When I sit down with a new client after a wreck, one of the first documents I ask for is the declarations page from every auto policy that might touch the crash. Not because paperwork soothes lawyers, but because the limits and exclusions on those pages decide the size and shape of the fight ahead. Policy language is the battlefield. A sympathetic adjuster or a crisp demand letter will not stretch a policy that caps recovery at a hard number or bars coverage outright. Understanding where the coverage starts, where it stops, and how to hold the carrier to its promises is the quiet, technical work that often determines whether a client walks away whole or still burdened.

Why policy limits control so much of your outcome

Personal injury verdicts can reach seven figures, but most auto claims resolve inside the box drawn by insurance limits. The person who hit you might carry only the legal minimum, sometimes 25,000 per person and 50,000 per crash, depending on the state. If your medical bills alone are 90,000, the at-fault insurer may tender their full limits quickly. That check feels like progress, but it can also signal the ceiling if there is no excess coverage to climb into. This is why a car accident lawyer spends the early days mapping all possible policies and endorsements, then evaluating exclusions that could cut a leg off the chair when you try to sit.

Limits and exclusions do not exist only on the at-fault driver’s policy. Your own policy can close gaps or open doors. Uninsured and underinsured motorist coverage can step into the shoes of the negligent driver. MedPay or PIP can stabilize cash flow while treatment continues. An umbrella policy might add a million or more in available coverage, but only if the auto policy is scheduled to the umbrella and no exclusion blocks the path. On the flip side, household or livery exclusions can wipe out coverage you assumed was there.

Reading the declarations page like a roadmap

The declarations, or dec, page is the index to coverage. It lists named insureds, vehicles, premiums, and limits, along with endorsements by code. It seems simple, but every line matters. If the at-fault driver is not a named insured and not a *auto accident attorney settlement help* listed driver, does the policy still follow them as a permissive user, or does a named driver exclusion cut them out? If the vehicle is not on the schedule because it was recently purchased, does a newly acquired auto clause grant temporary coverage?

I begin with limits because they set expectations. If I see bodily injury limits of 100,000 per person and 300,000 per accident, property damage at 50,000, and underinsured motorist coverage that mirrors those limits, I already have a sense of the runway. Then I look at the endorsements. Endorsements are where the company adds or subtracts coverage from the base policy. A rideshare endorsement for Uber or Lyft activity can be the difference between a denial and a tender when the crash occurred while the app was on.

One of the more common surprises arises when clients discover their own UM or UIM limits are lower than they thought. In some states you can stack policies, combining multiple vehicles or policies for higher UM/UIM limits. In others, anti-stacking provisions restrict that. A careful read of the stacking language tells me whether a 50,000 UM limit on two cars equals 100,000 available, or only 50,000 because the policy prohibits stacking.

How exclusions shift fault into financial exposure

Exclusions are the “not covered if” clauses, and they come in two flavors. Some exclusions are public policy, for example no coverage for intentional harm. Others are business choices, such as no coverage while delivering food or passengers for a fee unless you buy a separate endorsement.

A few exclusions show up over and over again in the files on my desk:

- Livery or commercial use: If you are driving for a rideshare or delivering for an app, a personal policy often excludes coverage while you are logged in or on a fare. Rideshare platforms typically provide tiered coverage that changes the moment the app toggles on. If the other driver was working a gig, I pull the trip logs fast and track which insurer is on the hook for which phase.
- Household or intra-family exclusions: Some policies restrict claims by family members against each other, or they reduce limits sharply, a step-down provision. These clauses can collide with state law. In certain jurisdictions, courts strike down broad household exclusions as against public policy, or require specific notice to enforce a step-down. A car accident lawyer will check the case law before conceding a denial.
- Owned but not insured vehicle: If a person owns a vehicle but did not add it to the policy, coverage may not extend to accidents in that vehicle. This becomes painful in multi-car households where one car quietly dropped off the policy. Newly acquired vehicle language can rescue coverage for a short window, often 14 to 30 days, if conditions are met.
- Named driver exclusions: A policy can expressly exclude a driver by name. If that person was behind the wheel during the crash, the insurer will likely deny coverage. Whether an exclusion is valid depends on how conspicuous and specific it was, and on state-specific rules.
- Punitive damages: Many policies exclude coverage for punitive or exemplary damages. That does not prevent a jury from awarding them, it only means the defendant must pay those amounts personally. When punitive exposure is credible, it changes negotiation dynamics and bad-faith leverage.

Insurers rely heavily on these provisions. I rely just as heavily on reading the policy against state statutes and appellate cases. The same clause can have very different teeth across a state line.

The conversation between liability, UM/UIM, and MedPay or PIP

Coverage after a crash rarely flows from one faucet. More often, several streams blend and must be coordinated. If the at-fault driver’s insurer tenders its 25,000 limit, that does not necessarily end the claim. I might open a UIM claim with my client’s carrier, seeking the difference between the tortfeasor’s limit and my client’s damages up to the UIM limit. Meanwhile, MedPay or PIP can keep providers from sending accounts to collections.

Lawyers who do this work every day keep a mental abacus of offsets and credits. MedPay payments sometimes reduce the eventual UM recovery, depending on the policy. Health insurance subrogation clauses may give the plan a claim on settlement funds, sometimes reduced by attorney’s fees or limited by federal rules for ERISA or Medicare plans. The order of settlement matters. If you accept a liability settlement release that purports to waive UM claims, you can shut your own door. I frame releases carefully and seek carrier consent where required to preserve first-party rights.

Take a simple example. A client fractures a wrist, racks up 18,500 in medical charges, misses eight weeks of work at 1,000 per week, and has ongoing therapy. The at-fault driver has 30,000 limits. My client has 50,000 UM/UIM and 5,000 MedPay. We might use MedPay to cover early therapy and co-pays. We secure the 30,000 from the at-fault carrier, but we document the wage loss and residual pain to justify a UIM claim for additional funds. The client’s health insurer paid 12,000 of the bills at negotiated rates, and they assert subrogation. We negotiate that lien down, often by one-third or more to account for fees and equities, and structure the UIM settlement to address the net recovery. None of this is glamorous, but it is where real dollars are found or lost.

When multiple claimants and one policy collide

One of the hardest conversations is with a family in a multi-injury crash when the at-fault driver carries a split limit policy of 50,000 per person and 100,000 per accident. If three people are badly hurt, the carrier must apportion the 100,000 among all claimants. There is rarely a perfect solution. When possible, I reach out to the other claimants' counsel early to share medical snapshots and consider proportional splits. If a wrongful death is involved, many states prioritize that claim.

The carrier's duty is to act reasonably and protect its insured from excess judgments. That duty becomes acute during time-limited policy limit demands. If a claimant makes a clean, reasonable demand within a fair timeframe, and the insurer refuses or delays without good reason, the insurer can face bad-faith exposure. In practical terms, a mishandled demand can open the door to recover beyond the stated limit, but this is not a trick. The demand must be fair, supported by records, and free of poison pills. I spend time getting those letters right, because a sloppy demand gives the insurer cover.

Tendering limits is not the end of the story

When an insurer tenders its limits, it often asks for a global release of the insured, or a release of all claims. That can be fine, but the release language matters. If the crash involved other potentially liable parties, such as an employer, a vehicle owner, or a product manufacturer, a broad release can accidentally wipe out claims we still need. I negotiate limited releases that carve out other tortfeasors. And when UM/UIM is in play, I will not sign a release that prejudices first-party rights without the UM carrier's written consent or a waiver of its subrogation.

Some clients ask, can we refuse policy limits and keep fighting for more? We can, and sometimes should. If liability is crystal clear and the damages dwarf the limit, we may accept the limit while reserving claims against others or preserving bad-faith angles. If the only defendant is a judgment-proof individual with minimum limits and no umbrella, it rarely makes sense to chase a personal judgment that cannot be collected. A car accident lawyer weighs collectability as heavily as legal theory.

Umbrella and excess policies, the often overlooked lifelines

Umbrella policies add liability limits above home and auto. They typically require the underlying auto policy to carry certain minimum limits, and they are triggered only after the primary limits are exhausted. Umbrellas also carry their own exclusions. Many exclude business pursuits, intentional acts, and certain vehicles. Still, I always ask the at-fault driver in discovery about umbrellas, and I search for them in corporate or household contexts.

The other place umbrellas hide is on the client's side. A family may keep a 1 million umbrella for peace of mind. That umbrella can sometimes extend to UM coverage if the policy is written that way. In many states, UM on umbrellas is optional and must be affirmatively selected. If selected, it can transform a marginal case into a fully compensable one. If not, the absence can still matter. Some states require insurers to offer UM on umbrellas in writing, and defective offers can create coverage by operation of law.

Rental cars, borrowed cars, and the chaos of permissive use

Coverage follows the vehicle first, then the driver. If you borrow a friend's car with permission, their policy generally covers you as a permissive user, up to their limits, then your own policy may provide excess coverage. But exclusions can complicate that. A step-down clause may reduce limits for permissive users. A named driver exclusion can apply. If you drive a rental car, the rental agreement and your credit card benefits join the tangle. Some states require your personal auto insurer to cover rentals as if they were your own car, while others allow the rental company's policy to sit first. I have settled claims where three policies contributed small shares after parsing these relationships.

When the driver is a minor, ownership and permission issues combine with state-specific family purpose doctrines. Parents can be liable for a teen's negligence through ownership or negligent entrustment. That opens the parents' policy and any umbrella sitting above it. On the flip side, an intra-family exclusion might limit the payout if the injured person is a household member.

Government vehicles and statutory caps

Suing a city, county, or state agency for a crash introduces a separate set of limits, often fixed by statute. Damage caps may apply, sometimes in the low six figures per person, and notice requirements are strict. Miss a notice deadline and your claim can die on the vine. Exclusions in the government's policy are less relevant than sovereign immunity, but a car accident lawyer treats those caps as another kind of policy limit. I file notices promptly, preserve claims against individual employees where appropriate, and look for non-government defendants such as contractors.

Evaluating the real value of a case against fixed limits

Numbers on a page do not tell the whole story. A client with 30,000 in medical bills might still justify a six-figure settlement if she suffered a traumatic brain injury with cognitive changes and career impact. Conversely, 100,000 in billed charges might shrink after contractual reductions and reveal a more modest case. I value cases with a blend of data and lived experience, then map that value against the coverage stack. If the stack cannot support the fair value, the strategy becomes finding additional coverage or preserving bad-faith leverage.

Here is where exclusions undergo stress tests. If an insurer denies coverage on a shaky exclusion, I may file a declaratory judgment action while prosecuting the injury case. That parallel track is not ideal for clients who need closure, but it can be necessary. Courts decide coverage questions on contract law, often before the injury case reaches trial. I prepare clients for that reality and, when possible, negotiate a stay or tolling that allows medical recovery to continue while coverage is litigated.

Bad faith, time limits, and the art of the demand letter

Not all states recognize the same flavors of bad faith, but most impose a duty on insurers to settle claims within limits when liability is clear and damages exceed those limits. Time-limited demands are tools to trigger that duty. The letter sets out the facts, attaches key records, states the demand within the policy limit, and offers a reasonable window, often 20 to 30 days, for payment. I avoid traps that courts see as gotchas, like hypertechnical formatting requirements or impossible deadlines. If the insurer blows the opportunity, and a later verdict exceeds the limit, the insured can assign their bad-faith rights to my client. That path is not common, but it is real.

The line between fair leverage and brinkmanship matters. Families read these letters. The at-fault driver might be a teacher or a retiree with no assets. My job is to maximize recovery for my client while maintaining integrity. A solid demand sets a professional tone and establishes a record that judges respect.

Health insurance liens, Medicare, and who gets paid from what

When settlement checks arrive, others reach for them. Hospitals may record liens. Medicare and Medicaid assert statutory rights. ERISA plans claim reimbursement under plan terms. A car accident lawyer tracks these from day one. I notify Medicare's contractor early, so final demands arrive before disbursement. I challenge hospital liens that overreach, especially when they attach to liability funds but ignore negotiated rates. I examine ERISA plan language to see if it truly grants full reimbursement or if common fund and made-whole doctrines apply. The

difference can be tens of thousands of dollars that either go back into a corporate plan's coffers or into my client's rehab budget.

Rideshare and delivery crashes, a special thicket

Rideshare policies split coverage by period. App off, the driver's personal policy applies. App on but no ride accepted, contingent liability coverage often applies with lower limits. En route to pick up or on a trip, higher commercial limits kick in, frequently 1 million. The facts of when a ping arrived or when a ride ended become coverage facts, so I subpoena trip data early. Food delivery can be worse. Some platforms provide minimal or no auto coverage, and personal policies exclude delivery use. If you were hit by a delivery driver, coverage might exist only through an umbrella or employer policy, or you may end up in your own UM claim. I set expectations candidly, then build the case around the coverage lanes that remain.

Choice of law and out-of-state problems

A crash in one state with policies issued in another can invite choice-of-law issues. Anti-stacking clauses valid in one state might be void in the forum state. Household exclusions treated harshly in State A may be enforceable in State B. When the facts straddle borders, I analyze which state's law likely applies to the policy and to the tort. Sometimes that means filing in a forum with better public policy for injured people. Other times it means adjusting the valuation because an exclusion will stick.

What clients can do to help us spot coverage and avoid traps

You do not need to become an insurance expert overnight, but a few practical steps make a real difference.

- Gather every policy and declarations page you can find for your household, including auto, umbrella, and homeowner policies, even if you were not driving.
- Do not give recorded statements to the at-fault insurer before you speak with counsel, particularly when exclusions like commercial use might be in play.
- Tell your lawyer about gig work, side hustles, or app use at the time of the crash, even if it seems unrelated. Those facts move coverage between policies.
- Keep all medical bills and EOBs, and share health insurance details. Liens and offsets ride on those numbers.
- If you receive a lien notice or a hospital letter, forward it immediately. Deadlines to dispute or reduce liens can be short.

These small actions help a car accident lawyer shore up coverage while the clinical side of your recovery unfolds.

A few lived examples from the file room

A delivery driver t-boned my client in a suburban intersection. The driver's personal insurer denied coverage under a delivery exclusion. The platform's policy provided only 50,000, and medical bills were already 62,000. We found two additional sources. First, the driver's roommate, who owned the car, carried a separate policy with permissive user coverage that had not been triggered because the claim was framed only against the driver. Second, my client had 100,000 UIM. The combined recovery was enough to cover treatment and put money in savings. None of it would have surfaced without scrutinizing title records, the policy schedule, and the roommate relationship.

In another case, a teenager crashed his parents’ SUV with his girlfriend as a passenger. The parents’ policy had a step-down for non-resident permissive users, but the teen lived in-home. The insurer tried to argue the girlfriend’s claim was barred by an intra-family exclusion because she spent many nights at the house. We proved separate residency using school records and mail. The exclusion did not apply, and the full per person limit paid.

Finally, a wrongful death case against a municipal utility vehicle. The statutory cap sat at 300,000, less than funeral costs and support losses. We issued timely tort claim notices and searched for secondary defendants. A private contractor had serviced the vehicle’s brakes days earlier. Their insurer carried 2 million. The case resolved within a year for amounts the family could use, not just the cap.

How a lawyer turns opaque documents into a recovery plan

The work looks like this from the inside. On day one, I gather facts, police reports, and medical triage. Within the first week, I send preservation letters to potential defendants and request all relevant policies. I ask clients to authorize their own insurers to release certified copies. I chart the coverage: liability limits, UM/UIM, MedPay or PIP, umbrellas, possible employer policies, and any rental or permissive use layers. I review exclusions, then the case law that blesses or blunts each. I forecast the likely value of the claim based on injury type, venue, and comparable verdicts, and I lay that next to the coverage stack. If the stack looks thin, I widen the search.

Communication is constant. I tell clients the truth about ceilings and doors. I do not promise verdicts when limits are firm, but I do promise a disciplined approach that seeks every available dollar within the rules. Most families do not care about policy construction arguments. They care whether they can finish rehab without debt, keep a roof over their kids, and get back to work without being crushed by bills. A car accident lawyer’s job, at its core, is to translate an insurance contract into those real outcomes.

Where we land, case by case, depends on many things outside our control. But the shape of the result, especially in limit cases, often turns on quiet choices made in the first thirty days. Ask early about policies. Read the exclusions without flinching. And remember that behind the sterile language of “coverage not afforded” sits a human story we are trying to finish well.