

**CAR ACCIDENT?
WHAT THE #@!
IS LIMITED TORT?
BY: TOM GIBBONS**



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National Academy of Personal Injury Attorneys: Top 10 in Pennsylvania

PREFACE

It's Wednesday morning; about 8 a.m. It's 85 degrees, and there isn't a cloud in the sky. The sun is shining on your face as you stand beside your car, watching your neighbors drive off, one by one, for another long, boring day at the office. "I just can't do it again," you think to yourself. "I just can't give up a beautiful day like this and push paper all day." So you call out sick, hop in the car, and head to the beach for a day of fun in the sun.

You're on I-676 in Philadelphia, singin' along to Jimmy Buffett's Margaritaville. You can almost taste the funnel cakes and boardwalk fries. Traffic slows ahead of you, so you slow down, too. BAM!¹ The knucklehead behind you wasn't paying attention, and now your car is totaled and your neck is killin' you!

"I'm so sorry," says the knucklehead. "Don't worry. I have insurance. Everything will be fine."

A few months go by. You've got a shiny new car, but you're still popping pain killers like tic tacs and going to therapy a few times each week. Your neck just isn't getting better. So frustrating! And then you get a letter from the knucklehead's insurance company – "We have confirmed that you elected limited tort insurance, because of which you are not entitled to compensation for your injuries. We will now be closing our file."

Confused, you think to yourself "This has to be a joke! What the #&@! (heck) is limited tort?"

I handle a lot of car accident cases. A lot. And a lot of them are for clients with limited tort insurance, who have absolutely no idea what limited tort insurance is. This book is meant to help you understand the basic concepts of limited tort law and how it affects your rights after a Pennsylvania car accident. It's not meant to be all inclusive, and it's not meant to teach you how to handle your own case (I'll teach you that in a different book, which you can request for free at my website – www.gibbonslegal.com).

Should you need or want more information, don't hesitate to reach out to me. Or you can go to the Gibbons Legal channel on YouTube, where I post videos answering my most frequently asked questions. You may not need a lawyer, but I'm here to help if you want one.

¹ Did you instantly think of Wildwood's infamous "Watch the tram car, please"? I did.

DISCLAIMER

A lawyer writing a book explaining limited tort law has a legal disclaimer? Who'd have thunk it?

My lawyers want me telling you “blah blah blah information. Blah blah blah attorney-client relationship. Blah blah blah consult with an attorney.” Huh? Basically, I’m supposed to tell you this book is meant to give you information about Pennsylvania’s limited tort law and how it applies to a Pennsylvania car accident. That’s it. It’s not meant to be legal advice, and certainly not meant to create an attorney-client relationship. Limited tort law is pretty complex. So, if you’ve been hurt in a Pennsylvania car accident, and you have limited tort insurance, it’s in your best interests to actually speak with me or another lawyer who handles limited tort cases (a lot of lawyers don’t). Most lawyers (including me) give free consultations, so it’ll only cost you a few minutes of your day.

Want to know how to find the right lawyer for your case? Check out my book – *Got Hurt? Forget the Silly Lawyer Ads....* It’s a how-to guide to help you find the right lawyer for your case . . . even if it’s not me. You can get a free copy at my website (www.gibbonslegal.com).

TABLE OF CONTENTS

<u>CHAPTER 1: The (Totally Boring) Basics of Pennsylvania Car Insurance</u>	1
<u>CHAPTER 2: Who's Covered by Your Policy (And Bound by Your Choices)</u>	5
<u>CHAPTER 3: What the #&@! (Heck) is Limited Tort Insurance Coverage?</u>	7
<u>CHAPTER 4: Exceptions to Limited Tort Insurance Coverage</u>	12
<u>CHAPTER 5: Piercing the Limited Tort Threshold (And Getting Paid for Pain and Suffering)...</u>	15
<u>CHAPTER 6: The List – Common Activities Affected by Injuries</u>	19
<u>CHAPTER 7: Final Thoughts</u>	21
<u>APPENDIX A: Proof is in the Pudding (Notable Victories)</u>	23
<u>APPENDIX B: Client Testimonials – People are Talkin'!</u>	33
<u>ABOUT TOM GIBBONS</u>	40

CHAPTER 1: THE (TOTALLY BORING) BASICS OF PENNSYLVANIA CAR INSURANCE

Pennsylvania is a beautiful state², and there's so much to do here – winding drives through the mountains and historic Valley Forge National Park, kayaking the Susquehanna and Allegheny rivers, skiing in the Poconos, and so much more. But if you own a car in Pennsylvania, you better have it insured – it's required by law. Though this book is about limited tort law, I want to give you a quick primer on the Pennsylvania car insurance coverages I'm most often asked about so you have a better understanding the insurance coverage you have, and, more importantly, the insurance coverage you should have.

LIABILITY: Liability insurance is mandatory. It protects you from having to personally pay out of pocket if you cause an accident. The more coverage you have, the less risk you have. There are two main types of liability coverage – bodily injury and property damage. Bodily injury coverage, of course, pays for the personal injuries you cause to others, and property damage coverage pays for the property damage you cause.

Bodily Injury Liability: This, too, is divided into two categories – *per person* and *per accident* – and it can be a tad confusing. The *per person* coverage means your insurance company will pay up to your coverage limit to any two people you injure, but not a penny more. The *per accident* coverage means your insurance company will divide up your coverage limit between everyone if you injure more than two people. The required minimum coverage limits are \$15,000 per person and \$30,000 per accident. With these coverage limits, your insurance company will pay up to \$15,000 to each person you injure, so long as you injure 2 or fewer people. If you injure 3 or more people, your insurance company will divide the \$30,000 per accident limit among them. If anyone's

² Did you know Pennsylvania's actually not a state? It's a Commonwealth, one of only four in this great nation (the others are Massachusetts, Virginia, and Kentucky). What's the significance of being a Commonwealth? Absolutely nothing. Commonwealths began with a government organized with the common consent of the people, whereas states began as royal colonies under consent of the British monarch. Useless knowledge, but interesting nonetheless.

injuries are worth more than your coverage limits, you're on the hook for the balance, which is why you need as much coverage as you can afford.

Property Damage Liability: This coverage is much easier to understand than bodily injury liability coverage. With this coverage, your insurance company will pay up to your coverage limit to repair property you damage, like cars, street lamps, buildings, etc. It does not, however, cover your own car. For that, you need collision coverage (see below). Anyway, the minimum required property damage coverage is only \$5,000. Cars are expensive, and so are service technicians' time. You'd be surprised at how few repairs can be done for \$5,000 or less. If the property damage you cause exceeds your coverage, you're on the hook for the balance, which is why you need as much coverage as you can afford.

COLLISION: Who pays for your car repairs if you cause an accident or are hit by an uninsured driver? You do, unless you have collision coverage. With collision coverage, your insurance company will pay up to your coverage limit³ to repair or replace your car so long as the repairs or value don't exceed the car's value. This is an optional coverage, so there is no minimum limit. Like everything else, if the value of your car or the cost of repairs exceeds your coverage, you're on the hook for the balance, which is why you need as much coverage as you can afford. Note that if you want collision coverage – and you should – most insurers require you to also buy comprehensive coverage (see below).

COMPREHENSIVE: Who pays to replace your car if it's stolen, or if it's damaged by fire, flood, vandalism, falling trees, hail, lightening, etc.? You do, unless you have comprehensive coverage, which will pay up to your coverage limit⁴ for all these things, none of which are covered by collision coverage. This, too, is an optional coverage, so there is no minimum limit. Like everything else, though, if the value of your car or the cost of repairs exceeds your coverage, you're on the hook for the balance, which is why

³ You'll have to pay your deductible, though.

⁴ You'll have to pay your deductible, though.

you need as much coverage as you can afford. Note that if you want comprehensive coverage – and you should – all insurers require you to also buy collision coverage.

GAP: Gap coverage is something few people seem to know about, but it's very important.

Your car is stolen, or totaled in an accident. The insurance company says it'll pay \$6,000 to replace it because that's the Actual Cash Value (ACV), but you still owe \$10,000 to the bank on the loan. What happens now? Well, the insurance company will send \$6,000 to the bank (the lienholder), and *you* have to pay the other \$4,000. Worse yet, you'll have to pay that \$4,000 right away. With gap coverage, your insurance company will pay the ACV *and* the balance of your car loan, leaving you with whatever you have in your bank account to put toward a new car. Gap coverage is optional, but if you owe more for your car than it's worth, you should definitely get it⁵.

FIRST-PARTY MEDICAL: No health insurance? No problem. First-party medical coverage is mandatory. It's basically health insurance for your accident-related injuries. Hurt your back in a car accident? Your insurance company will pay up to your coverage limit for the treatment and medication you need for your back injury regardless of who caused the accident. Have the flu? Totally unrelated to the car accident, so your car insurance company won't pay a dime for your treatment. The minimum required coverage is only \$5,000. We all know how expensive medical treatment can be, so be sure to get as much coverage as you can afford.

UNINSURED MOTORIST: Liability insurance pays people you injure in an accident. But what if you get hurt in an accident, and the knucklehead who hit you doesn't have car insurance? Happens all the time, particularly in big cities. Uninsured motorist coverage is optional, and it's your salvation in such a situation. If you're hurt in an accident caused by someone who doesn't have insurance, your own insurance company will pay you the value of your claim up to the limit of your uninsured motorist coverage. Because it's optional coverage, there is no minimum coverage. There is a maximum, though –

⁵ If you lease your car, your lease likely requires you to have gap coverage.

you can't buy more than your liability coverage, so be sure to get as much as you can afford.

UNDERINSURED MOTORIST: This is almost exactly the same as uninsured motorist coverage. The difference? This coverage applies where the knucklehead who caused your accident has insurance, but not enough to fully compensate you for your injuries. Again, your own insurance company will pay you the value of your claim up to the underinsured motorist coverage limit (after first deducting the money you got from the knucklehead's insurance). Like uninsured motorist coverage, underinsured motorist coverage is optional, so there is no minimum. There is a maximum, though – you can't buy more than your liability coverage, so be sure to get as much as you can afford.

STACKING: Stacking only applies to uninsured and underinsured motorist coverages. Though you can't buy more uninsured and underinsured motorist coverage than your liability coverage, you can "stack it." This means you multiply your uninsured and underinsured motorist coverage limit by the number of insured vehicles to get your total uninsured and underinsured motorist coverage. So, if you have three cars, and \$100,000 in uninsured and underinsured motorist coverage, your *stacked coverage* is \$300,000 (meaning you can collect up to \$300,000 from your own insurance company if your accident was caused by an uninsured or underinsured driver). If you have more than one car, definitely get the stacking coverage.

TORT OPTION: You must choose either full tort or limited tort. Both have a significant effect on your right to get paid for your pain and suffering if you ever get hurt in an accident caused by someone else. **CHOOSE FULL TORT!** Why? Well, that's what this thriller is all about. Keep reading, and feel free to contact me with questions.

And there you have it, folks. You now know the (totally boring) basics of Pennsylvania car insurance. Note, however, that the legislature is currently considering a bill to raise all the minimum coverage limits discussed in this chapter. So, by the time you read this, just know those minimum coverage limits might be higher.

CHAPTER 2: WHO'S COVERED BY YOUR POLICY (AND BOUND BY YOUR CHOICES)

Now that you know the (totally boring) basics of Pennsylvania car insurance, don't you want to know who's covered by your insurance policy? Or under whose policy you may be covered? They're great questions, and they're of pivotal importance.

The insurance code⁶ says your insurance policy applies to "you and the members of your household." That's not entirely true, though. Your insurance policy does, of course, apply to you, but it doesn't necessarily apply to *all* members of your household. In fact, the Pennsylvania Supreme Court has said it only applies to you, some relatives with whom you reside, and anyone specifically named in the policy.

Let's start with your relatives. First and foremost, they have to live with you (thus making them "resident relatives," as the code names them). If they're your neighbors – even if they're at the same physical address, but in a different apartment – they don't live with you. So they wouldn't be covered by your policy (and you wouldn't be covered by theirs). For the relatives with whom you do live, some, but not necessarily all, would be covered by your policy. Confusing, right? Let's flush this out a little. Here's a brief list, in no particular order, of the most often covered relatives:

- | | | |
|-----------------------|-----------------------------|-----------------|
| • Biological Children | • Adopted / Foster Children | • Step Children |
| • Grandchildren | • Grandparents | • Parents |
| • Siblings | • Aunts | • Uncles |
| • Cousins | • Nieces | • Nephews |

This list is not all inclusive, but it is pretty comprehensive. It identifies the resident relatives I most often see covered by insurance. Your choice of insurance – including limited tort coverage – applies to everyone on that list. Equally as important is that their choice of insurance applies to you, too⁷.

⁶ Pennsylvania Motor Vehicle Financial Responsibility Law, codified at 75 Pa.C.S. 1701 *et. seq.*

⁷ If you don't own a car, you're insured under your "resident relatives" insurance policies . . . and bound by their choice of limited tort coverage. Who are your "resident relatives? We'll get into that in a few pages. In the meantime, just make sure everyone with whom you live knows they need full tort coverage. Yes, it's more expensive, but it more fully protects you and everyone else covered by the policy.

Are nonrelatives with whom you live covered by your policy? Possibly, but usually not. When you bought your car insurance, you were asked whether you want your policy to cover anyone else – roommates, friends, boyfriends, girlfriends, same-sex partners, etc. If you wanted them covered, you named them in your application, and, if approved by the insurance company, they'll now be listed on your Declarations Page as "insureds" or "drivers." They're now covered by your policy, and, if named as an "insured," they're also bound by your choice of limited tort coverage⁸. If you didn't want them covered, you didn't name them, and they're not covered now. If you named them and the insurance company denied them coverage, they'll be listed on the Declarations Page as an "Excluded Driver," meaning they're not covered and not allowed to drive your car,

Not too complicated, right?

⁸ If they're merely listed as a driver, they won't be bound by your limited tort coverage unless they're a relative.

CHAPTER 3: WHAT THE #&@! (Heck) IS LIMITED TORT INSURANCE COVERAGE?

You're on the horn with your insurance agent after buying a beautiful new car. You bought your liability coverage, and now, if you're lucky, your agent asks whether you want full tort or limited tort⁹. "What's torque," you may ask (as so many do). Not torque, your agent chuckles. TORT.

I handle a lot of car accident cases. A lot. And I ask every potential client if they've ever heard the terms full tort and limited tort. The answer I hear most often? "Don't worry, Tom. I have great insurance. Full coverage!"

"Full coverage" is NOT full tort. "Full coverage" simply means you have the required coverages, and the optional comprehensive coverage (see Chapter 1). Full tort and limited tort, on the other hand, determine your right to get paid for your pain and suffering if you get hurt in an accident. With full tort, you keep an unrestricted right regardless of how serious your injuries are. With limited tort, that right is seriously limited – hence, limited tort. Here's the legal mumbo jumbo¹⁰.

Full Tort Option: The laws of the Commonwealth of Pennsylvania give you the right to choose a form of insurance under which **you maintain an unrestricted right** for you and the members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under this policy may seek recovery for all medical and other out-of-pocket expenses and may also seek financial compensation for pain and suffering and other nonmonetary damages as a result of injuries caused by other drivers.

Limited Tort Option: The laws of the Commonwealth of Pennsylvania give you the right to choose a form of insurance that **limits your right** and the right of members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under this policy may seek recovery for all medical and other out-of-pocket expenses, but not for pain and suffering or other nonmonetary damages unless the injuries suffered fall within the definition of serious injury. . . .

Notice the **"Full Tort Option"** specifically says you have the **unrestricted right** to get

⁹ Agents are required to ask, but many agents simply sell you the cheapest coverage available, which includes limited tort, without actually explaining what you're buying . . . and what rights you're seriously limiting.

¹⁰ The full statute, which I'm sure you're super excited to read in its entirety, is 75 Pa.C.S. 1705.

paid for your pain and suffering while the **“Limited Tort Option”** says you have a **limited right** – you must suffer a serious injury. What’s a serious injury? Great question. In Pennsylvania, it’s an injury resulting in death, serious disfigurement, or a serious impairment of a body function¹¹. I’ll get into much more detail about this in Chapter 5. For now, though, I just want you to think back to when you bought your insurance. Did your agent explain these two tort options to you? Did your agent explain that you seriously limit your right to get paid for your pain and suffering if you choose limited tort coverage? Did your agent recommend you choose full tort over limited tort? Or did your agent just shove a stack of papers in front of you and say “sign here”?

So limited tort seriously limits your right to get paid for your pain and suffering if you get hurt in an accident. But what, exactly, is pain and suffering? It’s probably a whole lot more than you think. Pain and suffering is, of course, the physical pain and suffering you experience, but it’s also the mental anguish, anxiety, shock, fright, depression, discomfort, inconvenience, distress, embarrassment, humiliation, loss of wellbeing, inability to work, inability to perform household chores, inability to care for your family, etc. It’s also the inability to enjoy life as you did before the accident, before your injuries, which “is as much a loss as an amputation of a body part. The inability to enjoy what one had once enjoyed and appreciated is a loss which can hurt as much as any physical injury”¹²

Can’t sit, stand, walk, ride in a car, sleep, exercise, paint, play the piano, ride a bike, drive, cook, clean, bathe, etc.? Or simply can’t do these things (and more) without pain? That’s all encompassed in pain and suffering, and your right to get paid for your inability to do these things (and so much more) is seriously limited by limited tort¹³.

Now that you know the difference between full tort and limited tort, doesn’t it seem pretty simple? **Keep your unrestricted rights with full tort**, or **seriously limit your rights with limited tort**. So why would anyone choose limited tort over full tort? Price, for starters.

¹¹ The seminal case, Washington v. Baxter, is an exhilarating read. Just kidding. It’s terribly boring, but it’s a must read – and a must know – for lawyers handling limited tort cases.

¹² Corcoran v. McNeal, 400 Pa. 14, 161 A.2d 367 (1960); Reist v. Manwiller, 231 Pa.Super. 444, 332 A.2d 518 (1974).

¹³ I’ll get into a lot more detail on this, and go over the criteria the Court considers in determining whether someone should be paid for their pain and suffering, in Chapter 5.

Because you keep your unrestricted rights with full tort, insurance companies charge you a higher premium for it. Not much higher (usually about 20%), but higher nonetheless. Other reasons? Lack of knowledge or understanding, or recommendation from the insurance company.

In preparation for writing this likely Pulitzer Prize winning book, I decided to get a quote from a major insurance company. A company with a massive marketing campaign. A company for which I see and hear dozens of advertisements every day on TV and radio and in print ads. I requested the same top-of-the-line coverage I currently have, for which this company wanted to charge me an astronomically high premium (twice as high as my current insurance company), and it *recommends* I chose limited tort, which it admits “limits my rights to sue in the event of an accident.”

Tort Option

You lower your insurance cost in exchange for limitations on your right to sue in the event of an accident. [Learn more](#)

Coverage	Change in Premium For 6 Months
<input checked="" type="radio"/> Recommended Limited Tort	✓ Current
<input type="radio"/> Full Tort	+ \$376

< Back Update [Save & Return Later](#)

Odd, isn't it? This major insurance company *recommends* I choose limited tort. It *recommends* I seriously limit my rights in exchange for saving a couple bucks. Hardly seems like it has my best interests in mind. Shouldn't your insurance company encourage you to fully protect yourself? Shouldn't it want you to be fully protected? Nope. The company may lose a few bucks by charging a smaller premium for your limited tort policy, but, in the event you're injured in an accident caused by another one of its insureds, the company could save tens of thousands of dollars because you've seriously limited your rights by choosing limited tort coverage. Remember – the insurance industry is a business, not a charity.

Don't get caught up in the higher premium for the full tort coverage in my above

example, either. As I said, the difference between limited tort and full tort is usually about 20% of the total premium. For the insurance coverage I requested, that 20% difference was \$376. Had I requested less insurance coverage, that 20% difference would have been much less. Don't believe me? Here's the Tort Election Form for one of my clients, who had insurance with another major insurance company.

Named Insured _____ Policy/App. No. _____ Date _____

NOTICE TO NAMED INSURED

A. **Limited Tort Option** — The laws of the Commonwealth of Pennsylvania give you the right to choose a form of insurance that limits your right and the right of members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under this policy may seek recovery for all medical and other out-of-pocket expenses, but not for pain and suffering unless the injuries suffered fall within the definition of **serious injury** as set forth in the policy, or unless one of several other exceptions noted in the policy applies. The annual premium for basic coverage as required by law under this limited tort option is \$ 373.

Additional coverages are available at additional cost.

B. If you wish to choose the limited tort option described in paragraph A, you must sign this notice where indicated below and return it. If you do not sign and return this notice, you will be considered to have chosen the full tort coverage as described in paragraph C and you will be charged the full tort premium.

I wish to choose the limited tort option described in paragraph A:

Signature of Named Insured _____ Date _____

C. **Full Tort Option** — The laws of the Commonwealth of Pennsylvania also give you the right to choose a form of insurance under which you maintain an unrestricted right for you and the members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under this policy may seek recovery for all medical and other out-of-pocket expenses and may also seek financial compensation for pain and suffering and other nonmonetary damages as a result of injuries caused by other drivers. The annual premium for basic coverage as required by law under this full tort option is \$ 410.

Additional coverages under this option are available at additional cost.

D. If you wish to choose the full tort option described in paragraph C, you may sign this notice where indicated below. However, if you do not sign and return this notice, you will be considered to have chosen the full tort coverage as described in paragraph C and you will be charged the full tort premium.

I wish to choose the full tort option described in paragraph C:

Notice the annual premium for the limited tort option? It's \$373 per year. And the annual premium for the full tort option? \$410 per year. That's a difference of only \$37 per year. Per year! That's a difference of only \$3.08 per month, or \$0.10 per day! Why would my client seriously limit his rights to save just \$37 per year? His agent recommended he choose limited

tort, but didn't tell him what limited tort is, and didn't tell him he was seriously limiting his rights. Absolutely ridiculous, and all too common.

So, limited tort seriously limits your right to get paid for your pain and suffering if you get hurt in an accident. But what about your medical bills (past and future), lost wages (past and future), property damage, rental reimbursement, etc.? The good news is that limited tort doesn't affect your right to get reimbursed for those things. It only affects your right to get paid for your pain and suffering.

Don't sell yourself short. You are priceless. Your family is priceless. Don't put a price on your pain and suffering by selling your right to get paid for it to save a couple bucks.

CHOOSE FULL TORT! And if you already have car insurance, check your policy right away. If you have limited tort coverage, call your insurance company and switch to full tort.

CHAPTER 4: EXCEPTIONS TO LIMITED TORT INSURANCE COVERAGE

Wait a sec. The law isn't black and white? There are exceptions? Hard to believe, I know, but it's true. There are actually six exceptions, and if any apply to your accident, you're automatically full tort. And with full tort, you have an unrestricted right to get paid for your pain and suffering. Note that if none of these exceptions apply to your accident, you'll have to "pierce the limited tort threshold" by proving you suffered a "serious injury." We'll delve into that in Chapter 6. IN the meantime, here are the six exceptions.

ANYONE NOT INSIDE A VEHICLE: This is actually not an exception, but I'm listing it anyway because it's so important. Tort options only apply when you're actually inside a vehicle. So, if you're hit by a car while you're walking, standing on the sidewalk, riding a bicycle, riding a motorcycle, etc., you're automatically full tort.

DUI: If the knucklehead who caused your accident is convicted of driving under the influence of alcohol or drugs, or if s/he accepts Accelerated Rehabilitative Disposition (ARD)¹⁴, you're automatically full tort. I've lost count of how many clients who have told me the knucklehead reeked of alcohol or marijuana. Unfortunately, this isn't enough for the exception to apply. S/He has to actually be *convicted* (or accept ARD) of DUI. So make sure the police come to the scene, and make sure they actually speak with the knucklehead so they can smell what you smell and make the arrest.

VEHICLE REGISTERED IN ANOTHER STATE: If the knucklehead was driving a vehicle registered in another state, you're automatically full tort. Lawyers get this wrong all the time, and it drives me absolutely nuts. Where the knucklehead lives doesn't matter; it's where the vehicle the knucklehead was driving is registered that controls. My parents live in Florida, and they visit us here in good 'ole Pennsylvania quite often. If they cause an accident while driving my car, does the exception apply? No! They may live in

¹⁴ Accelerated Rehabilitative Disposition (ARD) is a quasi-guilty plea, most often for first time offenders and minor offenses. The defendant pleads guilty and accepts a probationary sentence with certain conditions like community service, restitution to the victims, and rehab. Once the defendant successfully completes the ARD program, s/he can petition the court to expunge their record. If the defendant doesn't successfully complete the ARD program, their case gets put back on the trial list and they could face a much more serious sentence.

another state, but the vehicle they're driving (mine) is registered in Pennsylvania. Let's say my parents drive up here in their own car. One day, I decide to drive my parents' car to the supermarket, and I rear-end someone at a stop light. Does the exception apply? Yes! Even though I live in Pennsylvania, I'm driving my parents' car, which is registered in another state (Florida). Pretty simple, right?

INTENT TO INJURE: If the knucklehead intended to injure himself, you, or someone else when he caused the accident, you're automatically full tort. This situation applies most often in road rage incidents, but it's a really sketchy exception and not often invoked. Why? Because intentional acts aren't insurable. So if the knucklehead intends to injure himself, you, or someone else when he causes the accident, their insurance company likely won't pay you. You'll have to collect directly from the knucklehead, which is often pretty difficult to do.

UNINSURED VEHICLE: If the knucklehead didn't insure the car, you're automatically full tort. But you'd have to collect directly from the uninsured knucklehead. What's the likelihood s/he has money to pay you if s/he couldn't afford insurance? This is why it's so important to have the uninsured (and underinsured) motorist coverage described in Chapter 1.

BUSINESSES OF MOTOR VEHICLE DESIGN, MANUFACTURE, AND REPAIR:

Here's another exception not often invoked. If you're injured in an accident caused by a defective vehicle, you would be full tort in a claim against the designer and manufacturer of that defective vehicle (or part). For example, Ford has recalled millions of cars because of alleged defects in their ignition switches. If you were hurt in an accident caused by one of the alleged defective ignition switches, you'd be full tort in a claim against Ford. As for businesses involved in the repair of vehicles, that typically involves mechanics. I had a case in which my clients were hurt when an SUV rolled out of a mechanic's garage and t-boned my clients' car. Since the SUV was in the custody of the mechanic, who left the SUV in neutral when he parked it in the garage, my clients were full tort in their claims against the garage because it was in the business of repairing

motor vehicles. Another example? A colleague of mine had a case in which his client was hurt when she was hit by a tire that came off someone's car (while it was being driven). Turned out a mechanic had rotated the car's tires a few days earlier, and didn't tighten the lug nuts on that tire. So, my colleague's client was full tort in her claim against the mechanic.

OCCUPANT OF COMMERCIAL VEHICLE: If you get hurt while riding in a commercial vehicle – bus, taxi cab, limousine, etc. – you're automatically full tort in your claim against whoever caused the accident.

And there you have it, folks; the six exceptions to limited tort. If any of these exceptions apply to your car accident, you're automatically full tort and have an unrestricted right to get paid for your pain and suffering. If none of these exceptions apply, unfortunately, you'll have to "pierce the limited tort threshold" by proving you suffered a "serious injury."

CHAPTER 5: PIERCING THE LIMITED TORT THRESHOLD (AND GETTING PAID FOR PAIN AND SUFFERING)

This has been a pretty awesome read so far, right? I know; I know. More fun than root canal, for sure, but more fun than watching grass grow or paint dry? Don't you worry. It's time to really get this party started (que the Pitbull music)!

You got rear-ended, and your neck just hasn't been the same since. Months of therapy and pain killers, but it's just not getting better. Just when you think it can't get any worse, you get a letter from the knucklehead's insurance company – "We have confirmed you elected limited tort insurance, because of which you are not entitled to compensation for your injuries. We will now be closing our file."

Insurance companies love limited tort more than peanut butter loves jelly. Why? Because it's hard for an injured person to "pierce the limited tort threshold." Assuming none of the exceptions discussed in Chapter 4 apply, you'll have to prove you suffered a "serious injury." Doesn't sound too difficult, right? Wrong.

A "serious injury" is one resulting in death, serious permanent scarring, or a serious impairment of a body function.

You're reading this book. So, thankfully, you're not dead. But you also don't pierce the limited tort threshold under this standard.

Serious permanent scarring? That's not too tough either. It most often applies to significant facial scarring, but it can apply to other body parts if severe enough. The scarring has to be pretty severe, though. The less severe it is, the less likely it is you'll pierce the limited tort threshold under this standard.

Serious impairment of a body function? Now we're cookin' with gas. This is the most often applied standard, and, frankly, the most subject to interpretation. First and foremost, the injury doesn't have to be permanent, though most serious injuries are. Second, the injury doesn't have to be physical. It usually is, but an injury to the mind or nervous system can also pierce limited tort. After all, they, too, help the body function. Ever hear the expression "prisoner in his own mind"? Psychological injuries, no doubt, can be brutal.

Anyway, when determining whether the impairment of a body function is serious, there are a slew of important factors to consider: Here's a list of just a few of them:

- Particular Body Function Impaired
- Extent of Impairment
- Permanency of Injury
- Effect on Social Life
- Effect on Physical Activities
- Duration of Impairment
- Treatment Needed to Cure Injury
- Age and Pre-Accident Health
- Effect on Employment
- Susceptibility to Future Injury

I always liken the serious impairment standard to the old adage “beauty is in the eye of the beholder.” What I may think is beautiful, you may think is ugly. And what you may think is beautiful, I may think is ugly. That's why it drives me absolutely bonkers when clients say things like “my buddy got \$175 gazillion after his car accident, and he wasn't hurt as much as I am, so I should get \$300 gazillion.” No! I can't say it enough – No! No! No! No! No! So insanely frustrating. Again, the injury is important, but the most important factor – the factor with the most influence over the court and juries alike – is how your injury affected your life.

Charlie has limited tort car insurance, and he breaks his leg in a car accident. None of the exceptions apply, so he's definitely limited tort in his claim against the knucklehead who caused the accident. He's in a cast for 3 months, during which time he's in a wheel chair because he can't walk. He's out of work the entire time, and can't help his wife with the kids, doing household chores, etc. Worse yet, he's completely reliant on his wife to take care of him. After the cast is removed, he suffers through 3 months of intense physical therapy. Leg doesn't heal quite right, and now he walks with a cane and a permanent limp. Doctors said he could have surgery, but there's no guarantee it'll work, and it comes with significant risks (including death). So he doesn't get it. The leg will eventually develop severe arthritis, which will cause him additional life-long pain and discomfort. Does he pierce limited tort? Bad injury with serious long-term effects, and there was a pretty darn significant effect on his daily living, too. So, yeah, I'd bet my house he pierces.

Let's flip the switch now. Hank has been a quadriplegic for 10 years, having broken his neck diving into a shallow swimming pool. He lives with his parents, who have limited tort car insurance. On their way to a doctor's appointment, they're t-boned by a knucklehead who ran a

stop sign. None of the exceptions apply, so he's definitely limited tort in his claim against the knucklehead. He breaks his leg in the accident, and is in a cast for 3 months. Because he was already a quadriplegic and couldn't care for himself, his daily living, other than having to wear a cast, is virtually unaffected. After the cast is removed, he goes to therapy for a few months, and a therapist manually moves his leg to make sure the muscles don't atrophy too much. Leg doesn't heal quite right. Doctors said he could have surgery, but there's no guarantee it'll work, and it comes with significant risks (including death). Since it won't help him walk again anyway, the risks just aren't worth the reward. So he passes on the surgery. The leg will eventually develop severe arthritis, but he won't feel it because he's already a quadriplegic. Does he pierce limited tort? Bad injury, but virtually no effect on his daily living. And, as a quadriplegic, he didn't even feel the pain when it broke. Much tougher call than with Charlie in the first example, right?

Again, the injury is important, no doubt, but the most important factor – the factor with the most influence over the court and juries alike – is how your injury affected your life. You can't just walk into court and say "Please pay me; I'm really hurt!" You must get the diagnostic studies (X-Ray, MRI, EMG, CT Scan, etc.) to prove the injuries. You also have to treat to prove the pain and discomfort¹⁵. Every time you see the doctor, the doctor creates a record detailing your complaints and treatment, and detailing your physical abnormalities (like decreased ranges of motion, muscle spasms, etc.). The records are pivotal in proving you were actually hurt in the accident.

Your own credibility is also pivotal. Don't lie. You get caught in a lie, even a minor one, and you may never get your credibility back with the insurance company, the defense attorney, the judge, or the jury. As Samuel Clemens once wrote "You have nothing to remember if you tell the truth." Translation? It's much easier to remember the truth than to remember a lie. Tell the truth, and it will set you free.

Need a lawyer? Of course not. You can definitely represent yourself. Should you have a lawyer (even if it's not me)? Of course! You can replace the transmission in your car, but wouldn't it be better (and safer) to have a skilled mechanic do it? There's no sure fire formula

¹⁵ If you're not hurt, you shouldn't treat. Insurance fraud is a crime, and filing a bogus injury claim, and treating for the sole purpose of building a lawsuit, is, in fact, insurance fraud. Don't get caught up in that mess. It's totally not worth it.

for piercing the limited tort threshold, but an experienced limited tort lawyer knows what the insurance companies and juries are looking for. Leave it to the professionals, as the saying goes.

CHAPTER 6: THE LIST – COMMON ACTIVITIES AFFECTED BY INJURY

So we prove how serious an injury is by proving how it affected your life, right? What did you wear to work last Monday? What did you have for dinner last Thursday? What time did you go to sleep last Saturday? Silly questions, I know, but I bet you can't answer them. Why? Because you didn't consciously think about those things when you did them. And that's how it is with most things we do – we just do them. That's why it's so difficult to remember how pain affects our life – we just do most things, despite the pain, because we have to do them.

I always cringe a little when the insurance company's lawyer asks my clients to list the things affected by their injuries. Don't answer quickly enough, and they'll say my client needed to think too hard, so they're obviously lying. Answer too quick and they'll say my client has the whole thing already mapped out in their mind. Complain too much and they'll say my client's a crybaby looking to cash in at the knucklehead's expense. Don't complain enough and they'll say my client wasn't even hurt. What the . . . heck!

This is why I suggest all my clients keep a journal after their accidents. It isn't meant to be Doogie Howser's diary¹⁶. I don't want a complete recap of each and every minute of each and every day. Just enough that you'll have an easier time remembering things when the insurance company or its lawyer starts asking. Doing the dishes painful? Write it down. Shampooing your hair painful? Write it down. Work painful? Write it down. Stop going to the gym for a few weeks or months? Write it down. Changing your kids' diapers painful? Write it down. You get the point. And be sure to read the diary before you testify (and before we meet to prepare for your deposition) to help you remember things you've blocked out.

For those of you who didn't write things down, there's a lot you do in your everyday life. A lot more than you realize because you do these things without thinking too much about them. Here's a brief list of things I've heard my clients say, or my friends have heard their clients say. It is, by all means, not meant to be all encompassing, but it's a good start just to get you thinking about some of your everyday hardships. As you read through it, circle the things you have problems with so you don't forget them later (and start paying more attention to them now). Not on *The List*? Add it, and write it in your journal. Do something so you remember it later.

¹⁶ Don't know Doogie Howser? You missed out. It was a great show back in the early 90's. Neil Patrick Harris played Doogie, a 16-year old genius who finished college at 10 and medical school at 14, who struggled with being a teenage doctor while watching his friends enjoy normal teenage lives.

THE LIST

Every Day Stuff

- Standing
- Sitting
- Walking
- Running
- Laying
- Sleeping
- Walking
- Crawling
- Jumping
- Squatting
- Urinating
- Defecating
- Drinking
- Eating
- Smelling
- Tasting
- Stretching
- Bending
- Lifting
- Typing
- Writing
- Talking
- Squeezing
- Twisting
- Turning Head
- Dressing
- Tying Shoes
- Driving
- Laundry
- Vacuuming
- Putting on Shoes
- Crouching
- Walking Dog
- Making Bed
- Doing Dishes
- Caring for Kids

- Talking on Phone
- Carrying Purse
- Grooming Pet
- Washing Pet
- Entering Car
- Exiting Car
- Kneeling
- Grocery Shopping
- Exercise
- Wearing Heels
- Wearing Boots
- Dusting
- Pushing Stroller
- Going to Movies
- Going to Dinner
- Cooking
- Cleaning
- Ironing
- Watching TV
- Riding in Car
- Riding in Bus

Personal Hygiene

- Showering
- Bathing
- Brushing Hair
- Brushing Teeth
- Flossing
- Getting Dressed
- Trimming Nails
- Painting Nails
- Shaving
- Deodorizing
- Styling Hair
- Makeup
- Cleaning Ears
- Lotioning

Psychological Issues

- Insecurity
- Anxiety
- Depression
- Memory Loss
- Loneliness
- Nightmares
- Confusion
- Irritability
- Flashbacks
- Humiliation
- Fear
- Anger
- Short Temper
- Self-Doubt
- Obsessive
- Compulsive

Physical Activities

- Shoveling Snow
- Raking Leaves
- Using Tools
- Chopping Wood
- Stacking Wood
- Shopping
- Cleaning Pool
- Mowing Lawn
- Weed Whacking
- Trimming Trees
- Taking Out Trash
- Running
- Gardening
- Playing Instrument
- Weeding
- Bowling
- Skateboarding
- Sporting Events

- Moving Furniture
- Sightseeing
- Going to Gym
- Basketball
- Baseball
- Softball
- Ice Hockey
- Field Hockey
- Lacrosse
- Volleyball
- Tennis
- Golf
- Dancing
- Skydiving
- Rock Climbing
- Skiing
- Jet Skiing
- Water Skiing
- Swimming
- Diving
- Bicycling
- Snow Boarding
- Wake Boarding
- Sex
- Kissing
- Hugging
- Holding Hands
- Cuddling
- Massage
- Fishing
- Kayaking
- Snorkeling
- SCUBA Diving
- Boating
- Painting
- Pumping Gas
- Working on Cars

CHAPTER 7: FINAL THOUGHTS

I get it. Times are tough. Everyone saves money where they can; always robbing Peter to pay Paul. And with the insurance industry preying on our financial vulnerability with countless advertisements promising to save us money on our car insurance, it's only natural people will fall victim to the ploy. DON'T!

A car accident can be devastating. The aches. The pains. The hassle of getting the car fixed or replaced. But if you have limited tort insurance coverage, a car accident can be downright unfathomable. Limited tort seriously limits your right to get paid for your pain and suffering¹⁷, which is, of course, the physical pain and suffering you experience, but also the mental anguish, anxiety, shock, fright, depression, discomfort, inconvenience, distress, embarrassment, humiliation, loss of wellbeing, inability to work, inability to perform household chores or care for your family, etc. It's the inability to enjoy life as you did before the accident, before your injuries, which "is as much a loss as an amputation of a body part. The inability to enjoy what one had once enjoyed and appreciated is a loss which can hurt as much as any physical injury"

Can't sit, stand, walk, sleep, ride in a car, exercise, paint, play the piano, ride a bike, drive, cook, clean, bathe, etc.? Or can do those things, but not without pain? That's all encompassed in pain and suffering, and your right to get paid for your inability to do these things (and so much more) is seriously limited by limited tort.

Don't sell yourself short, folks. You are priceless. Your family is priceless. Don't put a price on your pain and suffering by selling your right to get paid for it just to save a couple bucks. **CHOOSE FULL TORT!** And if you already have car insurance, check your policy right away. If you have limited tort coverage, call your insurance company and switch to full tort. You were smart enough to buy insurance in the first place; now be smart enough to have the right insurance.

¹⁷ Don't worry about your medical bills (past and future), lost wages (past and future), property damage, rental reimbursement, etc. Good news is that limited tort doesn't affect your right to get reimbursed for those things. It only affects your right to get paid for your pain and suffering.

IF YOU REMEMBER NOTHING ELSE,

REMEMBER THIS:

FULL TORT = GOOD

LIMITED TORT = BAD

APPENDIX A: PROOF IS IN THE PUDDING (NOTABLE VICTORIES)

Most lawyers brag about their biggest recoveries, but these big recoveries don't tell you the true nature of the case or the legal skill required to lock down the win. If someone is killed in a car accident clearly caused by the defendant, does the case require a lot of legal skill and know-how? Does it require an aggressive, hard-nosed, ass-kickin' litigator?

Rather than brag about my biggest recoveries, I'll brag a little about *some* of my most difficult victories¹⁸. Victories that required legal skill and know-how coupled with aggressive, hard-nosed, ass-kickin' representation. After all, you don't want to know how well I handled the easy cases. You want to know how well I handled the difficult cases.

Confidential Settlement in Philadelphia County, PA with a major insurance company for bad faith insurance practices resulting from the company's failure to negotiate the settlement of a car accident claim in good faith.

\$1,500,000.00 settlement in Montgomery County, PA for a motorcyclist who was hit by an inattentive driver making a left turn.

\$1,100,000.00 verdict in Montgomery County, PA for an unlicensed, drunk motorcyclist who fell from his motorcycle while trying to avoid another motorist.

\$981,000 verdict in Berks County, PA for a FedEx delivery driver who slipped and fell while making a residential delivery during an active snowstorm.

\$800,000 verdict in Luzerne County, PA for an elderly woman who slipped and fell on a shoveled sidewalk when picking her grandson up from daycare.

\$500,000 settlement in York County, PA for a pedestrian hit by a car while parallel parking.

¹⁸ **DISCLAIMER:** The results are specific to the facts and legal circumstances of each case and should not be used to form an expectation that the same results could be obtained in other cases, even if inherently similar.

\$500,000 settlement in York County, PA for a man who broke his ankle when he fell from the second floor balcony of his rented apartment.

\$490,000 settlement in Philadelphia County, PA for a drunk man who broke his neck while in police custody after fighting a bartender and an off-duty police officer.

\$430,000 verdict in Camden County, NJ for a motorcyclist who fractured his fibula (non-weight-bearing shin bone) when he fell from his motorcycle trying to avoid a local resident who ran into the street from behind his parked cargo van.

\$410,000 settlement in Philadelphia County, PA for a pedestrian who fractured his ankle when he was hit by a passing car. This case settled during jury selection.

\$325,000.00 settlement in Schuylkill County, PA for a man who suffered a concussion after he was rear-ended by another car.

\$315,000 settlement in Montgomery County, PA for a teenager who tore the meniscus in her knee when t-boned by another motorist.

\$315,000 verdict in Lehigh County, PA for a man who fractured his elbow when he fell from the outside stairs, which did not have a railing, at his rental home.

\$313,000 verdict in Philadelphia County, PA for a man who broke his ankle when he fell down a flight of stairs as he tried to roll a motorcycle down from the second floor to the first.

\$250,000 verdict in Camden County, NJ for a man who aggravated his pre-existing neck and back injuries when he was rear ended by a distracted driver.

\$250,000 settlement in Montgomery County, PA for a man who aggravated a pre-existing shoulder injury when he was rear-ended by a sanitation truck.

\$250,000 settlement in Philadelphia County, PA for a man who aggravated a pre-existing back injury when he swerved violently to avoid hitting a car that made an illegal turn in front of him.

\$240,000 settlement in Monroe County, PA for a man who suffered neck and shoulder injuries when he t-boned a motorist who ran a red light.

\$240,000 settlement in Philadelphia County, PA for a man who broke his elbow when fell while walking to his seat on a SEPTA bus pulling off from a stop.

\$235,000.00 settlement in Montgomery County, PA for two motorists who suffered numerous broken bones when another car forced their car off the road and directly into a 100-year-old tree.

\$225,000.00 settlement in Montgomery County, PA for a woman who suffered PTSD after she was rear-ended by a tractor trailer.

\$210,000.00 settlement in Philadelphia County, PA for woman who injured her back when she stepped into an uncovered 6” drain pipe in a city street.

\$205,000 settlement in Berks County, PA for a FedEx delivery driver who his back when he slipped and fell delivering a package in Reading, PA.

\$200,000.00 verdict in Cumberland County, NJ for a woman who suffered facial scarring when the car in which she was a passenger t-boned a pickup truck that ran a stop sign.

\$175,000.00 settlement in Montgomery County, PA for a woman who slipped on ice in the parking lot of her apartment complex just hours after a snow storm ended.

\$150,000.00 settlement in Philadelphia County, PA for a woman who injured her knee when she slipped on water on the floor of a major grocery chain.

\$150,000.00 settlement in Philadelphia County, PA for a woman who injured her knee when she slipped on wet leaves in front of a local business.

\$150,000.00 settlement in Monroe County, PA for a woman who injured her knee when she slipped on water at a local hospital.

\$150,000.00 settlement in Philadelphia County, PA for an 11-year old boy who broke his leg when he tripped on a sidewalk covered by leaves.

\$150,000.00 settlement in Delaware County, PA for a motorcycle passenger who suffered a broken foot when she was thrown from the back of the motorcycle after it rear-ended a car.

\$150,000.00 settlement in Montgomery County, PA for a woman who broke her ankle when she slipped and fell on ice in the parking lot of her apartment complex just hours after a snow storm ended.

\$142,500.00 settlement in Chester County, PA for two motorists whose car t-boned a car that turned left from a side street directly in front of them.

\$140,000.00 settlement in Chester County, PA for a UPS driver who fractured his tibia (shin) when he fell off his truck during a routine delivery on his second day of work.

\$135,000.00 settlement in Berks County, PA for a 7-year old girl who needed 6 stitches after she was bit on the arm by her neighbor's dog while at her neighbor's house.

\$135,000.00 settlement in Lehigh County, PA for a FedEx delivery driver who suffered a concussion after he was rear-ended by another car.

\$125,000.00 settlement in Philadelphia County, PA for a woman who suffered neck and back injuries when her car was sideswiped by a UPS truck, causing only \$1,200 in property damage.

\$125,000.00 verdict in Philadelphia County, PA for a paraplegic woman who suffered neck and back injuries when her paratransit was t-boned by a motorist who ran a posted stop sign.

\$125,000.00 settlement in Union County, PA for a 19-year old who broke her leg when the driver of the car in which she was a passenger lost control and crashed into a modular home.

\$120,000.00 settlement in Camden County, NJ for a woman who lost a tooth and aggravated pre-existing neck injuries when she tripped on a milled area of pavement that was concealed by freshly fallen snow.

\$120,000.00 settlement in Delaware County, PA for a single mother who broke both her hands when she t-boned a car that turned left directly in front of her

\$115,000.00 settlement in Montgomery County, PA for a woman who injured her back when she was rear ended at a stop light. There was no visible damage to either vehicle involved in the accident.

\$100,000.00 settlement in Montgomery County, PA for a man who injured his neck when he rear-ended a woman who stopped short in front of him after she missed her exit on Route 202.

\$100,000.00 settlement in Montgomery County, PA for a homeless man who dislocated his knee when he slipped and fell on ice in the parking lot of a self storage facility.

\$100,000.00 settlement in Berks County, PA for a teenager who suffered a 5” laceration to her face when the car in which she was a passenger t-boned another car.

\$100,000.00 settlement in Franklin County, PA for a tractor trailer driver who injured his back when rear-ended by another tractor trailer.

I've also settled or gone to verdict on thousands of personal injury claims for \$100,000 or less. No case is too big or too small because it's justice I seek.

Want to see more? Check out the *Notable Victories* page on my website (www.gibbonslegal.com).

APPENDIX B: CLIENT TESTIMONIALS – PEOPLE ARE TALKIN’!

I’m a bit of a sports nut, particularly baseball. I’ve played competitive sports all my life, and still play competitive men’s softball and ice hockey. I also coach a few youth baseball and softball teams from March through October, and coach at least one winter baseball clinic, every year. First rule I teach all my players is to play with a smile – you always play better when you’re having fun. The second rule I teach my players is to let their play speak louder than their words. I hate trash talk, but I hate self-promotion even more. What does that have to do with this book? I’m a lawyer, and without clients, I’d be a lawyer without a job. So, knowing you’re probably wondering whether my actions speak louder than my words, I thought you might like to hear what some of my clients had to say¹⁹.

Roland E. (SEPTA Bus Accident): “I was in a SEPTA bus accident. After I got on the bus, the bus driver took off like a bat out of hell. I fell and broke my arm. All the lawyers I visited or interviewed told me to see Tom Gibbons. When I met Tom, he told me the truth. He told me this case is going to be really hard. But he promised me he would fight for me, and he did. I love Tom Gibbons. He’s more than a friend. He’s like family to me. Anytime I was depressed, any time I was feeling low, he’d give me a call and lift my spirits. We laughed about a whole lot of things, you know. Tom Gibbons is the best lawyer I’ve ever met. I’d recommend him to anybody.”

Mark G. (Slip and Fall): “I was carrying a motorcycle down the steps at my apartment, and the steps broke beneath my feet. I got hurt really bad. I called another lawyer, and I asked him for help. He said he couldn’t do it, and he referred me to Tom Gibbons. I was getting really depressed and thought my life was going to be over. Tom was always there for me. Every time I would start to feel down about myself, I would text or call him. He never told me not to, and never gave me an attitude about it. He would always be there for me, and talk me through things. He took care of everything from day one, and got things done for me. He’s my friend, and will be a friend for life.”

¹⁹ Want to see more? Check out my 200+ Google reviews or the Gibbons Legal channel on YouTube for video testimonials.

Anitra M. (Car Accident): “I was in a car accident. A guy came out of a parking space and t-boned me. His insurance company basically tried to say it was my fault. I was looking for a lawyer, and a few people recommended Tom Gibbons. He fought for me from day one. He explained the whole process to me. He wouldn’t accept that it was my fault. He made sure the driver and the insurance company were held accountable. It was never a problem getting in contact with Mr. Gibbons office or his staff, either. He even gave me his personal cellphone number for when I couldn’t get in touch with him at the office. I wish there were more attorney like him, who actually care about their clients! I’ll definitely keep in touch. I won’t take the money and run. LOL. Tom Gibbons – the lawyer who cares about his clients, not just his paycheck!”

Leroy A. (SEPTA Bus Accident): “I was lost and confused, and there were a lot of things I didn’t understand. I needed a lawyer. A friend of mine recommended Tom to me. I went to Tom, and he talked to me. He understood what I was going through. He said “don’t worry; I’ll take care of it.” This man actually bent over backwards for me. He reached out to me, and he took me by the hand like a little child. He guided me back to where I felt a little safe again. If you need someone to back you up, look for Tom. He’ll help you.”

Maria W. (Car Accident): “I was picking my son up from school, and I was t-boned. I called a couple lawyers, and they referred me to Tom Gibbons. He’s an excellent lawyer. He worked hard. His staff was very courteous, and they met all my needs. I never had a hard time getting a hold of Tom, either. He called me on weekends and after hours. I even have his cellphone number. Sometimes I e-mailed him, too. He would always get back to me right away. If there was something he couldn’t help me with, or if he wasn’t there, his staff was there. They were very courteous and would help me with everything. I was offered a settlement, and I wanted to settle for it, but he kept pushing me and telling me not to settle. He kept asking me not to give in, and saying he could get me more. And he did! Right before we went to trial, I was offered a really, really nice price. Tom is an excellent lawyer, and I’d recommend him to anyone.”

Salvatore D. (Trip and Fall): “Thank you for your time and advice. It really calmed me down and made me feel a lot better, and really educated me. Your advice was terrific. You really helped me out as a friend. You’re an incredible attorney.”

Alexandro T. (Car Accident): “I had a car accident, and a friend highly recommended I call Tom Gibbons. Tom made the whole situation a lot easier. His friendly staff made the whole process a very pleasant experience. One of the things I was the most content with is that he was very, very honest. Everything was so easy with him. I’m very happy with him and his staff, and if anything were to happen to me again, I wouldn’t hesitate to call him to help me out.”

Bruce S. (Car Accident): “I was walking, and was hit by a car. Left for dead in the middle of the street. Tom Gibbons took care of everything. Throughout the whole thing he kept me informed. He let me know what was going on. Christmas, birthdays, he was always there. Something would come in the mail. I’d definitely use Tom Gibbons for anything. He was awesome”

Cedric S. (Car Accident): “I was in a bad car accident. This gentleman had road rage; I was sitting at a stop sign and got hit by him. I was referred to Tom by a fellow softball player. I had another lawyer before I got Tom, and the person just wasn’t doing the job. So when my buddy from the softball team told me to get in touch with Tom, I called him up. I was really impressed with his work ethic. He made me feel at ease. He made me feel comfortable. He made me feel like a family member who was taken care of. That was the biggest thing. It’s been great having him on my side. It’s been so easy. He’s done all the work. He explained to us what was going on, what we need to do, and where we stood on the case and how long it was going to take. And his staff was always reaching out to us, too. Very friendly, always asking if there was anything they could do for us. Really a great experience.”

Francisco S. (Slip and Fall): “I had a fall accident, and had to get my leg amputated. I was able to acquire Tom Gibbons as my lawyer. Not only is he my lawyer, but he has been my friend. He has been there at the times I’ve called him. Every time that I left him a message, he has gotten back to me in a timely fashion. So if you get hurt, I say get Gibbons.”

Isabelle L. (Truck Accident): “My husband, Francisco, was in an accident. He doesn’t know how to speak English, so I’m here for him. Another lawyer recommended Tom Gibbons. He is a great lawyer. He told us everything; he explained everything to us. I’m so glad we had Tom Gibbons as our lawyer. I like his staff. They are real nice. They’d call me and talk on the phone about the case. I am happy here.”

Jessica H. (Car Accident): “I was rear-ended on my way home from work. The driver who rear-ended me stumbled away from the accident and denied he was the driver. Tom investigated and worked very hard to make sure he and his insurance company were held accountable. He was outstanding. I would recommend him highly, and would definitely use him again.”

Joyce M. (Car Accident): “I fell on the sidewalk and I broke my foot. I contacted a lawyer, and they referred me to Tom Gibbons. I’m just so happy they did.”

Linda O. (Car Accident): “I was sitting, waiting for a red light, and got rear-ended. I went to a lawyer, and they referred me to Tom Gibbons. I’m so happy they referred me to Tom Gibbons. He is dedicated, honest, and very, very, very, very, very good. I would highly recommend Tom Gibbons.”

Priscilla B. (Car Accident): “Tom is so good! He really had to fight for this case. He really went after the guy. He did an excellent job. And he wasn’t just my lawyer, either; he was my friend. I could call him at any time. He’s the best!”

Samuel H. (Car Accident): “I was t-boned by a police officer. My sister-in-law told me to get in touch with Tom Gibbons, and I did. We talked about the case. He told me it would be a tough case. They denied the case and were not trying to honor the fact that they were at fault. Tom fought very hard and got me a very, very good settlement. In actuality, I never believed that I would have settled for this amount of money or have quite the lawyer like Tom. I really didn’t know him in the beginning, but as the process went along, I came to trust and believe in him. He was a great lawyer, and is very, very good at what he does.”

Julissa B. (Car Accident): “I was in a car accident, and I was referred by my pervious lawyer to Tom Gibbons. He’s a good lawyer; he really helped me out. Anytime Tom wasn’t available, Lynne was available. She’d help me with anything. Anytime I called with questions, she was there to help. She called to make sure everything was fine and kept in touch with me during the case, and she would also send me letters to remind me of depositions and anything that was coming up or just to see how I was.”

Maxine S. (Paratransit Accident): “My daughter has special needs. She rode a Connect bus going to her day program, and she came home complaining about her neck hurting and asking if I could rub it. So, for a couple days, I was rubbing her neck. Finally she said “Oh yeah. By the way, mama, I forgot to tell you our bus was hit. They just transferred me to another bus and took me to my day program.” At that point, I was kind of upset and didn’t know what to do because no one called me to tell me that she was in a bus accident. So what I did was call a lawyer I knew, and he told me he had a real good lawyer for me. He told me to call Thomas Gibbons, and said he’ll take care of everything. Since that day, Tom has worked so hard for us. They were trying to say it wasn’t their fault, and that they didn’t have a recording of the accident. He just kept going at it and going at it. Mr. Gibbons always reassured me that he was not giving up on this because they were wrong. He wasn’t going to let them sweep it underneath the rug. He gave us very good results. We’re so very satisfied. He never gave up fighting, and we’re so happy about that.”

Terry S. (SEPTA Bus Accident): “I was in a bus accident. Was looking at my phone, and BOOM – bus crashed. I was recommended to Tom Gibbons by a family friend. He’s the real deal. The real deal. I’ve been in accidents before, and dealt with a lot of lawyers. I know about lawyers. But Tom Gibbons? Straight up and down real dude. Tom never ceased to amaze me. I recommend him to whoever. That’s a real good dude right there. I’m from the streets of Philadelphia. Whenever things get crazy, I call Tom. My peoples me just sitting around at the card table talking about something that’s wrong? Hey; call Tom. Real deal.”

Rodney W. (Car Accident): “I was in a car accident. A car blew through a stop sign and t-boned me. A friend of the family referred me to Tom Gibbons. Hiring Tom was one of the best decisions I ever made. He’s an excellent, excellent lawyer. He will fight and fight and fight until he gets you what you want. He’s very good.”

Willie Mae M. (Car Accident): “I was in a car accident. I had another lawyer, but he said he couldn’t do anything for me. I then met Tom Gibbons. He spoke at a seminar at my church, and I thought he did a great job, so I hired him. He has been very helpful. He worked with me, and gave me good instructions. I was very impressed. He never left me alone; he always kept in contact while he was working. And he worked . . . until he worked it out. I am very happy with Tom. He is a very good lawyer.”

Jason H. (Car Accident): “I was the victim of a car accident. I was going through a stop sign, and whoever was driving in the other direction blew their stop sign and hit me head on. A friend of the family sent me to Tom Gibbons. He worked really hard for me. They had given us petty little officers, and Tom turned them down. He fought, and he fought, and they offered a really nice settlement right before trial. I really thank Mr. Gibbons. He did an excellent job. A wonderful job. Very patient guy, very patient. He’s a really great guy. Really personable and down to earth. You can talk to him about anything. He’d sit on the phone with me for a half hour if he had the time. I’m really grateful, really thankful. It’s like a dream come true almost. He’s the lawyer you want. Honestly. Tom’s the lawyer you want to get.”

Virginia G. (Car Accident): “I was in a really bad car accident, and I hurt my back. I sought Tom Gibbons as my lawyer because my mom referred me to him. She used him a couple times before, and she was really happy with him. I met him, and I loved him. And everyone who works for him is awesome and really friendly. He will call you to make sure everything is ok. He’ll always keep you up-to-date with everything that is going on. I didn’t really have to do anything. He did everything. He was great! He treated us like family. He always asked me about my kids and my mom and dad. He’s just awesome. I loved him, and I would recommend him to anyone.”

Samuel P. (Car Accident): “Mr. Tom Gibbons is my attorney. I got introduced to him when I got in this bad accident. I noticed a lot of quick actions with a lot of results. Regarding his services, Tom goes above and beyond. He goes far and beyond your expectations. He looks cool and calm, but he is action packed. He knows what he is doing.”

Michael B. (Car Accident): “I was in a car accident, and a friend told me to call Tom Gibbons. He fought for me, and got me paid. I had other cases before, and the lawyers didn’t fight for me at all. I ended up not getting money at all, even after four years. Not with Tom Gibbons. And he isn’t just my lawyer now. He’s my friend. He made me feel like part of the Gibbons family. I can call him and get advice on anything I needed. He was always there. He’d send me cards every holiday, and send me and my wife cards on our birthdays. He is a very good guy, and I would recommend him to anyone.”



ABOUT TOM GIBBONS

A nationally acclaimed trial attorney, Tom is the founder of Gibbons Legal, P.C., where he's the firm's managing partner and lead trial attorney.

Tom began his legal career prosecuting criminals and protecting victims' rights with the Montgomery County (Pennsylvania) District Attorney's Office. He thereafter spent several years working for the insurance companies, defending their insureds who hurt others in car accidents, slip and fall accidents, and work accidents. That work, however, was very unsatisfying, because of which he redirected his efforts to helping those hurt by others.

Many of Tom's cases have been featured by local, national, and international news outlets, including Fox News, ABC News, CBS News, CNN, MSNBC, Inside Edition, The Associated Press, The Los Angeles Times, The Philadelphia Inquirer, The London Times, The Daily Mail (United Kingdom), and countless law blogs. One such case, a police brutality claim against the City of Philadelphia, resulted in \$490,000 settlement and the City launching a massive investigation into its use of Emergency Patrol Wagons and the manner in which detainees are transported.

In addition to his trial practice, Tom teaches trial strategy and technology at Temple University School of Law's prestigious LL.M. in Trial Advocacy program, where he earned his Master's Degree in trial law (with honors).

Outside the courtroom, Tom is a devoted husband to Maria and dad to Jude, Abby, and Penny. He enjoys coaching little league, hosting magical imaginary tea parties, and otherwise playing with his kids. He's the world's "#1 Dad," as voted by his awesome kids, who gave him the world's greatest homemade trophy. He's also an avid sports fan, particularly baseball, and



still plays competitive men's slow-pitch softball. As the manager and power hitting first baseman, he helped his team win the Pennsylvania state championship, and finish 9th at the national championship, in 2014.

Tom is also a published author, having published a number of books written to educate the public on various legal topics. His first book (*Got Hurt? Forget the Silly Lawyer Ads....*) is a how-to guide to finding the right lawyer for your case (even if it's not Tom), and it was a #1 New Release on Amazon in 2015.

Tom is licensed to practice law in the state and federal courts in Pennsylvania and New Jersey.

Awards and Recognition

- Top 10 in Pennsylvania (National Academy of Personal Injury Attorneys)
- Top 10 in Pennsylvania (American Institute of Personal Injury Attorneys)
- Top 10 in Pennsylvania (American Jurist Institute)
- Top 40 Under 40 (National Trial Lawyers)
- Top 2.5% Younger than 40 (SuperLawyers: Rising Star)
- Top 1% in Pennsylvania (National League of Renowned Attorneys)
- Top 1% in Pennsylvania (Distinguished Justice Advocates)
- Top Trial Lawyers in America (Million Dollar Advocates Forum)
- Top 100 Trial Attorneys (National Trial Lawyers)
- Premier 100 Trial Attorneys (American Academy of Trial Attorneys)
- Top 100 (America's Top 100 Lawyers)
- Best Attorneys of America (Rue Ratings)
- Top Personal Injury Attorney (Avvo)
- Top Car Accident Attorney (Avvo)
- Perfect 10: Superb (Avvo)
- Clients' Choice (Avvo)

Education

- Master's Degree (LL.M.) in Trial Advocacy: Temple University School of Law
 - With Honors
- Juris Doctor: Thomas M. Cooley Law School
 - Awards for Excellence in Trial and Appellate Advocacy
- Bachelor of Arts: Bloomsburg University
 - Political Science National Honor Society
 - Teaching Assistant: Constitutional Law and Political Science



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