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**UNDERSTANDING THE LANGUAGE  
OF INSURANCE DEFENSE COUNSEL  
BY DAN L. STANFORD\***

After almost four decades of practicing law, I have finally discovered why we plaintiffs' lawyers are sometimes frustrated in dealing with defense lawyers and the insurance companies that hire them. I've decided the truth is we simply don't understand some of the language they speak and we become confused over the responses we receive. So, the purpose of this article is to provide all lawyers with a usable and reliable dictionary to help decipher the language of insurance defense lawyers. As a service to all lawyers, it will tell you what they say, and translate it into what it really means.

When defense lawyers say "we need more discovery to be able to thoroughly evaluate your settlement offer," what it really means is "my billable hours are down this month so I need to generate more work, and there's no way we will pay your client."

When they say "my client has now produced all documents that could be located," what it really means is "you will never find any incriminating evidence because it's all been shredded."

When defense lawyers say "I am not authorized to disclose the insurance policy limits at this time," what they really mean is "I've told my client not to disclose the policy limits because that will force the plaintiff to file the lawsuit and I can open my billing file."

When insurance defense counsel says "the purpose of this letter is to 'meet and confer'," what it really means is "the purpose of this letter is to serve as Exhibit 'A' to the motion three of my junior associates are preparing."

When defense counsel tells you "you have not met and conferred with me about your threatened discovery motion," what he/she really means is "I can bill 2.1 hours for travel to and attend meeting with plaintiff's counsel, and .5 for report to client of no change in our position."

When defense counsel tells you "this is so important we will be going ex parte to court this Wednesday," what he/she is really saying is "my billable hours are low this month, so .3 provide notice of ex parte, 1.9 draft ex parte papers and 2.2 prepare for, travel to and attend ex parte."

When an insurance defense lawyer says "I believe your client has credibility issues," what he/she is really saying is "we have your client on surveillance video playing golf and at a motel with his neighbor's wife."

A defense lawyer who tells you "let's cooperate in scheduling the discovery in this case," really means "the depositions will be taken in the order I want and 476 special interrogatories are on the way to your office."

And speaking of discovery, any defense lawyer who tells you "we have scheduling conflicts with the depositions you have noticed," really means "we will never take the depositions you want when you want to take them."

When insurance defense counsel tells you “we will be forced to seek a trial continuance,” what it really means is “there is still money left on the insurance policy we haven’t yet spent on attorneys’ fees.”

If defense counsel tells you “sure, we’d like to go to mediation,” what he/she is really saying is “mediation is a wonderful billing opportunity for us to beat your client down, find out your ‘bottom line’ and start from there at the next mediation.”

And when they tell you “your client’s settlement demand is being considered,” what they really mean is “our insurance company will soon be responding with our offer to waive costs in return for a dismissal.”

Any time insurance defense counsel tells you “the settlement check is in the mail,” what that really means is “the insurance company is holding your check for as long as possible to earn interest on your money, and I don’t care about the case anymore because my billing file is closed.”

Finally, when defense counsel says “if we lose at trial, my client intends to appeal,” what that means is “my brother-in-law is a certified appellate specialist and, boy, you should see him bill!”

Now that you can understand the real meaning behind “insurance defense lawyer speak,” you won’t be too surprised when your cases don’t proceed as you might expect. And, if you learn to lower your expectations, I can promise you will never be disappointed or surprised.

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