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Maryland

12

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FGALAW

*Celebrating Over 30 Years in
2012*

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Unsure About Uninsured Coverage?

Uninsured Motorist (UM) coverage is insurance coverage for those instances of property damage or bodily injury when you are hit by a driver who has no insurance, does not have enough insurance, or a phantom driver has hit your vehicle and run. A lot of people want this type of insurance coverage to be mandatory, and in some states it is. All automobile insurance policies sold in the State of Maryland are required to have uninsured motorist coverage in the same amount as liability coverage unless the consumer properly waives this requirement. (See Section 19-509 (e)(2)). The waiver must be done in the manner set forth in Section 19-501 of the Insurance Article of the Maryland Code.

A UM policy covers you, your passengers, and anybody else you permit to drive your car against property damage and bodily injury. Property damage coverage includes money for repairs, a total loss, any rental cars, and personal items damaged in the car. Bodily injury coverage can cover things such as medical bills, lost wages, pain and suffering, permanent or partial disability, and funeral expenses.

In a hit and run incident, it is your responsibility to report the accident

driver was to blame for the damages. Uninsured Motorist carriers have a duty to act in good faith, but many would say that Maryland insurance companies do not meet this requirement. If a Maryland uninsured motorist carrier does not act in good faith, a first party bad faith claim can be filed against the uninsured motorist carrier with the Maryland Insurance Administration.

Some of your other insurance may overlap with UM coverage, such as health insurance, which may persuade you to waive UM coverage. However, there are several situations where health insurance won't help and UM will. For example, if a non-family member riding in or driving your car is injured, UM coverage can pay for some of the damages. Other expenses and concerns that may arise such as lost wages, remodeling a home or van to make it wheelchair-accessible, payment for someone to do yard work, housework, or other things around the home if you can't anymore, and possible home-health aid are all things that could be covered by UM insurance, but not by health care coverage. Although you should be mindful of what your finances can handle when picking your UM coverage, it is wise to purchase as much uninsured motorist coverage as you can reasonably afford. This coverage will protect you and your family in the event you are injured by an uninsured motorist in an accident.

Personal Injury Protection (PIP) carried by many drivers will also pay for

accidents in your car. You cannot collect from both PIP and UM coverages for the same expenses however. It is important to note that PIP coverage is, in general, less than that of UM coverage.

Uninsured motorist claims can be very complicated. A Maryland attorney can assist you in handling the situation to maximize your recovery. Fred Antenberg has represented clients throughout Maryland who have been in car accidents involving Uninsured Motorists. CONTACT our office for your FREE consultation and Fred will help you through your current accident, or make sure you are prepared for possible future accidents.



"That takes care of health, life, homeowner's, and car — now, how about some alien abduction insurance?"

FILLING THE GAP

GAP stands for Guaranteed Auto Protection. Gap insurance covers the difference between what your car is worth and what you owe on the car. It comes into play if the car is stolen or totaled (damaged to the point that repair would cost more than the car is worth) while the owner is still making payments. Gap insurance can provide valuable protection during the early years of your car's life if you have a loan or a lease. If your vehicle has been totaled, your insurance company typically pays the actual cash value. That may be less than its actual retail value. It can also be less than the amount you still owe on your loan or the amount due for a lease payoff. The difference between your insurance deductible and the loss is the "gap" you have to worry about. If this is the case, GAP insurance will pay the difference between the actual cash value (ACV) of the vehicle and the current outstanding balance on your loan or lease. While many think of protecting

your vehicle when considering insurance, GAP insurance is focused on protecting you against the loan or lease you have tied to that vehicle. If you are considering purchasing gap insurance, you should first determine if you will be "upside down" on your car (you owe more than it is worth). If your car was purchased completely using a loan, or only putting a minimal amount down, this could often be the case. Other instances where it may apply is when the car you purchase depreciates rapidly or your loan has a high interest rate. Many buyers will always be right-side-up on the car and won't need gap insurance, especially if they put down a large amount when the car was purchased.

Gap insurance is much more critical for a lease. You are responsible for the cost of the car if it is stolen or totaled. The total of lease payments is significantly lower than the value of the car so the difference between what you have paid and the value of the car can be huge. Gap Insurance will cover that difference in the case that you owe the leasing company. Many lease contracts actually require it.

An example of how GAP insurance may apply is:

- You purchase a car that costs \$15,000 and you drive it off the lot.
- After paying the down payment you owe \$14,000 in car payments over five years
- You purchase physical damage insurance (comprehensive and collision) with a \$500 deductible to protect you against damages and loss.
- You have an accident and your vehicle is totaled.
- The insurance company determines that the actual cash value of the car is only \$12,000, but at the time of the loss you still owe \$13,500.
- Gap insurance should pay the difference (\$1500), and possibly will cover your deductible. (Not all gap policies pay the deductible)



HOW ABOUT THEM Os!!

If you haven't been following the Baltimore Orioles, expecting the same old story of our home team looking up at the Yankees and the Red Sox from the basement of the standings, I have got some news for you! We are about two months into the MLB season, and not only are the Orioles atop the leaderboard in AL East standings, but they have been competing for best record in Major League Baseball since Opening Day. They have led the majors in home runs for a majority of the season and have one of the best "away" records and team ERAs (earned run average) in the league. Assuming they are able to keep this up (knock on wood), we may have some exciting baseball to watch in Baltimore come September for the first in 15 years!

If we do find history repeating itself when the season nears its end, we still have some local hope, as the Washington Nationals also have started strong. They too have been in or around first place in their division, the NL East, all season. Rookie Bryce Harper has stole the headlines, while Stephen Strasburg has returned strong after missing a year following Tommy John surgery.

Here's hoping our local teams can keep it up! In any case, hopefully you can get out to Camden Yards and enjoy a \$6 hot dog and \$8 beer with the family.

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THE LAY OF THE LANDLORD LEASE

Many landlords will establish a landlord-tenant relationship through the use of a form lease that is purchased at an office supply store or over the Internet. To do so is a major mistake! Under the Annotated Code of Maryland, Real Property Article, there are numerous requirements made of a landlord with which these "form" leases often do not comply. During my 30 years in the practice of law, the biggest error I have seen made by a landlord is not properly stating in the lease the language regarding security deposits. Landlords who do not have leases that conform to Maryland's requirements regarding security deposits are ineligible to keep the security deposit even if the landlord has incurred damages solely caused by the tenant. If the landlord wrongfully keeps the security deposit, the Real Property Article permits the

Court to force the landlord to pay to the tenant up to three times the security deposit amount plus reasonable attorney's fees.

There are ways, however, for a landlord to sue the tenant through a separate suit and potentially recover monies for the damages caused by the tenant.

Additionally, if a tenant has not paid rent when it's due, the landlord has remedies to recover the lost rents. However many landlords are unfamiliar with the details as to how to effectively protect themselves when seeking court remedies. Many landlords will file papers with the courts and not realize the significance of obtaining personal service on the tenant in lieu of service by "posting".

Retaining an attorney who is familiar with the landlord/tenant legal process will often help the landlord obtain the best results and at the least cost.

HAVE YOUR CAKE OR EAT IT!

Did you know that Saudi Arabia is currently boycotting American products, all while gouging us on oil prices as we all know.

An appealing remedy might be to boycott their GAS. The readers of this **The Law Office of Fredric G. Antenberg NEWSLETTER** can make a difference! Just purchase gas from companies that **don't import their oil from Saudi Arabia.**

The following gas companies import Middle Eastern oil:

| | |
|------------------------|---------------------|
| Shell..... | 205,742,000 barrels |
| Chevron/Texaco..... | 144,332,000 barrels |
| Exxon /Mobil..... | 130,082,000 barrels |
| Amoco..... | 62,231,000 barrels |
| Marathon/Speedway..... | 117,740,000 barrels |

Don't see CITGO oil? That's because they import from a Venezuela lead by Hugo Chavez, an American opposer! (*We pay Chavez's regime nearly \$10 Billion per year in oil revenues!*)

Here are some large companies THAT DO NOT import Middle Eastern oil:

| | | | |
|--------------------|-----------|-----------------------|-----------|
| Sunoco..... | 0 barrels | Maverick..... | 0 barrels |
| Conoco..... | 0 barrels | Flying J..... | 0 barrels |
| OASinclair..... | 0 barrels | Valero..... | 0 barrels |
| BP / Phillips..... | 0 barrels | Kwik Fill..... | 0 barrels |
| Hess..... | 0 barrels | Murphy Oil USA *..... | 0 barrels |
| ARCO..... | 0 barrels | | |

*Sold at Wal-Mart, gas is from South Arkansas and fully USA owned and produced.

*Not only that but they give scholarships to all children in their town who finish high school and are legal US citizens..

All of this information is available from the U.S. Department of Energy and each company is required to state where they get their oil and how much they are importing.



ORIOLES JUNE AND JULY SCHEDULE!!

JUNE

Fri, 6/1 [at Rays](#) 7:10p
Sat, 6/2 [at Rays](#) 4:10p
Sun, 6/3 [at Rays](#) 1:40p
Tue, 6/5 [at Red Sox](#) 7:10p
Wed, 6/6 [at Red Sox](#) 7:10p
Thu, 6/7 [at Red Sox](#) 7:10p
Fri, 6/8 [Phillies](#) 7:05p
Sat, 6/9 [Phillies](#) 4:05p
Sun, 6/10 [Phillies](#) 1:35p
Tue, 6/12 [Pirates](#) 7:05p
Wed 6/13 [Pirates](#) 7:05p
Thu, 6/14 [Pirates](#) 7:05p
Fri, 6/15 [at Braves](#) 7:35p
Sat, 6/16 [at Braves](#) 7:15p

Sun, 6/17 [at Braves](#) 1:35p
Mon, 6/18 [at Mets](#) 7:10p
Tue, 6/19 [at Mets](#) 7:10p
Wed, 6/20 [at Mets](#) 7:10p
Fri, 6/22 [Nationals](#) 7:05p
Sat, 6/23 [Nationals](#) 7:15p
Sun, 6/24 [Nationals](#) 1:35p
Tue, 6/26 [Angels](#) 7:05p
Wed, 6/27 [Angels](#) 7:05p
Thu, 6/28 [Indians](#) 7:05p
Fri, 6/29 [Indians](#) 7:05p
Sat, 6/30 [Indians](#) 4:05p

JULY

Thu, 7/19 [at Twins](#) 1:10p
Sun, 7/1 [Indians](#) 1:35p
Mon, 7/2 [at Mariners](#) 10:10p
Tue, 7/3 [at Mariners](#) 10:10p
Wed, 7/4 [at Mariners](#) 4:10p
Thu, 7/5 [at Angels](#) 10:05p
Fri, 7/6 [at Angels](#) 10:05p
Sat, 7/7 [at Angels](#) 10:05p
Sun, 7/8 [at Angels](#) 3:35p
Fri, 7/13 [Tigers](#) 7:05p
Sat, 7/14 [Tigers](#) 7:05p
Sun, 7/15 [Tigers](#) 1:35p
Mon, 7/16 [at Twins](#) 8:10p
Tue, 7/17 [at Twins](#) 8:10p
Wed, 7/18 [at Twins](#) 8:10p
Fri, 7/20 [at Indians](#) 7:05p
Sat, 7/21 [at Indians](#) 7:05p
Sun, 7/22 [at Indians](#) 3:05p
Mon, 7/23 [at Indians](#) 7:05p
Tue, 7/24 [Rays](#) 7:05p
Wed 7/25 [Rays](#) 7:05p
Thu, 7/26 [Rays](#) 12:35p
Fri, 7/27 [Athletics](#) 7:05p
Sat, 7/28 [Athletics](#) 7:05p
Sun, 7/29 [Athletics](#) 1:35p
Mon, 7/30 [at Yankees](#) 7:05p
Tue, 7/31 [at Yankees](#) 7:05p

ENJOY YOUR SUMMER !!

from the

Law Office of Fredric G. Antenberg

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