



Accidents
BURG & BROCK

INSURANCE STRATEGY GUIDE

Insurance Claim Negotiation Tips

How adjusters work the claim — and how to keep them honest until your offer is fair.

By Isaac Radnia, Esq.

CA State Bar #319045 · [Verify on the State Bar of California](#)

Last updated: May 08, 2026

Burg & Brock, P.C. · Personal Injury Attorneys · Serving California since 2007 · [burgbrock.com](#)

Information here is general and is not legal advice. Past results do not guarantee a similar outcome.

(888) 528-8595

AUTHOR

Isaac Radnia, Esq. · CA State Bar #319045 · [Verify on the State Bar of California](#)

Last updated: May 08, 2026

The negotiation starts the moment they have your number

Adjusters are professionals. Their KPI is closing claims for less than the carrier reserved. Yours is putting your life back together. Those two goals do not line up, and the gap is where this guide lives.

What follows is a pattern guide — what carriers actually do, why they do it, and the simple counter-moves that protect a claim's value.

Tactic 1 — The friendly first call within 48 hours

You will hear from the at-fault carrier within one or two days, sometimes within hours. The voice is warm. The questions sound logical. The goal of the call is to get a recorded statement and a signed medical authorization in the first conversation, before you have hired counsel and before the medical picture is clear.

What to do. Take the adjuster's name, claim number, and phone number. Confirm the policy limits if asked (you can request the dec page). Then end the call. Do not give a statement, do not sign anything, do not accept a settlement offer. Tell them you will follow up in writing.

Tactic 2 — The recorded-statement trap

Adjusters are trained to ask pointed, narrow questions designed for one of two outcomes: pin you to a memory you might revise later, or get you to minimize injuries you have not been diagnosed with yet.

Common openers:

- "Can you walk me through what happened?"
- "On a scale of one to ten, how would you describe your pain right now?"
- "Were you feeling fine before the accident?"
- "You weren't hurt at the scene, right?"

Each one is a setup. If you say "no, I felt fine" and an MRI later finds a degenerative disc, the carrier will argue you misrepresented prior health. If you say "my pain is a 4 today" — on a day with painkillers in your system — the same number will be quoted back to you for the next 18 months.

What to do. California law does not require an injured party to give a recorded statement to the **other** driver's insurer. Decline politely. Your own carrier may require a statement under your policy's cooperation clause; that is a different conversation, and it should still be done with counsel present.

Tactic 3 — The blanket medical authorization

Within the first week, the carrier will mail you a HIPAA authorization. It almost always asks for "any and all" records from "any and all" providers, with no time limit. Sign it and you have just handed them ten years of your medical history — including unrelated conditions they will use to argue your injuries are pre-existing.

What to do. A medical authorization should be limited to:

- **Time:** records from the date of injury forward.
- **Scope:** providers who treated the injuries you are claiming.
- **Type:** records and bills, not raw mental-health notes or unrelated specialty records.

Your attorney will draft a narrowed authorization or, more often, send the records directly so the carrier never gets a blank-check release.

Tactic 4 — The "minor injury" gambit

If the property damage is small, the carrier will lean on a phrase you will hear again and again: "minor impact, soft tissue." It is shorthand for a denial strategy: low repair bill = low claim value, regardless of medicine.

The reality is that low-speed collisions cause real injuries, and California courts know this. The defense expert will testify the opposite. Adjusters use it because, statistically, it works on unrepresented claimants.

What to do. Do not let the property-damage estimate define the bodily-injury claim. They are separate components and they settle separately. Document every symptom, every appointment, every limitation. Photographs of bruising, range-of-motion notes

from physical therapy, and a letter from a treating doctor explaining the mechanism of injury — all of it counters the "minor impact" narrative.

Tactic 5 — The fast first offer

Three to six weeks after the crash, sometimes sooner, an offer will land — typically far below true value. The number is not random. It is calibrated to:

1. The medical bills already received (which understate the final treatment cost).
2. The carrier's reserve on the claim.
3. The statistical likelihood you will accept rather than fight.

Accepting closes the claim forever. There is no re-opening it when the surgery you needed shows up six months later.

What to do. Do not accept the first offer. Do not accept the second. A real settlement happens after treatment is complete (or projected to a clear endpoint), all bills are tabulated, lost wages are documented, and a demand letter has been issued. That sequence usually takes three to nine months on a non-litigated claim.

Tactic 6 — Surveillance and social media monitoring

If your claim involves a back injury, expect surveillance. Investigators will sit outside your home for a day or two, follow you to the grocery store, and film you carrying a single bag for ten minutes. Edited together, that footage becomes a defense exhibit at mediation.

Social media is the cheaper version. Every public Instagram post, every gym check-in, every weekend hike photo can be repurposed.

What to do. Lock down social profiles. Do not post about the accident, the injury, or the case. Do not delete prior posts (that is spoliation) — just stop creating new content. Tell family members not to tag you. Live the way your medical providers told you to live; if your doctor said no lifting over ten pounds, do not lift twenty.

Tactic 7 — The denial-of-liability play

On a clean rear-end claim, liability is rarely contested. On anything else — left turns, lane changes, intersections, slip-and-fall, sudden stops — the carrier will assign comparative

fault. California is a pure comparative negligence state, which means a 30 percent fault assignment cuts your award by 30 percent.

Carriers know that unrepresented claimants accept comparative-fault numbers without pushing back, because the numbers sound reasonable.

What to do. Comparative fault should be supported by the evidence — independent witnesses, the police report's factual narrative, scene measurements, traffic-cam footage. If the only thing supporting a 30 percent assignment is the other driver's self-serving statement, it is worth nothing. An attorney will push back on that number with a written breakdown of why it is unsupported.

Tactic 8 — Delay as a pressure tool

A claim that is paid in 90 days settles for less than a claim that takes 18 months. Carriers know that financial pressure mounts on injured plaintiffs — bills, time off work, medical liens — and that pressure cracks claimants long before it cracks the carrier. Delay is a deliberate negotiation tactic.

What to do. Time pressure works in reverse when an attorney is involved. A demand letter with a 30-day response window, followed by suit if no fair offer arrives, flips the dynamic. Carriers reserve more on claims with counsel for that reason — they know the discount they get from delay disappears.

When to bring an attorney in

Some claims do settle reasonably without representation. Most do not. Bring counsel in early — before any recorded statement, before any signed authorization, before any first offer — if any of the following is true:

- Injuries required hospitalization, surgery, or imaging beyond a single X-ray.
- You have lost more than two weeks of work.
- The other driver disputes fault.
- The carrier is offering policy limits and you suspect the limits are low.
- A government entity is involved.
- The other driver was uninsured or fled.
- You feel pressured.

A free consultation costs nothing. The fee is contingent — meaning Burg & Brock is paid a percentage of the recovery, only if there is one. Hiring an attorney does not extend the case. It usually shortens it, because the carrier’s delay tactics stop working.

Call **(888) 528-8595** before responding to the next adjuster call.

Talk to a Burg & Brock attorney — free, confidential, no obligation.

Seven offices across California. We answer the phone twenty-four hours a day, seven days a week, and our fee is contingent — you owe nothing unless we recover for you.

Call (888) 528-8595

Los Angeles (HQ)

3580 Wilshire Blvd, Suite 1260
Los Angeles, CA 90010

Riverside

3403 10th Street, Suite 700
Riverside, CA 92501

Fresno

2350 W. Shaw Avenue, Suite 132
Fresno, CA 93711

Encino

15760 Ventura Blvd, Suite 700
Encino, CA 91436

San Bernardino

473 East Carnegie Drive, Suite 200
San Bernardino, CA 92408

Long Beach

100 Oceangate, Suite 1200
Long Beach, CA 90802

Bakersfield

4900 California Ave, Tower B, 2nd Fl
Bakersfield, CA 93309

This guide is attorney advertising and provides general information only. It is not legal advice and does not create an attorney-client relationship. California statutes and case law cited are accurate as of the “Last updated” date on the cover; for advice on your specific situation, contact Burg & Brock for a free consultation. Past results do not guarantee future outcomes; every case turns on its own facts.