***[Basic Rear-End Auto Demand Template]***

(Date)

**VIA CERTIFIED MAIL**

**RETURN-RECEIPT REQUESTED**

XXX Insurance

1949 East Sunshine St.

Springfield, MO 65899

Re: Claim No.: xxx

Our Client: xxx

Your Insured: xxx

Date of Loss: July 4, 2018

**Time-Limited Holt Demand for Settlement of Claim**

Dear XXX Insurance:

 Please review the following settlement demand package for my client, XXX:

**Facts of Loss and Determination of Liability**

 Ms. XXX’s claim for bodily injury damages arises out of a collision caused by your insured, Mr. YYY. The following material, including medical reports, bills, receipts, analysis, evaluations, and other documents, has been compiled to evaluate the liability of your insured, the nature of Ms. XXX’s injuries, and the extent of damages sustained by Ms. XXX as a result of the automobile accident occurring on or about INSERT DATE HERE. Ms. XXX seeks redress for injuries and damages sustained in this loss, the facts of which follow below. Liability for this loss lies solely with Mr. YYY as he caused the crash at hand to occur by following too closely and slamming in to the back of our client’s vehicle. Ms. XXX did not contribute in any way to the cause of this loss as she was a passenger and unable to use any evasive maneuvers to avoid the collision.

This material is being submitted to you for purposes of settlement negotiations only. Your review of this information is under the condition that information contained herein shall not constitute an admission by Ms. XXX and that nothing contained herein shall be admissible against Ms. XXX at any future hearing or trial. We are submitting this material and communicating the information contained herein in a good faith attempt to reach a compromise settlement and for no other purpose.

*Summary of Loss*

 On July 4, 2018 at approximately 2:00pm, Ms. XXX was driving her 2018 Lamborghini Aventador Coupe on I-85 in Atlanta, Georgia and came to a stop for traffic ahead. Your insured was driving behind our client, followed too closely, and struck her vehicle from behind. For more details and a diagram of the incident, please refer to the attached police report and photos below.

INSERT REALLY BAD CRASH PHOTOS HERE

After the collision occurred, the police were called and Officer of the Police Department responded to the scene. Upon investigating the scene and interviewing the drivers, Officer issued your insured a citation for “following too closely” in violation of O.C.G.A. §40-6-49 and drafted the police report attached. So, but for, your insured’s negligent actions as stated above, this collision would not have occurred. This sequence of events, with no intervening or superseding actions, indisputably led to the damages and injuries suffered by Ms. XXX outlined below. Your insured’s negligence is therefore the proximate cause of the Ms. XXX’s losses.

Our client is entitled to fair compensation for her physical, emotional, mental, and financial injuries sustained as a result of this loss. XXX Insurance has prepared a thorough investigation and concluded that your insured is at fault. We are prepared to file suit to obtain a proper recovery for Ms. XXX; however, in a good faith gesture of professional courtesy, my client and I are making a one-time pre-trial settlement demand to resolve this claim amicably and efficiently before litigation. I think it would be in your insured’s best interest if you considered our client’s generous offer of pre-trial settlement, and failure to tender your insured's policy limit may result in additional exposure for XXX Insurance as an excess verdict is almost certain. This issue is further discussed below with the applicable statutes and case cites.

**Bodily Injuries and Pain and Suffering**

In the days following the collision, Ms. XXX began to feel pain in her neck, shoulders, arms, back, left knee, and hips. She attempted to rest and take over the counter medication in anticipation that her pain would go away; however, her pain worsened to the point that she felt compelled to seek evaluation/treatment at DOCTOR’S OFFICE 1 on July 10, 2018.

*Doctor’s Office 1*

At DOCTOR’S OFFICE 1, Ms. XXX was given a physical exam and x-rays by Dr. John Doe (D.C). It was noted that Ms. XXX was exhibiting pain and stiffness in her shoulders, chest, neck, back and left knee. A loss of lordosis in the lumbar and thoracic regions was discovered via the x-rays taken. In response to these findings, Dr. Doe diagnosed Ms. XXX with the following:

* **Sprain of ligaments of cervical spine, initial encounter (S13.4XXA)**
* **Cervicalgia (M54.2)**
* **Sprain of ligaments of lumbar spine, initial encounter (S33.5XXA)**
* **Low back pain (M54.5)**
* **Sprain of ligaments of thoracic spine, initial encounter (S23.3XXA)**
* **Pain in thoracic spine (M54.6)**
* **Segmental and somatic dysfunction of cervical region (M99.01)**
* **Segmental and somatic dysfunction of lumbar region (M99.03)**
* **Segmental and somatic dysfunction of thoracic region (M99.02)**

Ms. XXX was given a back brace to stabilize her lumbar spine and an ice pack to promote healing at said visit. On the next day, July 11, 2018, Ms. XXX visited Dr. Doe again and a conservative treatment plan was developed which consisted of various modalities and therapies including, but not limited to electric muscle stimulation, heat/ice therapy, chiropractic manipulation, manual therapy and therapeutic exercises. Ms. XXX treated at DOCTORS OFFICE 1 for a total of 36 visits between the dates of July 10, 2018 and January 11, 2019.

*Insert subsequent places of treatment AND summary of DIAGNOSES/TREATMENT here*

*Treatment to date*

To date, Ms. XXX has benefited greatly from conservative treatment at Doctor’s Office 1, slowly tapering her treatment as time has progressed. She is currently treating at the rate of once a month to address flare-ups that occur every now and then – especially in situations where she has to sit or stand for long periods at her job.

**Summary of Special Damages to Date**

**DOCTOR’S OFFICE 1 $6,875.00**

 **TOTAL: $6,875.00**

\*Please note this amount is subject to increase as more records become available – including but not limited to medical mileage records and/or additional doctor visit records

**Demand for Payment**

As we set out in great detail above, **our client’s current special damages are $6,875.00.** I have received a certified copy of the policy for your insured, which carries limits of $50,000 per person/$100,000 per accident for liability coverage. In an effort to compromise prior to filing suit, we hereby make a one-time demand and opportunity on your company for tender of FULL POLICY LIMITS (**$50,000.00**) in exchange for my client signing a LIMITED RELEASE of claims against YOUR INSURED**.** This is a time limited demand that will expire if tender is not received on or before **March 19, 2019**. **Please note that this demand is being made pursuant to Southern General Insurance Company v. Holt, 200 Ga. App. 759 (1991).**

This settlement demand letter contains all of the material terms in compliance with O.C.G.A. § 9-11-67.1. This is a courtesy, one time offer for XXX Insurance to avoid a bad faith claim. We intend to move swiftly in filing suit on this matter if necessary. Once suit is filed, all prior demands and offers to settle are withdrawn. **Therefore, if $50,000.00 for the injuries to Ms. XXX are not tendered by 12-noon on** **March 19, 2019,** it would potentially expose your insured to an excess verdict and your company to a claim for bad faith. See Cotton States Mut. Ins. Co. v. Brightman, 256 Ga. App. 451; 568 S.E. 2d 498 (2002), aff’d., 278 Ga. 683, 580 S.E. 2d 519 (2003). Accordingly, if the tender is not made, you may wish to advise your insured to allow them time to seek independent counsel. Please also accept this letter as my written notice to you and your insured, in care of you, by certified mail for unliquidated damages in the amount aforementioned in conformity with O.C.G.A. § 51-12-14 which provides for the assessment of prejudgment interests as allowed by the code section commencing on the 30th day following mailing of such written notice until the date judgment is rendered in an ensuing lawsuit. If the demand is met within (30) days, no interest can or will be assessed.

If you should have any questions or feel the need to discuss this matter further, please do not hesitate to give me a call at 770-265-4630.

Sincerely,

ATTORNEY NAME HERE

Attorney for Ms. XXX

Cc: Ms. XXX

Enclosed:

1. Accident Report
2. Doctor Office 1 bill and records
3. Photos of the crash