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First chapter only

The Dog Bite Insurance Claim Playbook

Maximize Your Settlement Before the Statute of Limitations Expires

The Dog Bite Insurance Claim Playbook

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Strict Liability vs One-Bite Rule

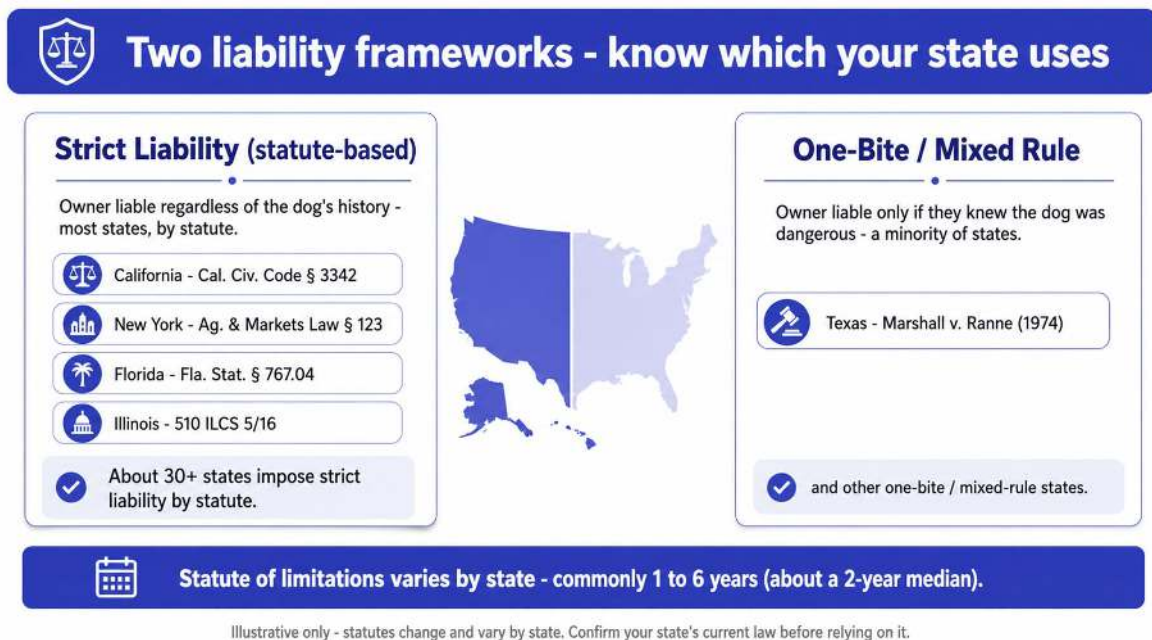


Figure 1. Two liability frameworks split dog-bite cases: strict-liability statutes in about 30+ states versus one-bite or mixed rules such as Texas, with limitation periods commonly 1 to 6 years and about a 2-year median

1.1 The Single Question That Decides Everything

Before a single photograph, before a single phone call, before a single demand letter — one legal question silently determines the size of your dog-bite settlement: *is the state you were bitten in a strict-liability state or a one-bite state?*

In a strict-liability state, the dog owner is liable for the bite from the moment it happens. The dog's prior history does not matter. Whether the owner "knew" the dog was dangerous does not matter. The owner pays.

In a one-bite state, the dog owner is liable only if they knew or should have known the dog was dangerous. The first bite by a previously friendly dog is sometimes legally "free" — the owner is not on the hook unless you can prove prior aggression they should have known about.

The same bite, the same medical bills, the same scar — a five-figure difference in settlement, decided by which state line you were standing on.

30+

the number of US states with strict-liability dog bite statutes, covering roughly 70% of the US population — but every state is different, and the strict-liability statute is the single highest-leverage fact in any dog-bite claim¹

Warning

This is not legal advice. State dog-bite law varies enormously: strict-liability states sometimes carve out exceptions for trespassers, provoked dogs, or police K-9s; one-bite states sometimes apply local "dangerous dog" ordinances that effectively impose strict liability anyway; statute-of-limitations clocks run on different timelines for personal injury (typically 1–6 years) and property dam-

¹Insurance Information Institute, "Dog Bite Liability," summarizing state-by-state statutory frameworks and homeowner insurance dog-bite claim data, 2024 update.

age. If your medical bills exceed \$10,000, if the victim is a child, if the dog killed or maimed (loss of function, large scar revision, nerve damage, infection requiring hospitalization), if the dog has bitten before, or if the owner is uninsured — consult a licensed personal injury attorney in your state before sending a demand letter. This book is the documentation and negotiation system that makes any attorney's job easier and any settlement larger. It is not a substitute for legal representation in serious cases.

1.2 What This Book Does and Does Not Do

This is a playbook for unrepresented dog-bite victims facing homeowner or renter insurance adjusters. It is designed for the bites that fall in the gap between “not worth a lawyer” and “clearly needs a lawyer” — the \$3,000 to \$25,000 range where the math on a 33% contingency fee gets uncomfortable and where adjusters reliably lowball victims who do not know how to push back.

What it does:

- Maps the strict-liability vs. one-bite framework state by state
- Documents what to capture in the first 72 hours after a bite
- Walks the discovery process to find the dog owner's homeowner or renter insurance policy
- Scripts the first adjuster call to avoid the four phrases that quietly reduce settlements
- Calculates pain-and-suffering using the multiplier method adjusters actually apply
- Drafts the initial settlement demand letter line by line
- Walks counter-offer negotiation through three rounds

- Identifies the threshold above which a licensed attorney earns their 33% fee

What it does not do:

Not legal advice. The strict-liability map in this book reflects general state-law patterns. Specific cases turn on facts and on state-specific case law that requires a licensed attorney to evaluate.

Not a fraud manual. Nothing in this book exaggerates injuries, invents witnesses, or inflates medical bills. Insurers have Special Investigation Units. They cross-reference claims, social media, and prior medical records. Real injuries are routinely under-documented; fake injuries get prosecuted.

Not a substitute for medical care. Get medical evaluation for any bite that breaks skin, regardless of how minor it looks. Pasteurella, capnocytophaga, and rabies risk are real. The legal claim is secondary to the medical care.

1.3 What Dog-Bite Claims Actually Pay

The Insurance Information Institute tracks dog-bite claims as a category. The numbers are large enough to negotiate within and consistent enough to use as benchmarks.

Severity of Injury	Typical Settlement Range
Mild (puncture, scratch, no scar, no hospital)	\$1,500–\$5,000
Moderate (sutures, no functional loss, minor scar)	\$5,000–\$15,000
Severe (ER admission, functional impairment, visible scar)	\$15,000–\$50,000
Reconstructive (multiple surgeries, scar revision, nerve damage)	\$50,000–\$150,000
Child facial bite / disfigurement / death	\$100,000–\$500,000+

The average paid dog-bite claim across all US homeowner and renter policies in 2025 was approximately \$65,450, according to Insurance Information Institute and State Farm analysis². Total US dog-bite claim payouts reached \$1.862 billion that year across 28,450 claims.

The reason a \$65,450 average exists alongside a \$3,000 lower band: severity drives the wide distribution, and within each severity tier, documentation discipline determines where in the range you land.

1.4 The Five Mistakes Insurers Quietly Count On

Across the dog-bite claims that resolve under \$5,000 when they should have resolved at \$15,000+, five patterns repeat.

1. **No animal control report.** Without a documented incident report, the bite “did not happen” in any formal sense. The adjuster’s first question is always “do you have the animal control case number?”
2. **Delayed medical care.** A victim who waits a week to see a doctor invites the adjuster argument that “it must not have been that bad.” Even if you were not hospitalized, document the bite the same day at urgent care or an ER.
3. **Accepting the first offer.** The first written offer is almost always 20–40% of what the claim eventually settles for. Victims who feel “it is more than I expected” and sign the release lose the rest.
4. **Not finding the insurance policy.** A victim who tries to negotiate directly with the dog owner instead of locating the owner’s homeowner or renter policy is fighting the wrong fight. The policy is the deep pocket; the owner is rarely able to pay personally.

²Insurance Information Institute, “Dog Bite Liability,” analysis with State Farm, 2025 data.

5. **Missing the statute of limitations.** Personal-injury claims in most states have a 1–3 year statute. Property-damage statutes can be different. Once it expires, the claim is over. Period.

Key Insight

A dog bite is not one claim; it is two. The medical bills (special damages) are objective — they are what they are. Pain and suffering (general damages) are subjective — they are whatever the adjuster, attorney, or jury says they are. The medical bills set the floor; documentation discipline sets the multiplier. A \$4,000 medical bill can support a \$6,000 settlement or a \$20,000 settlement, depending on what is in the file. The job of this book is to make sure your file supports the higher number.

1.5 The Two Frameworks Explained

1.5.1 Strict Liability: 30+ States

In a strict-liability dog-bite state, the dog owner's liability does not require proof of negligence, prior bite history, or knowledge of dangerousness. The statute creates liability automatically when the dog injures a person who is lawfully on public or private property.

Representative strict-liability statutes:

- **California Civil Code §3342:** "The owner of any dog is liable for the damages suffered by any person who is bitten by the dog while in a public place or lawfully in a private place." Simple, broad, no notice requirement.
- **New York Agriculture & Markets Law §123:** imposes strict liability for medical and veterinary expenses regardless of the dog's history; broader damages require proof of vicious propensities.

- **Florida Statute §767.04:** "The owner of any dog that bites any person while such person is in or on a public place or lawfully in or on a private place ...is liable for damages suffered by persons bitten, regardless of the former viciousness of the dog or the owner's knowledge of such viciousness."
- **Illinois Animal Control Act 510 ILCS 5/16:** strict liability for any attack by a dog on a person who is peaceably conducting themselves in a place where they may lawfully be.

The pattern in strict-liability statutes: lawful presence at the location, plus the bite, plus damages. Three elements. The dog's history is irrelevant.

1.5.2 One-Bite Rule: Texas and a Diminishing Number of Others

The traditional "one-bite rule" originates from English common law: the owner is liable only if they knew or should have known the dog was dangerous. The classic phrasing: "every dog gets one free bite."

Texas is the largest one-bite jurisdiction. Texas dog-bite liability requires the plaintiff to prove either:

1. The owner knew the dog had previously bitten or shown vicious tendencies (the "Marshall standard," from *Marshall v. Ranne*, 511 S.W.2d 255, Tex. 1974), OR
2. The owner was negligent in handling the dog at the time of the bite (failed leash law compliance, failed restraint, etc.)

In Texas, prior bites are the cleanest path to recovery. Without a prior bite, the negligence path requires showing the owner failed a specific duty of care — usually a leash-law violation or a known dangerous-dog ordinance.

Other one-bite or modified-rule states (each with significant variations): Arkansas, Idaho, Kansas, Maryland (partial), Mississippi, Nevada, New Mexico, North Dakota,

Oregon (modified), South Dakota, Tennessee (Dianna Acklen Act creates strict liability on public property), Vermont, Virginia, Wyoming.

Warning

This list changes. State legislatures shift dog-bite frameworks, and case law evolves the standard within each state. Always confirm the current rule in your specific state before relying on this list. The bonus folder includes a state quick-reference CSV; verify it against your state's most current statute and your state DOI's consumer guidance.

1.6 The Statute of Limitations Map

Equally critical: how long do you have to file a lawsuit if negotiations fail? The statute of limitations is the absolute deadline. Once it expires, the claim is dead, regardless of how valid it was.

State	Personal-Injury Statute (years)
California, Texas, Pennsylvania, Illinois	2
New York, Massachusetts, Washington, Michigan	3
Florida	4 (reduced to 2 by 2023 tort reform for negligence)
Colorado, Tennessee	1-2
Louisiana, Kentucky	
Minnesota, Maine, Wisconsin	6
Missouri, Nebraska, North Dakota	4-5

These are general personal-injury statutes; specific dog-bite statutes can have shorter or longer windows in some states. The bonus folder's `state-statute-quickref.csv` contains the per-state breakdown.

The practical effect: most dog-bite claims should be filed (demand letter sent, negotiation begun, lawsuit threatened) within 6–12 months of the bite. Waiting 18 months is the most common reason claims expire unresolved. The adjuster will happily stall you to the statute's edge and then close the file.

2

years — the most common statute of limitations for personal-injury dog-bite claims in the US; once it expires, the claim is foreclosed regardless of merit³

1.7 Where This Book Goes Next

Chapter 2 walks the first 72 hours — what to photograph, who to call, what medical care to document. Chapter 3 covers the often-overlooked discovery process: how to find the dog owner's homeowner or renter insurance policy when they do not volunteer it. Chapter 4 is the first adjuster call. Chapter 5 calculates damages. Chapter 6 drafts the demand letter. Chapter 7 walks counter-offers. Chapter 8 covers the threshold where a lawyer earns their 33%.

By the end of Chapter 8 you will have a complete claim file: photos, animal-control report, medical records, witness statements, insurance discovery, demand letter, and counter-offer history. That file is the difference between a \$500 first offer and a \$15,000 final settlement on the same bite.

³State-by-state survey from American Bar Association statute-of-limitations summaries, cross-referenced with state DOI consumer-rights guidance, 2024.

Case Study**The Strict-Liability Anchor That Tripled the Settlement**

A 34-year-old woman in Sacramento, California, was bitten on the calf by an unleashed neighbor's Rottweiler while walking on a public sidewalk. ER visit, 12 sutures, antibiotics, follow-up with a plastic surgeon for scar evaluation. Total medical bills: \$3,800. The dog owner's homeowner insurer (a national carrier) made an initial offer of \$2,500.

She sent a structured demand letter citing California Civil Code §3342 explicitly: "Under California's strict-liability statute, the prior history of the dog is irrelevant. My client was lawfully on a public sidewalk. The bite is documented. Liability is not in dispute." She demanded \$18,500 (medical bills \$3,800, plus a 3.5x multiplier on pain and suffering for the visible scar, plus \$1,200 in lost wages for missed work). The carrier countered at \$8,000. She countered back at \$15,000. Final settlement: \$13,500. Total time: 11 weeks. No attorney engaged. The strict-liability citation in the first sentence of the demand letter is what shifted the negotiation from "maybe we owe something" to "the only question is how much."

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