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Doctor refuses to settle. Can Insurance company override him and settle case?

The defense attorney told me privately that, we had a very good case. But, he couldn't get the doctor to agree, to consent, to begin negotiations. Can the insurance company override the doctor's refusal to begin to negotiate? You want to know the answer? Come join me for a moment as I share with you some great information. Hi, I'm Gerry Oginski. I'm a New York medical malpractice and personal injury attorney, practicing law, here in the that of New York.

There's some instances where a doctor will have the ability to control whether or not, his attorney, enters into settlement negotiations. You see, there are some medical malpractice insurance policies that will allow the doctor the ability to control, whether or not the insurance company begins to negotiate. That's known as a consent to settle provision.

If the doctor feels he did nothing wrong, and does not want to settle, he has ... If he's got an old policy ... In all likelihood, he has the right to tell the insurance company and his attorney, "I am not settling this case. I don't care whether you think it's a good case. I don't care whether you think it should be settled. I am not settling this case. We're going to try this case." Can the insurance company override that scenario?

In all likelihood the answer is no. They're not going to be able to override the doctor's refusal, to begin to negotiate, because if he has that provision in his insurance contract, now, it's a contract between the doctor and his insurance company. They'd got to honor that. But, many of the newer policies don't have that restriction in there. You want to know why not? It's because the insurance companies got

tired, of having the doctor dictate whether or not a case could be settled, at the time or prior to trial.

If the insurance company felt that it was financially feasible, and better, from a financial business standpoint, to resolve the case, prior to trial, then they should go ahead and do that. They didn't want the doctor involved in that decision making process. Now, many of these insurance policies for the doctor, for professional liability, no longer give the doctor that control. I am aware that there are some policies that tell the doctor, "Listen, if you want that control, you have to pay a lot more in your insurance premiums."

Some doctors do, in fact, go ahead and pay that. But for most of them, they will acknowledge and accept the fact that they don't need that control. To answer the original question. Will the insurance company be able to override the doctor's refusal to begin negotiations, if he's got that clause in his insurance policy?" The answer most likely is no. They won't. That means that the case is going to go to trial, and a jury's going to reach a verdict.

Why do I share this great information with you? I share it with you because, it's a beautiful evening here in Great Neck, and I wanted to get out this great information, to share with you something, that most people don't talk about. I wanted to teach you how these things work, in medical malpractice cases here in New York. I realize you're watching this because you have questions or concerns about your own particular matter.

If your matter did, in fact, happen here in New York, and, you're thinking about bringing a lawsuit, but you've got legal questions, what I encourage you to do is, pick up the phone and call me. I can answer your legal questions. This is something I do every single day, and I'd love to chat with you. You can reach me at 516-487-8207, or by email at gerry@oginski-law. That's it for today's video. I'm Gerry Oginski, have a wonderful day.