

July 16, 2018

*Via USPS Priority Mail*

Name of Adjustor  
Name of Insurance Company  
Address  
City, State Zip Code

Re: Your Insured: \_\_\_\_\_  
Date of Incident: \_\_\_\_\_  
Claim No.: \_\_\_\_\_

Dear (Insert Adjustor Name Here):

***This letter is being forwarded as an offer of settlement, and is therefore inadmissible in evidence at trial of this matter for any purpose.***

As you are aware, I was injured in a traffic crash that was the fault of your insured that occurred on or about \_\_\_\_\_, 20\_\_\_\_. I am hereby offering to settle my claims against your insureds, in full, in exchange for the applicable policies' limits covering the collision in question. I will pay any valid liens, including but not limited to, valid subrogation liens, health insurance liens, Medicare liens, Medicaid liens, workers' compensation liens, hospital liens, attorneys' liens, and any other applicable liens from the settlement funds.

Your insureds and \_\_\_\_\_ Insurance Company, should accept this demand because: (1) liability is clear; and (2) the damages are such that a jury will likely award more than the demand if this case is tried in a Texas court. This offer will expire by its own terms without further action or notice at **5p.m. on (30-days from date of letter).**

### **LIABILITY/FACTUAL BACKGROUND**

On November 25, 2016 I was traveling Westbound on W. Park Blvd in \_\_\_\_\_, Texas. It was a clear, dry day. Your insured (**insert dummy driver name here**), was driving Northbound on Preston Road. Upon reaching the intersection's traffic signal, I came to a stop at a red light.

When the light changed to green, I entered the intersection and was struck by your insured's 2011 Infiniti QX56 vehicle. A copy of the *Texas Peace Officer's Crash Report* is attached hereto as **Exhibit 'A'**.

Officer B. Helpful with the \_\_\_\_\_ Police Department arrived shortly after the crash. Two eyewitnesses (*see police report*) relayed their observations that your insured ran the red light. Officer Helpful subsequently reviewed the corresponding red light camera footage and determined that **Ms. Driver in fact ran the red light four seconds after the change in signal.**

The sole contributing factor to the crash was your insured's failure to yield the right of way to me traveling Westbound. Because of your insured's failure to yield, Officer Helpful issued her a citation by mail.

### **MEDICAL TREATMENT**

Shortly following the incident, I was driven to Medical Center Emergency Room via private vehicle by my husband. I informed hospital personnel that as a result of the motor vehicle collision, I had hit my head-on impact and was suffering from a headache, dizziness and back pain. *A small contusion to left posterior scalp* was identified as was *tenderness in mid to low back area and upper right arm.*

Attending physician Marcus Welby, MD ordered multiple radiology studies: CT of head/brain; x-ray of right humerus; x-rays of upper and lower spine. Dr. Welby concluded I sustained a head contusion - with resultant dizziness and headache, and lumbrosacral strain. I was provided supportive care for my injuries, administered Hydrocodone for pain and Zofran for nausea. Once stabilized I was discharged home. Care instructions were to ice the head contusion to help reduce swelling and pain. Additionally, moist heat and gentle massage could be applied to help ease the low back pain. Prescriptions for Hydrocodone and Zofran were given and recommendation for follow-up with a primary care physician for recheck of injuries and further diagnostic work-up if necessary within two to three days. I was further advised to return to the closest emergency room or call 911 if my symptoms were to change significantly or worsen.

With my symptoms persisting, on December 2, 2016, I presented to my primary care physician, Meeka Wells, MD at Medical Associates of \_\_\_\_\_. I complained of nausea and headache, both constant, since the date of the motor vehicle collision. I further described *lightheadedness and blurred vision* with severe pain that *radiates ... wraps around the head.* Movement exacerbated the pain, Tylenol #3 provided relief.

Dr. Wells confirmed a diagnosis of post-concussion syndrome. He advised me to get plenty of rest and recommended I undergo neurology and physical therapy evaluations. A one week follow-up appointment was scheduled. I was instructed to call the office or return to the emergency room if new or worsening symptoms were to develop.

Pursuant to Dr. Wells recommendation, I have attempted to seek follow-up medical evaluation with a neurologist. However, I contacted at least five different practices specializing in neurosurgery, but have been unsuccessful in getting an appointment. Each time I have been told they are not accepting patients whose condition or diagnosis stem from motor vehicle related accidents.

### **LOST WAGES**

I am an ice skating instructor by trade and self-employed. My work requires a great deal of physical activity and exertion. Lingering post-concussion syndrome symptoms made it impossible for me to work in the weeks immediately following the subject collision made the basis of this claim. Debilitating headaches, nausea and dizziness kept me from being able to skate, work-out or train with my students. I lost fourteen consecutive days of employment, resultant income, and was forced to cancel more than 70 student training sessions. The rate per each half hour session missed at \$40 per session resulted in missed income of approximately \$2,800.00. Opportunities to schedule additional working hours during that time frame were also missed. To compound matters, worry and fear of losing clientele added daily mental stress to my already difficult circumstances.

### **PHYSICAL PAIN AND SUFFERING**

As a direct result of the injuries and pain I sustained in the auto collision, I required the immediate care and treatment of emergency room health care providers. For weeks, I suffered from a myriad of incapacitating symptoms and to this day she continues to suffer pain and impairment. I have attempted to seek medical care with several different healthcare providers to alleviate my pain, but it unfortunately continues to plague my daily life and I have yet to find complete relief. I manage my ongoing pain and injuries with medication, rest, and limited activity whenever possible. At this point some days are better than others for me. I am hopeful that in time, I will be able to resume my lifestyle and daily activities as closely as possible to that which I enjoyed prior to the car wreck on November 25, 2016.

### **PAST AND FUTURE MEDICAL**

Attached as **Exhibit "B"** are the medical records for the providers referenced above together with medical bills, to date. For your reference, below is a list of the medical bills that have been paid and/or are owed:

### **STOWERS DEMAND**

This settlement demand is less than that which I will seek at trial, and far below the sum of damages a jury could realistically and conceivably assess against your insured. Considering the likelihood and degree of the potential exposure to a judgment in excess of policy limits, it is plain to see that the terms of this demand are such that an ordinarily prudent insurer would accept it.

Adjustor Name  
Date of Letter  
Page 4 of 4

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As I wish to provide a reasonable time in which to evaluate this unconditional demand, be advised once again that this demand for settlement of bodily injury claims automatically expires at **5:00 p.m. on (30 days from date of incident)**.

I look forward to hearing from you soon.

Sincerely,

Sign Name Here

Enclosures