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August 2011

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How An Insurance Company Rips You Off

Just this past week, we experienced an insurance company doing what insurance companies usually do—**“low- balling” their offer on a total loss vehicle.**

In this particular instance, we were dealing with one of those insurance companies that suggests you can save money by switching to them. Without naming the insurance company, they, and others, use words such as “in 15 minutes we can save you hundreds of dollars”, “determine what you want to pay and we will write your policy”, and, where they have “good hands”.

This carrier made an assessment in a number of areas: the condition of the vehicle, comparable vehicles, referring to and asserting the fact that their insured agreed to the method by which his vehicle would be assessed for the total loss.

First, they understated the condition of the vehicle by exaggerating conditions such as “many dings, paint chipping, holes in the headliner” (which is the

miles than their insured’s vehicle. They gave him no credit for low mileage which is a factor considered

by such authorities as NADA, the National Association of Dealers in America. NADA is a recognized authority on how a vehicle should be valued.



Third, the insurance company took two weeks to reevaluate their appraisal after both my client and I researched additional comparables which we submitted in writing to the insurance company. I had requested that they get back to me in three business days and it took them over 13 days, despite the fact that I had to call them several times to get a response. My belief is that they

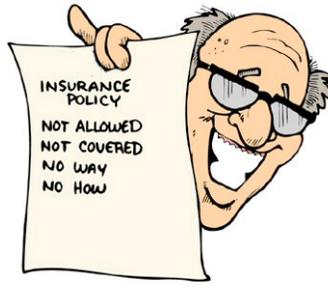
case. Therefore, my client unfortunately accepted the “low ball” offer made to him by his own insurance company.

This behavior of insurance companies, in my view, results in unfair practices, bad faith, and a “ripping off” of their own policyholders as well as of third parties.

I am of the belief that the way insurance companies are able to proclaim that they are saving you money on premiums is by ripping you off when you submit a claim. I believe that their low ball offers enable them to save money despite the harm that occurs in the loss of a reasonable settlement for property damage to their own policyholders.

What we need in Maryland is a consumer revolt by individual actions by policyholders and third parties through the use of filing claims against the abusing insurance companies at the Maryland Insurance Commission. Additionally, a class

action suit should be brought against the major underwriters who are engaging in unscrupulous practices such as the use of lowball total loss settlements. **Call me: 410-730-4404.**



I've Got the Power... of Attorney... or Do I?

Do you ever question whether your current Power of Attorney makes the cut? **If you don't have certain language, you may not be able to effectively use the power.** In the past there has been a serious issue regarding powers of attorney presented to banks and other institutions. Often, the Power of Attorney was not acceptable. An attorney-in-fact is the person you have named to act for you under your general power of attorney. When the attorney-in-fact would attempt to withdraw funds from a bank on behalf of the individual he/she was representing by presenting the power of attorney, the bank would not deem the attorney-in-fact authorized to do so under the document. Another example is that a settlement on a house could not be finalized because the buyer's attorney-in-fact was not allowed to sign for the buyer.

Maryland has passed a new statute that became effective October 1, 2010, that attempts to solve many of the problems that have faced the Power of Attorney in this state. The new statute also includes statutory forms for both General Powers of Attorney and Limited Powers of Attorney. We

recommend you discussing these forms with our experienced attorney as to fully understand the effects of signing such a document and what rights you will be giving or receiving.

The signing requirements prior to this new statute were not very strict. Now, the requirements could be compared to those involved with signing a last will and testament. Under the new statute, once properly drafted, two witnesses must also sign the power of attorney. The witnesses and the person signing the Power of Attorney must all be present at the same time and the document must now be notarized as well.

There are also detailed requirements for what the person acting as the attorney-in-fact has to do or not do. A very important requirement that will go a long way to prevent fraud and theft is that the attorney-in-fact must keep a record of receipts, disbursements, and transactions for all financial activities he or she performed under authority of the power of attorney. The new Maryland law also provides new protections for the elderly and others who sign such forms. "A person may not require an additional or different form of a power of attorney for any authority granted in a statutory form power of attorney." So, if the new Maryland form or another power of attorney "in substantially the same form" is presented and all the validation and signature requirements are met, institutions such as hospitals, doctors, banks, etc. in Maryland cannot reject the power given in that document. If they do, they face the

threat of being subject to a court order and attorney fees and costs created by their actions.

Additionally, in the new forms, certain people can be given the ability to petition the court to review the attorney-in-fact's conduct. Examples of such people would be the principal's (your) guardian, spouse, or other potential beneficiaries. The new statute sets forth some mandatory duties and some duties which may be waived. The statute allows the attorney-in-fact to delegate authority, and the attorney-in-fact is not liable for the delegee's action if the delegee is chosen with reasonable care and diligence.

This new law has fixed many of those issues that once arose when attorneys-in-fact attempted to present or use their power at banks. It has also addressed other situations where an institution may try to challenge the document.

At the beginning of this article, we set forth the statute's proposed language for banks and other financial institutions. The new statute has proposed and recommended language for the following needed topic areas as well: insurance and annuities, claims and litigation, government and military benefits, retirement plans, and taxes.

Contact us and our Columbia Attorney can prepare a power of attorney for you or discuss your current power of attorney with you to make sure your document correctly delegates your powers. Call our Estate Planning Attorney in Howard County, Maryland at 410-730-4404

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PROFESSIONS

**THAT CAUSE
THE MOST**

**AUTOMOBILE
ACCIDENTS**

-
1. Students
 2. Lawyers
 3. Physicians
 4. Real Estate Agents
 5. Architects

Source - Car Talk

“Small Talk”

SAVING MONEY -- In this weak economy all of us need to stretch our incomes in order to meet the increased prices of food, clothing, and medical services. Here are a few ways I have found to make every dollar count:

1. GROCERY STORES --

Safeway and other grocery stores frequently reduce the price of meat two days before the final date by which it must be sold. If you have a way to preserve the meat for later use, you can really “stock up” and save quite a bit. For instance, last week I purchased two large packages of rib eye steaks that were usually sold at \$11.49 per pound. These rib eyes were on sale at \$4.99 a pound and, additionally, there was a pink tag on them that reduced the price by 30%. Therefore, the **final cost was \$3.49 per pound-- a savings of 70%**. Each package of the rib eyes weighed approximately 5 1/2 pounds. I cooked two of the steaks and vacuum packed the

remaining ones with the use of a device called Food Saver. It



"Okay, she's got her card in, now shut it down."

only took me about 10 minutes to open the Food Saver box, vacuum pack the steaks, and put the Food Saver back in the box. I purchased the Food Saver at Costco where the price was about \$15 less than Kohl's. Ironically however, Kohl's sells a multipack of food saver rolls that are used to vacuum pack both moist and dry grocery products cheaper than the Food Saver rolls that can be purchased from the Food Saver manufacturer over the Internet.

2. **DISHWASHERS** -- I save energy when using my Kitchenaid dishwasher. First, I rinse the dishes by hand and then wash them in the dishwasher at the lowest setting-- which on my dishwasher is the "glass cycle". The glass cycle takes only 28 minutes. I use the timer on my oven and set it for 28 minutes. When the buzzer rings, I turn off the dishwasher, open it up, and leave it open to allow the dishes to dry naturally. **This saves energy by eliminating the dry cycle which, in my opinion, uses a lot of electricity.** I also wait until the dishwasher is full before turning it on.

3. **GARDENING** -- Often gardeners purchase expensive manufactured sprays, dry

granules, and other products to eliminate bugs and pests from their garden. Twenty years ago I purchased the book by Jerry Baker entitled, "The Impatient Gardener". In that book, he recommended a number of cost-effective self-made products for use in the garden. The first is tobacco tea. **Insects dislike tobacco and when you apply tobacco to your garden, the bugs will leave your garden and visit your neighbors.** Purchase a pouch of chewing tobacco. Heat a quart of water until it is boiling and place 10% of the chewing tobacco in the heated water. The “tea” will become dark in several hours. Let it cool and then place the tobacco tea in a garden sprayer. Cover your grass, flowers, and shrubs and say goodbye to the bugs! Another cost-saving idea is to fertilize your lawn through the use of your garden sprayer, ammonia, and liquid dish soap. Use 80% ammonia and 20% dish soap. At the beginning of Spring, I spray my grass with the ammonia and dish soap, alternating approximately every three weeks with the use of granules of fertilizer that I purchased at Wal-Mart. **The fertilizer has UREA, about 46% nitrogen, and slowly releases the fertilizer into the soil.** When applying any of the products mentioned above, including watering your lawn, do so before 10 AM. Otherwise, applications made of the above products may result in injury to your plants, shrubs, and grass. I have an underground irrigation system--

a sprinkler system that waters my plants and grass at 5 AM every other day.



"Could you hold off clipping your coupons until I've finished reading the paper?"

NFL TIME:
With the NFL finally starting up, what better way to get into the

football mode than with a little team spirit!

Miss Marie Collins, a first-grade teacher, explains to her class that she is a Pittsburgh Steelers fan. She asks her pupils to raise their hands if they are Steelers fans too. Not really knowing what a Steelers fan was, but wanting to be liked by their teacher, their hands fly into the air.

There is, however, one exception. Paula has not gone along with the crowd. The teacher asks her why she has decided to be different.

'Because I'm not a Steelers fan,' she answers.

'Then,' asks Miss Collins, 'what are you?'

'I'm a Baltimore Ravens fan,' boasts Paula proudly.

The teacher asks Paula why she is a Ravens fan.

'Well, my Dad and Mum are Ravens fans, so I'm a Ravens fan too,' Paula responds.

'That's no reason,' Miss Collins retorts.

'What if your mum was a moron, and your dad was an idiot. What would you be then?'

Paula smiles and says, 'Then I'd be a Steelers fan.'



DID YOU HEAR ABOUT THE COURT? IT'S MOVING!!!

Well, not permanently. The Circuit Court for Howard County will be temporarily relocating beginning on **TUESDAY, SEPTEMBER 6, 2011**. Due to renovations, the Circuit Court will relocate to:

**AscendOne Building
8930 Stanford Blvd.
Columbia, Maryland 21045.**

The Court will be **CLOSED** on Friday, Sept. 2, 2011 and will **REOPEN** on Tuesday, Sept. 6, 2011 at the AscendOne Building. The mailing address and telephone numbers will remain the same.

Land Records Dept. of the Clerk's Office will still be located at **The Thomas Dorsey Building, 9250 Bendix Road, Columbia, Maryland 21045**. **ANY QUESTIONS? GIVE US A CALL FOR HELP!**

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