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You can sue your own insurance company in Pennsylvania if its does something wrong. We realize you prefer not to have to sue anyone. The best situation is that your insurance company simply pays what it owes you. In reality, though, it may refuse to properly handle your claim .

The 3 main types of actions you may file are:

- **"breach of contract"**. This is typically where the insurance company broke one of the rules in your policy. That is, you believe they did not comply with the terms in your policy. If you can prove they breached the contract of insurance, your damages could include: (1) "actual" (financial/economic) damages and (2) "consequential" damages (damages that happened as a result of their breaking the contract). An example of consequential damages would where the insurance company didn't pay for the property damage to your car and as a result you ended up having to pay for a rental, a hotel, or maybe you missed a pre-paid trip.
- **"unfair trade practices"**. Pennsylvania has a consumer protection law (cited at 73 Pa CS Section 201-1 et seq). This law that protects you as a consumer who purchased insurance. Under this law, the insurance has to be for a "household purpose". Auto Insurance for the family car and Homeowners Insurance are examples. If your insurance company has done something either while you have been a policyholder, or during the actual claim, which is "unfair or deceptive", you may have rights under this law. If so, you could seek actual monetary damages (also called "compensatory" damages). At the Court's "discretion", you may also be reimbursed attorneys' fees and costs you spent in pursuing the case; and, possibly triple damages. Some examples where the Courts have found a violation include false advertising and misrepresenting terms or conditions in the insurance policy.
- **"bad faith"** Pennsylvania law says that where you have an insurance contract, the insurance company must act in good faith toward you. This law is cited at 42 Pa CS Section 8371 et seq. Your insurance carrier has an obligation to treat you fairly when investigating, evaluating and paying your claim. To prove a case, you will want to show that they took some unreasonable action in your claim and they then recklessly disregarded the fact that they were being unreasonable. Examples are: denying your claim despite facts clearly indicating they should pay; or, unreasonably relying on a doctor they hired to review your claim; or, refusing to pay a claim when it becomes clear they should, and then continuing to deny payment without a valid reason.

This is not intended to be, nor is it, legal advice. You should consult with an experienced lawyer about the specific facts of your case. We would be happy to speak with you about your case.