

***Can I hire a lawyer if I signed a release with an insurance company regarding my recent car accident?***

***By Bradley L. Kenny, Esq.***

Maybe...I'll go into the details so that you can have a better understanding. First, I want to tell you about how you can end up in a situation where you think you're doing the easy thing, but later on, you realize that you made a mistake. In my experience, insurance adjusters are like car salespeople. If you equate an open file to a car on the lot, you have a better understanding. An adjuster always told me that a happy file is a closed file. And for car sales, a happy situation is a signed contract.

Someone injured in a car accident may accept a settlement from an adjuster at the accident scene. Have you ever seen a car that has the insurance company logo all over it on the highway? Some of those vehicles are known as "IRVs" (Immediate Response Vehicle). Like someone selling a car, the adjuster happens upon an accident scene after being called in from the branch office to speak with the injured victim. They promise the moon but deliver next to nothing. Insurance companies encourage their adjusters to settle claims quickly because they know that the longer the claim is open, the more exposure the company faces. The insurance companies start telling accident victims that they are entitled to money ("cash-out" is a term used by the insurance industry). Insurance companies settle cases quickly because the bottom line is that they are trying to save as much money as possible. Insurance companies also offer "open medical" which means they say they will pay for future treatment. However, many times the treatment you may receive might not be deemed "reasonable or necessary" by the insurance company. In which case, you will be on the hook for the medical bills.

Here is an actual email that was received recently:

The accident only happened a week ago. However, she signed an early offer from the liability carrier saying they will pay for up to \$6,000.00 in treatment and then paid her about \$2,500.00 on top of that. She signed it, sent it in and then deposited the money. Can this be withdrawn or at this point is she locked in to this deal since she has already agreed to it?

Our legislature has tried to put an end to these insurance company tactics. NRS 10.185 provides as follows:

1. A release of liability given in connection with any claim for personal injury sustained by a releasor is voidable by a releasor within 60 days after its signing by the releasor, if the releasor signed the release:

- (a) Within 30 days after the event that initially caused his or her injury; and
- (b) Without the assistance or guidance of an attorney.

2. To void the release of liability pursuant to subsection 1, the releasor shall:

- (a) Sign a written notice disclosing the election of the releasor to void the release; and
- (b) Within 10 days after signing the notice:
  - (1) Send the original notice or a signed copy of the notice to the releasee; and
  - (2) Return any consideration paid by the releasee.

3. A release of liability is void on the date that the notice and any consideration described in

subsection 2 are received by the releasee.

4. As used in this section:

(a) "Personal injury" means any mental or physical injury. The term does not include property damage.

(b) "Release of liability" means an agreement executed between a releasor and releasee.

(c) "Releasee" means a party who is being released by the releasor from any claim described in subsection 1.

(d) "Releasor" means a party who agrees to release the releasee from any claim described in subsection 1.

A release can be set aside under the law if it was signed within 30 days after an accident and the injured person signed it without the help of an attorney. You must send a written notice to the insurance company within 60 days after signing the release. Additionally, the injured party must return any money you received from the company. You have a limited time-frame to do this. Please do not be a victim twice.