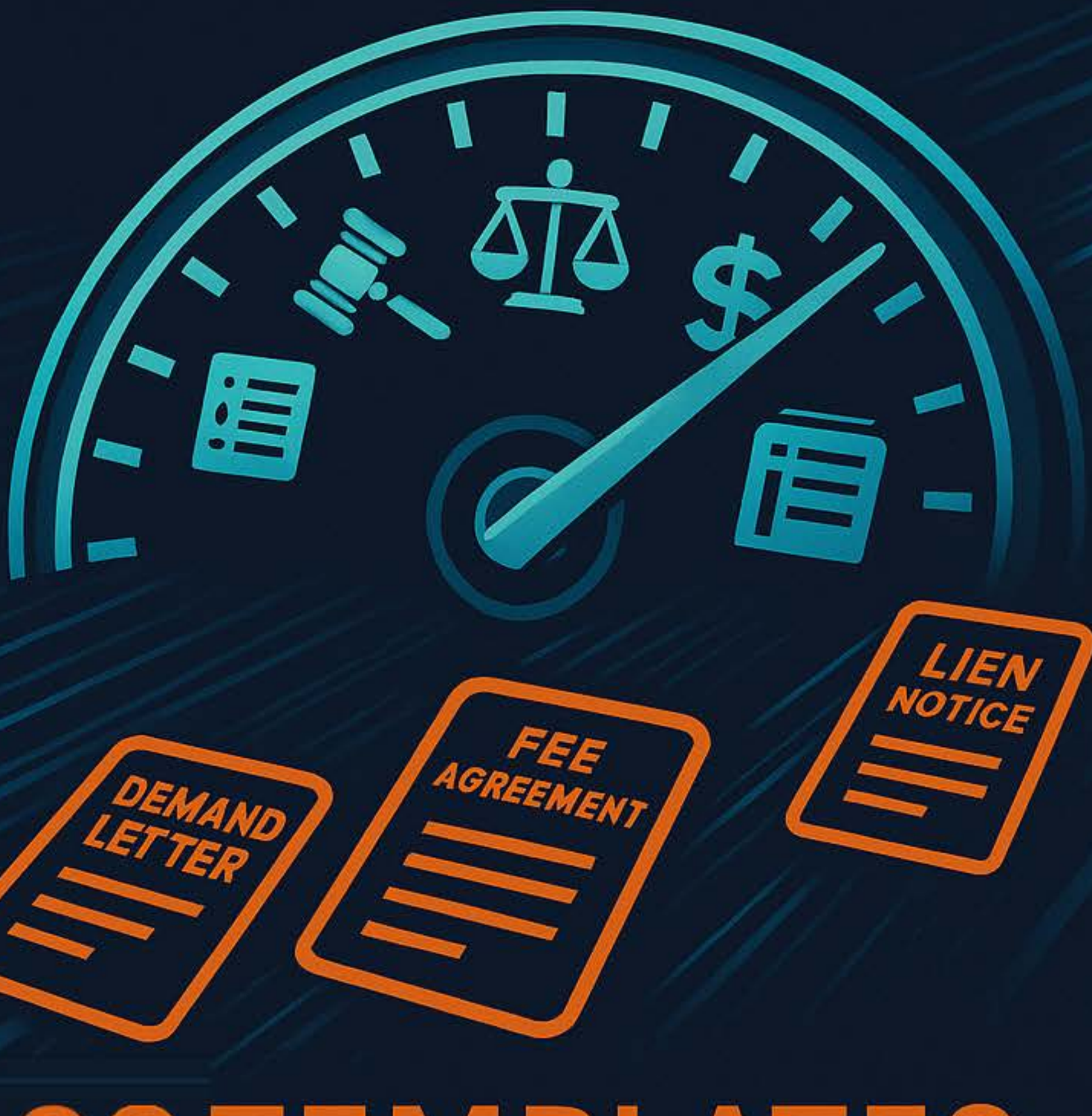
CRUISE CONTROL

LAW FIRM ESSENTIALS



80 TEMPLATES FOR PERSONAL INJURY FIRMS

LEGAL FORMS WITH NO SPEED LIMITS.

Cruise Control

Law Firm Essentials

77 Personal Injury Forms, Letters & Templates to Run the Firm Like the System It Actually Is

Anna Allard-Veillon

VESUPIA BOOKS

Cruise Control: Law Firm Essentials

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THE DECISION TREE

How to use this book: find your situation, follow the arrows, send the letter. Every section number (§) matches a form in the Table of Contents that follows.

START HERE

Part I is mandatory for every new file — the representation-letter volley that makes the firm the hub of every wheel, sent within the first two weeks. After Part I, seven questions sort what landed on the desk; first 'yes' wins:

> *1. Car problem — repairs, totals, value fights? → PART II: Property Damage*
> *2. Bill problem — bills unpaid, wrong payer, benefits threatened? → PART III: The Bills*
> *3. Building the file — records, narratives, witnesses? → PART IV: Evidence*
> *4. Provider pressure — balance billing, records, liens? → PART V: The Medical Team*
> *5. Ready to talk money — limits, demand, UIM? → PART VI: Settlement*
> *6. Someone wants paying back — subro, liens, reductions? → PART VII: Liens & Subrogation*
> *7. Carrier misbehaving — wrongful denial, stonewalling? → PART VIII: IFCA*

The Nine Cases

Every doctrine letter in this book stands on one of these. One sentence each; the letters do the rest.

Thiringer v. American Motors Ins. (1978) — Made whole first: no insurer gets reimbursed until the client is fully compensated.

Mahler v. Szucs (1998) — Common fund: an insurer that benefits from your recovery pays its proportional share of the fees and costs that produced it. (Overruled in part on other grounds; the common-fund holding stands.)

Winters v. State Farm (2001) — The fee offset: Mahler's logic applied to PIP and health reimbursements — the firm's work earns its share even off their payback.

Hamm v. State Farm (2004) & Matsyuk v. State Farm (2012) — The Mahler line, extended and most recently affirmed by the Supreme Court — common-fund fee sharing holds even against PIP offsets.

Sherry v. Financial Indemnity (2007) — No subrogation right arises at all without full compensation — no partial or proportional offsets. Full compensation first; all or nothing.

Daniels v. State Farm (2019) — Carriers must forbear subrogation until the client is made whole — Thiringer, extended and enforced.

Hamilton v. Farmers (1987) — Notice of a tentative settlement goes to the UIM carrier, which may preserve its subrogation by substituting its own payment. It cannot veto the settlement — but skipping the notice invites a prejudice fight.

Smith v. Safeco (2003) — Insurer bad faith is a question of fact for the jury — the backdrop that makes stonewalling a limits request a risk carriers must weigh.

Grothe v. Kushnivich (2022) — Inherent diminished value is compensable — a repaired car's lost market value is real damages, not a theory.

The Clocks

Every deadline in this book, on one page. When panicking, start here.

3 years — the statute of limitations for personal injury in Washington, running from the date of loss. The master clock; every other clock lives inside it.

2 weeks — the Part I volley window — every representation letter out before the adjusters call first.

3 months — the status-update cadence to the 3rd-party carrier (§56). Offer no tighter timeline.

20 days — the IFCA cure window (RCW 48.30.015). The notice starts it; silence past it is an answer.

10 working days — the short-pay resolution demand (§30) — day 11 is the Insurance Commissioner complaint.

10 days — the return window on subrogation waiver demands (Part VII).

Before the release — not a date but the deadliest clock in the book: Hamilton consent (§62) comes before the client signs anything releasing the tortfeasor.

PART I — Open the File (MANDATORY — every new matter, within two weeks)

The volley: a representation letter to every carrier in the case, plus the four openers. Send them all within the first two weeks — the file's authority is set early or never.

> **TIP:** *Make sure to obtain copies of the actual signed PIP/UIM waivers if the insurance company claims they exist; in WA, if they cannot produce them, you can force open a claim using §29.*

§1 Auto 1 PIP & PD Representation Letter

When: every new file with a client-side auto policy.
What it does: Keeps the 1st party insurer from harassing the client.
What comes back: An acknowledgement, probably a treatment status update request.
What the response means: They are on notice.
Then: always §2 with it. Carrier requests Medicare status → §36.

> **TIP:** *Keep status requests to the 1st party insurance company brief but honest. Stick to the facts.*

§2 Auto Policy Request

When: you can't run PIP or UIM without the actual policy.
What it does: Obtains copy of Auto Policy with PIP & UIM waivers, if applicable.
What comes back: The policy & waivers, if applicable.
Then: No waiver(s) → §29; note PIP limits (feeds §38) and UIM coverage (feeds §63/§62).

> **TIP:** *Keep status requests to 3rd party insurance to one line: 'Still treating' / 'Concluded treatment.' Set status update request timelines for 3 months out. Status updates come into real play when the client's care escalates — surgery, catastrophic injuries — which can then be leveraged.*

§3 Auto 3 BI & PD Representation Letter

When: the at-fault carrier learns the client has a firm — and stops calling them.
What it does: Keeps the 3rd party insurer from harassing the client.

What comes back: An acknowledgement, probably a treatment status update request.
What the response means: They are on notice.
Then: their PD games → Part II-B. Carrier requests Medicare status → §37.

(Health insurer letters §39/§40 live in Part III — The Bills — but if the client has health coverage, they join the week-one volley too.)

> **IF YOU SKIP THIS:** Medicare has the right to first recovery. They get the money before the client, the firm, everyone else. This will ruin your Christmas. True story: it ruined mine once. Don't get caught.

§4 Medicare Rep Letter

When: client has Medicare coverage.
What it does: Notifies Medicare that the client has collision-related medical bills.
What comes back: a series of letters, each requiring a specific and timely response.
What the response means: Fill out the forms and return stat until you have collected the 'Final Release of Disbursement of Funds.'*
Then: same routing as §59 — refresh the conditional payment amount before the demand goes out, and again at settlement. Medicare gets resolved before the client gets paid.
** Medicare renames this letter from time to time — the name may change, but the point is the same: don't disburse until Medicare says you're done.*

§5 Police — Full Report Request

When: every collision file.
What it does: Evidence for the settlement packet; identifies witnesses, officers.
What comes back: The report, in fine print.
What the response means: Use the information, then save for Evidence file.
Then: report names witnesses → §47/§48; officers → §49/§50.

§6 Client Damages Overview Questionnaire

When: day one, then every few months — the client's own record before memory fades.
What it does: Captures the moment as it is happening.
What comes back: Time capsules that make the demand easier to write.
Then: recurs; copies feed §59.

§7 Provider — Insurance Billing Info

When: every treating provider, at intake, so bills go to the right payer in the right order.
What it does: Tells the doctors who to bill.
Then: billing breaks → §30 or Part V.

> **TIP:** *Insurance companies may try to steer the client to a DRP (direct repair shop) so they can save money, but in WA, clients can choose their own body shop; do your research and find someone independent*

§8 Body Shop Rep Letter (long form)

When: car's in a shop and the PD fight may get technical. (§9 repairs-done / §10 short form as fits.)
What it does: Tells the body shop who is who.
Then: §28 when the estimate exists; then Part II.

(UIM rep letter §63 joins the volley the moment §2 shows UIM coverage and liability limits look thin — see Part VI.)

PART II — Property Damage

Fork: whose carrier is handling the car? Client's own → II-A. At-fault's → II-B.

II-A: First party (Auto 1 PD)

§11 Pay Shop (Repairs)

When: repairs approved; money should flow carrier→shop.
What it does: Tells 1st party insurer to pay the shop directly for repairs, i.e. if liability is unclear.
What comes back: Yes/No.
Then: trouble → §12, §14, §15, or §16.

§12 Mid-repair Dispute (one letter, two variants)

When: supplements are being balked at mid-teardown; pick the variant matching the fact pattern.
What it does: Handles disputes happening mid-repair with 1st party insurer.
What comes back: Yes/No.
Then: resolved → §11. Estimate creeping toward value → §16.

§14 Re-Repair Demand

When: the repair came back wrong.
What it does: Tells the 1st party insurer to fix the car properly.
What comes back: Yes/No.
Then: refused → §15; denial in bad faith → §77 (IFCA).

§15 Invoke Appraisal

When: valuation deadlock; the policy's appraisal clause breaks it.
What it does: Tiebreaker over what the car is worth.
Then: appraiser needed → §18. Outcome routes §16/§17.

§16 Total the Car

When: the lesser-than math says total; repairing strands DV.
What it does: Keeps client from going upside-down on their car.
What comes back: Yes/No.
Then: totaled → §17. Repaired anyway → preserve for §59; misconduct → Part VIII.

§17 Pay DV — Car is Total Loss

When: totaled; DV logic completes the payout.
What it does: Tells 1st party insurer to pay the diminished value.
What comes back: Yes/No.

Then: valuation fight → §15 + §18.

§18 Declaration of Appraiser (Form)

When: the appraisal fight needs a sworn appraiser.
What it does: Formal template for Appraiser Declaration.
Then: supports §15/§17/§16.

§19 PD — Don't Subro

When: client's carrier paid and mustn't subrogate ahead of the client's recovery.
What it does: Protects the client's recovery money.
What comes back: Sometimes an acknowledgment, sometimes nothing.
What the response means: Cross your fingers, keep an eye on it.
Then: family: §27 (3rd party flavor), Part VII doctrine letters.

II-B: Third party (Auto 3 PD)

§20 Pay Shop (3rd party)

When: liability clear; their carrier pays the shop.
What it does: Clear liability means 3rd party insurer pays for repairs.
What comes back: Yes/No.
Then: games → §22, §23. Total → their version via §16 logic.

§21 Pay Law Firm (Repairs)

When: repair funds should route through the firm's trust.
What it does: Routes 3rd party insurer's repair funds through law firm's trust account.
What comes back: Yes/No.
Then: alternative to §20.

§22 Mid-repair Dispute (3rd party)

When: their supplements fight.
What it does: Handles disputes happening mid-repair with 3rd party insurer.
What comes back: Yes/No.
Then: as II-A logic.

§23 Re-repair Demand (3rd party)

When: their repair failed.
What it does: Tells the 3rd party insurer to fix the car properly.
What comes back: Yes/No.
Then: refused → §57 leverage, §59.

§25 Pay Deductible

When: client went first-party; their carrier owes the deductible back.
What it does: Tells 3rd party insurer to reimburse deductible.

What comes back: Yes/No.
Then: pairs with §19/§27.

§26 Cash Out LOU

When: loss of use has a dollar value, rental or not.
What it does: Tells 3rd party insurer to reimburse LOU.
What comes back: Yes/No, sometimes a lowball per-day figure.
What the response means: A lowball is a negotiation opener, not an answer — counter with comparable-rental math.
Then: unpaid → §59 line item; UIM version → §64.

§27 PD Don't Subro (3rd party)

When: subro threatens the client's third-party PD recovery.
What it does: Protects the client's third-party PD recovery from competing subrogation claims.
What comes back: Yes/No.
Then: with §19; doctrine backup in Part VII.

§28 Body Shop — Send Estimate & Photos

When: the shop's paper is the PD evidence.
What it does: Obtains estimates and photos of client's vehicle, for Evidence file.
Then: feeds §16/§15/§59.

PART III — The Bills

§29 Demand for Coverage — No Waivers

When: PIP is hedging on coverage; lock it down early.
What it does: Forces open a PIP/UIM claim if PIP can't produce waivers.
What comes back: Yes/No.
Then: stonewall → Part VIII posture.

§30 Fix Provider Short-Pay

When: PIP paid under the bill and the provider is balance-billing.
What it does: Tells PIP to pay the balance still owed on the bill.
What comes back: Yes/No.
Then: recurs; provider relations → Part V.

§31 Pay OOPs (receipts attached)

When: client has been fronting expenses PIP owes.
What it does: Tells PIP to reimburse OOPs.
What comes back: Yes/No.
Then: recurs; tally feeds §59.

§32 Pay Wage Loss

When: client missed work; PIP owes wages.
What it does: Tells PIP to reimburse lost wages (up to the percentage owed).
What comes back: Yes/No.
Then: needs §51 first (Part IV).

§33 Household Services Form

When: document who's doing what the client can't.
What it does: Template for documenting household services.
Then: then §34 demands payment; recurs.

§34 Pay Household Services

When: the documented services need paying.
What it does: Tells PIP to reimburse household services.
What comes back: Yes/No.
Then: with §33.

§35 IME Response

When: PIP demands an exam before paying more.
What it does: Sets boundaries around the exam.
What comes back: Pushback.
What the response means: IMEs are a known abusive process. Push back. Your client will thank you.
Then: exam → cutoff risk → §38, §41. Abusive process → Part VIII.

§36 Medicare Status (1st party)

When: the carrier asks; answer once, on your terms.
What it does: Gives Medicare status with certain information only; eliminates 'surprise' questions slipped into insurer questionnaires that ask for compromising information.
What comes back: An acknowledgment, or nothing.
Then: 3rd-party twin: §37.

§38 Final Ledger + Exhaustion Letter Request

When: PIP is spent; the ledger and exhaustion letter switch payers cleanly.
What it does: Obtains PIP ledger and PIP exhaustion letter.
What comes back: Full itemized ledger of all medical bills, services, wages, and benefits paid to date, plus formal letter of 'exhaustion' of PIP funds.
What the response means: No more PIP money left.
Then: always → §41. Subro will follow → Part VII.

> **IF YOU SKIP THIS:** Bill health insurance before the exhaustion letter exists and the entire order of payers collapses — denials, clawbacks, and provider chaos that takes months to unwind.

§39 Health Rep Letter (Apple Health / Med Advantage)

When: client's health coverage is public/Advantage.

What it does: Tells the insurer there's been a collision so they can start sorting bills accordingly from the start.
What comes back: A questionnaire with many questions.
What the response means: Fill out the form and return. It's a lot but they really do just want to help sort the billing.
Then: §39 or §40, never both. Feeds §41 at PIP exhaustion.

§40 Health Rep Letter (Commercial)

When: client's health coverage is commercial.
What it does: Tells the insurer there's been a collision so they can start sorting bills accordingly from the start.
What comes back: A questionnaire with many questions.
What the response means: Fill out the form and return.
Then: same routing as §39.

§41 PIP Exhausted — Health Primary

When: health takes over; enforce the order of payers.
What it does: Tells health insurance to start paying medical bills related to the crash.
What comes back: A long questionnaire.
What the response means: Fill out the form and return.
Then: provider chaos → Part V. Health subro later → §69/§70.

PART IV — Evidence

§42 HITECH Records Request

When: the file needs records at HITECH rates, not provider-markup rates.
What it does: Keeps the facility from charging the law firm upwards of $500 for a box of paper records.
What comes back: A pre-pay bill under $25.
Then: ignored/overcharged → §43.

§43 HITECH Dispute

When: the provider blew off HITECH.
What it does: Tells facility they must comply with HITECH.
What comes back: Yes/No.
What the response means: Make a decision.
Then: then back to file-building.

§44 Narrative Request — Apportioning Pre-Existing

When: defense will blame the old injury; the treater apportions it away.
What it does: A doctor/specialist uses this template to say what percentage of the old injury is at play still.
Then: feeds §59.

§45 Narrative Request — Future Care Only

When: damages include care not yet given.
What it does: A specialist uses this template to determine Future Care needed.
Then: feeds §59.

§46 Narrative Request — Treating Physician

When: the core medical narrative.
What it does: A treating doctor uses this form to write a Narrative.
Then: feeds §59.

§47 Eyewitness Questionnaire Cover

When: a witness exists and memory is perishable.
What it does: Explains declaration and collision, requests fill out and return (include SASE).
Then: with §48.

§48 Eyewitness Declaration Questionnaire

When: the witness account, signed.
What it does: Template for eyewitness account of the crash.
Then: → §59 exhibit.

§49 Police Questionnaire Cover

When: the officer's account needs more than the report.
What it does: Requests officer Narrative (include SASE).
Then: with §50.

§50 Police Officer Declaration

When: the officer's declaration for the file.
What it does: Template for officer's Declaration.
Then: → §59 exhibit.

§51 Employer Wage Verification

When: wage loss needs employer proof.
What it does: Employer fills out, to prove lost wages, PTO, worked-through lunches, missed time for doctor appointments, etc.
Then: feeds §32 (PIP) and §59.

§52 Lay Damages Witness Statement

When: the people around the client prove the change in them.
What it does: Shows the adjuster who might show up at trial as a character witness; this is something you cannot have enough of.
What comes back: Preferably vignettes, such as: 'Molly couldn't pick up the crying baby because her back hurt too much. The baby didn't know why and cried even harder. It was so sad.'
What the response means: Your client is not alone.

Then: → §59 exhibit.

PART V — The Medical Team

§53 Letter of Guarantee / LOP

When: a provider needs payment assurance to keep treating.
What it does: Tells the provider the firm is 'promising to address the balance' at the end of the case, without making too serious of a promise. Hopefully avoids an actual lien or collections.
What comes back: Yes/No.
Then: with §54/§55 by coverage posture.

§54 Letter of Representation (PIP/Health: No)

When: no current payer; provider holds the balance to settlement.
What it does: Asks the provider to hold the balance — maybe in exchange for small client 'good faith' payments, maybe not — until the end of the case.
What comes back: Yes/No.
Then: → §59 resolves; pressure → LOP §53.

§55 Letter of Representation (PIP/Health: Yes)

When: a payer exists; provider bills it properly.
What it does: Allows provider to bill the appropriate place and get paid.
Then: billing breaks → §30 or §41.

(§7 billing info and §30 short-pay live in Parts I and III but are Medical Team tools too — cross-reference.)

PART VI — Settlement

§56 Status Update (3rd party BI)

When: the adjuster asks where things stand; say exactly enough and no more.
What it does: Gives a precise update, nothing more.
What comes back: A request for a timeline for your next update.
What the response means: They're papering their file; answer with '3 months.'
Then: recurs until §57.

§57 Disclose Limits

When: stability approaches; size the pot first — Smith v. Safeco.
What it does: Tells how much insurance money the at-fault driver has.
What comes back: Usually the answer; sometimes they resist.
Then: adequate → §59. Thin → §62 THEN §63 before any release — Hamilton.

> **IF YOU SKIP THIS:** Demand before you know the limits and you negotiate blind: ask $300,000 of a $50,000 policy and you've told them you don't know the pot; ask too little and you've capped your own client.

§59 Settlement Demand

When: the assembled file becomes a number.
What it does: This is the penultimate crux of the case.
What comes back: A counteroffer.
What the response means: You are now in negotiations!
Then: response → §60.

§60 Negotiations / Counteroffer

When: they answered low.
What it does: They answered your demand!
What comes back: A counteroffer or a flat-out no.
What the response means: Go back to §60 — redraft with a new number or reiterate why your number is correct.
Then: agreement → Part VII cleanup. Impasse + thin limits → UIM lane.

§62 UIM — Hamilton Waiver Request

When: before the client releases the tortfeasor, UIM's consent is secured.
What it does: UIM gets notice of the tentative settlement and may buy it out to preserve subrogation; make sure you tick this box.
What comes back: Yes/No.
Then: then §63.

> **IF YOU SKIP THIS:** The client's release of the at-fault driver can extinguish the UIM claim entirely. This is the one mistake in this book that cannot be fixed with a second letter.

§63 UIM Representation Letter (BI PD)

When: the UIM claim opens.
What it does: Puts UIM on notice of representation.
What comes back: Acknowledgement.
What the response means: They are on notice.
Then: §64, §65 as the UIM fight develops; UIM exclusion games → §79/§80 (IFCA).

> **TIP:** *The client can only collect once for this — either from the 3rd party or from UIM. UIM is the second chance to collect.*

§64 UIM — Cover Rental & LOU

When: UIM owes the car-less days too.
What it does: Tells UIM to reimburse rental/LOU.
What comes back: Yes/No, or an exclusion argument.
What the response means: An exclusion argument is the opening move of §80, not the end of the claim.
Then: unpaid → §80.

§65 UIM — Winters Fees / Counteroffer

When: UIM's number is low; fee-offset law levers it.
What it does: Allows the firm to collect fees for handling subrogation on UIM's behalf.
Then: pairs with §66.

§66 Health — Accept Winters Fees Offset

When: health's payback shrinks by its fee share.
What it does: Allows the firm to collect fees for handling subrogation on health's behalf.
Then: Part VII cleanup.

PART VII — Liens & Subrogation (the cleanup)

The doctrine letters — made-whole and common-fund, by payer:

§67 PIP Reduce — Mahler

When: PIP's payback shrinks by common-fund share.
What it does: Demands PIP's reimbursement claim be reduced by its proportional share of the attorney fees and costs that produced the recovery (common fund).
What comes back: A recalculated reimbursement figure, or pushback.
What the response means: Agreement = the fee share is off the top. Pushback = pair with §68; refusal to honor the doctrine is Part VIII material.
Then: with §68 as posture requires.

§68 PIP Reduce — Thiringer

When: made-whole first; PIP waits.
What it does: Tells PIP no reimbursement until the client is fully compensated — the made-whole doctrine.
What comes back: Agreement, silence, or an argument that the client is already whole.
What the response means: Their 'already whole' math is the fight; your damages tally from §59 is the answer.
Then: with §67.

§69 Health Subro Reduce — Mahler

When: health's lien, common-fund cut.
What it does: Same common-fund demand as §67, aimed at the health insurer's lien.
What comes back: A reduced lien figure, or pushback.
What the response means: As §67 — the fee share comes off before they see a dollar.
Then: with §70, §66.

§70 Health Subro Reduce — Thiringer

When: health's lien, made-whole wall.
What it does: Made-whole wall against the health insurer's lien: client is compensated in full first.
What comes back: Agreement, silence, or 'already whole' pushback.
What the response means: As §68.
Then: with §69.

§71 Subro Reduce — Common Fund (Mahler)

When: the common-fund reduction demand.

What it does: Where the carrier recovered through subrogation, demands the client's proportional fee share of that recovery under the Mahler common-fund line.
What comes back: Payment of the fee share, or silence.
What the response means: Payment closes it. Silence → §72.
Then: no answer → §72; fees denied → §78 (IFCA).

§72 Subro Follow Up (Made Whole & Common Fund)

When: they went quiet on §71.
What it does: Second demand with a deadline; puts the silence on the record for IFCA purposes.
What comes back: Payment, denial, or continued silence.
What the response means: Denial or silence past the deadline is the §78 trigger.
Then: still quiet → §78.

§73 Subro Reduce — Daniels

When: Daniels forbearance until made whole.
What it does: Demands the carrier forbear all subrogation efforts until the client is made whole, per Daniels v. State Farm.
What comes back: Agreement to hold, or defiance.
What the response means: Defiance while the client is uncompensated = bad-faith posture; document everything.
Then: with §74.

§74 Subro Waive — Daniels/Sherry

When: full waiver posture under Daniels & Sherry.
What it does: Demands full waiver of subrogation where the client cannot be made whole — Sherry: no subro right arises without full compensation.
What comes back: Waiver, partial-waiver counteroffer, or refusal.
What the response means: Sherry rejected partial waivers; a partial counteroffer concedes the principle. Hold.
Then: the last letter before disbursement.

PART VIII — IFCA (when carriers misbehave)

The escalation chapter — and a two-way door. Every IFCA letter is a 20-day notice under RCW 48.30.015: cure the violation, or face suit with treble damages and fees. A cure routes the reader BACK into the flow it came from; denial or silence past day 20 goes to the attorney. Entry points: §75 from §19/§27, §76 from §11/§20, §77 from §14/§23, §78 from §71/§72, §79 from §63, §80 from §64.

§75 IFCA — Direct PD Subrogation

When: the carrier subrogated against the client's interest.
What it does: 20-day IFCA notice: the direct subrogation violated the client's priority; cure or face suit.
What comes back: Cure, denial, or silence.
What the response means: Cure = money moves. Denial/silence past day 20 = the suit decision goes to the attorney.

Then: cured → funds released; finish Part VII cleanup. Denial/silence past day 20 → attorney for suit decision.

§76 IFCA — Pay Completed Repairs

When: completed repairs unpaid.
What it does: 20-day notice: pay the completed repairs or answer for it under IFCA.
What comes back: Cure, denial, or silence.
What the response means: as §75.
Then: cured → repairs paid, back to §11/§20 flow closed. Denial/silence → attorney.

§77 IFCA — Re-Repair Denial

When: re-repair wrongfully denied.
What it does: 20-day notice: the denial of proper repair violates WAC 284-30-390(4); cure or face suit.
What comes back: Cure, denial, or silence.
What the response means: as §75.
Then: cured → car fixed, §14/§23 closed. Denial/silence → attorney.

§78 IFCA — Common Fund Fee Share Denied

When: the common-fund fee share refused.
What it does: 20-day notice: the refused fee share is an IFCA violation; cure or face suit.
What comes back: Cure, denial, or silence.
What the response means: as §75.
Then: cured → fee share paid, Part VII closes. Denial/silence → attorney.

§79 IFCA — UIM DV Excluded

When: UIM wrongly excludes diminished value.
What it does: 20-day notice: DV is compensable (Grothe); the exclusion is wrongful.
What comes back: Cure, denial, or silence.
What the response means: as §75.
Then: cured → DV back on the table, resume UIM negotiation (§65). Denial/silence → attorney.

§80 IFCA — UIM LOU Excluded

When: UIM wrongly excludes loss of use.
What it does: 20-day notice: LOU is compensable; the exclusion is wrongful.
What comes back: Cure, denial, or silence.
What the response means: as §75.
Then: cured → LOU paid, back to §64 closed. Denial/silence → attorney.

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Glossary

THE KEY

Auto 1 means your client's own insurance company — a first-party claim. They owe your client duties. Auto 3 means the at-fault driver's insurance company — a third-party claim. They owe your client almost nothing, which is why those letters sound different. UIM is your client's own carrier standing in where the at-fault driver's coverage runs out — first-party paper, third-party math.

§ numbers are the book's coordinates. The same number means the same letter everywhere: in the Decision Tree, in the Table of Contents, and on the page.

[Square brackets] mean replace with your facts. Blank lines mean fill in. Anything highlighted **yellow** must be swapped out before the letter leaves the building.

The dates on the letters are leftovers from real files. Change them.

Every letter's card in the Tree reads the same way: When (the trigger), What it does, What comes back, What the response means, and Then (where to go next).

TIP means field wisdom — take it or leave it. IF YOU SKIP THIS means don't skip this.

NOTE, in italics inside a letter, is margin advice moved inline — read it, use it, delete it before the letter goes out.

Enc. means enclosures — the paperwork riding along with the letter. If the Enc. line names it, attach it. These are also highlighted in **BLUE**.

If highlighted in **GREEN**, use your discretion - use if applicable, adjust if not.

PART I — Open the File

Confidential material - attorney work-product doctrine applies

October 2, 2024

Sent via [email/fax] to _____/USPS

[Adjuster Name]
[Insurance Company]
[Address Line 1]
[Address Line 2]

Re: [Client's Name], Claim No. _____, DOL _____

Dear [Adjuster Name],

Our office represents the above-referenced client in connection with their bodily injuries, diminished value, property losses, and loss of use related to the above-referenced claim. Please direct all communication concerning our client's claim to this office unless otherwise advised.

We kindly request the following information:

1. Details concerning the third-party carrier, including the name and contact information for the at-fault driver, as well as any available details regarding the third-party policy limits, recorded statements, and intercompany arbitration submissions and outcomes. To protect your subrogation interest, we may need to file suit, so please provide any information related to the at-fault driver to facilitate service of process, if necessary.

2. Let me know if any additional paperwork or assistance is needed from my client in order to secure PIP benefits. Should you wish to obtain a recorded statement from my client for PIP purposes, I am happy to arrange a time for you to conduct the interview.

3. Kindly send the following documents:
    - A certified copy of my client's insurance policy, including the declaration page, or, if my client was a passenger or pedestrian, the operative policy of your insured.
    - If you are not providing coverage for PIP or UIM, please supply a signed waiver.
    - A current PIP ledger with periodic updates moving forward.
    - Any documents in your PIP or property damage claim file that may aid in recovering amounts related to subrogation or reimbursement interests, including: photographs of the vehicles and collision scene, repair estimates,

supplements, invoices, market valuation reports, medical bills, chart notes, recorded statements (whether from our client or any witness), and any law enforcement or accident reconstruction reports.

Please provide any documentation available and confirm which items are not present in your file.

In addition, please identify the property damage adjuster handling this claim, along with their contact information.

If an Independent Medical Examination (IME) is required to evaluate PIP benefits, please note that our client prefers an in-person exam rather than a records review. We also request that a representative from our office be present to audio-record the IME, at no cost to you or our client.

Please be mindful that your insured is pursuing a personal injury claim. Any communication to third parties, including treatment providers, can jeopardize this case. For example, requests to treating physicians regarding treatment status or apportionment of injuries are not protected by attorney work-product privilege, and subrogation updates to third-party carriers may release protected claim information. Kindly share any written materials or inquiries you intend to send to third parties or treating physicians so we can collaborate without risking harm to our client or your insured's interests.

Additionally, be advised that we intend to pursue full recovery for our client from the at-fault party, including damages that may be covered under PIP. In doing so, our client is not waiving any rights to claim that they were not fully compensated under *Thiringer v. American Motors Ins. Co.*, 91 Wn.2d 215 (1978), *Sherry v. Financial Indem. Co.*, 160 Wn.2d 611 (2007), and similar cases. The issue of full compensation remains a factual matter that may require trial, with the burden on the insurer to demonstrate full compensation, per *Liberty Mutual v. Tripp*, 144 Wn.2d 1, and *Brown v. Snohomish Cy. Physicians Corp.*, 120 Wn.2d 747.

Please also note that attorneys are not liable for their client's obligations merely by advocating their positions or following their client's instructions regarding fund disbursement, as established in *Mahler v. Szucs*, 135 Wn.2d 398 (1998), *Winters v. State Farm*, 144 Wn.2d 869 (2001), and *Hamm v. State Farm*, 151 Wn.2d 303 (2004). Attorneys do not bear independent responsibility for reimbursement claims by insurers. This is distinct from medical liens under RCW 60.44.010, where attorneys may be held liable.

Please contact me if you have any questions or require further information. Thank you for your professional attention to this matter.

Sincerely,

[Your Name]
[Your Title]
[Your Firm Name]

October 2, 2024

Sent via [email/fax] to _____/USPS

[Adjuster Name]
[Insurance Company]
[Address Line 1]
[Address Line 2]

Re: [Client Name], Claim No. _____, DOL _____

Dear [Adjuster Name],

I am writing to request a digital copy of my client's auto policy contract, including the Declarations Page, endorsements, amendments, and any supplemental documents related to the above-referenced policy. Please send these documents to the following email address: _____ (your email).

Additionally, I request that you mail physical copies of the same documents to the following address:

_____(your address)
_____
_____

Please comply with this request within 10 working days, in accordance with WAC 284-30-360(4).

If you have any questions regarding this letter or wish to discuss this case further, please feel free to contact me. Thank you for your prompt attention to this matter.

Sincerely,

[Your Name]
[Your Title]
[Your Firm Name]