



What the Insurance Company Won't Tell You: Car Accident Settlements in Fort Worth

A Texas Driver's Guide to Damages, Fault, and What Your Claim Is Worth

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1-800 THE WOLF

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Foreword

A crash settlement is a negotiated number. It stands in for everything a crash cost a person: the medical bills, the missed paychecks, the pain that doesn't show up on an X-ray, and the years of care a serious injury still requires. It gets built claim by claim, from evidence that either exists or doesn't. *What the Insurance Company Won't Tell You: Car Accident Settlements in Fort Worth* is built around that process, not around the headline verdicts that shape what most people expect.

The book works through the parts of that process one at a time. Damages come in two forms, economic and non-economic, and each is proven differently. Fault is not binary in Texas. The state runs a modified comparative-negligence rule that reduces a recovery in proportion to a driver's own share of blame. Insurance coverage sets a hard ceiling on what a claim can collect, however strong the case is. That is why the at-fault driver's policy limits matter as much as the facts of the crash. Medical documentation is the backbone that ties an injury to the collision, and a gap in it is the easiest opening an adjuster has to argue a claim down.

Aaron Siddique is positioned to walk through those parts. He is founder and managing partner of the Fort Worth firm [1-800 The Wolf Accident Attorneys](#), and has represented injured Texans across the Dallas-Fort Worth metroplex and Houston since being licensed in Texas in December 2012. The talks this book is built from began as recorded episodes of his podcast, [Fort Worth Accident Attorney & Law w. Aaron Siddique](#). The same questions come up there from callers and clients alike. What is my case worth. Why did the insurance company's first number feel so low. What happens if I was partly at fault myself.

The opening chapters map how a number gets built. They start with why average settlement figures found online are close to meaningless for any individual claim. From there they follow the two forces that move a number most: how severe and permanent an injury turns out to be, and how completely the medical record documents it. The later chapters extend into the conditions that decide whether a strong claim collects what it is worth. Texas's 51 percent bar rule can cut a recovery to zero. A state-minimum policy limit of 30,000 dollars per person can cap a catastrophic claim far below its actual value.

Three chapters carry the most weight for a reader who has just been in a crash. The chapter on injury severity answers why two people in the same wreck can walk away with settlements that look nothing alike. The chapter on medical records answers the question of proof. An adjuster's

favorite argument against a claim is a treatment gap the injured person can't explain. The chapter on comparative negligence answers the question of leverage, because most injured drivers give away their position on a recorded call before they understand what a percentage of fault does.

A settlement number gets built, not handed down, and the person who documents it best usually recovers the most. This book is best read before an offer starts to feel final. The paperwork created, or skipped, in the days after a crash usually decides what the release signed at the end is worth.

About the Author



Aaron Siddique

Aaron Siddique is the founder and managing partner of [1-800 The Wolf Accident Attorneys](https://1800thewolf.com) (legally The Siddique Firm, PLLC), a Texas personal injury practice anchored in Fort Worth with additional offices in Euless and Houston that represents injured drivers, passengers, and their families in crash, truck accident, and other negligence claims across North and Southeast Texas. His full biography, along with the firm's other lawyers, is posted at 1800thewolf.com.

Siddique earned a Bachelor of Science in Political Science, with a business certification from the McCombs School of Business, at the [University of Texas at Austin](https://www.utexas.edu) in 2005. He went on to [St. Thomas University School of Law](https://www.stthomas.edu) in Miami Gardens, Florida, where he competed on the school's Moot Court team, interned for the Honorable Michael A. Robinson of Florida's 17th Judicial Circuit, and graduated cum laude in the top ten percent of his class in 2012. He was licensed to practice law in Texas on December 20, 2012, under bar number 24084455, and was admitted in Florida in 2014.

Siddique began his legal career as a clerk at the Florida firm Dell & Schaefer, P.A., working personal injury, medical malpractice, and product liability matters. He returned to Texas and joined the J.P. Barth Law Firm, PLLC, later becoming a partner at Barth, Siddique & Associates before founding the firm now known as 1-800 The Wolf Accident Attorneys, which has grown from a Fort Worth practice into an office serving the Mid-Cities out of Euless and expanding south to a Houston location on South Loop West. Before his full-time return to personal injury practice, Siddique also spent several years in corporate banking, where he managed a team of more than

thirty people and a real estate portfolio approaching three hundred million dollars across Texas, New Mexico, Arizona, and Nevada. He has said that turning down an even larger role there was the decision that brought him back to representing individual clients rather than institutions.

Siddique is a Fellow of the [Texas Bar Foundation](#), a distinction reserved for the top one-third of one percent of licensed Texas attorneys, and has been named a Rising Star by Super Lawyers in 2020, 2021, and 2022 and a Featured Lawyer by Lawyers of Distinction in 2021. More than a decade into practicing personal injury law in Texas, he built the firm's intake process around catching injuries, especially traumatic brain injuries, that are easy to miss in the first days after a crash and expensive to prove later if they are missed, a discipline that runs through the settlement-value chapters of this book: the position that a claim's ceiling is set less by the crash itself than by how completely it gets documented from the first week forward.

The firm's Fort Worth office sits at 1212 East Lancaster Avenue. From there, Siddique built out the [Euless location](#) serving the Mid-Cities and later opened a [Houston team](#) at 2656 South Loop West to reach clients across the Gulf Coast metro. The talks behind this book began as [a recorded episode of his podcast](#), which is also available on [Spotify](#), and Siddique's bar record can be independently verified through his official [State Bar of Texas profile](#).

Siddique built the firm on a contingency-fee model, meaning a client owes nothing unless the firm recovers money on their case. And he has said the measure of a settlement he is willing to sign off on is never the headline number alone but what a client nets after medical liens, subrogation, and fees are accounted for. That is the same standard this book applies to every chapter that follows: not what a settlement is advertised as, but what it is worth. Outside the office, Siddique sits on the board of a nonprofit founded in memory of a client whose wrongful-death case the firm has litigated on behalf of the client's young son, a commitment he has described as a way of keeping that family's story from being reduced to a case file. Readers who want to discuss a specific Texas crash claim can [schedule a free consultation](#) with the firm.

Introduction

Here's where most of these talks start with me. Someone calls after they've been hit, they're hurt, and the first number from an insurance adjuster feels like it came out of nowhere. The question underneath that number is always the same. Is this what my case is worth, or is this just what they're hoping I'll take.

I wrote this book to answer that the way it actually works in Texas. A settlement gets built out of your specific injuries, your medical records, who was at fault, and how much coverage is sitting behind the claim. I've seen two people get hit the same way and walk away with settlements that look nothing alike. The injuries were different, or the documentation was, or the coverage was.

In the chapters ahead I walk through the mechanics. How economic damages get calculated from medical bills and lost wages. How adjusters price pain and suffering using a multiplier most people have never heard of. Why a gap in your treatment can quietly cut your settlement down.

This isn't a substitute for a talk about your own facts. Think of it as the walkthrough a client gets in an initial consultation, laid out so you can read it on your own timeline.

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CHAPTER ONE

Why No Two Settlements Match

Say you were rear-ended on I-35 and you're hurt. Somewhere along the way you saw a headline verdict, a wreck that settled for a number big enough to make the news, and now you're wondering whether your case carries that same weight. It doesn't, and that has nothing to do with luck. What a case settles for comes from the damages in that case, not from a stranger's verdict on the news. There is no fixed price for a category of crash.

When people ask me what the average Fort Worth settlement looks like, I explain why the question doesn't work. They're called personal injuries for a reason. Your injuries, your diagnosis codes, your share of the fault and the insurance behind the other driver belong to your case and nobody else's. A lot of times two people are in similar wrecks, on similar roads, at similar speeds, and walk away with settlements that look nothing alike.

The ingredients, not the headline

So think of a settlement as something that gets built, not looked up. A lot of things go into it. Your specific injuries and the diagnosis codes attached to them. Whether you carried any portion of the fault. How clear the circumstances of the crash are. And the insurance coverage available to pay the claim, which sets a ceiling that no stack of records can raise.

That last ingredient is the one most people underestimate. Texas has an at-fault insurance system. Basically, that means the driver who caused the wreck pays, or more precisely, that driver's insurance company does. And so their policy sets the ceiling on what your claim can collect from them, whether they carry low coverage or high. A single visit to John Peter Smith after a crash can run past a state-minimum policy on its own. Chapter 9 covers what that ceiling looks like in dollars, and what you can do about it before a wreck ever happens.

Why online averages mislead

Google "average car accident settlement" and a number comes back. Put your facts into an AI tool and it hands you another one. Both are misleading, because no two crashes settle for the same amount, even when the accidents look alike. Those averages get pulled from cases with different injuries, different fault pictures and different insurance behind them, then flattened into one figure that describes none of them. A fender bender with no injury and a pileup that ends in surgery get folded into the same number.

A general tool has no access to your actual medical records. It has no way to know how a specific Fort Worth adjuster has historically valued a comparable injury. It has no way to know what coverage is sitting behind the other driver's policy. The number it hands you is a guess dressed up as an answer.

What drives the number

Strip away the averages and the marketing, and four things are left. Your injuries, and how well the records prove them. Who was at fault, and by how much. How clear the facts of the crash are. And the coverage available to pay. Every chapter that follows takes up one of those four. No good attorney will give you a specific number before those four are known, and I won't either.

Why liability clarity matters as much as the injury itself

How clear the fault is counts as its own ingredient, separate from how badly you were hurt. A rear-end collision or a driver who blew through a red light leaves an adjuster very little room to argue. I've been rear-ended on I-35 in Fort Worth myself, so I know that kind of case from both sides of the desk. When fault is contested, part of the fight shifts away from damages and toward proving who caused the wreck in the first place. That slows everything down. It adds another layer of proof on top of the medical records you already need. I walk clients through this on the first call. For a broader look at how your claim gets built from there, see [what a car accident lawyer does for a claim like this](#) on my firm's site.

Most of the fight is over damages, not who caused it

About 90 percent of the cases that come through our office are clear liability. A rear-end. A red light. A crash report that puts the fault on one side from the start. The fear most people lead with on that first call is whether the insurer will even believe their version of what happened. In practice, that's rarely the fight. What we're fighting about is damages, economic and non-economic, and that fight runs on proof.

Clear fault sets a floor for us. It takes away the adjuster's favorite move, which is putting a little fault on you to discount the number. But it doesn't finish the job. Even when the other driver plainly caused the wreck, we still have to prove your injuries through medical records, imaging and specialist opinions. An adjuster knows that clear liability with thin records is still a claim worth arguing down. So on most claims the negotiation runs through the same four ingredients: your injuries, the records behind them, the coverage available and the evidence tying it all back to the crash.

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“These settlement values are like cooking. Every recipe has different ingredients, right? And so, settlement values are typically driven by damages, not by a TV verdict. It’s not a fixed number.”

— AARON SIDDIQUE, ON WHY AVERAGE SETTLEMENT FIGURES DON’T APPLY TO AN INDIVIDUAL CLAIM

CASE A: SIMILAR INJURY



CASE B: SIMILAR INJURY



A two-column comparison of two similar injuries, Case A and Case B, with different settlement amounts beneath each, showing why comparable crashes do not produce comparable numbers.

Common Questions

What is the average car accident settlement in Fort Worth, Texas?

There isn't one that applies to your claim, and I tell people that directly when they ask. Settlement value is driven by your specific injuries, how clear the fault is and the insurance coverage available in your case, not by a number pulled from unrelated claims. A soft-tissue neck strain and an injury that ends in surgery get folded into the same national averages you find online, which makes those figures close to useless for predicting what your case is worth.

Why do online calculators and AI tools give unreliable settlement estimates?

Because no two crashes settle for the same amount, and a calculator has no way to know what makes yours different. As I tell clients: *"a lot of these averages that you see out there, you might Google them on the internet or put it into AI, they're very misleading, because no two crashes settle for the same amount."* The estimate is a guess built on unrelated cases, not an evaluation of the claim in front of you.

Does Texas use a no-fault or at-fault insurance system?

Texas is an at-fault state. The driver who caused the crash pays for the damages, through that driver's own insurance company. That's different from a no-fault state like Florida, where personal injury protection benefits are mandatory and your own policy pays first, whoever caused the wreck. Because Texas is at-fault, the coverage the other driver was carrying becomes one of the central facts of your claim.

Does it matter who was at fault if the other driver already admitted it?

Yes. Clear liability removes one whole layer of the fight, but an admission alone doesn't finish the job. It's not enough to say you were hurt. We still have to prove the extent of the injury and its value through medical records, imaging and specialist opinions. Clear fault just means the negotiation can focus on damages instead of also litigating who caused the crash.

Does clear liability mean my case will settle quickly, or for more money?

Not by itself. Clear liability takes away the insurance company's argument over who caused the crash, but in most cases liability was never the real fight; the value of the damages is. A case with clear fault and thin medical records can take just as long to resolve, and settle for just as little, as a case where fault was contested. What moves the number is the same either way: how well your injury is documented.

Chapter Reflection

A settlement is a built number, not a looked-up one. That's the idea this whole book rests on. Once the four real ingredients replace the myth of an average, the process stops feeling random and starts looking like work you can do something about. The next chapter starts with the first of those ingredients: the losses a claim can put a dollar figure on. For the full talk this chapter is drawn from, listen to [the original episode](#) on my podcast.

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CHAPTER TWO

The Losses You Can Put a Number On

Three weeks after a wreck on I-30, the mail starts stacking up on the kitchen counter. An emergency room bill. A separate bill from the radiologist who read the scan. A pharmacy receipt, a statement from a physical therapist, an estimate from the body shop, a letter from an adjuster you have not spoken to yet. It looks like clutter, and most people treat it that way.

That stack is the first half of your claim. A claim is built out of two kinds of loss, and this chapter covers the kind that leaves paper behind it. These are the losses you can tie to an actual number, because somebody already wrote the number down: a bill, a receipt, a pay record, a repair estimate. And so they behave differently from the pain and suffering side of your case. Nobody argues with you about whether a bill exists. What gets argued about is whether you can produce it.

So the work in this chapter sits closer to bookkeeping than to law, and that is not a complaint. It is the piece of your claim you have the most control over during the weeks when almost nothing else feels controllable.

What counts as an economic loss

Medical bills are the category everybody names first. Lost wages belong here too, the time you missed from work while you were treating, and so does the damage to your vehicle. Then there are the smaller hard costs people forget to count. The rental car while your car sat at the shop. The prescriptions. The mileage back and forth to appointments. Every dollar the crash caused you to spend belongs in this category.

Those documented costs become the floor of the damages demand we send out on your behalf. Basically, a demand package is the file we build to prove what happened to you and what it cost: the records, the bills, the wage documentation, and the argument tying all of it back to the crash. The floor matters because the number starts at what we can prove and gets negotiated upward from there. It never starts at what feels fair.

That is why a loss you cannot show on paper functionally does not exist for settlement purposes. A \$22,000 surgery is a \$22,000 loss if the invoice says so. Without the invoice, you are asking an adjuster to take your word for a number, and an adjuster takes nobody's word for a number.

Timing matters as much as collection. The demand goes out once your doctors say you have reached maximum medical improvement, which everybody shortens to MMI. That is the point where you are not getting better and you are not getting worse, so you are either back at your old baseline or you have settled into a new one. Send a demand before then and you are guessing at a total while the bills are still arriving.

Property damage is economic damage too

Property damage, meaning what it costs to repair or replace your vehicle, sits in the same economic damages category as your medical bills and your lost wages. It tends to get resolved faster, and separately from the bodily-injury side of your claim. Texas's minimum insurance requirements set separate limits for bodily injury and property damage, so the two pieces of a claim can move at different speeds and settle with different adjusters. That is one more reason a complete record of every cost, and not just the medical costs, matters from the first day forward.

Property damage also gets undervalued more than people expect. The carrier's market value offer is usually lower than the real cost of replacing the vehicle, and what they owe on that piece is governed by the insurance code, not by what the car is worth to you. Fort Worth is not a city where you can skip replacing a car. If you are commuting I-820 to a job with a schedule, the gap between their number and a working vehicle is a real loss, and it is one worth documenting rather than accepting at the first offer.

Property damage moves on its own timeline

Texas's 30/60/25 minimum sets a \$25,000 property damage limit separate from the bodily injury limits. So the vehicle-repair side of your claim often gets handled, and paid, well before the injury side is anywhere close to resolved. I tell clients not to read anything into how quickly, or how slowly, the property damage adjuster moves compared to the bodily injury adjuster. Different adjusters, sometimes at different companies, are often assigned to each piece of the same claim.

What matters for your economic damages figure is that once the property damage number is resolved, it folds into the same documented record as everything else: the total, provable cost this crash imposed on you. A vehicle repaired for \$4,000 and a vehicle declared a total loss and paid out at its actual cash value are handled the same way procedurally. They just produce different numbers on the same line of the eventual accounting. Neither one changes how the injury side of your claim gets built or valued.

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“Economic damages are the hard, provable losses, okay? Anything that you can quantify tangibly with a number. You gotta think about medical bills. You gotta think about lost wages. You gotta think about the actual property damage.”

— AARON SIDDIQUE, ON WHAT COUNTS AS AN ECONOMIC LOSS

The paperwork habit that protects a claim

The advice I give clients falls straight out of all this, and it is almost boring in how simple it is. Keep everything. Every bill, every receipt, every piece of paper the crash generated, whether or not you can see what it would prove.

Here is the reason it carries weight. Every document we do not have, or do not collect, or that gets left out of the file is money left on the table. Not money we argued for and lost. Money that never made it into the demand in the first place, so no one ever argued about it at all. I've seen an injured person who keeps a shoebox of receipts do more for their own claim than they realize.

That work is hardest in the exact weeks it matters most, when you are hurt, behind at work, and organizing a folder is the last thing you want to do. So keep the folder going as part of the treatment itself. Ten seconds a day while the paper is in your hand, and the record builds itself.

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“So pro tip: if you’re in an accident, keep everything, every receipt, every bill. That way we can ensure that no money is left on the table.”

— AARON SIDDIQUE, ON WHY A SIMPLE DOCUMENTATION HABIT PROTECTS A CLAIM’S VALUE

Future costs are still economic damages

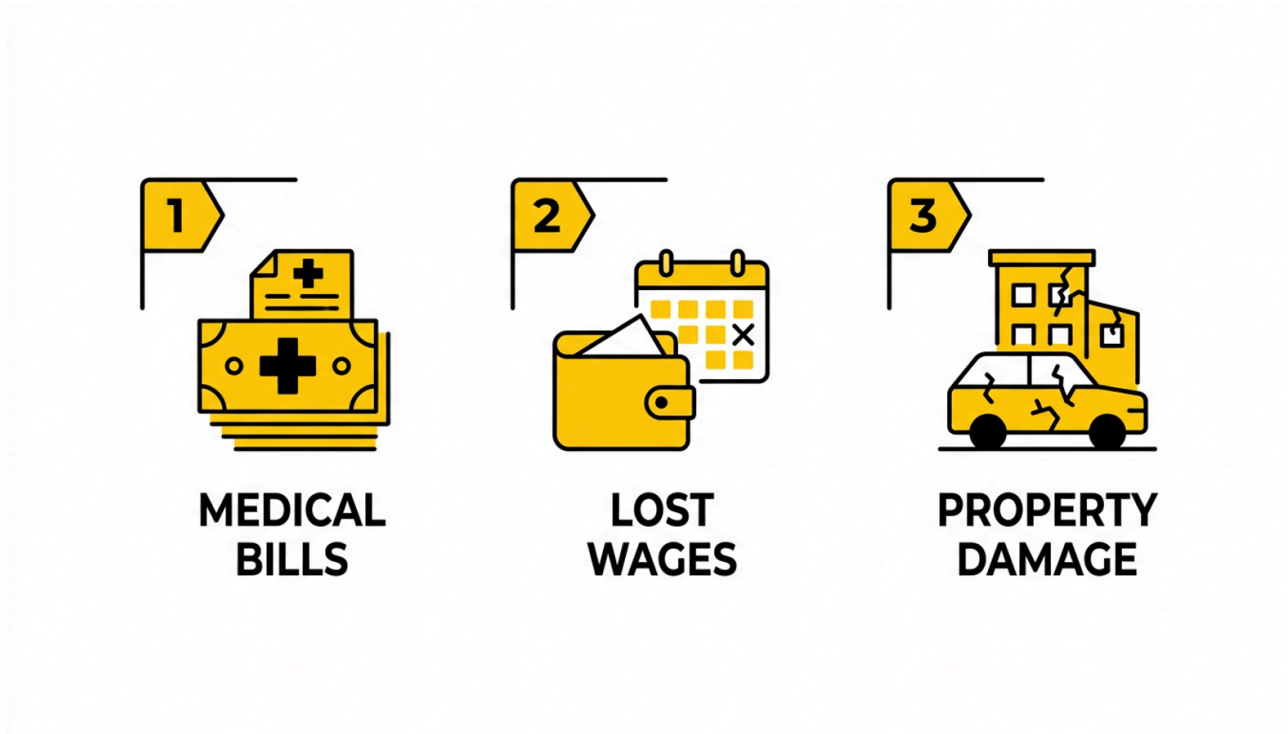
Economic damages are not limited to what has already been spent. An injury that needs ongoing care keeps costing money long after your case closes, and those future costs count the same way the past ones do. And so part of the work on any serious claim is predicting and projecting, through medical documentation, what you are likely to spend going forward. Your treating physicians, and in bigger cases retained experts, project the cost and the duration of the care you will need, and that projection goes into the damages figure alongside the bills already paid.

This is one of the most consequential pieces of a serious injury claim, and one of the most overlooked. Chapter 7 goes into how those projections get built, and why you only get one shot at the number. Here the claim is narrower. Future medical costs are not a separate, speculative category sitting outside your economic damages. They are the same calculation, extended forward in time, and leaving them out is a permanent loss the day you sign.

What a documentation habit looks like in practice

A workable documentation habit is simpler than it sounds. Keep one folder, physical or digital. Every medical bill, pharmacy receipt, mileage log and letter from an insurance company goes in the day it arrives. Photographs belong in the same place: the damage to both vehicles, the scene if you were able to take pictures at the time, any visible injuries as they change over the following weeks. Your phone is the most powerful documentation tool you own. Notes, photos, voice memos on how you felt that week, all of it is admissible in a way your memory nine months later is not.

When an original receipt goes missing, and a lot of times it does, the record does not have to end there. Bank and credit card statements, pharmacy printouts, and a mileage log kept on your phone can reconstruct most of what the receipt would have shown. None of those substitutes carries quite the weight of the original document. But a reconstructed record beats an unexplained hole in the accounting every time, for the same reason a documented gap in treatment does less damage than one nobody can explain.



The three categories of economic damages in a car accident claim: medical bills, lost wages, and property damage.

Common Questions

What are economic damages in a Texas car accident claim?

Economic damages are the provable, quantifiable losses from your crash: your medical bills, your lost wages, the property damage to your vehicle, and the future medical costs your treating physician documents as likely to continue. Each one ties back to an actual number through a bill, a receipt, or a pay record. Pain and suffering sits in the other category, and it has no invoice attached to it.

Do future medical costs count as part of a settlement, or only past bills?

Future costs count. Your economic damages take in the costs that will keep accruing, not just what's been spent to date, projected through your medical records rather than added up from receipts already in hand. A claim that counts only what has been spent so far, and ignores treatment your doctors have documented as coming, leaves real money on the table on the day you sign.

Why should I keep every receipt after a car accident?

Because every bill and receipt becomes part of the documented floor the demand is built on. A loss you cannot show with paperwork is hard to put into a settlement calculation at all. So keeping your records, the medical bills, the mileage to appointments, the prescription costs, is a direct way to protect what your claim is worth. It is not a formality, and it is the one part nobody else can do for you.

What if I don't have receipts for everything I spent because of the accident?

Bank and credit card statements, pharmacy records, and mileage logs to and from appointments can often fill the gaps where a paper receipt went missing, though the strongest documentation is still the original bill. Start organizing this early, in the first weeks after the crash, and you will have far less to reconstruct later, when the details of a \$40 pharmacy run are long gone.

Why did my property damage claim get resolved before my injury claim?

Property damage and bodily injury carry separate limits under Texas's minimum insurance requirements, and they are often handled by different adjusters on different timelines. So a quick property damage resolution tells you nothing about how the injury side of your claim is going. Do not read it as a signal, good or bad. The injury side moves at the speed of your medical records.

Chapter Reflection

Economic damages are the half of your claim built on paper, and paper is the one thing you have real control over in the weeks after a crash. Keep it, and the floor under your demand rises on its own. The next kind of loss arrives with no invoice at all, which is exactly what makes it harder to value and easier for an adjuster to argue down. Chapter 3 covers how pain gets priced. You can hear the full answer, in my own words, in [the episode this chapter is drawn from](#).

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CHAPTER THREE

Pricing Pain the Insurance Company Can't Itemize

You can hand an adjuster the bill for the injection in your neck. You cannot hand them the third night in a row you slept four hours, or the morning you could not lift your daughter into her car seat. Both are losses from the same crash. Only one of them arrives with a number already printed on it.

That is the whole problem with this category. Pain does not come with an invoice, and the losses in this chapter are the ones an insurance company cannot itemize. They are also where most of the real friction in a negotiation happens, because two sides who agree on every bill can still be tens of thousands of dollars apart on what the rest of it was worth.

Damages without a receipt

This category has a name, non-economic damages, and one short definition: the losses that leave no receipt behind them. In a serious case it reaches your mental anguish and any disfigurement. Where an injury changes what you can be for the people at home, a loss of consortium claim covers what you can no longer provide as a husband, a wife or a parent.

Those are real losses. They just resist the kind of objective proof a medical bill hands over on its own. An adjuster looks at a \$12,000 injection and understands exactly what that number represents. Pain and suffering has no equivalent line item, and it means something different to every person who lives through it. So this piece of your claim does not get tallied up. It gets argued over.

One thing worth knowing before we get into how it gets argued: Texas does not cap non-economic damages in most personal injury cases. Medical malpractice is its own world with its own rules, and exemplary damages, the punitive kind reserved for fraud, malice, or gross negligence, carry a statutory cap of their own. But in an ordinary car accident case, nothing in the law puts a ceiling on what your pain and suffering is worth. What limits your number is what you can prove, and the coverage available to pay it.

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“Non-economic damages cover things like pain, like suffering, loss of enjoyment of life. And so a lot of times they can be hard for a jury or an insurance adjuster to understand, because pain is subjective. There’s not always objective criteria like a medical bill.”

— AARON SIDDIQUE, ON WHY PAIN AND SUFFERING IS HARDER TO VALUE THAN A MEDICAL BILL

How it gets proven anyway

Since there is no invoice for pain, the proof comes from somewhere else. Testimony, treatment history, and a documented picture of how everyday life changed from the day before the crash to the day after it. We talk about your baseline, meaning what you could do and how you felt before any of this happened, because the argument is built on the distance between that and where you are now.

In a catastrophic case the same argument sometimes gets made on video. A day in the life video follows you through an ordinary morning: getting dressed, getting up the stairs, the help you need with things you used to do without thinking. If a picture is worth a thousand words, a day in the life video is worth a million, because it turns an abstract legal term into something an adjuster or a juror can see. It does not make your loss bigger. It makes it visible.

And so this is also where the negotiating gets hardest. An adjuster’s formulas are built to produce a defensible low number, and your side of the argument is the side that does not reduce cleanly to a spreadsheet.

The before-and-after comparison, and what holds it up

When I say the argument is built through testimony and treatment history, I mean something specific. It is a comparison. What did your daily life look like before the crash, and what does it look like now?

The same medical records that established causation and severity document that comparison at every step. A treating physician's note on limited range of motion. A specialist's restriction on lifting or sitting. A prescription history showing you still need something to sleep eight months later. Those become the concrete texture behind a claim that would otherwise be one person saying they hurt.

Testimony on its own, with no medical corroboration behind it, is exactly the kind of subjective account an adjuster is trained to discount. Testimony backed by a treatment history that matches it is a different argument entirely. That is also why the timing of your first visit to a doctor matters as much here as it does for causation in Chapter 5. A before-and-after comparison is only as good as the baseline it starts from, and a baseline recorded weeks later, after the worst of the pain has already faded, is a weaker starting point than one recorded in the first days.

The multiplier method

The tool adjusters lean on to turn an unquantifiable loss into a number is called the multiplier method. Basically, they take your economic damages, mostly the medical bills we have provided, apply a multiplier to that figure, and tie the multiplier to the severity of the injury. A minor soft-tissue injury draws a low one. A severe, well-documented, lasting injury pushes it up.

Some carriers run a daily rate instead, pricing out each day you have lived with the injury. Some run the whole file through software rather than a person. There is a well-known program called Colossus, where the adjuster feeds in the information and the program spits out a number. The math is not identical from carrier to carrier, but the shape of it is consistent: the input is your economic damages, and the lever is how well your injury's severity is documented.

That mechanical link matters more than it first appears. The first multiplier you are shown is set low on purpose, because it is a negotiation and they can always come up. A lowball multiplier is negotiable a lot of times, once the medical records support that the damage is more serious, or more permanent, than the opening number assumed. Better records move it. A louder argument does not.

Why the formula isn't public

No carrier publishes the multipliers it uses or the logic inside the software, and that opacity is part of the negotiating dynamic. You cannot look up what a herniated disc ought to multiply to, and neither can I. The number has to be argued for, case by case, out of the strength of the records.

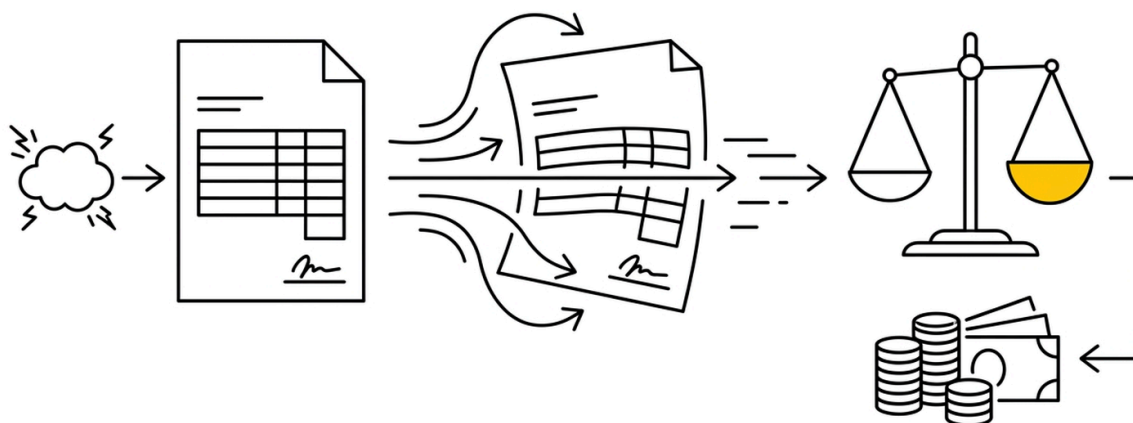
Part of what gets argued is what a Tarrant County jury would likely do with the same records, because this is a moderate, conservative-leaning jurisdiction and both sides know it. So two claims with similar injuries can resolve at different multiplied values, and nothing improper has happened. Your injury is one input. What got documented, who documented it, and who is negotiating for you are the others.

Reputation lowers the friction before the negotiation starts

Some of the friction in pricing pain has nothing to do with your injury. It comes from what the adjuster expects to happen if they open low, and that expectation is set before your file ever reaches their desk.

An insurance company that has seen this firm decline an inadequate offer, and follow through when a case needed to be filed, prices your claim with that history already in it. Other than a policy limits tender, we have never taken a first offer. That is a track record, not a posture, and a credible trial threat backed by a record of actually trying cases moves a number in a way no amount of argument does. Adjusters have opened calls with me by saying, in effect, that they already know who they are dealing with. A slower negotiation that ends in the same place costs them money too.

So part of what moves a low opening multiplier is not volume. It is a demonstrated willingness to keep going until the number matches what the records support, case after case.



An invoice becoming a balance scale, illustrating how documented bills turn into the weight behind a damages argument.

Common Questions

What are non-economic damages in a personal injury claim?

Non-economic damages are the losses that arrive with no receipt: pain, suffering, loss of enjoyment of life, and in serious cases mental anguish and disfigurement. They get proven through your testimony, your treatment history, and a documented comparison of your life before the crash against your life after it. Texas does not cap them in most personal injury cases, so what limits them is proof.

How do insurance adjusters use the multiplier method to value pain and suffering?

Adjusters take your economic damages, mainly the medical bills, and multiply that number by a factor tied to how severe your injury is. As I tell clients: *"they look at the economic damages, right? The medical bills that we've provided, and they use a multiplier to factor, and they tie that to the severity of the injury."* The multiplier is negotiable, and it moves up when the medical records make your injury's severity credible.

Why does an insurance company's first multiplier tend to be low?

Because it is a negotiation, and they can always come up. A low opening is easier to defend internally than a generous one, and a lot of people accept it. That number becomes negotiable once the records support an injury that is more serious, or more lasting, than the opening figure assumed. So thorough documentation, not a stronger opinion, is what moves it.

Can pain and suffering be worth more than the medical bills themselves?

Yes. The multiplier ties your non-economic damages to the severity and permanence of the injury, and Texas does not cap those damages in an ordinary car accident case. A well-documented severe injury can produce a pain and suffering figure well above the bills underneath it. That is why documenting severity carefully matters long after the medical bills have been paid.

Does it matter which attorney negotiates my pain and suffering claim?

It can. An adjuster's opening multiplier reflects what they expect to happen if it gets rejected. A firm with a record of declining inadequate offers and filing suit when a case calls for it changes that calculation before you are ever quoted a number. The injury is the same either way. What differs is how much of its value gets argued out of them.

What kind of evidence makes a pain and suffering claim more credible to an insurance adjuster?

Documented limitations carry far more weight than a description of pain. A physical therapist's note on what you still cannot do six months out. A specialist's lifting restriction. A prescription history for ongoing pain management. In a catastrophic case, a day in the life video. Each one ties something subjective to something objective and dated, which is exactly what a multiplier rewards.

Chapter Reflection

Pain has no invoice, so the whole category gets decided by how well the rest of your life was documented while you were living through it. That is the thread running from here to the end of the book. Nearly every dollar figure ahead traces back to how thoroughly an injury's severity and permanence got written down, by people whose job was to write it down. Chapter 4 picks up that thread where it starts, with how much the injury itself moves the number.

04

CHAPTER FOUR

The Sliding Scale of Injury and Value

Two cars come off I-35 into the same pile-up at the same speed. One driver is sore for a week. The other ends up in an MRI tube six weeks later looking at a herniated disc. Their settlements will not resemble each other, and the reason has nothing to do with luck or with which adjuster picked up the file.

It is severity. And severity does not work like a set of boxes you get sorted into. It works like a scale that slides, and what slides it is how serious and how permanent your injury turns out to be, proven through medical records and tied specifically to damages.

The worse it is, the more it takes to compensate for it

As with anything in life, the worse it is, the more it takes to compensate for it. Somebody with a disc herniation does not have the same value on their case as somebody with a neck fracture. A strain that resolves with a few months of therapy sits at one end of the scale. A broken bone, an operation, or an injury that leaves you with a permanent impairment rating sits at the other, and the distance between those two ends is not small.

That gap is not arbitrary. A more severe injury is harder to live with, costs more to treat, and takes more proof to document. All three push in the same direction. That is why severity shows up on both sides of the ledger from the last two chapters. It raises the bills, and it raises what the pain and suffering attached to those bills is worth.

Why two similar crashes can still diverge this much

Here is the part people find hardest to believe. The crash you can see in photographs is a poor predictor of the injury you end up with. We have seen very serious injuries come out of very low impacts. I've seen two rear-end collisions at similar speeds produce a minor strain in one driver and a herniated disc in another. It comes down to how each body absorbed the force, age, prior condition, and where you happened to be sitting when it hit.

And so the injury drives value, not the speed, and sometimes not even the visible severity of the wreck. A bumper with a dent in it and a person with a diagnosed brain injury can come out of the same collision. We handled a case for a high school girl hurt in a low-speed accident who was diagnosed with a traumatic brain injury, and we recovered quite a bit of money even though the property damage and the early medical bills were both very low. Your settlement follows your actual injury. It does not follow the photographs.

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“There’s a sliding scale on value, and depending on how serious and how permanent the injuries are, which need to be proven through medical records and then tied specifically to damages, is how we base that... Soft tissue injuries like neck strains settle far below what a fracture, a surgery, or a permanent impairment rating would call for in a settlement.”

— AARON SIDDIQUE, ON HOW INJURY SEVERITY
CHANGES WHAT A CLAIM IS WORTH

Imaging and specialist notes carry the weight

Severity gets proven through imaging and through specialist notes. X-rays, MRIs, CT scans, and in brain injury cases more advanced scans that a basic CT would miss. Then the opinions of the physicians who actually treated you.

That distinction matters in the negotiation. A treating specialist’s documented opinion carries weight with an adjuster, and with a jury later, that your own description of how bad it feels never will. Not because anybody assumes you are exaggerating, but because a specialist’s finding does not depend on anyone’s account of how something feels. Basically, imaging and specialist notes make the severity credible, and credible severity is what gives us leverage.

So the strength of the proof, not the size of the opening demand letter, is what moves a number.

The severe injury that’s easy to miss at first

Not every severe injury announces itself in the first 48 hours. Traumatic brain injuries are the clearest example, and they sit at the far end of this scale precisely because they get missed at the exact moment missing them costs the most.

A concussion, or a mild TBI, can look like a headache and some fog for the first few days. Symptoms do not always show up right away. Sometimes you are not knocked out at all. The memory gaps, the mood swings and the trouble sleeping surface hours or days later, once the adrenaline is gone and you are trying to go back to work. Mild does not mean minor. A mild traumatic brain injury can cause problems that last a lifetime, and it is called mild because of how it is graded on a scale in an emergency room, not because of what it will cost you.

That's why I built our intake process around specifically asking about symptoms that point toward a traumatic brain injury: headaches, memory gaps, sensitivity to light, trouble concentrating. We don't wait for you to volunteer them. Not every law firm asks these questions at intake. These are invisible injuries. A laceration or a scar is visible; a brain injury is not, and its symptoms get confused with other things, including ordinary stress from having just been in a wreck.

It hurts most the people who assume a headache is just a headache. They settle early. Then they find out later what the crash actually did to them, and there is no reopening a settled case to add a diagnosis that showed up afterward. That is the permanence problem Chapter 7 covers. Caught in week one, while there is still time to document it and still time to treat it, the same injury sits in a completely different place on the scale.

Why severity has to be caught early, not just proven eventually

I tell other attorneys this directly when they ask: a case is made or broken in the first week. That is not a line about pressure. It is a description of how severity gets locked in.

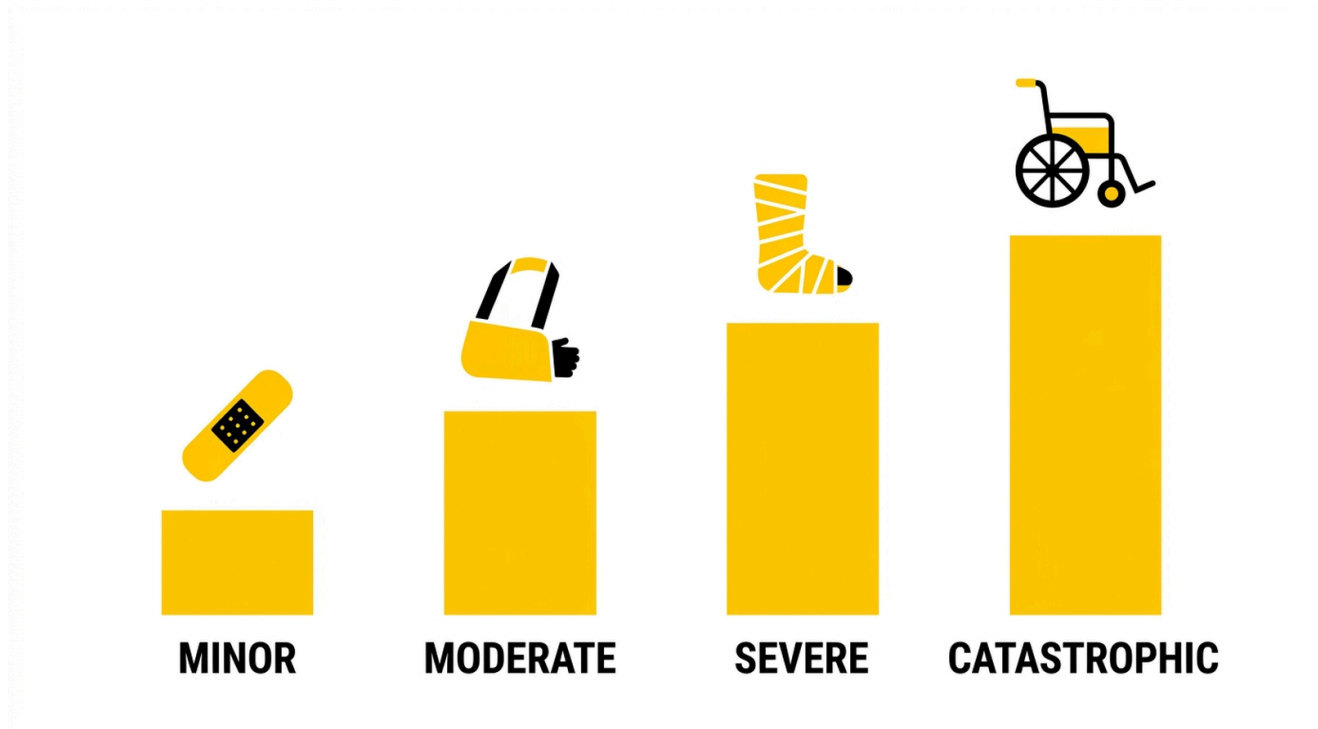
What your intake asks about. Which specialists you see in the first days. What symptoms a treating physician is prompted to check for. All of it shapes what your record eventually says about how bad this was. A sliding scale only helps you if the injury sitting on it was identified in the first place, and an injury nobody asked about in week one often never gets identified at all.

So severity is not something you wait around to discover as treatment unfolds. It gets investigated: what hurts, what does not feel right yet, what has not shown up but might. If you are telling yourself your injury is minor because it feels minor right now, you are exactly the person a thorough intake exists to protect. Feeling minor and being minor are not the same thing, and the distance between them is where settlement value quietly disappears. It's also why I'd rather spend the money early on a specialist referral that turns out unnecessary than skip it and find out months later that something more serious was there the whole time.

Permanency changes the calculation

A soft-tissue injury that clears up in a few months gets valued differently than one that leaves something behind for good. A lot of times people cannot return to their previous baseline, meaning the way they moved and functioned before the wreck. That is a lasting and permanent impairment, and a medical doctor can issue an impairment rating for it.

And so permanency moves both sides of the ledger at once. Your economic damages go up, through ongoing care and future treatment. Your non-economic damages go up too, because the loss of enjoyment of life is no longer measured in months. Chapter 7 covers how future medical costs get built into a settlement once permanency is established, and why that projection has to be right the first time.



A rising bar chart across four injury tiers, minor, moderate, severe, and catastrophic, showing how claim value scales with documented severity.

Common Questions

How does injury severity change what a Fort Worth car accident claim is worth?

Severity works on a sliding scale. The more serious and more permanent your injury, and the better it is documented through imaging and specialist notes, the higher the value of your claim. A minor soft-tissue injury settles well below what a fracture, a required surgery, or a permanent impairment rating calls for, because the treatment, the proof, and the life impact behind those are genuinely different.

What is a back or neck injury settlement worth after a Texas crash?

I never give you a specific number up front, and no good attorney will. Too much turns on your diagnosis, the treatment you need, whether surgery gets recommended, and whether you end up with a permanent impairment rating. Back and neck injuries do tend to drive higher damages on both sides, because they affect your whole body, how you move and how you function. Your value follows your documentation.

How do doctors document that an injury is permanent?

A treating physician issues an impairment rating once your injury has reached a stable, final state and you have not gotten back to your prior baseline. That rating, sitting alongside the imaging and specialist notes that established where you started, is the record your claim relies on to prove permanency rather than assert it. It is a medical judgment, made by your doctor, not a position taken by your lawyer.

Can a mild-looking injury still be worth a significant settlement?

Yes, if the records establish it as severe or lasting. We recovered quite a bit for a high school girl hurt in a low-speed crash with a diagnosed brain injury, even though her property damage and early bills were low. How the crash looked in photographs matters far less than what your imaging, your specialists, and your treatment history end up establishing about the injury itself.

Can a car accident cause a traumatic brain injury even without a direct hit to the head?

Yes. A TBI comes from rapid acceleration or the brain striking the inside of the skull, so a whiplash-type wreck can cause one with no skull fracture and no blow to the head at all. Early symptoms, headache, confusion, sensitivity to light, are easy to read as ordinary post-crash grogginess. Somebody has to ask about them instead of waiting for you to bring them up.

What if my doctor said I was fine right after the accident, but I started feeling worse weeks later?

That is common with injuries that take time to present, and back, neck and brain injuries take months and months to reveal themselves. It does not mean your injury is not real, and it does not mean it is disconnected from the crash. Get back in with a doctor as soon as symptoms appear or worsen, and make sure the visit is documented as connected to the original wreck.

Chapter Reflection

Severity sets the ceiling on what your claim can be worth, and the medical record is the only thing that gets you there. Which puts a lot of weight on one week of your life, the week right after a crash, when you are least equipped to think about any of it. The next two chapters are about that record: first how it proves the crash caused your injury at all, and then what happens when you were already carrying something before the wreck ever happened.

05

CHAPTER FIVE

Medical Records Are the Proof, Not Your Word

Six weeks out, you have a decent Tuesday. The neck is better, work is piling up, and the physical therapy appointment at four o'clock is the easiest thing on the calendar to cancel. So you cancel it. Nobody tells you that eight months later an adjuster will open your file, find that empty stretch on the treatment timeline, and build an argument out of it.

Everything in this book so far rests on one thing your claim has to establish before any of it counts. That the crash is what hurt you. Lawyers call that link causation, and it is the first thing an insurance company will test.

Why medical records anchor everything

Your records do two jobs at once. The first is the link. In a treating physician's own language, the chart has to tie this collision to this injury, and if it never does, the claim has very little to stand on, however real the pain is.

Second, they anchor the damages. Every dollar figure in the demand we send traces back to how your injury was entered and documented: the diagnosis codes, the imaging, the treatment plan, the specialist's opinion about what happens next. And so the records are not paperwork supporting the claim. They are the claim, translated into a form an adjuster or a jury is able to act on.

“In any claim, essential to that is causation. We have to prove either through evidence or through testimony that the accident caused the injuries. And so the best way that we can do that is through medical records. They establish causation.”

— AARON SIDDIQUE, ON WHY MEDICAL RECORDS ARE CENTRAL TO PROVING A CLAIM

The gap an adjuster is trained to find

A gap in treatment, weeks where you did not see anybody, is one of the most reliable openings an adjuster has. The logic is simple and a little unfair: if you were as hurt as you say, you would have kept the appointments. Adjusters routinely put it to us as a question. If your client was so hurt, why did they wait to go get treatment?

Our rule of thumb starts earlier than that. Get evaluated within 72 hours of the wreck, even when you feel alright, because adrenaline masks a lot and whiplash, concussions and internal injuries surface days later once it wears off. That first visit is where the chronological timeline starts, and the timeline is what dispels the argument that a delay means you were never hurt.

Life does not always cooperate after that. Work conflicts, childcare, the plain cost of a co-pay and an afternoon off are all real reasons appointments get missed, and we counter that argument with honesty about the reason rather than silence about the gap. What gets us in trouble is a hole nobody can explain.

Underneath all of it is continuity of care, and local care helps. A Tarrant County treating physician you keep going back to builds one consistent narrative instead of four partial ones. When your doctor recommends ongoing treatment, following it protects your medical outcome and your case value at the same time, and you want to treat until you plateau, which is the point doctors call maximum medical improvement. Skip the treatment plan, and insurance companies key in on that and use it to reduce the value.

Regular check-ins, so treatment does not lapse

Protecting continuity of care is not advice we hand you and hope for the best. In my office, someone on our team checks in on your treatment while it is ongoing, rather than waiting to hear from you.

Life gets busy after a crash. Work, kids, the sheer inconvenience of fitting appointments into a week that was already full. A check-in catches a lapse while there is still time to explain it, or still time to get you back in front of a doctor.

That matters more in a serious injury or a commercial vehicle case than in a straightforward fender bender, because those are the files where a gap does the most damage. A missed appointment three weeks in is a footnote when it is caught and explained right away. It becomes a liability when an adjuster finds it for the first time, months later, with no explanation attached. So the unglamorous, procedural side of this work ends up mattering more to your final number than anything said in a negotiation.

Building a complete record starts with asking the right questions

A medical record documents what a treating physician was told to look for. So the questions asked before your first appointment shape the record that eventually gets built. I ask you about every symptom, not just the obvious ones, and about every provider you've seen, until I'm satisfied the full picture is on the table.

That sounds obvious until you remember what those first weeks are like. Somebody who is hurt, behind at work and dealing with a totaled car does not think to mention the shoulder that has been aching since the wreck, because the neck is louder. A symptom nobody mentions to a doctor never makes it into a chart, and a symptom that never makes it into a chart does not exist for settlement purposes, no matter how real it is.

This is also why a journal helps more than people expect. If you are having memory trouble, mood swings, nights you cannot sleep, write it down as it happens. A family member can keep that record too, and they can end up a witness to changes you are not in the best position to describe.

Proving it, not just saying it

This comes up in nearly every chapter, so here it is plainly. It is not enough to say an injury happened, or that it hurts. Even where the injury plainly occurred, we have to prove it through documented medical records, through imaging, and through specialists, whose opinions are what carry the demand.

That standard is not about anybody doubting you. A settlement gets paid on documented evidence, and the burden of proof is on us, as the injured party and as your attorneys. Documentation is king.

Objective evidence carries more weight than a description

Medical evidence splits into two kinds in practice. There are objective findings: imaging results, diagnostic test scores, a specialist's clinical measurements. Then there is subjective reporting, which is your own description of the pain and what you cannot do anymore.

Both matter. But objective findings carry more persuasive weight, because they do not depend on anyone's account of how something feels. In a brain injury case that distinction is the whole ballgame. Imaging shows the structural damage. Neuropsychological testing is basically a graded measure of memory, attention and processing skills, which gives us objective data rather than subjective data. It quantifies the impairment imaging cannot show.

Your pain is real. The distinction here is about what an adjuster or a juror finds easiest to credit without an argument, which is why imaging and specialist testing carry so much of the weight in this book.

A treatment plan is evidence too

Beyond the findings themselves, your treatment plan is its own kind of objective evidence. Look at what the orders say on their own. Twice-weekly physical therapy for four months, a referral to a neurologist, an injection, and then a second one.

Every one of those is a professional judgment about severity, made by somebody with no stake in your settlement. An adjuster reading the file sees that pattern the same way we do. A plan that escalates, or simply continues month after month without resolving, tells its own story about how serious this turned out to be, on top of whatever the imaging shows.



A medical chart and an appointment card on a desk, the paper trail that establishes continuity of care.

Common Questions

Why do medical records drive the value of a Texas car accident claim more than anything else?

Because they establish causation, meaning they show the crash caused your injury, and they anchor every dollar in the demand that follows. Without documented medical evidence, your account of what happened and how much it hurts carries almost no weight with an adjuster, however genuine it is. It is not enough to say it. The records have to prove it.

How does a gap in medical treatment reduce a settlement?

A gap hands the adjuster an argument that you healed already, or were never seriously hurt. Missing appointments lets an adjuster ask, *"if you were hurt, if you were really that hurt, why did you skip [an] appointment?"* So we counter it by documenting the actual reason, whether that was work, childcare or the cost, instead of leaving an unexplained hole in your treatment timeline.

What happens if I feel fine and skip a follow-up appointment after a crash?

Skipping a follow-up creates the exact gap an adjuster is trained to look for, even when the decision made sense at the time. Causation and continuity of care both get proven through consistent records, so an unexplained lapse can be used to argue your injury was not serious, or was not caused by the wreck at all. Feeling fine on a Tuesday is not the test.

Does it matter which doctor I see after a car accident?

What matters is that your treatment stays consistent and that your provider documents the visit well enough to tie the injury back to the crash. You want a competent doctor who understands the mechanism of injury and relates it back to the date of the accident. A record that logs nothing but pain, with no link to the collision, gives an adjuster room to dispute causation.

Will my lawyer follow up with me about my medical treatment, or is that on me?

At my firm, yes. We check in with you about your care rather than waiting for you to call us. A gap we catch is a manageable problem, because it can be explained or closed while the treatment is still current. A gap an adjuster discovers first, months later, is a much harder thing to answer.

What happens if two different doctors describe my injury differently in their notes?

Inconsistent notes give an adjuster an opening to argue your injury is not well established. That is one more reason I want to know about every provider you have seen, including the ones you saw before you called us. Where a discrepancy exists, the fix is usually a follow-up visit that clarifies the record, rather than hoping nobody reads that far.

Chapter Reflection

Causation and consistency are the load-bearing walls here, and the rest of this book assumes they are standing. Both get built out of ordinary, unremarkable decisions: going to the appointment, mentioning the symptom, answering the phone when the office calls. None of it feels like legal work while you are doing it, and all of it is. The next chapter takes on the complication people worry about most, which is what happens when you were already hurt before this wreck ever happened.

06

CHAPTER SIX

The Eggshell Rule

You have had a bad back for years. Two rounds of physical therapy, a couple of prescriptions, one MRI you paid for out of pocket a few years back. Then somebody rear-ends you on I-820, and now that same back is worse than it has ever been. The fear shows up on the first call, almost word for word every time: they are going to say this was already wrong with me.

That fear is reasonable, and it is one an adjuster will happily feed. Texas law has a specific answer to it, and the answer favors you more than most people expect.

Taking the plaintiff as they find them

In Texas we say the defendant takes the plaintiff as they find them. That is the eggshell rule. Basically, an at-fault driver has to accept the person they hit in whatever condition that person was already in, fragile or not. If somebody is weaker, smaller, older, or already carrying an injury, the driver who caused the wreck does not get a discount for it.

So a preexisting condition does not disqualify your claim. It changes what has to be proven. You are allowed to recover for the aggravation, meaning the worsening, and that is a real, compensable category of damages in Texas rather than a courtesy anybody extends to you.

Why insurance adjusters raise preexisting conditions early

An adjuster who learns about your history will raise it early, sometimes before you understand your own claim's value, because it introduces doubt at the exact moment you are least able to answer it.

Watch for how they go looking for it. One of the standard moves is a blanket medical release: sign here so we can get your records. Do not sign that without your attorney reviewing it. A blanket release lets a carrier pull everything you have ever had, including counseling records that have nothing to do with a car wreck, and they will look for something in there to use against you.

The eggshell rule does not stop the tactic. A documented baseline does. And so I tell clients to disclose a preexisting condition to me upfront, at intake, rather than treating it as something to keep quiet about. Told early, that history becomes an advantage. A claim that can point to a clear before-and-after picture is much harder to discount than one where an old back injury surfaces halfway through, unexplained.

Why this argument works if it isn't answered

The adjuster's logic is not complicated. A preexisting condition hands them an alternative explanation for your pain, one they did not have to invent.

Without a documented baseline showing what that condition looked like before the crash, the argument that the pain was already there is hard for anyone to disprove, including a jury. That is the whole mechanism. Not that the tactic is clever, but that silence about a prior injury leaves the field open and nobody is standing there to answer.

A recognized doctrine, not a courtesy

The eggshell rule is not a talking point I use to reassure people. It is a well-established common law doctrine, sometimes called the thin skull rule, recognized across American tort law including here in Texas, and independently documented by legal reference sources like Cornell Law School's [Legal Information Institute](#).

The doctrine holds a defendant responsible for the full extent of the harm their negligence caused, even where the person they hurt was unusually vulnerable to that harm. It is not an exception carved out for sympathetic plaintiffs. It is the ordinary rule, and it exists so a defendant cannot get a discount for happening to injure someone who was already fragile.

That is also why it shows up the same way in very different cases: a crash, a fall on somebody's property, an injury at work. The underlying question does not change with the setting. How much of this harm came from what the defendant did? What changes from case to case is how much documentation exists to answer it convincingly.

How does a Texas jury get instructed on this?

This isn't just firm practice. It's built into how Texas civil juries are instructed to think about the question. Texas's Pattern Jury Charges for general negligence direct a jury not to award damages for a preexisting condition itself, only for the harm the crash's aggravation of that condition actually caused. That instruction exists because the distinction matters. Juries are told this in plain terms: do not punish the injured person for a condition they already had, do not reward them for it either, and compensate only for what the crash changed.

Aggravation means the difference the crash made

Recovering for aggravation means recovering for the difference this wreck made, not for the condition underneath it.

Say your lower back was manageable before: some stiff mornings, an over-the-counter anti-inflammatory, no treatment in three years. After the crash that same back needs physical therapy, then injections, then a surgical consult. The aggravation is the distance between those two pictures. Your preexisting condition sets the floor, and what the crash added gets measured from that floor upward.

This is why the baseline has to come from records rather than from memory. A vague recollection of feeling fine beforehand carries almost no weight next to a chart entry from a visit two years ago. It cuts both ways, and that is the point. The records that show how limited you were before are the same records that show how much further the crash took you.

Brain injuries are the clearest version of this. A prior traumatic brain injury may have left you more susceptible to the next one, and the next one leaves you more susceptible after that. In those cases the baseline documentation has to be careful, because that is where the value of the claim lives.

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“So even if you were already in an imperfect condition or you had a preexisting injury and that accident made it worse, we’re gonna recover for that. And so when I say the defendant takes the plaintiff as they find them, we call that the eggshell rule.”

— AARON SIDDIQUE, ON WHY A PREEXISTING CONDITION DOESN'T DISQUALIFY A CLAIM

Proving the difference, not hiding it

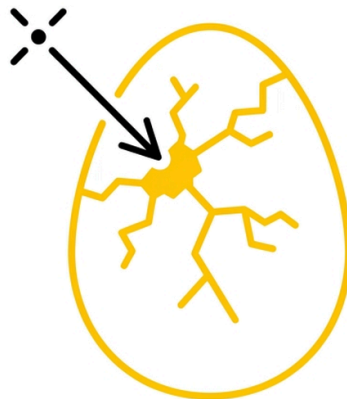
The mechanism for recovering under the eggshell rule is distinguishing the old condition from the new injury, and the only way to do that is through medical records. We find the baseline first: what the condition was, how it was treated, how you were functioning. That becomes the comparison point for everything that came after.

So hiding a preexisting condition from your lawyer or your doctor works against you twice. It removes the evidence we need to measure the aggravation, and it hands the carrier a credibility argument when they find it on their own. They will find it. Their business depends on looking.

Why this matters more than people assume

A lot of people with a history of back pain, a prior surgery, or an old sports injury decide before they ever call that their claim is weaker or not worth bringing. That instinct costs them.

The eggshell rule exists precisely because the law recognizes that nobody shows up to a crash in factory condition. People are older, or smaller, or already carrying something that never fully healed. An at-fault driver takes them exactly as they are, and so does the driver's insurance company.



A cracked eggshell with a single point of impact, illustrating the eggshell rule: an at-fault driver takes the injured person as they find them.

Common Questions

Does a preexisting injury disqualify me from a crash settlement in Texas?

No. Under the eggshell rule, an at-fault driver has to take you in whatever condition you were already in. What a preexisting back or neck condition changes is what has to be proven: specifically the aggravation, meaning how much worse the crash made things compared with your documented baseline. The history alone does not bar your recovery, and it does not make your claim unworthy of bringing.

How does a lawyer prove the difference between an old injury and a new one caused by the crash?

Through the medical records on both sides of the date. We find your baseline in the prior records, what the condition was and how you were functioning, and set it against the imaging, the notes and the treatment that followed the wreck. That comparison is what lets a claim isolate and value the harm this crash caused, separate from the condition you already had.

What is the eggshell rule in Texas personal injury law?

The eggshell rule holds that a defendant takes the plaintiff as they find them. An at-fault driver is responsible for the full extent of the harm they caused, even where you were more vulnerable to that harm because of a preexisting condition. Somebody fragile or already injured is not treated differently from a healthy person when it comes to recovering for the aggravation a crash causes.

What counts as a “baseline” under the eggshell rule?

Your baseline is the documented record of your condition and function before the crash. Usually that comes from prior medical records and imaging. Where those do not exist, a treating physician's assessment of your pre-crash function compared against your current limitations can stand in, though it carries less weight. Either way, the baseline is the reference point every aggravation claim gets measured against.

Will my settlement be reduced just because I mention a preexisting condition to my doctor?

No, and hiding it is far more likely to hurt you than telling them. Disclosing the history lets your treating physician document the aggravation properly from the first visit, which is what protects the value of that part of your claim. An adjuster who turns up an undisclosed condition later gets a credibility argument that early disclosure never would have given them.

Is the eggshell rule the same thing as assumption of risk?

No, they are different doctrines. Assumption of risk asks whether you voluntarily accepted a known danger, which isn't at issue in an ordinary car crash. The eggshell rule addresses something else: how much a defendant owes once fault is already established, when you turn out to have been more vulnerable to harm than an average person would have been.

Chapter Reflection

The eggshell rule protects people who came into the crash already carrying something, and it does that by demanding better records, not a cleaner medical history. Which means the old MRI you nearly threw out is now one of the most useful documents in your file. Chapter 7 keeps the same discipline and turns it the other direction, forward instead of backward, to the treatment you have not had yet and the bills nobody has sent you.

07

CHAPTER SEVEN

Future Medical Costs and the One Shot You Get

Say you're facing surgeries and therapy that stretch years down the road, and the question you keep coming back to is who pays for all of it later. An injury like that doesn't stop costing money the day you sign a settlement. The bills keep coming for months or years afterward. A settlement that only counts what's already been spent leaves every one of those future bills on you. And so this is the piece of a serious claim that gets left on the table most often.

Future costs are economic damages too

Future medical bills go into the damages figure right alongside the past ones. Future treatment is part of your economic damages, the hard, provable losses from Chapter 2, and those damages aren't limited to what has already happened. The difference is that future costs have to be projected, not added up from receipts in hand. So we use experts for that. A lot of times it's your own treating physicians. They project the cost and the duration of the care you're likely to need, and that goes into the medical records.

Access to the right specialists changes the projection itself

It's not enough to say it. Even when the injury plainly happened, we have to prove it through imaging and through specialists, and their opinions are what carry the demand. The same goes for care that hasn't happened yet. A specialist who treats your kind of injury every day produces a projection an adjuster finds much harder to dispute than one from a doctor working outside their lane. Think a neurologist for a head injury, or an orthopedic surgeon for a joint injury needing future surgery. That's part of why your choice of lawyer matters here. You may not know what specialist you need to see, but a good attorney will, because we've been there and done that. An attorney's access to the right specialists decides how completely future care gets captured in your settlement.

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“So the same way that we include the past medical bills, we include the future medical bills. So future treatment is a part of your economic damages calculation. It’s not just limited to what’s occurred.”

— AARON SIDDIQUE, ON WHY FUTURE MEDICAL COSTS
BELONG IN A SETTLEMENT CALCULATION

One shot, permanently

The reason this chapter matters comes down to one hard fact. You get one shot. Once you sign a release, that claim is settled for good, with only very specific exceptions that I have not seen succeed in more than 13 years of practicing. If future care isn’t in the number, that’s a permanent loss the moment you sign. There’s no second negotiation when new symptoms show up or a doctor recommends a surgery next year.

That’s why rushing a settlement is dangerous for anyone with a serious injury. Sometimes these injuries take months and months to kind of reveal themselves. If you rush, you’re not going to understand the full nature and extent of what you’re dealing with. You’ll have signed away the claim on care you’ll eventually need.

The clock everyone is racing

There’s a tension running under all of this. The advice not to rush runs up against the statute of limitations, the deadline Texas puts on bringing a claim, which Chapter 12 covers. You can’t wait forever for an injury to show its full shape before the claim has to be filed. A treating physician can’t always tell in month three whether a symptom is resolving or becoming permanent. So part of the work is predicting and projecting, through medical documentation, what you might have to spend in the future. Documentation is king here. Get care, keep it consistent, and build the record from the first visit. Then, when a real settlement decision has to be made, there’s enough history behind it to project future costs with confidence instead of guessing under a deadline.

A treating physician who has followed your injury from week one is in a far better position to say, with confidence, what the next several years of care will look like. Better than a physician meeting you for the first time months in. None of that removes the pressure, and it shouldn't. It's a reminder that documenting thoroughly from the first appointment isn't just about proving what already happened. It's about protecting the ability to price what hasn't happened yet.

Beyond the accounting: what the right specialists change

This isn't only an accounting exercise. The physicians and specialists your case connects you with can be the difference between years of ongoing pain and something as simple as sitting comfortably again, or going for a walk without discomfort. A serious injury changes how you move and how you function, and future care is what gives you a shot at getting some of that back. When those costs are documented and funded, that's not a line on a spreadsheet. It's the difference between getting the surgery or the therapy your doctor recommended and skipping it because the money ran out once the case closed. That's the real stake behind an otherwise dry calculation.

What happens if the settlement doesn't fully cover future care

When a settlement comes in too low, or the future-cost projection wasn't built with enough medical support, the shortfall doesn't disappear. It lands on you the day the care is needed and the money isn't there. That's permanent. A signed release closes the door on going back for more once the real cost becomes clear. And so I'd rather push hard over a well-documented future-cost figure than take a faster settlement, because the first offer is never the best. A client who understands that trade-off up front is far less likely to feel blindsided later, when a projected surgery finally becomes necessary and the money isn't there.

Why the right attorney matters here specifically

Projecting future medical costs takes two things. Treating physicians and specialists who can put a documented number on care that hasn't happened yet, and a lawyer who knows how to turn that number into a properly supported damages figure. In a catastrophic case, a traumatic brain injury or a spinal cord injury that needs lifelong support, we go a step further and use a life care plan. Basically, an expert looks at every medical bill and record, maps out every future need and its cost, and projects it out against your life expectancy. You're not going to walk into every doctor's office and ask for an estimated bill for the next 25 years. That's what these experts are for, and it can add up to decades of damages. We get one shot at settlement and one shot at trial, so

making sure we fully understand the picture of damages, using those experts, is a must. This is one of the clearest places in a claim where the quality of the records decides whether real money gets left on the table.



A timeline running from today out to year five and year ten, with the single settlement point marked at the start, showing why future medical costs have to be projected before a case closes.

Common Questions

Do future medical costs get included in a Texas crash settlement?

Yes. Future treatment is part of your economic damages, projected forward through the medical records instead of added up from receipts. Your treating physicians, and where the case calls for it, retained experts, estimate what care you'll need and for how long, and that goes into the damages figure. Future costs aren't held out as a separate, speculative category. Leave them out and it's a permanent loss once you settle.

Can I reopen my settlement later if I discover a worse injury?

Usually not. Once you sign a release of liability or a settlement agreement, that claim is settled for good. There are some very specific exceptions, where you'd have to prove fraud by the insurer or the person who coaxed you into signing, and those are rare and hard to prove. So confirm the full spectrum of your injuries, including future treatment and its cost, before you sign. You get one shot.

Why shouldn't I rush to settle my crash claim?

Because some injuries, especially ones involving your back, neck, or brain, take months and months to reveal themselves. Settle before that picture is documented and you lock in a number that doesn't account for treatment you'll eventually need. A signed settlement is almost always permanent, so that gap can't be fixed afterward. The first offer is never the best, and if you rush it, you won't understand the full nature and extent of your injuries.

Who decides how much future medical treatment I'll actually need?

Your treating physicians, and where the case calls for it, retained experts such as a life care planner. They project the treatment you're likely to need and what it will cost, based on the documented injury and its expected course. That projection is what goes into the economic damages figure. It's a medical judgment translated into a claim, not a guess by the attorney.

How far into the future do medical cost projections actually go?

It depends on the injury and what the treating physician or specialist documents as reasonably likely. That might be a single surgery already recommended, physical therapy for a defined period, or lifelong care for a permanent condition. In a catastrophic case, a life care planner projects the cost out against your life expectancy, which can mean decades of damages. There's no default number of years. The projection follows the medical records, not a formula.

Does a future medical cost projection need to come from a specialist, or can my regular doctor provide it?

A regular doctor can provide it. But a specialist with direct experience treating your specific injury produces a projection an adjuster finds harder to dispute. A neurologist for a brain injury. An orthopedic surgeon for a joint that may need future surgery. The specialist's opinion carries serious weight with adjusters, and with a jury if the case goes that far. The credibility of the projection is often as important to the negotiation as the number itself.

Chapter Reflection

Future medical costs are the part of a claim I see left on the table most often. They haven't happened yet, so they're easy to overlook when there's pressure to close a case fast. Get the projection right, and get it into the record, before you sign anything. The next chapter turns to a different kind of forward-looking loss: what a crash costs you in your ability to earn a living, right away and for years afterward.

08

CHAPTER EIGHT

Lost Wages and Lost Earning Capacity

Say you were hurt badly enough to miss three weeks of work, and now your supervisor wants a date you'll be back. You don't have one to give. The hospital bills are stacking up somewhere in the background, but the loss that lands first is the paycheck that stopped coming. For a lot of the people who call my office, that's the part keeping them up at night, well ahead of any medical statement.

Work loss is one of the hard, provable numbers in a claim. It sits inside your economic damages, right next to the medical bills from Chapter 2. But it isn't one number. It splits into two, and each one gets proven a different way. A lot of claims capture the first and leave the second sitting on the table. The second one is usually the larger of the two.

Two buckets, not one

So when I walk somebody through work loss on a first call, I split it into two buckets.

The first bucket is lost wages. That's time you missed from work because of the injury. Days, weeks, sometimes months, priced at what you were earning before the crash.

The second bucket is lost earning capacity, and it asks a different question. Can you do the job the same way you did it before? Are you going to get paid less because you're no longer able to do that same job? Basically, it measures your reduced ability to earn going forward, after the time-off question has been settled.

Both are drivers of economic damages. Both belong in the damages figure. But one of them is a receipt and the other is a forecast, and a forecast takes more work to prove.

Why wage-loss claims draw extra scrutiny

An adjuster looks harder at lost income than at a hospital bill. A fracture shows up on an X-ray. A reduced ability to earn doesn't show up anywhere on its own, so we have to build it for them.

An adjuster wants to see a chain. A documented injury, tied to documented treatment, tied to a documented inability to do specific parts of your job. There has to be a causal connection between the injury in your medical records and either the time you missed or the earning power you lost. It isn't enough to say it. If you stubbed your toe, that doesn't explain why you couldn't sit at your desk, and it won't make sense to an adjuster either. And so a wage claim that skips that connection gets picked apart, while the same claim with the chain intact usually doesn't.

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“This is the bread and butter here. This is where most attorneys will provide you value. And there’s really two buckets, okay? So when you’re talking about lost wages, it’s lost wages, which is time that you’ve missed from work. And then there’s also lost earning capacity.”

— AARON SIDDIQUE, ON THE TWO CATEGORIES OF WORK-RELATED LOSS IN A PERSONAL INJURY CLAIM

Proving both categories

Lost wages get proven with paper you mostly already have. A lot of times we’ll provide tax returns. Pay stubs showing what you were making. A letter from your employer documenting your pay rate and the exact time you missed. Then all of it has to tie back to the medical records that explain why you missed it.

Lost earning capacity takes a different kind of proof. We have to connect the injury in your records to a real, ongoing reduction in what you’re able to do and what you’re able to earn. That link isn’t optional. If a wrist injury keeps you off a job site, the medical record has to say so. An assertion on its own carries very little weight with a Texas adjuster.

Why lost earning capacity can outweigh lost wages

A reduced ability to earn can dwarf the missed paychecks. That’s the part most people don’t see coming.

Think about an accountant making \$100,000 a year. She’s in a wreck, she has memory issues afterward, and she can’t hold her focus the way the job requires. She isn’t unemployed. She moves into a different kind of role, and in that role she doesn’t earn as much. None of that loss shows up on a pay stub from the month of the crash. It shows up over the next twenty years.

We had a firefighter come through our Fort Worth office recently, thirty years old, seriously hurt in a motorcycle accident. He will never be able to work in that same capacity again. So the questions become where can he work now, and what kind of job could he actually do in his physical condition. Answering that isn't guesswork, and it isn't something you put in a demand letter on your own say-so. It takes expert testimony.

In a serious case, this is often the single largest component of the damages. In brain injury claims especially, the lost earning capacity number frequently ends up bigger than every medical bill in the file combined.

Why a career-long reduction compounds

The reason this bucket grows so large isn't complicated math. It's time.

Missed wages stop when you go back to work. Weeks, maybe months, and then that number closes. A real reduction in what you're able to earn runs as long as your working life runs. Get hurt in your thirties or forties and that's decades of it. Even a modest drop in what you make each year, carried across all the years you had left to work, adds up to a number that has nothing to do with how long you were out.

And so when the experts build this figure, they project the whole loss across your expected working life, not across your time off. We're not asking what the injury cost you during recovery. We're asking what it costs you every year after that.

Inside a vocational expert's analysis

When earning capacity is genuinely contested, we bring in vocational and economic experts. A vocational expert studies what work a person can still do after an injury, and an economist puts a number on what that change costs over a career. Between them they turn an injury into a dollar figure an adjuster or a jury can actually hold.

The vocational side takes the physical restrictions your treating physician wrote down and holds them up against what your old job demanded of you. Then the question is what work, and what pay, is still realistically open to you with those restrictions in place. A functional capacity evaluation, a formalized physical test a physician or specialist orders to measure exactly what you can and can't do, often becomes the bridge between your medical record and your wage-loss claim. It translates a diagnosis into concrete physical limits: how much weight you can lift, how long you can stand or sit.

It's the same link everything else in your claim runs on, just built out further. A documented medical limitation, tied to a specific, provable economic consequence. Don't just assert that the injury changed what you can earn, and don't leave an adjuster or a jury to close that gap on their own. They won't close it in your favor.

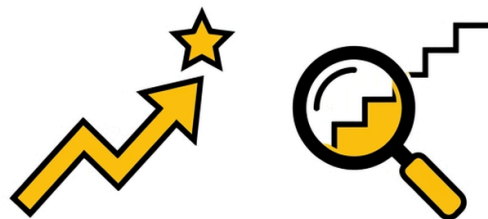
Proving loss when there's no employer to ask

If you're self-employed, you face a harder version of the same proof problem. There's no employer letter confirming a pay rate or documenting missed time. So your case has to be built instead from tax returns, business bank records, invoices, and sometimes a bookkeeper's or accountant's reconstruction of what your business would have earned if you hadn't been hurt. That's a more involved process than pulling a few pay stubs. But the underlying requirement is identical. The loss has to be shown with real financial records, not estimated from memory. The filings you already keep for tax purposes often end up doing double duty here. That's one more reason consistent, accurate bookkeeping before a crash ever happens quietly protects a claim you never expected to need. If you own a business and keep clean, current books, you rarely notice how much easier that habit makes proving a loss. You notice on the day it matters. By then it is too late to go back and fix a period that has already passed.

LOST WAGES: PAST INCOME



EARNING CAPACITY: FUTURE TRAJECTORY



A side-by-side comparison of lost wages, which measure past income, against lost earning capacity, which measures a future trajectory.

Common Questions

What is the difference between lost wages and lost earning capacity?

Lost wages are the actual pay you missed while you were out of work, documented through pay stubs and employer records. Lost earning capacity is the forward-looking bucket. It asks whether you can do the job the same way, and whether you'll be paid less because you can't. That one has to be tied to medical records showing the injury reduced what you're able to do.

How do I prove lost wages after a car accident in Texas?

A lot of times we prove it with tax returns, pay stubs showing what you were making, and a letter from your employer documenting your pay and the time you missed. Then that paperwork has to tie back to the medical records. There has to be a causal connection between the documented injury and the work you couldn't do. Without that connection, the pay stubs sit there proving nothing.

Can lost earning capacity be worth more than lost wages?

Yes. The reduced ability to earn going forward can dwarf the missed paychecks, and in a serious injury it usually does. Missed wages stop when you go back to work. A permanent reduction in what you're able to earn follows you for the rest of your working life. In brain injury cases especially, it often turns out to be the largest single component of the damages.

Can I claim lost earning capacity if I'm self-employed?

Lost income claims for self-employed individuals are proven the same way, through records. They often rely more heavily on tax returns, business records, and sometimes an accountant's or vocational expert's analysis, since there's no employer to issue the standard records.

Do I need a vocational expert for every lost earning capacity claim?

No. Straightforward cases, where an injury clearly prevents a return to a physically demanding job and the wage difference is easy to document through pay records, often don't need one. A vocational expert matters more when the connection between your injury and your earning loss is less obvious, or when the dollar amount at stake justifies the added cost of that analysis.

What if I was between jobs or worked seasonally when the accident happened?

Lost wages are still provable in that situation. They're just documented differently: through the prior year's tax returns, an offer letter for work you had to decline, or a documented pattern of seasonal earnings from previous years. Not having a single steady paycheck just makes the proof more detailed, not impossible.

Can lost earning capacity apply if I'm able to keep the same job, just with more trouble?

Yes, if the injury measurably reduces your overtime availability, your promotion potential, or your ability to sustain the same pace or hours long term, even while you're technically staying in the same role. The proof still has to tie those specific, documented limitations back to the medical record. Not just a general sense that work is harder now.

Chapter Reflection

Work loss is the part of a claim people feel most personally, and it's the part most often left half-proven. The paycheck you missed is easy to show. The harder number is what the injury costs you every year after that, and it's usually the bigger one. So get it documented, get the right experts on it, and make the adjuster account for both buckets instead of one. Then there's the other side of the ledger, which is where the next chapter goes: the two things in Texas law that can shrink your recovery no matter how well you proved it.

09

CHAPTER NINE

Texas's 51 Percent Rule and the Ceiling Insurance Sets

Say somebody pulled out in front of you, you had the right of way, and the crash was not a close call in your mind. Then the adjuster calls and tells you their driver says you were speeding. So now they're putting 30 percent of the fault on you. Nobody measured your speed. No reconstruction expert looked at it. It's a position, and they took it because the position is worth money to them.

Two things can shrink your settlement before anybody argues about your injuries. How much of the fault lands on you, and how much insurance the other driver was carrying. Neither one cares how good your medical proof is. A perfect file of records does not move either one. And both are worth understanding before your claim gets filed instead of after.

Modified comparative negligence

Texas follows a modified comparative-negligence rule, sometimes called the 51 percent bar rule. You can only recover damages if you're found 50 percent or less at fault for the crash. You could be 50/50 with the other driver and still recover. One more percentage point and you recover nothing at all, no matter what the total damages were worth. Below the bar, your recovery gets reduced by your own share of the fault. This rule is codified in [Chapter 33 of the Texas Civil Practice and Remedies Code](#), the part of Texas law that splits responsibility for a crash between the people in it. The general concept is sometimes called [comparative negligence](#).

Why insurance companies push hard on the fault percentage

So look at what that hard line does to the other side's incentives. The difference between 50 percent and 51 percent is the difference between a reduced recovery and no recovery at all. And so the at-fault driver's insurer has every reason to push your share of the blame as high as they can get it.

None of that is personal. It's the mechanical result of how the statute is written, and it's why fault percentages get argued the way they do in this state. Even when they can't push you past the bar, they'll still try to hang 30 percent on you, because 30 percent is 30 percent off the number they have to pay. On a \$10,000 repair that's \$3,000 out of your own pocket to make yourself whole on a wreck you didn't cause.

The only way to fight that is through documented evidence. The medical records, the imaging, the evidence about how the crash actually occurred. There isn't a second way to answer a fault argument, and an adjuster knows that better than anybody.

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“Texas follows modified comparative negligence. We have a 51% bar rule in Texas, and you can only make a recovery if you are 50% or less at fault. So, depending on how much you are faulted in the accident or how much a jury determines you were at fault, that would proportionately reduce your recovery.”

— AARON SIDDIQUE, ON HOW TEXAS'S COMPARATIVE-NEGLIGENCE RULE WORKS

Run the math and it gets concrete fast. Say you have \$100,000 in documented damages and you're found 40 percent at fault. They take that 40 percent out and you recover the difference, \$60,000. Found 51 percent at fault, you recover zero. If your case settles, that percentage gets negotiated between the parties off the evidence. If it goes to trial in Tarrant County, a jury assigns it. Either way the percentage gets built out of what was documented at the scene and in the weeks after. So the evidence you preserve early is not a separate job from the fault fight. It is the fault fight.

The ceiling insurance coverage sets

Fault is one limit. Coverage is the other, and it works differently. A policy limit caps what the insurer is contractually and legally obligated to pay, even when your damages run higher. That's a business transaction between the other driver and their insurance company, decided long before they ever hit you, and no amount of medical records raises it.

Texas requires every driver to carry a minimum liability policy, written as three numbers and commonly called [30/60/25](#). \$30,000 in bodily injury coverage for one person. \$60,000 total for the whole accident, however many people were hurt in it. \$25,000 for property damage. Look at that last number for a second. It's hard to find a new car under \$25,000 these days, so the property-damage minimum often falls short before anybody is even injured.

The way to close that gap is uninsured and underinsured motorist coverage, UM and UIM in Texas, and it's the single most important coverage you can carry. It's part of your own policy, and it steps into the shoes of the driver who hit you when that driver carried too little insurance or none at all. Unlike the state minimum, you pick the number. A \$100,000 policy, a \$300,000 policy, your call. Texas insurers have to offer it to you in writing and you have to sign a waiver to turn it down, which tells you something about how the state views it. And I'll say this plainly: don't waive it. It costs a few dollars a month.

So from day one on your case, we're evaluating collectability. Basically, that means we're not only asking what your claim is worth, we're asking what can be collected: the at-fault driver's policy, plus whatever UM or UIM is sitting behind your own. Say you were paralyzed in the wreck and the person who hit you carries a minimum policy. We need to know that in week one, not at the end, because it changes what we chase and in what order.

Why the ceiling is lower than people expect

Nine out of ten times, based on what I've seen in this state, a minimum policy is wholly insufficient. Not just insufficient for the person it hits. Insufficient to protect the person carrying it.

Go to Texas Health Harris Methodist or John Peter Smith after a serious crash and your initial trauma workup alone can run past that \$30,000 per-person limit, before a single follow-up appointment happens. That's not a worst case. That's what emergency care in Fort Worth ordinarily costs. The legislature set \$30,000 as a floor for everybody, not as a realistic ceiling for somebody who got badly hurt.

And so when your injury is worse than the coverage, your claim's collectable value gets capped well below what it's documented to be worth. Everything else in this book can be done right and that ceiling still holds.

Coverage the crash report doesn't show you

The at-fault driver's personal auto policy is not always the only money available, and finding the rest of it is part of the investigation we run from the first week.

Start with what the driver was doing when they hit you. If it was a commercial vehicle, and that covers a lot more than 18-wheelers, it could be your local HVAC company or somebody hauling concrete, then the driver isn't the only party who can be liable. Their employer can be. So can a manufacturer, so can the company that shipped the load. Those are businesses, which means

deeper pockets and much higher limits than an individual carries. Big trucks are regulated federally, and the minimum insurance the Federal Motor Carrier Safety Administration requires them to carry is \$750,000, against a Texas minimum of \$30,000.

Rideshare is its own puzzle, and the coverage turns on the driver's status at the moment of impact. App off, app open and waiting, en route to a pickup, or carrying a passenger. Those are four different answers. On an active trip, a \$1 million commercial policy from Uber or Lyft typically kicks in. We have a case right now where even that \$1 million isn't going to be enough for what those people suffered.

There are less obvious sources too. Say a driver was intoxicated and had recently been served alcohol at a bar or restaurant before getting behind the wheel. That establishment can carry its own liability for over-serving a visibly intoxicated patron. That opens up a fully separate policy from the driver's own.

Then there's coverage you'd never look for. Policy limits are not public. Texas doesn't require an insurer to disclose what its insured is carrying before a lawsuit is filed, which is a real obstacle, and we have methods for getting at it anyway. Your own homeowner's policy can come into play in certain situations. Your UM coverage can reach you even when you were on a bike or on foot. None of this shows up on a crash report. It shows up because somebody asked the right question early enough to find it.

When accessing coverage means suing someone you know

Sometimes the only path to real coverage runs through someone you'd never think to name as a defendant. I've handled a case where a woman was seriously hurt riding in a truck her own husband was driving for work when he crashed it. Most people's instinct in that situation is that you simply can't sue your own spouse. That pursuing it would feel wrong even if you could. My answer was that we were going to. It was the only way she had any path to a real recovery.

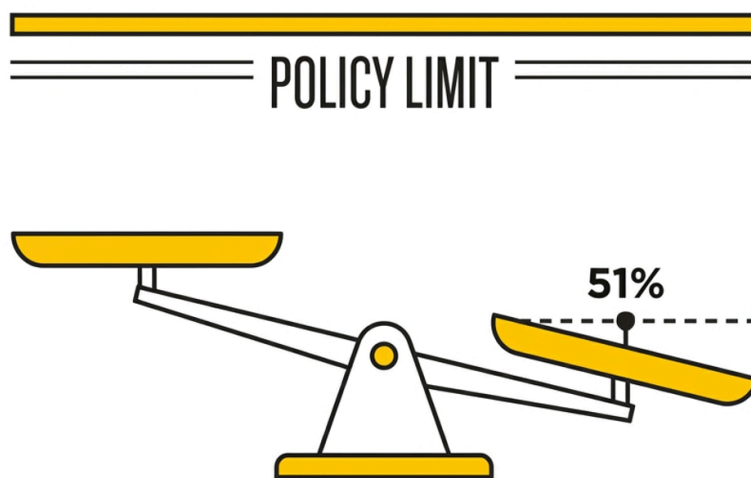
We pursued it, and it was the only route to a recovery that reflected what she had actually lost. That result didn't happen because the facts were unusual. It happened because the coverage existed, sitting behind a policy nobody would have looked at if the family relationship had been treated as a reason not to look.

Why the size of the policy shapes the negotiation, not just the ceiling

Available coverage doesn't only cap what you can collect. It changes how the other side negotiates long before that cap is anywhere in sight.

You're going to get a very different offer on a severe injury from a carrier holding a million-dollar policy than you'll get on the same injury from a carrier holding a \$30,000 minimum. The exposure on their side of the table is different, so the calculation is different. A credible trial threat pushes the value up when there's room above the offer to push into. The threat is simple enough: we're going to try this case, and you're going to have to pay more than a million dollars. Against a \$30,000 policy, that same threat hits its own ceiling almost immediately.

So finding every source of coverage matters as much to the negotiation as the medical records do. The driver's policy. Any commercial policy behind it. The UM or UIM sitting on your own. Every one we find raises the ceiling we're negotiating under, and the offers move with it.



A balance scale tipping at the 51 percent fault line, set beneath a separate ceiling marked policy limit: the two variables that can cap a claim independently of the medical evidence.

Common Questions

What is Texas's 51 percent rule for car accident claims?

Texas follows modified comparative negligence, and you can only make a recovery if you're 50 percent or less at fault. Below that line, whatever percentage of fault you're assigned proportionately reduces what you recover. At 51 percent or more, your recovery drops to zero, no matter how large the damages were. You could be 50/50 and still recover. One more point and you get nothing.

How do Texas's minimum insurance limits (30/60/25) affect what I can recover?

Texas's minimum liability policy is \$30,000 in bodily injury coverage per person, \$60,000 for the whole accident, and \$25,000 for property damage. That caps what you can collect directly from the at-fault driver's insurance. Nine out of ten times it's wholly insufficient. A single trauma workup at a Fort Worth hospital can run past the \$30,000 on its own.

What is uninsured/underinsured motorist (UM/UIM) coverage and why does it matter?

UM and UIM coverage sits on your own policy and steps into the shoes of the driver who hit you when that driver carried too little insurance or none at all. Texas has one of the higher rates of uninsured drivers in the country, and the state minimum is rarely enough for a serious injury. You pick the amount yourself, and it's inexpensive. Don't waive it.

Who decides what percentage of fault I carry in a Texas car accident case?

If your case settles, the percentage gets negotiated between the parties based on the evidence. If it goes to trial in Tarrant County District Court or the County Court at Law, the jury assigns it. Either way it's built from what was documented early: the crash report, witness statements, photos. That's why what you preserve in the first week decides an argument you'll have months later.

Can I find out how much insurance coverage the at-fault driver has?

Not by looking it up. Texas doesn't require an insurer to disclose its insured's policy limits before a lawsuit is filed, which makes it one of the harder pieces of the puzzle to get. We have methods and strategies for obtaining it. Meanwhile the search for other coverage runs alongside that, because you need to know how much money is available before you can make good decisions about future care.

What if the at-fault driver was working when they hit me?

It can change the whole coverage picture. A commercial vehicle, and that includes far more than 18-wheelers, pulls in parties beyond the driver: the employer, sometimes a manufacturer or the company that shipped the load. Those carry much higher limits than a personal policy. Rideshare works similarly, and the answer turns on the driver's status when the crash happened.

Chapter Reflection

Fault and coverage are the two things that can quietly cap your claim before anybody weighs a medical record, and only one of them is still in your hands after a crash. The other one, the coverage on your own policy, is decided on an ordinary afternoon when you renew your insurance and

nobody is hurt yet. So go pull out your own auto policy tonight and find the declarations page, the summary sheet at the front that lists every coverage you carry and how much of each. Check whether uninsured and underinsured motorist coverage is on there. If there's one thing in this chapter worth doing today, that's it. Next comes the number you'll be handed at the end of all this, and why it arrives lower than it should.

10

CHAPTER TEN

The First Offer Is a Test, Not a Number

Say your phone rings four days after the wreck. It's the other driver's adjuster, and he's friendly. He says this one looks pretty minor, you haven't even been to the doctor yet, and they'd like to send you \$1,000 to go get checked out. All you have to do is sign a release and a medical authorization so they can pull your records.

That call feels like good news. It almost never is. And if you understand what's happening on the other end of it before the phone rings, you'll handle it completely differently.

Why the first offer opens low

Start with who that adjuster works for. It isn't you. Their business model depends on taking in more money than they pay out, and the person on the phone is friendly because friendly gets you talking.

So the number arrives early on purpose. Four days in, you don't know yet whether the stiffness in your neck is going to resolve in two weeks or turn into an MRI, an injection and a surgical consult. Neither does your doctor. So they put a number in front of somebody who can't possibly price their own claim yet. That's why it comes when it comes.

It's also a negotiation, and negotiations run one direction. You can always go up. You can never go back down. So the first number you hear is just where they decided to start.

Two more things about that call. Do not give a recorded statement, and do not sign a blanket medical release, which is a form letting them pull every medical record you have ever generated rather than the ones connected to this crash. They will go looking through all of it for a reason to pay you less.

The flea market comparison

So think about how this works anywhere else you've haggled over something. Somebody names a price. You don't treat that price as what it's worth. You treat it as where they started, and you start somewhere else.

A settlement negotiation runs the same way. It only feels different because this is probably the one time in your life you'll do it, and the adjuster on the other end does it all day, every day. A lot of times that gap is the whole story of the call.

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“If you’re negotiating at the flea market and you’re trying to buy a WWJD bracelet or a beaded puka shell necklace, you don’t lead with your best number.”

— AARON SIDDIQUE, ON WHY AN INSURANCE COMPANY’S
OPENING OFFER IS NEVER ITS BEST ONE

That’s the whole thing, and it isn’t personal. It matters to you in one narrow way. Treat that opening number as final and it has done exactly the job it was sent to do.

What backs up a credible trial threat

A trial threat only works if it’s credible, and credibility comes from a track record an adjuster can see. My firm’s [published case results](#) show a history of crash and commercial vehicle settlements I fought for rather than accepted at the first offer.

Adjusters handle the same firms in Tarrant County over and over. They know which ones file suit and which ones fold. So the record we built on other cases is already sitting on the table before we say a word about yours.

Then we send a demand letter. Basically, that’s the document that lays out how the crash happened, what it did to you, what it has cost you so far and what it’s going to cost you going forward, with the medical records stacked behind every piece of it.

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“Insurance adjusters are trained, they’re trying to set the ceiling low. So if they open with a low offer, then you might not fully understand what your actual damages are. And so, if you haven’t evaluated them or sent a proper demand letter backed by medical records, that’s the only way to reset that range.”

— AARON SIDDIQUE, ON WHY THE FIRST SETTLEMENT OFFER IS RARELY THE REAL NUMBER

Why patience is the whole strategy

Patience plus records is the answer to a lowball. Not anger. Anger doesn’t move an adjuster, and it costs you nothing to skip it.

Rushing costs you plenty. Take an early offer and you’re settling before anybody understands the full nature and extent of your injuries, and some injuries take months and months to reveal themselves. Our counters get tied to the actual settlement value, because we take our time, we develop the case, and we understand the injuries before we put a number on them.

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“We train our staff and our team here never to rush. There may be things going on in life, but the first offer is never the best, and if you rush it, you’re not gonna understand the full nature and extent of your injuries.”

— AARON SIDDIQUE, ON WHY HIS OFFICE IS TRAINED
NEVER TO ACCEPT A QUICK SETTLEMENT

That’s a rule I hold my own team to before I ask it of any client. A case manager who lets a client’s excitement about a fast number override what the file supports isn’t doing that client a favor, even when the client is the one pushing to take it. Patience only works if everybody on the file holds the line, not just the person who got hurt. So when a client three weeks into treatment asks whether they should just take the number and be done, the answer is usually the same: not yet, and here’s what we’re still waiting on.

Willing to walk away

We don’t take first offers. Other than policy limits, which is not an offer at all, it’s a tender, meaning the insurer has handed over every dollar of coverage it has and there’s nothing left to negotiate for, I don’t think we’ve ever once taken one. Every attorney gets lowballed. It’s a tactic, not an insult, and the number is negotiable exactly to the degree we’ve preserved the damages in the records.

Being genuinely willing to file is what makes that possible. Insurance companies have said to us, in almost these words, what do you mean the offer’s too low, you haven’t sued us yet. That’s an adjuster telling you out loud that they know they’re lowballing and they’re waiting to see whether you’ll do anything about it. So you want an attorney who is willing to go down to the courthouse and sue them, because the other side can tell the difference between a lawyer who is waiting and a lawyer who is getting ready.

A first offer is information, not just a number

Here's a way to use that call instead of just resenting it. A first offer tells you how the adjuster is reading your file so far.

Say it lands near your medical bills with nothing meaningful added for pain and suffering. That usually means they aren't crediting the severity yet. Adjusters value pain and suffering by taking your economic damages, the hard bills, and running a multiplier against them, and how high that multiplier goes is tied to how serious the records make the injury look. A low multiplier is a documentation problem, and documentation problems are fixable.

An offer that shows up unusually fast, within days of the claim opening, usually means something else. They're hoping to close the file before you understand what you have, and sometimes before a lawyer is involved at all. There's a case I still think about. A gentleman whose daughter was badly hurt signed a release for \$8,000 without understanding that it released the entire claim. I believe that case was probably worth more than \$100,000.

So read the offer as a signal about what still needs proving rather than as an insult, and your response stays pointed at records instead of frustration. Not every fast offer is bad faith. Some claims are that simple. Telling the two apart before you answer is worth more than any argument you could make on that call.

What moves the number up

Quite a few things can push a claim's value up once the negotiation is underway, and I'd go through them in no particular order.

Clear liability, meaning strong proof the other driver caused the crash, takes away the adjuster's ability to shave your number by assigning you a share of the fault. Documentation of your damages, economic and non-economic both, proven through the medical records and the everyday-life evidence behind them. The severity and permanency of the injury, which is a very big lever: anything that required surgery, anything that left a lasting impairment. Leverage, which mostly means how much coverage is sitting there. And a credible trial threat on top of all of it.

Those are what we work on. None of them arrives by getting upset at an adjuster.



A letter and a pen on a desk, the demand letter that opens a negotiation.

Common Questions

Why are first car accident settlement offers almost always too low?

Because an early number is aimed at somebody who cannot yet price their own claim, and most injured people haven't documented their full damages that early. It's a negotiation, and you can always go up but never back down, so nobody leads with their best number. Nothing moves until a properly evaluated demand letter, with the medical records behind it, is sitting in front of them.

Should I accept a quick settlement offer after a car accident?

Usually no, especially before you understand the full nature and extent of your injury. Taking an early offer locks in a number before your treatment, and the documentation behind it, is finished. Settlements are almost always final once you sign, so a rushed acceptance can permanently undervalue a claim that patience and proper records would have carried much higher.

What factors increase the value of a Fort Worth car accident claim?

Clear liability, so they can't discount you with a fault argument. Thorough documentation of economic and non-economic damages. The severity and permanency of the injury, especially surgery or lasting impairment. The coverage available. And a credible willingness to try the case rather than settle for less than it's worth. Those are the main levers.

How long should I wait before accepting a settlement offer?

There's no fixed waiting period, and anybody who gives you one is guessing. The right time is once the full extent of your injury is understood and documented, and the offer reflects what your claim is evidenced to be worth. Some injuries, especially to the neck, back or brain, take months and months to reveal themselves. The medical picture sets the timing, not the calendar.

Why shouldn't I just negotiate the first offer up myself instead of hiring a lawyer?

You can, and a small, clear-cut claim sometimes resolves fine that way. But the adjuster's opening number assumes the person on the other end hasn't fully evaluated their own damages, and they're usually right about that. Negotiating it up without a documented demand behind your counter typically just produces a slightly higher version of the same lowball.

Should I respond to a lowball offer with anger, or just ignore it?

Neither. The useful response is a documented counter that shows why the number is too low, tied to the medical records and the damages evidence this book keeps coming back to. Anger doesn't move a number. Records do. Ignoring it doesn't move it either, and your two-year deadline keeps running while you wait.

Chapter Reflection

The first number an insurance company says out loud tells you where they've decided to start. It tells you nothing about where your claim ends up, and treating it as a verdict is how good cases get settled cheap. Take the call, write the number down, and answer it with records instead of a reaction. Now suppose you do all that and a fair number finally comes back. There is still a gap between the number on the offer and the money that reaches your hands, and the next chapter is about closing it.

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CHAPTER ELEVEN

After You Sign

Say a number finally comes back that everybody agrees is fair. Then somebody mentions the hospital has a lien. Then your health insurer wants to be paid back for what it covered. Then there's the attorney's fee. And you're sitting there doing the math in your head going, wait, how do I get any money after all that?

That's the right question, and it's better asked now than at the end. The number an insurance company agrees to pay and the number that lands in your account are two different numbers. Taxes, hospital liens and reimbursement claims all come out of the space in between. So this chapter is about closing that gap before you sign, not finding it afterward.

How settlements are taxed

I'm not a tax professional and I'm not a CPA. But I do know a little bit about this. The general rule of thumb is that if you're compensated for a physical injury in a settlement, in Texas and other states, usually that's not taxable. Those damage awards are typically tax free.

There are some exceptions. Portions allocated for lost wages, and interest that accrues on a settlement, can be taxable in some circumstances. The [IRS's own guidance on the taxability of law-suit, award, and settlement payments](#) walks through those distinctions in more detail, and your own CPA is the right person to walk through them with you.

Punitive damages, on the rare claim where they apply, are taxable in full even when they're awarded alongside compensation for a physical injury that itself is not taxable.

So the practical move is to plan ahead. Understand your settlement before you sign it. Understand how it's allocated between its pieces, and what in it may or may not be taxable, while there's still time for that to matter.

Planning for the deductions before the number is final

So the way to avoid a bad surprise at the end is to account for all of it up front. Hospital liens, subrogation, tax treatment. You want those on the table before you agree to a figure, not after.

A number that looks fine on paper can shrink a lot once a hospital lien and a reimbursement claim come out of it. So the figure that should drive your decision isn't the one being offered. It's the one you'll actually net.

And the tax question belongs in that same conversation, before you sign, not after the check clears.

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“So the general rule of thumb is that if you’re compensated for a physical injury in a settlement in Texas and other states, usually, that’s not taxable. So, those damage awards are typically tax-free. There are some exceptions.”

— AARON SIDDIQUE, ON HOW CAR ACCIDENT SETTLEMENTS ARE GENERALLY TAXED

Medical liens and subrogation

Liens take priority, and this is the reality for a large number of people injured in a major metropolitan area like Fort Worth. Texas has a statute on it, [Property Code Chapter 55](#). A hospital that treated you after a crash can file a lien against your eventual settlement, and if it perfected that lien, meaning it filed the paperwork the statute requires, in the right place, within the deadline, then that lien has to be paid before you get paid.

Then there’s [subrogation](#). Basically, that’s the term for an insurer that has paid money on your behalf having a right to be reimbursed out of your settlement. Usually it’s a health insurance company. Most policies of insurance have a clause in them that allows exactly that, and you agreed to it years ago without reading it.

Subrogation cuts the other way too, and that part is worth knowing. If you file your property damage through your own insurance company instead of the other driver’s, your insurer pays you, then goes and subrogates against the at-fault party to get its money back, including your deductible. In my opinion that’s a good option if you can float the deductible. Your own insurance company is required contractually to deal with you in good faith, so you have some extra protections there.

So you get the big settlement, and then the hospital takes a lien, and then the health insurer wants its money back, and then there are attorney’s fees. It can feel like your settlement is being picked apart before it ever reaches the person it was meant to help.

Here's the part that matters. Everything in life is a negotiation, and those hospital liens and those subrogation interests are negotiable. We have a lot of experience negotiating them down. And so what we talk to you about is not the number that's offered. It's the net to you, and I tell people that's kind of what's important.

Why liens get resolved before the client sees a dime

A hospital lien attaches to the settlement itself, which is why it gets handled before anything is disbursed. That's a reasonable system in principle, and it's part of why hospitals are willing to treat an uninsured crash victim right away rather than waiting on payment first.

So the check doesn't simply arrive and get divided up. Every lien and every reimbursement claim has to be found, verified and negotiated down before any of it is final. We handle that as part of your case, rather than leaving you to sort out paperwork after the fact.

It's also why the number you hear during negotiation is never the number to budget around. Wait until the liens are resolved. On a case with substantial treatment behind it, that gap can be significant. Closing it is the whole point of the last stretch of your case.

And we argue these down the same way we argue everything else, with the file. A well-documented case gives me room to push a lien back. A thin one gives me very little.

When the government is the one owed money

Medical liens aren't limited to hospitals and private health insurers. When Medicare or Medicaid has paid for treatment related to the crash, federal and state law give those programs their own right to be reimbursed from the eventual settlement. That right usually has to be resolved before your case can close cleanly. That process runs on its own timeline and its own paperwork, separate from a private hospital lien or a private insurer's subrogation claim. That's one more reason I ask about every source of medical payment early in a case, rather than assuming private insurance is the only piece to account for.

Once you sign, it's final

One last thing, and it's the one that makes all of the above matter. People ask whether a settlement can be reopened later. Usually not. Once you sign a release of liability or a settlement agreement, that usually settles that claim for good.

There are some very specific exceptions that apply, which I have not seen in more than 13 years of practicing ever truly be successful. You'd have to prove fraud on behalf of the insurer or the person who coaxed you into signing, plus very specific defects that are rare and hard to prove.

So before you sign, confirm the full spectrum of your injuries. That includes any potential future treatment you might need and what it's going to cost. You get one shot, and once you sign it's permanent. You may feel like you're in a hurry, but sometimes these injuries take months and months to kind of reveal themselves.



The three steps after a settlement is agreed: signing, processing of the release, and disbursement of funds.

Common Questions

Are crash settlements taxable in Texas?

Usually not. Compensation for a physical injury is typically tax free, and Texas has no personal income tax on top of that. But certain portions, especially amounts allocated to lost wages or to interest that accrued on the settlement, can be taxable in some circumstances. That's why it's worth understanding how your settlement is allocated between its pieces before you sign. I'm not a CPA, and yours should look at it.

What is a hospital lien and how does it affect my settlement?

A hospital lien, governed in Texas by Property Code Chapter 55, lets a hospital that treated you after a crash place a claim against your eventual settlement. If it was perfected, it has to be paid before you get paid. Hospital liens, like subrogation claims from health insurers, are negotiable, and negotiating them down is a routine part of closing a case properly.

What is subrogation in a car accident settlement?

Subrogation is the right of an insurer that has already paid money on your behalf, usually a health insurance company, to be reimbursed out of your settlement. Most policies have a clause that allows it. Like hospital liens, subrogation claims are negotiable, and the number that matters to you is the net amount left once they're resolved.

Do I need a lawyer just to handle the tax and lien side of a settlement?

Not for the tax piece, since a CPA is the right person for that. But negotiating hospital liens and subrogation claims down is work I handle as part of your case, because those negotiations run on the same medical records and case file I'm already holding. It's the same records, the same file and the same negotiation, so it makes very little sense to split it off.

Can a hospital lien take my entire settlement if my medical bills are large enough?

It can get close on a case with heavy treatment and thin coverage, and I won't tell you otherwise. What protects you is that the lien gets negotiated before your case closes. Priority is not the same as fixed. That's why the net amount you walk away with, rather than the size of the lien on paper, is what we're working toward at the end.

Chapter Reflection

The number an insurer agrees to pay and the number that reaches your bank account are two different numbers. Almost everything sitting between them is negotiable, and we negotiate it every week. So when you're deciding whether an offer is acceptable, ask what you net, not what the headline says. That is the number that has to carry you through whatever comes next. Which leaves one question this whole book has been circling: whether having someone do all of this for you changes the math enough to be worth it.

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CHAPTER TWELVE

Why Representation Changes the Math

Say you've been handling this yourself and the insurance company has put \$4,000 in writing. You're hurt, the bills are real, and \$4,000 is not nothing. The question in your head is whether a lawyer would actually get you more than that, or just take a third of the same number.

It's the right question to ask, and I'll answer it straight. Every chapter up to here has been about how a settlement gets built and how it gets cut down. This one is about what changes when the person building it does this every single day.

What a self-represented claim is up against

Here's what the adjuster on the other end is counting on, whether or not they'd say it out loud.

They know you can't go down to the courthouse and promptly file a lawsuit yourself. That isn't an insult to you, it's just the position you're in, and it means the one move that would cost them real money isn't available to you.

They're also banking on the fact that you don't have the experience, no matter how much you can Google. You're not doing this every single day. So maybe you put together a halfway decent demand, and it reads fine, and you still left quite a few things out that kept the value suppressed. You'd have no way of knowing which ones. In more than 13 years of practicing I've watched that happen to people who did everything else right.

And then there are doctrines that just aren't familiar to a layperson, which we'll get to in a minute.

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“It's what we do every day, and a credible demand letter, supported by the fact that we could ultimately file a lawsuit, really creates a lot of leverage and moves the needle with most insurance adjusters. If you try to handle this on your own, they know that you can't go down to the courthouse and promptly file a lawsuit.”

— AARON SIDDIQUE, ON WHY REPRESENTATION CHANGES
HOW AN INSURANCE COMPANY NEGOTIATES

Who pays for the case before the settlement arrives

Part of the gap isn't knowledge. It's money, and it's money that has to be spent before any settlement exists.

We work on a contingency fee arrangement. Basically, that means there's no fee unless and until you recover, and when you do, the fee comes out of your recovery as a percentage of it. Rule of thumb in Fort Worth and across Texas is roughly a third, 33 to 35 percent pre-suit, and it escalates if a lawsuit gets filed, often to 40 percent, sometimes 45 if the case goes to trial. Firms handle it differently, so read your contract.

The part people don't know is that the attorney also advances all the costs. We front the filing fees. We pay the expert witnesses. We pay to get all the medical records. Those things add up, and you can have thousands of dollars in case expenses on a single file.

Compare that to how it would work otherwise. You'd walk in, put down a retainer, meaning money paid up front before any work starts, five or ten or fifteen thousand dollars of it, and then pay every cost on top of that. Before you've recovered anything, and a recovery is never guaranteed, you might have spent twenty grand. And if we don't make a recovery for you, you owe us zero. Read your contract carefully on that point, because it isn't typical.

That arrangement is also why somebody handling their own claim usually can't buy the same case. The specialists. The accident reconstruction expert who rebuilds how the crash happened. The life care planner. Every one of those is a real invoice somebody has to pay long before there's any money coming in.

The asymmetry, in dollars

So I'll give you some real numbers, because people bring us these files.

We've had people come in who were offered \$1,500. Offered \$4,000. One where we could see the insurance company had put \$6,000 in writing, and that was the most that person was offered the whole time they were handling it alone. If one of those numbers sounds like yours, it doesn't mean you did anything wrong. You'd be doing this once, for the first and only time in your life, across the table from somebody who does it all day.

When we got involved, one of those went to \$40,000. The one that started at \$1,500 came back at more than \$90,000.

None of that is a promise about your case, and no good attorney is going to give you a number for your case. It's what happened on those files. And so the reason it happened is everything the rest of this book describes. Your records, the strategic appointments, the documentation, and a demand letter built out of all of it.

The Stowers doctrine

So here's one of those doctrines. In Texas we have something called the Stowers doctrine, and it's essentially judge-made law, meaning it comes from court decisions rather than a statute the legislature passed.

It exposes an insurance company to liability above its own policy limit, and we format our demands in a very specific way to set that up. Say the insurance company has a \$30,000 policy and you make the appropriate Stowers demand. If they don't meet it, and you go to trial, and you get a judgment above what they would have been obligated to pay, it forces the insurance company to pay out anyway.

We've seen it work. One comes to mind where all they had to do was tender their entire policy limits, meaning hand over every dollar of coverage they had and be done. It was a \$30,000 policy. They offered us \$3,000. We went to trial, we got a \$64,000 verdict, and the insurance company had to pay it.

The doctrine traces back to a 1929 Texas case, *G.A. Stowers Furniture Co. v. American Indemnity Co.* It first established that an insurer handling a claim owes its policyholder a duty to accept a reasonable settlement offer within policy limits. It can be held liable for the full excess judgment if it unreasonably refuses.

And so that's another tool Texas attorneys have in the tool belt, and it moves the needle even in cases that never go near a courtroom, because now the adjuster has something to lose by refusing. It's also not a tool most people know exists, let alone know how to format a demand around.

Net value, not headline value

Knowing a doctrine is a piece of it. The bigger piece is just doing the work. We build the settlement value out of the records, the strategic appointments and the documentation, chapter by chapter the way this book has laid it out, and then we negotiate off of that.

That's where the net gain to you comes from. You recover far more, even after paying attorney's fees, than you would doing this on your own or hiring somebody inexperienced. A good attorney creates and drives the value of your case through knowledge, experience, and the team of ex-

perts they put around you.

On one claim with roughly \$20,000 in documented medical bills, the insurer kept coming back with \$15,000, below the medical bills alone. They justified it by saying other firms had accepted settlements like that before. My answer was simple: that's exactly why we don't. An insurance company that has seen a firm settle below the medical bills once will keep testing that firm's floor on every future case. That's precisely why I've drawn a hard line against ever putting a client in a position where they walk away from their own medical bills without being made whole first.

What it costs to bring most cases to a resolution

There are two different numbers here and it's worth keeping them straight, because they measure different things.

The first is how many cases avoid a trial. Most car accident cases in Fort Worth, and particularly at our firm, settle without going to trial, and that number can be as high as 95 percent when a firm does what it should on the front end, investigating your case and building its value before anybody talks about settling.

The second is how many avoid a lawsuit altogether, which is a higher bar and a smaller number.

In my own practice, most claims resolve without ever having to file a lawsuit, and most of the claims that do go into litigation still settle before reaching an actual trial. Only a small fraction of any attorney's overall docket, mine included, ever ends up in front of a jury.

Filing suit and preparing for trial adds real cost and real time. It can add one to three years to your timeline, though it may yield a significantly higher award, and that tradeoff is a conversation we have with you rather than a decision we make for you. Even the court we file in moves the clock. A smaller case goes to the Tarrant County Court at Law, which moves faster; a larger one goes to the Tarrant County District Court, which has no cap on how much money a case can be about.

We track how long a case runs inside the firm before it resolves. If your claim isn't especially complex and the injuries aren't severe, that timeline runs roughly six to nine months, when it resolves before a lawsuit is filed.

So trial stays available to you when an insurer simply won't offer a fair number. It just isn't where most claims are headed, and building your case properly is what keeps it from having to go there.

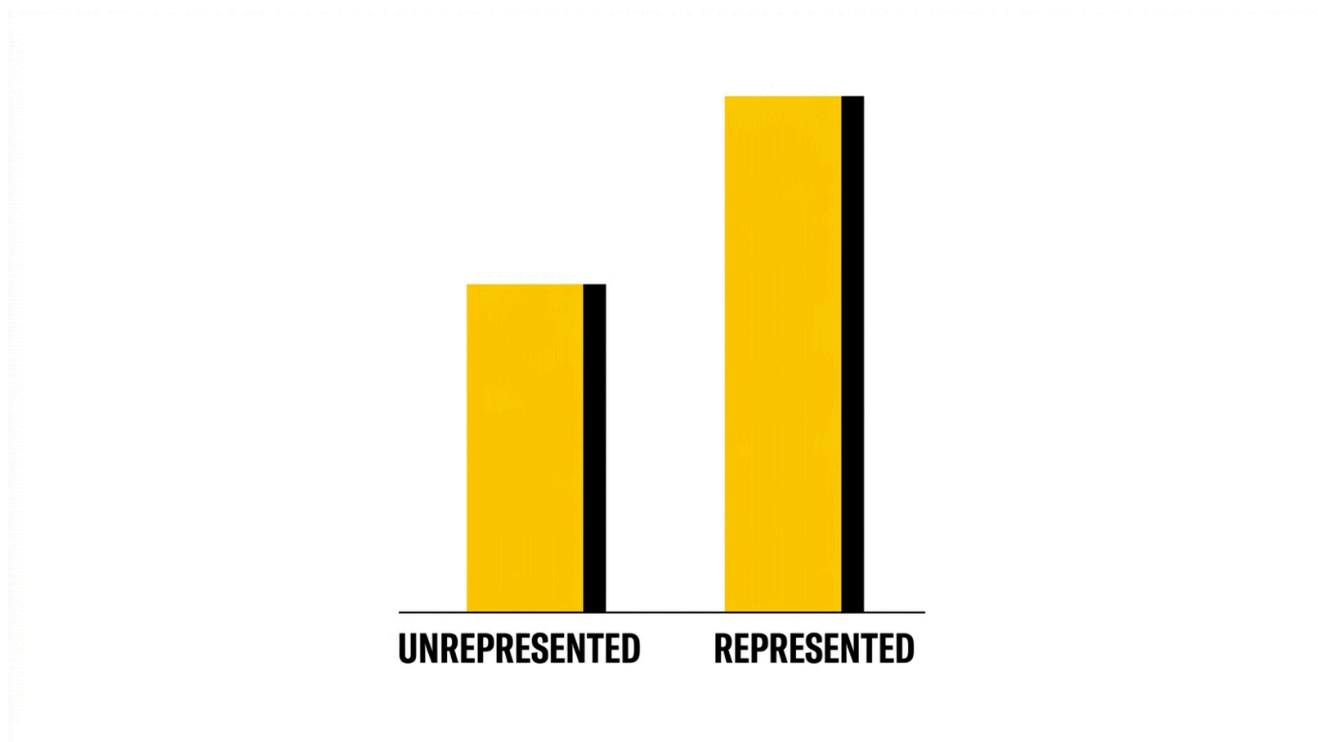
Protecting the claim before it's too late

All of this assumes you still have a claim to bring, which brings up the one deadline that ends the conversation.

Under [Section 16.003 of the Texas Civil Practice and Remedies Code](#), you have two years from the date of the injury to bring a personal injury claim in Texas, with very limited exceptions. Go past it and you're barred from recovering at all, no matter how strong the claim was. Filing an insurance claim does not pause that clock. It keeps running.

There's a shorter one that catches people too. If a government entity is involved, whether the City of Fort Worth, Tarrant County or TxDOT, you have to give written notice of your injury and claim long before the two years run out: within 180 days for a claim against the City of Fort Worth, and within six months under the Texas Tort Claims Act for other government entities. You still have your two years to bring the claim, but miss that notice deadline and it can kill the case.

So the single best thing you can do is simple, and it isn't a negotiating tactic. Get care and keep that care consistent, because consistent treatment builds the medical records and the records prove the case. Mind the clock. Preserve the evidence: photos, the crash report, witnesses. And call an attorney before the insurance company sets the frame and starts building ceilings and casting fault on you.



A bar comparison of unrepresented against represented outcomes, showing the difference in net recovery.

Common Questions

Is it worth hiring an attorney for a crash claim in Texas?

In most cases yes, especially once the injury needs real medical treatment. An attorney can file suit, which is the leverage you don't have alone. A lawyer can apply doctrines like Stowers. And a firm documents damages the way this book describes. Together those usually produce a higher net recovery than a self-represented claim, even after the fee.

What is the Stowers doctrine in Texas?

The Stowers doctrine exposes an insurance company to liability above its own policy limits. It applies when the company unreasonably refuses a properly formatted settlement demand inside those limits and the case later returns a verdict above what the policy would have covered. It's judge-made law, meaning it comes from court decisions, and it's a real piece of leverage in a Texas negotiation.

Does the Stowers doctrine mean every case with a low policy limit turns into a big verdict?

No. It applies only where a properly formatted demand within policy limits is unreasonably refused and the case then produces a verdict above that policy. Most insurers avoid that by accepting a reasonable demand in the first place. That's part of why a well-formatted Stowers demand changes an insurer's thinking even in cases that never go near a courtroom.

What percentage of car accident cases go to trial?

In my own caseload, only a small fraction. Most resolve before a lawsuit is even filed, and most of the claims that do go into litigation settle before an actual trial. Trial stays a real option when a fair number isn't offered. It's the exception a well-documented case is built to avoid.

What is the statute of limitations for a car accident claim in Texas?

Two years from the date of injury, under Texas Civil Practice and Remedies Code Section 16.003, with very limited exceptions. Miss it and your recovery is barred permanently, whatever the claim was worth. Filing an insurance claim does not pause the clock. If a government entity is involved, there's also a written notice deadline, 180 days for the City of Fort Worth and six months under the Texas Tort Claims Act, that can end the case on its own.

What does a personal injury attorney do throughout a case?

Beyond paperwork, [a personal injury attorney's role](#) covers documenting damages, coordinating with treating physicians on current and future care, negotiating with adjusters using tools like Stowers, and filing suit when negotiation stalls. Each of those maps to a chapter in this book. The job, in practice, is building and defending a record.

Chapter Reflection

A settlement gets built. That's been true since the first page, and it's why the \$4,000 sitting on the table at the start of this chapter is a starting number and not an answer. Where you end up depends on what goes into the file, who put it there, and whether it got done before the clock ran out. You can do some of that yourself, starting today, by getting care, keeping it consistent and saving everything. The rest of it is what we do every day.

Frequently Asked Questions

A few questions come up again and again that don't belong to any single chapter. Here are the ones I hear most from clients.

How long does a car accident case take to settle in Texas?

It varies with severity and whether the case is litigated. In my experience, a claim involving non-severe, non-complicated injuries usually resolves in roughly six to nine months when settled before a lawsuit is filed. A case that requires filing suit, and especially one that goes all the way to trial, can take two to three years, occasionally longer, from the date of the crash.

Do most car accident cases in Texas go to trial?

No. The large majority of personal injury claims settle before trial, once a properly documented demand is presented and negotiated. Cases that do proceed to a filed lawsuit still mostly resolve during the litigation process itself, well before trial. Only a small fraction of my overall caseload ends up being tried in front of a jury.

What should I do right away after a crash in Fort Worth?

Get medical attention right away, even if the injury doesn't feel severe at first, since some injuries, including traumatic brain injuries, aren't obvious in the first hours after a crash. Document the scene with photos. Get contact details from witnesses. Avoid recorded statements to any insurer, including your own, until you understand how those statements can be used to shape what your claim is worth.

How much does it cost to hire a car accident attorney in Fort Worth?

Personal injury attorneys, including [my firm's Fort Worth personal injury team](#), usually work on a contingency-fee basis. That means an injured person pays nothing upfront, and my fee is only collected as a percentage of the amount recovered. If there's no recovery, there's no fee owed.

What if I was partly at fault for the accident?

Being partly at fault doesn't automatically bar a Texas claim. Under the state's modified comparative-negligence rule, covered in Chapter 9, a recovery is still available as long as the injured person is found 50 percent or less at fault, though the recovery is reduced in proportion to that percentage. Being found 51 percent or more at fault, however, bars recovery entirely.

What kinds of cases does 1-800 The Wolf Accident Attorneys handle?

My firm represents injured clients in car accidents, commercial [truck accidents](#), motorcycle accidents, [rideshare accidents](#), pedestrian and bicycle accidents, slip and fall claims, [traumatic brain injury cases](#), and [wrongful death claims](#) throughout Fort Worth, Euless, Houston, and the surrounding Texas communities I serve.

Why do insurance adjusters ask me to give a recorded statement right after a crash?

An early recorded statement is usually taken before you fully understand the extent of your own injuries. Adjusters are trained to use that statement, and any inconsistencies in it, to limit what your claim is worth later. I tell clients to speak with an attorney before giving a recorded statement to any insurer, since that protects against unintentionally undercutting a claim before it has even been evaluated.

Can I still file a claim if the at-fault driver didn't have insurance?

Uninsured motorist (UM) coverage, if you carry it on your own policy, is designed for exactly this situation. Underinsured motorist (UIM) coverage does the same job when the at-fault driver's policy is too small to cover the full harm. Without UM/UIM coverage, recovery options against an uninsured driver directly are usually far more limited.

Do settlement amounts get made public anywhere?

Some firms, including my own, 1-800 The Wolf Accident Attorneys, publish a selection of past case results as a matter of transparency. Read them for what they are. The value of any individual claim depends on that claim's own facts. You cannot predict it from a different case's outcome, however similar that case looks on the surface.

What is a demand letter and why does it matter?

A demand letter is the formal document I send to an insurer laying out the injured person's damages, liability argument, and the amount being sought to resolve the claim. A demand letter backed by complete medical documentation is what resets an insurance adjuster's low opening number, per Chapter 10, and a poorly supported demand letter can undercut a claim's value before negotiation even begins.

Can I switch lawyers partway through my crash case?

Usually yes, an injured person can change representation during a case, though doing so can affect timing and, depending on the fee agreement, how fees are ultimately divided between the prior and new attorney. It is worth raising concerns with a current attorney directly before deciding to switch, since many issues can be resolved without starting over.

Does 1-800 The Wolf Accident Attorneys charge for an initial consultation?

No. Consultations are free and come with no obligation to hire my firm, which is consistent with the contingency-fee structure described throughout this book: I'm not paid unless and until I recover money for the client.

Conclusion

I started this book with a single, honest premise: a car accident settlement is a number that gets built, not one you can look up. Built from economic damages that can be proven with a bill or a pay stub. Built from non-economic damages that have to be proven a harder way, through testimony and a documented before-and-after. Built from medical records that establish causation and anchor every dollar that follows. And built, or in some cases quietly reduced, by fault percentages and insurance policy limits that have nothing to do with how much an injury hurts.

The talks behind this book, recorded on my [Fort Worth Accident Attorney & Law podcast](#), kept circling back to one idea in different forms. Records turn a real injury into a provable one. A provable injury is the only kind an insurer will pay for. That idea runs through every chapter of this book, from the first hour after a crash all the way through what happens after a settlement is signed.

If there's a single thing worth carrying forward from all twelve chapters, it's this: the insurer already knows how this process works before an injured person's phone even rings. I wrote this book to close that gap, so that the next call, the one where a number gets offered and a decision has to be made, happens with the same details on both sides of the table.

You can read [what past clients say about working with my firm](#) before making that decision. If you or someone you love has been hurt in a crash in Fort Worth, Euless, Houston, or anywhere else in Texas, [reach out for a free, no-obligation case evaluation](#) before you accept a number the insurance company chose for you.

Final Takeaways

1. A settlement is driven by your specific damages, fault, and available insurance coverage, not by an average found online or a headline verdict.
2. Economic damages (medical bills, lost wages, property damage, and future costs) form the documented floor of any claim, and every receipt matters.
3. Non-economic damages like pain and suffering are priced using the multiplier method, which starts low and moves up with stronger medical records.
4. Injury severity operates on a sliding scale: the more serious and permanent the injury, proven through imaging and specialist notes, the higher the claim's value.
5. Medical records establish causation, and a gap in treatment is one of the easiest ways an insurance adjuster can argue a claim down.
6. Under Texas's eggshell rule, a preexisting condition changes what has to be proven through a documented medical baseline, not whether recovery is possible at all.
7. Future medical costs must be included in a settlement up front, because a signed release is almost always permanent and cannot be reopened later.
8. Lost wages and lost earning capacity are two separate categories of loss, and a permanent reduction in earning ability can outweigh missed paychecks over time.
9. Texas's 51 percent comparative-negligence rule can reduce or completely eliminate a recovery, and the at-fault driver's insurance policy sets a hard ceiling on what can be collected.
10. Hiring an attorney changes the math of a negotiation through tools like the Stowers doctrine and disciplined records, and Texas's two-year statute of limitations makes acting promptly essential.

Appendix: Sources & Methodology

This appendix consolidates the outside legal and regulatory sources referenced throughout the book, grouped by type, along with a short note on how the book itself was put together. Aaron Siddique's own positions and explanations live in the chapters. The sources below are the external authorities the book pointed to along the way.

Statutes & Codified Law

- **Texas Civil Practice and Remedies Code, Chapter 33:** the state's proportionate-responsibility statute, underlying Texas's 51 percent comparative-negligence rule discussed in Chapter 9. [Chapter 33 of the Texas Civil Practice and Remedies Code](#)
- **Texas Civil Practice and Remedies Code, Section 16.003:** the two-year statute of limitations for personal injury claims, referenced in Chapter 12 and the Frequently Asked Questions. [Section 16.003 of the Texas Civil Practice and Remedies Code](#)
- **Texas Property Code, Chapter 55:** governs hospital liens against a settlement, discussed in Chapter 11. [Chapter 55 of the Texas Property Code](#)

Government & Regulatory Sources

- **Texas Department of Insurance (TDI):** source for Texas's minimum auto liability coverage requirements (the 30/60/25 limits) and general guidance on uninsured and underinsured motorist coverage, referenced in Chapter 9. [Texas auto insurance guide](#)
- **Internal Revenue Service (IRS):** guidance on the taxability of lawsuit, award, and settlement payments, referenced in Chapter 11. [IRS Publication 4345 on the taxability of settlements](#)

Professional Bodies & Credentialing Institutions

- **State Bar of Texas:** the official licensing body confirming Aaron Siddique's Texas bar admission and standing, referenced in About the Author. [State Bar of Texas member profile](#)

- **Texas Bar Foundation:** the organization behind the Fellow distinction held by Aaron Siddique, referenced in About the Author. [Texas Bar Foundation](#)

Educational Institutions & Authoritative Reference Sites

- **University of Texas at Austin, McCombs School of Business:** the source of Aaron Siddique's undergraduate business certification, referenced in About the Author. [McCombs School of Business](#)
- **St. Thomas University School of Law:** Aaron Siddique's J.D.-granting institution, referenced in About the Author. [St. Thomas University School of Law](#)
- **Cornell Legal Information Institute:** plain-language legal definitions referenced for comparative negligence (Chapter 9) and subrogation (Chapter 11). [Comparative negligence](#) · [Subrogation](#)

Methodology

This book is adapted from recorded talks between Aaron Siddique and co-host Abby Arnold on the *Fort Worth Accident Attorney & Law* podcast, along with a separate recorded interview with Siddique about his own background and career. Every legal position, example, and figure in the chapters traces back to those recordings. Every outside statute, regulation, or credential named in the text is linked to its official source rather than asserted without support. Where a detail could not be independently confirmed against an official source, it was left out of the book rather than assumed.

Legal Notice

This book is provided by 1-800 The Wolf Accident Attorneys (The Siddique Firm, PLLC) for general informational purposes about Texas personal injury law and car accident settlements. It does not constitute legal advice for any specific situation, and every case is different. The general details in this book should not be relied upon as a substitute for a consultation with a licensed attorney about your own claim.

Reading this book does not create a lawyer-client relationship between you and 1-800 The Wolf Accident Attorneys or The Siddique Firm, PLLC. An attorney-client relationship is formed only through a signed engagement agreement. Past results described or referenced in this book, including the settlement and verdict figures mentioned, do not guarantee or predict a similar outcome in any future case, as every claim depends on its own specific facts, injuries, and evidence.



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