE OF THEIR BUSINESS DESPITE THEIR LIES TO THE CONTRARY!

2- MEDICAL PAYMENTS COVERAGE:

Medical Payments coverage, also known as "Med Pay" or "Medpay", can come from 2 different sources:

1. Your own personal automobile policy, AND/OR;
2. The owner of the car's policy that you are a passenger in at the time of the wreck.

Med Pay coverage pays for your bills up to a certain dollar limit that you chose at the time you chose your policy. It is sold with cap limits usually in the range of \$1,000, \$2,000, \$5,000, \$10,000, or \$25,000. Most policies I see have \$5,000 in Med Pay coverage.

What costs does Med Pay cover?

Med Pay covers any service, treatment, or device that is related to treatment for your injuries you received in your car wreck. This can cover your co-pays, deductibles, prescription costs, heating pads, massages, ice packs, home traction devices, orthopedic doctor visits, MRI charges, and even acupuncture costs. It will only cover up to the limit of the policy that covers you for "Medical Payments Coverage" on your policy.

Who is entitled to get paid Med Pay Coverage?

A frequent area that is often unknown to passengers, and overlooked even by most self-proclaimed personal injury lawyers, is the fact that an injured party might be covered by more than one Med Pay policy. If I am riding as a passenger in your car and we are hit by a drunk driver who crossed the center line and hit us head on, then I, as your passenger, will benefit and recover

So how do you deal with it?

First, you do your best to use your Med Pay and get it paid, per above.

Secondly, you make payments as you go to your doctor. Even \$20 per week is helpful. That way you have some "skin in the game" and you have simply not sat back and gotten free treatment. Pay as much as you can afford. This will help give your doctor more credibility when it comes time for me to depose him/her.

Third, one way to deal with this is to have the doctor use a lien form that I have created, called the "Defendant's Car Insurance Security Agreement." This is somewhat awkwardly titled, but it works. I have drafted this agreement to give the doctor all of the security she/he needs while at the same time putting kryptonite in the document to ensure that the insurance company will never use it against you.

If the document were to be made an exhibit, the insurance lawyer would go nuts with all the references to car insurance and the fact that their claims adjuster has refused to pay for any services up front. I think it is a beautiful thing. If your doctor has asked you to sign a lien, you should have them contact my office for a free copy of our style of doctor's lien in order to protect both you and your doctor.

5. INJURY FINANCE COMPANIES

There are so many people that get injured in truck/car crashes and have no insurance or too little insurance. Even if they do have health insurance, there are many doctors who refuse to see them because it is an auto case and they choose not to see folks who are involved in litigation. These injured folks are now caught in a Catch 22. That is, they need treatment but can't get it because of their circumstances; at the same time, they can't get the money (or enough money to cover all harms and losses) to pay on their auto liability case because they have not had enough treatment.

Because of this dilemma, several companies have sprung up to fill this void. Some top companies are known as Injury Finance, Merrick Medical, Key Health, and there are numerous others. What these companies do is "buy the medical note" directly from your provider. If you go to the doctor and have a \$1000 MRI charge for example, the injury finance company will pay a comparable insurance reimbursement rate to the medical provider and withhold receiving payment from you until you settle your case, at which time

them now, "Well Doctor, you put in your note whe you released the patient that she was doing 'fine' and was 100%, didn't you? ... Yes." "And now she is claimin a permanent injury from the car wreck last year? Yes." These notes can really hurt your case. You need to make sure that you are seeing a reputable doctor who is not in a cash crunch and is going to ruin your case. Believe me... those doctors are out there in droves.

2. If I am later taking a deposition of your doctor, the defense attorney always wants to look through the doctor's file and find a lien. They love it when the doctor has not been paid so they can make the doctor look like he is desperate and biased and will say almost anything in support of your injury claim simply so that he/she can get paid. Here is how it goes:

Q: Doctor, can you tell us how much you have actually been paid in care of Ms. Jones to date?

A: Nothing.

Q: And you have had your client sign a lien that gives you the right to recover if and when this case settles?

A: Yes.

Q: And I take it then, that you would like to be paid?

A: Of course.

Q: And in order to get paid, the jury has to believe all that you are saying is true?

A: I am telling the truth.

Q: And you really want to be paid?

A: Of course.

Q: Would you agree that you have a financial incentive for your client to recover?

A: No, I just tell it like it is.

Q: Okay. Madame Court reporter, could we please make a copy of this doctor's lien the next numbered exhibit?

Do you see the potential harm here? In lien cases, a potential jury may conclude that your doctor does indeed have a financial interest in the outcome of your case and is willing to say anything so he can get paid. And while he or she may be telling the 100% unbiased truth, you cannot ignore the way the insurance lawyer is going to portray this bias they have in order to get paid. Bottom line.... Liens can hurt your case.

under YOUR Med Pay policy, and I will also have the benefit of my own Med Pay policy. In Tennessee, insurance is generally known to "follow the car." This means that the car owner's insurance is "primary" or pays first, while your own insurance coverage will pay secondarily.



Are there any dangers to using Med Pay Coverage?

Yes! An important point to remember about Med Pay is that your own insurance company who paid the Med Pay money out will want it back when you settle your case with the other party's insurance company who hit you and caused all of the harm to you. Personally, I think this is a terrible procedure which allows your own insurance company to do this. You, as policy holder, have paid premiums for years perhaps and you access your policy for payment of medical bills for which they have charged you higher premiums and then they want all their money back at the end of your case. And if you do not pay this money back, they will turn around and sue you for it. Ridiculous! They act like the money is more of a "loan" than something you have paid hundreds or thousands of dollars in premiums for.

Regardless of my personal thought, you must know that you must pay this money back in the end. I have had people come to me after settling their own case without an attorney who now must pay \$5,000 back to *their own* car insurance company. Ugh! Don't let this happen to you. Call me or some other very competent personal injury lawyer who deals with these scenarios regularly for sound advice and protect yourself.



SAVE AND PROTECT YOUR MED PAY COVERAGE FOR YOUR FAMILY!

You need to make sure and GUARD YOUR MED PAY COVERAGE! Another trend I have seen recently in my practice is that many emergency rooms now have started a practice of asking you after your auto wreck for your Med

Pay coverage, even though they have an obligation to bill your own personal health insurance coverage first. **DO NOT GIVE EMERGENCY ROOMS YOUR MED PAY INFORMATION!**

Here is why: The emergency room billing folks know that IF they bill your personal health insurance for, let's say, a \$5,000 emergency room bill, they will have to take a contractual discount with the health insurance company and lower their net recovery to, approximately, \$3000 (instead of getting the full \$5,000). However, the hospital brass also know that if they get your Med Pay information, they can try and bill the emergency services directly to your Med Pay carrier, get directly reimbursed the full \$5,000.

This presents several problems. First, the contract of insurance containing Med Pay is YOUR policy, and you should direct the benefits as YOU see fit, not your hospital who is now trying to call your shots. Secondly, now the emergency room billing people have totally depleted, or what we call "exhausted," every single penny of your Medical Payments coverage, leaving NOTHING for you and your family. They don't care about you; they just want to get paid and maximize their return. If your Med Pay coverage is exhausted, you can no longer get your deductible reimbursed, your prescriptions paid for, or any of your own out of pocket costs reimbursed. This can be a major disruption in your finances for your family.

In my practice, as soon as we have a person decide to have my law firm represent them, we *immediately* send a letter to our client's *own* insurance company and tell them to make absolutely NO more payments until they have been authorized by me to do so. Why? I want to save that money for the person that needs it the most. YOU! Yes, you need that money more right now than the emergency room/ hospital does. Sure they are owed the money and they will be paid in time, but you have to make it month to month, try and put the pieces of your life back together, and still put food on the table for you and your family.

Lastly, do not think that using your own (or allowing a family member or guest in your car to use) medical payments coverage will cost you more money in premiums. Insurance companies are not allowed to do this. There is nothing more frustrating than a fellow family member telling another family member to not use their Med Pay coverage of their own (driver's) insurance policy just because they are under a false assumption it will cause a rise in their own insurance rates. Even if it did (which it won't), my goodness, how selfish can a person be towards their own family? Thankfully that does not happen very often, but every once in a while, it does and it is a fear that is erroneous,

injury law to guide you down this dangerous path.

TAKEAWAY: Make sure you have UM coverage, and lots of it... NOW. And don't ever settle with the other driver's carrier for policy limits without first discussing your remaining options with an experienced personal injury lawyer. You may be closing the door on any future claims involving your UM carrier that you have a right to claim.

4. DOCTOR'S LIENS

Not everyone has health insurance. Many don't. Some doctors will allow you to pay them later when you settle your case. In order to protect their bill and have a means to collect it, the treating medical provider will have you sign a "LIEN". Lien is a fancy word for a right of payment that has priority over your right to the money. For many folks without insurance, this is one of the few options they have to obtain medical care and treatment.

Because of ridiculously low health insurance reimbursement rates by the health insurance companies, many chiropractors will not accept health insurance. They will accept your Med Pay, and may elect to treat you on a lien. They do this with no certainty they will ultimately be paid. They will have you sign a lien notice and hope both you and the other car driver's policy will honor it. If you do receive a settlement and run away with the money and never pay your chiropractor, then he/she has a legal recourse against you directly to force you to pay it, or else get a judgment against you.

Will all doctors accept liens?

No. Most orthopedic doctors and neurologists will not accept liens. Why? Their reimbursement rates for health insurance are a lot better than those for chiropractic care. Additionally, the ortho/neuro want compensation now and do not wish to wait 6 months or longer to get paid.

What problems do medical liens present for me?

There are a few practical problems with liens that I see daily in my practice.

1. Some chiropractors will release you earlier than you need to be or put in your medical records that you are doing very well, when that is simply not true, just in order to get you released so that you can settle your case and the doctor can hurry up and be paid. If you are not 100% recovered and you have a permanent injury that will be with you from now until forever, these notes can be devastating to your case. The insurance lawyers will eventually get their grubby hands on this note and run with it. I can hear

result in \$500K per person, but rather an average of \$50K per person. You should also discuss getting an umbrella policy over and above the liability limits.



What must I look for in an Umbrella Policy?

One word of caution here... Many people think they have an umbrella policy that will cover them when they are hit by a driver who does not have enough coverage. One thing insurance companies do not make clear when selling umbrella policies is that the umbrella policy may NOT cover Uninsured/Underinsured Motorist

situations described above. You need to make it very clear to your agent that you want your umbrella policy to cover Uninsured/Underinsured Motorist crashes. This is crucial to having good coverage. I can't tell you the number of clients I have that have told me that they had a \$1 Million-dollar umbrella policy, only to find out that Underinsured motorist situations were excluded! This is heartbreaking when you need the coverage for a larger catastrophic loss. You cannot go back in time and by a retroactive policy. You need to check this out right now.

What are some of the BIGGEST mistakes made settling UM claims?

WARNING: You cannot settle an "Under-insured" motorist claim by taking the money from the underlying at fault car insurance company and signing a release, and then proceeding against your own UM carrier. I have had several lawyers even from other states call me to help them deal with their client's UM claim that happened in Tennessee, only to find out they settled with the liability carrier and now wish to present a UM claim. I ask if they have settled fully with the liability carrier and signed a release. If so, then I have the unfortunate job of telling them that they have likely committed malpractice and done their client a great disservice.

There are several procedures that need to be following in order to do this correctly and you should talk with someone very experienced in only personal

unnecessary, and not based on any fact.

TAKEAWAY: Know how much Med Pay you have available, protect it, and use it wisely.

3. UNINSURED MOTORIST COVERAGE



Tennessee law provides that all drivers have insurance coverage before they drive. While that sounds great in theory, the simple truth is, approximately 15% of the drivers on our roadways have no insurance coverage. And even if they have insurance coverage, they likely do not have enough coverage. The "state minimum" coverage is only \$25,000 per

person, and that is not enough money to cover a life flight bill in some cases, especially when a person is hospitalized. This minimum coverage amount was passed by the Tennessee legislature in 1989 and has never been increased since that time. Do you have any doubt that hospital costs have sky-rocketed since 1989? It is time for our legislature to catch up with the times and increase the minimum coverage amounts to at least \$50,000. Insurance companies do not want that, and they have good lobbyists and more money than "Carter has pills", so to speak, and it is just not going to happen anytime soon.

One of the first things you need to know about Uninsured Motorist Coverage, or "UM" coverage for short, is that the term can be very misleading. This coverage is a coverage that you choose when you take out your policy, similar to the Med Pay coverage described above. Tennessee law mandates this coverage be provided to you, but you can reject this coverage only if you do so in writing on the policy application.

This coverage is also known (and performs) as "UNDER-insured" Motorist coverage. In Tennessee, the law is that if a person who causes damage to you does indeed have insurance, BUT their coverage is not sufficient enough to pay for your entire claim (including pain and suffering) then you can make a claim under your own UM coverage. And by law, using your UM coverage on your policy CANNOT raise or lower your rates one single penny! So, just as in Med Pay coverage, don't hesitate to use this and don't be stingy with it.

Can I trust My Own Insurance company to handle my UM Claim?

No, you absolutely cannot. Most people make the HUGE mistake that since the coverage is provided by their own insurance company, that their company is going to take care of them and be fair. WRONG! You will later be surprised to learn that your own insurance company will take a statement from you, use it to deny coverage to you, attempt to use something totally irrelevant against you, try and reduce your claim and ultimately lowball you. You must remember that your UM coverage takes the place of the other person's lack of coverage. And you will be treated with similar disgust and stinginess by your own company just as you may have been treated by the other driver's insurance company adjuster.



UM coverage can be confusing. There can be multiple layers of UM coverage, just as in Med Pay. So don't always assume that your personal UM coverage is all that is available to you.

Generally, your own insurance company will not pay any money to you up front under your UM coverage until they make one lump sum payment and require you to sign a release. So, you better have a handle on every bill, future bills, future Permanent Injury, future harms and losses, and past pain and suffering before you settle your claim with anybody! Your own insurance company will typically not advance any money under this coverage for any medical bills, prescriptions... nothing. They want to simply close their file and get your name on a release. Insurance companies are not in the habit of fronting any money in a case when they do not have to in attempts to "starve you out" and make you as weak and vulnerable as possible. They want you to be weak and needy and cave in on their first, pitiful, "offer."

After payment and settlement of your own UM bodily injury claim, your insurance company may or may not decide to go after the person who hit you for any money they paid out. They do not always pursue that avenue very aggressively. Whether they do or not does not benefit you in the least. You don't get paid any more money after you have settled your case. It is simply a business decision for your insurance company at that point. I urge my clients to not get too hung up on that issue as it benefits them none.

Why might I not get the full benefit of all of the UM Coverage I have been paying for?

Many times, you have to deal with the other driver's low insurance coverage, have those limits offered, before your UM coverage will kick in. In Tennessee, your UM Policy gets an "offset" of the underlying liability limits.

I can explain this in further detail if we meet, but here is a basic example of understanding how this works:

Let's say you are driving your own car and going through an intersection. The other driver is coming towards you and turns left in the intersection right in front of you. You have a major neck injury requiring surgery. You possess a \$100,000 UM policy with State Farm, for example. The other driver has Direct insurance and you later learn he only has \$25,000 of coverage. If the Direct adjuster later offers you the full \$25,000, then you have the right to go get the remainder of the difference between your policy and the liability amount just offered. So, you have a \$100K policy. \$25K is offered by the liability car insurance company, Direct. Your own State Farm policy will have exposure to an additional \$75,000 dollars. How? \$100K minus \$25K equals \$75K. ($\$100K - \$25K = \$75K$) Tennessee has a quirky "offset" rule that, again, is very unfair. You are being rated by your own insurance company on \$100,000 worth of UM coverage. If the other driver who hit you only has \$25K, then State Farm gets a break and your policy is reduced by \$25K, but your premium never was. You paid for \$100K, but you don't get to use all of it. "Thank you very much" to all of the insurance lobbyists and our legislators who love them so much. They do you no favors, unless you are an insurance company with troves of money.

And it gets worse. If the person who hit you has \$100K in liability coverage, and you also have the same limit of UM coverage of \$100K, then guess what? Yep, you get NOTHING. Why? The famous Tennessee offset rule gets all the credit. \$100K UM coverage minus \$100K of liability coverage equals ZERO. ($\$100K - \$100K = \$0.00$) And to think you have been paying all that money for UM coverage for all these past years. Thanks again to our elected "leaders" and the insurance lobby.

What can I do in order to protect my own family?

How do you protect yourself? You need to get very high UM coverage limits. The amount you choose should be no less than "\$500,000 per person." Make sure that it is "per person" and not "per occurrence." Per person means what it says. Per Occurrence means that if you have 10 people in the car, for example, that is all the money you get that must be divided up amongst all the parties that are entitled to recovery. So, in this extreme example, \$500K would not