





# COLLECTING HEAVY-DUTY TOWING INVOICES: *WINNING THE FIGHT WITH INSURANCE COMPANIES*



Presented by Attorney Michael McGovern, The McGovern Law Firm  
2026 Towing and Recovery Management Summit, Denver CO



## About Me:

- Grew up in a family towing business in east Tennessee. Drove light-duty and heavy-duty for the 20+ truck company in high school and college
  - Graduate University of Tennessee (with honors) and UT College of Law
  - Have represented towing companies throughout U.S. for over 40 years
  - Attorney for Towing & Recovery Assn. of America, 1983-1995
  - Presented arguments to U.S. Supreme Court in two significant towing cases
  - Author of monthly *Legaleze* column in Tow Times magazine for 32 years (voted "Best Read Columnist" multiple times)
  - Only attorney in International Towing & Recovery Hall of Fame (Class of 2012)
  - Recipient of Ford Truck's 2007 Lifetime Leader Award
  - Recipient of TRAA's 1994 Distinguished Service Award
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## COLLECTED OVER \$3,000,000 IN HEAVY-DUTY RECOVERY FEES



## TOW COMPANY VS. INSURANCE COMPANY – HOW TO WIN

### TOPICS

1. Collection Starts at the Scene: Documentation
2. Billing: Format and charges
3. Possessory lien: Most powerful collection tool
4. Sources of payment and motor carrier insurance
5. The "No Towing Coverage" Dodge
6. The "Liability Insurance Only" Con
7. "Truck/Driver not on policy" Scam (MCS-90)
8. When YOU Get Sued (Replevin)
9. Roadblocks to Collection
10. Questions (and Answers)

## #1: Collection Starts at the Scene: Documentation

- ▶ Start thinking about your invoice the moment you arrive at the scene
- ▶ BE AWARE: Every recovery bill has the potential to become a lawsuit
- ▶ Treat every recovery as if it will be disputed
- ▶ Documentation starts immediately

## INFORMATION GATHERING

### ON SCENE

1. Truck driver's license (photo); phone number; e-mail(?)
2. Insurance (ACCORD form)(photo)
3. Bill of Lading (photo)
4. Interview truck driver (if available)
5. Name/contact info of adjuster (if on scene)
6. Info regarding cargo

## On scene documentation:

- ▶ Assign document gathering to a single person
- ▶ Photograph documents
- ▶ ACCORD (insurance certificate) will detail all insurance provided on the truck and the name of the insurance carrier for each coverage
- ▶ Bill of lading will show details on the load, the shipper and the consignee
- ▶ Interview of truck driver (if available) may provide insight into which insurance coverage is applicable to your recovery fees



**TAKE PHOTOGRAPHS!**

*“A picture really is worth a thousand words”*

Compare this:

"Labor and Equipment: Recover Livestock Carcasses (8 hours) \$25,000"

With this:



## PHOTOGRAPHY TIPS:

1. Upon arrival, before recovery begins
2. Wide angle shots of entire scene (include highway signs)
3. Photos of interior of vehicles
4. Photograph complete debris field from several angles
5. Regular intervals of recovery
6. Consider having a professional photographer on call
7. Insurance adjusters love photos; take a lot
8. Drone videos

INFORMATION  
GATHERING

IN TOW YARD

1. Truck info: Carrier name, DOT#, license plate; company numbers
2. Trailer info: Make, unit numbers, leased?
3. Law enforcement tow-in
4. Tow truck driver interviews

INFORMATION  
GATHERING  
(cont.)

IN OFFICE

1. Debrief with all on-site personnel
2. SAFER/FMSCA (USDOT #)
3. State corporation filings
4. Accident report
5. LE authorization/tow-in
6. Send lien notices!!

# FMCSA SAFERSYS

U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
Licensing and Insurance Public

Details

US DOT: 1963961 Docket Number: MC00729214

Legal Name: H&H TRUCKING LLC

Doing-Business-As Name:

Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax	Undeliverable Mail
2412 TUSCANY AVENUE VENTURA CA 93021	(805) 742-5118 Fax: (805) 476-2021			NO

Authority Type	Authority Status	Application Pending
Common	NONE	NO
Contract	ACTIVE	NO
Broker	NONE	NO

Property	Passenger	Household Goods	Private	Enterprise
YES	NO	NO	NO	NO

Insurance Type	Insurance Required	Insurance on File
BIFD	\$750,000	\$750,000
Cargo	NO	NO
Bond	NO	NO

BOC-3: YES  
 Broker/Company: PROCEED AGENT SERVICE COMPANY, INC.  
 To view Broker/Company and Process Agent listings, [Click Here](#)  
[Web Site Content and BOC-3 Information Clarification](#)

[Active/Pending Insurance](#) [Rejected Insurance](#) [Insurance History](#) [Authority History](#) [Pending Application](#) [Renewal](#)

May 6, 2026

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1300 New Jersey Avenue SE, Washington, DC 20590-1463 | 202-366-9000 | TTY: 202-366-9001 | Field Office Contacts

U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
Licensing and Insurance Public

Active/Pending Insurance

US DOT: 1963961 Docket Number: MC00729214

Legal Name: H&H TRUCKING LLC

Line	Type	Insurance Carrier	Policy/Event	Effective Date	Coverage From	Coverage To	Effective Date	Cancellation Date
81X	BIFD/Primary	CAROL INSURANCE CO.	CT5051962276	04/10/2024	80	\$750,000	04/10/2024	

[Carrier Details](#) [Rejected Insurance](#) [Insurance History](#) [Authority History](#) [Pending Application](#) [Renewal](#)

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## INFORMATION GATHERING (cont.)

### WHEN THE CLAIMS ADJUSTER CALLS

1. Critical point in time
2. Extract info on all insurance entities involved: Collision, Liability, Cargo
3. Get names, contact information for all insurance entities and adjusters
4. Get claim numbers
5. If invoice has been prepared, send to adjuster immediately and advise of daily storage rate

## #2 Billing: Format and charges

- ▶ Primary reasons recovery invoices are rejected
- ▶ Invoice must be clear and understandable
- ▶ Rates must comply with regulated rate schedule OR be "reasonable and customary"

# THE INVOICE FORMAT

## MUST INCLUDE:

1. Tow authorization (LE tow sheet)
2. Detailed narrative
3. Itemize each unit of equipment used
4. Hours unit was used/hourly rate
5. Labor charges: Task and hourly rate
6. Storage days/daily storage rate
7. Total due

# No More of These!:

DATE IN 8/7/00 DATE OUT \_\_\_\_\_ TIME \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

INSURANCE \_\_\_\_\_

LICENSE NO. 98 YEAR 1998 MAKE Chrysler MODEL PT CRUISER LEVEL CD

SPEEDOMETER \_\_\_\_\_

MILEAGE	<u>0</u>		
STORAGE	<u>0</u>		
LABOR	<u>4WD Callout</u>	<u>75.00</u>	
	<u>3.00 hrs OFF ROAD Time</u>	<u>525.00</u>	
	<u>TOW FROM SAND</u>		
	<u>4WD REPAIR WORK</u>		
	<b>TOTAL</b>	<b>600.00</b>	

It is understood that this company assumes no responsibility for loss or damage by theft, or by fire to vehicles or articles left in vehicles, placed with them for storage. An express mechanical lien is acknowledged for secure towing and storage.

**3195** \_\_\_\_\_  
SIGNATURE



## BILLING RED FLAGS

1. Lack of narrative
2. Standby time not verified
3. Excessive/unnecessary equipment on scene
4. Rates don't conform to rate regulations
5. Rates are not "customary and reasonable" in non-regulated environment
6. Duplicative charges
7. Absence of labor detail
8. Administrative fees as % of total invoice (incl. subcontractor charges)
9. Charges inconsistent with carrier's investigation

## INVOICE TIPS

### RECOMMEND

1. Detailed description of each unit of equipment (NOT "heavy-duty tow truck" or "rotator")
2. "Environmental restoration" not "wreck recovery"
3. Briefly state purpose of each unit of equipment
4. Brief description of each laborer's role
5. Include laborer's initials
6. Avoid charging time for labor of a tow truck driver (included in hourly rate for truck)
7. Document justifiable reason for any stand-by time
8. Reduced rate for stand-by time?
9. Reference source of any regulated rate (e.g., State Patrol Rules, Section 3.16(f))
10. Include name/contact info of person responsible for billing

## SUBMITTING THE INVOICE

### TIPS:

1. Cover sheet summarizing job
2. Professional format (Quikbooks or towing software programs, e.g., TOPS, Towbook, Atura, TowSuite, etc.)
3. Include photos and videos
4. Include accident report
5. Include list of applicable regulated rates (if any)



## INVOICE MATH AND CREDIBILITY

1. Double-counting shared charges
2. Credit for partial payments from other sources
3. Account for sale of salvage or TP payments
4. Rates don't conform to rate regulations
5. Update storage charges

# GOOD BILLING PRACTICES CAN KEEP YOU OUT OF COURT



#3  
Possessory Lien:  
Your most  
powerful  
collection tool

**PLEASE  
PAY IN  
ADVANCE**

The right to maintain possession  
until you are paid for your  
services

## A POSSESSORY LIEN GIVES YOU THE RIGHT TO HOLD THE VEHICLE UNTIL YOU GET PAID!

- ▶ Kan. Stat. Ann., Section 8-1103
- ▶ (a) Whenever any person providing wrecker or towing service, as defined by law, while lawfully in possession of a vehicle, at the direction of a law enforcement officer or the owner or as provided by a city ordinance or county resolution, renders any service to the owner thereof by the recovery, transportation, protection, storage or safekeeping thereof, a first and prior lien on the vehicle is hereby created...
- ▶ Tenn. Code Ann. Section 66-19-103(a)(1)(A):
- ▶ Garagekeepers or establishments substantially in the business of towing vehicles for hire ... hereinafter referred to as "towing firms," shall be entitled to a lien upon all vehicles that lawfully come into their possession and are retained in their possession until all reasonable charges due are paid.

## IMPORTANT ISSUES REGARDING LIENS:

Caution: Lien laws are specific and vary from state to state!

- ▶ Lien laws are very specific
- ▶ "Lawfully possessed." Police agency action required?
- ▶ Property impounded:
  - a. Vehicle
  - b. Personal property/cargo

## From a 2013 national newsletter to transportation lawyers:

### Combating Excessive Non-consensual Towing Charges

A growing concern of many carriers is the imposition of grossly excessive towing and recovery charges assessed by commercial towing companies following motor vehicle accidents. Complicating this situation is a patchwork of laws and regulations—or lack thereof—that may or may not exist at local and state levels and conflicting interests of potential concerned parties (including equipment owners and the respective physical damage insurance carriers, cargo owners and possible lienholders). Additionally, there is often a rush to timely recover vehicles and cargo that may be detained by the towing company.

Given this complicated situation, it is imperative that carriers move quickly to develop information and move toward resolution of the charges and recovery of their equipment and cargo. As such, we recommend the following actions to be started as soon as possible following a loss:

1. Develop Information—this includes obtaining and assembling copies of the accident report, the precise location

of the accident, cargo manifest, photographs, itemized towing bill, and the identity of the responding police and fire departments.

2. Demand Release of the Vehicle—carriers should immediately make a written demand for release of their equipment and cargo.

3. Quickly Involve Legal Counsel—because of the varying local laws and regulations that may affect resolution of the towing charges, storage charges and towing liens, it is imperative that carriers involve counsel quickly following a loss. For example, not all states provide for a lien for towing and recovery services, though unscrupulous towing companies may claim otherwise. If the towing company refuses to release the equipment and cargo in the absence of a lien, then a legal claim for conversion of property may arise.

There are of course other considerations to weigh when deciding how to respond to an excessive tow bill. In some cases, economic



realities simply may not support opposing the bill—even where it is unreasonable. In making these decisions, carriers must consider the amount actually in dispute (including the degree of overbilling) and the legal costs involved with fighting the charges. In some cases, it simply will not prove cost effective to retain legal counsel to fight excessive charges. However, there are a number of steps a carrier can take to contest the charges themselves, including lodging a complaint with the law enforcement agency managing the towing rotation or threatening retention of legal counsel if the towing company refuses to reduce its unreasonable and excessive charges.

## Perfecting the lien: Notice

### Tenn. Code Ann. Section 55-16-101 (g)

(1) [A]ny garagekeeper or towing firm, which has in its possession an abandoned, immobile or unattended motor vehicle taken into custody by a police department, and in whose possession the vehicle was lawfully placed by the police department, within three (3) business days after receiving verification of ownership, shall provide notice to the last known registered owner of the motor vehicle and all lienholders of record. \*\*\*

(2) A garagekeeper or towing firm that does not verify ownership of a motor vehicle within three (3) business days after taking possession of such motor vehicle pursuant to this section or that does not notify by mail the owner of such motor vehicle within six (6) days after taking possession shall not be entitled to receive more than six (6) days of storage-related expenses.

Beware: Lien rights can be waived in police contracts or rotation list regulations!



## WHO IS LEGALLY RESPONSIBLE FOR PAYMENT OF YOUR INVOICE? POSSIBLE PAYORS

1. Motor carrier
2. Trailer owner
3. Shipper
4. Consignee
5. Broker

## #4 COLLECTING FROM MOTOR CARRIER INSURANCE COMPANIES

- ▶ Towing/Roadside assistance
- ▶ Collision/Physical damage coverage
- ▶ Liability coverage
- ▶ Cargo coverage
- ▶ Non-Trucking Liability coverage (NTL)
- ▶ MSC-90 Endorsement

## COMMON DENIALS BY INSURANCE ADJUSTERS

1. "This is not covered under liability policy"
2. "The recovery/storage fees are unreasonable"
3. "The truck/driver was not listed on the policy"
4. "We only cover \_\_\_\_\_."
5. "The insured will not cooperate with us"

## TOWING/COMMERCIAL ROADSIDE ASSISTANCE COVERAGE

- ▶ Add-on to commercial auto collision policy
- ▶ Usually limited to \$5,000 and insufficient (nor intended) to pay large recovery bills
- ▶ Adjusters will try to convince you that is all the insurance company can pay ("That's the limit that we can pay")
- ▶ Take it!

## #5 The "No Towing Coverage" Scam

- ▶ Because there is no Towing/Roadside assistance coverage does not mean there is no coverage for towing and recovery
- ▶ The principal sources of coverage (liability and physical damage) do not mention the word "towing" or "recovery."

## SINGLE VEHICLE CRASH/ROLLOVER Collecting Under PHYSICAL DAMAGE/COLLISION COVERAGE

### Policy Language

Harco Commercial Auto Physical Damage Coverage (ISO) Form  
Section III(A)(2)(b)(4):

In the event of a loss, the insured has a duty to  
“[t]ake all reasonable steps to protect the covered  
‘auto’ from further damage.”

### ▶ Melvyn Spurgeon vs. Underwriters of Lloyd's of London

Melvyn Spurgeon's tractor-trailer was involved in a single vehicle motor vehicle accident in New Jersey on January 29, 2003. Both the tractor and trailer were covered by a physical damage (PD) policy issued by Underwriters.

The tractor and trailer were towed to Morristown Towing & Recovery, in Morristown, New Jersey. Underwriters refused to pay the towing and storage charges, claiming that there was no coverage under the PD policy for towing and storage charges.

On November 23, 2003, Morristown Towing filed suit against truck driver Spurgeon for payment of the towing and storage charges.

Underwriters eventually resolved the rest of Spurgeon's PD claim in July 2005 (by paying off bank liens). By then, the storage fees were very large. Spurgeon sued Underwriters to pay the towing and storage fees.

▶ Spurgeon vs. Certain Underwriters of Lloyds of London

U.S. District Court for the Northern District of West Virginia (2008)

## RULING

Under the "duty to protect" clause of a physical damage policy, a physical damage insurer is required to indemnify its insured for storage fees.

(In this case, over two years of storage fees paid)

What if the truck/trailer are total losses or fire losses?

Insured still has a contractual duty to preserve the salvage

BUT some courts hold that the storage of worthless salvage provides no value for owner/insurer of vehicle

# SINGLE VEHICLE CRASH/ROLLOVER: PHYSICAL DAMAGE/COLLISION COVERAGE

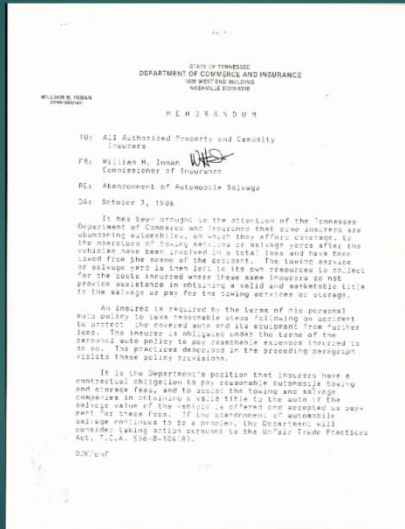
(cont.)

Direct claim by towing company against physical damage (collision) insurer

Collision insurance company which settled claim with the vehicle owner without first satisfying the towing and storage charges, knowing that vehicle was being held for lawsuit investigation, held responsible for two-years of storage fees.

*Goldston's Gulf v. Nationwide Ins. Co.*, 1988 WL 86538 (Tenn. Ct. App. 1988).

# Anti-salvage dumping laws and policies



## LET'S TALK ABOUT STORAGE FEES

A recurring issue in resolving claims

Unless the vehicle is subject to a law enforcement "hold" or being stored at the request of the collision insurer, foreclose lien and dispose of the vehicle salvage at earlier opportunity provided by law and apply proceeds to outstanding invoice.

Storage fees may be limited by a court based on your failure to mitigate damages ("cut your losses")!!!!

### #5: The "Liability Insurance Only" Scam

- ▶ Liability Adjuster: "I can't pay you because the insured only has liability coverage"
- ▶ Me: "Bulls—t!"

## SINGLE VEHICLE CRASH/ROLLOVER Collecting Under COMMERCIAL AUTO LIABILITY COVERAGE:



"We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies."

## Typical Liability "Property Damage" Claim



Liability insurer will pay building owner for "property damage" caused by its insured

## Another typical liability insurance “property damage” claim



Liability insurer will directly pay owners of red and black cars for “property damage” caused by its insured

Property damage  
claim here?



Motor carrier has only liability coverage.

Liability adjuster denies your recovery claim:



"Liability insurance doesn't cover rollover wreck recoveries"



"Our insured did not cause any damage to your tow truck or any other property of yours"



"The trucking company is responsible for your bill"

Property damage claim here?

YES!



▶ *Direnzo Towing & Recovery v. OOIDA Risk Retention Group*  
U.S. District Court for Massachusetts (2008)

A tractor-trailer overturned and was lying on Southbridge Street, in Worcester, Massachusetts.

No other vehicles involved in the accident.

Direnzo's Towing recovered the wrecked vehicles



Trucking company has only liability insurance through OOIDA.

OOIDA refuses claim for towing and recovery under liability policy.



"We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies."

▶ *Direnzo Towing & Recovery v. OOIDA Risk Retention Group*

*U.S. District Court for Massachusetts (2008)*

1. Truck wreck and resulting highway obstruction "caused significant damage to public property."
2. The trucking company was "legally responsible" to pay the cost of clearing the roadway.
3. The federal district court concluded that the language of the trucking firm's liability insurance policy "*unambiguously*" covered the towing company's claim for its costs incurred in removing the vehicles from the highway, thereby remediating the public property damage.

**BUT**

*Big Wheel v. Safety Insurance*  
*(Mass. Ct. of App. March 2017)*

▶ The Court stated:

- ▶ The mere presence ... of Raposa's damaged car on the Commonwealth's property is not a loss of use so sufficient to constitute property damage under [the liability insurance clause]. Were that the case, every damaged or disabled vehicle on the Commonwealth's roadways would be entitled to towing at the expense of an auto insurer under the compulsory coverage ...
- ▶ Simple recoveries, without more, may not be payable under liability



## THE MCS-90 ENDORSEMENT

- ▶ MCS-90 is proof that the insurer has provided the motor carrier with the minimum \$750,000 of liability insurance required under the Motor Carrier Act.
- ▶ Under the MCS-90 endorsement the insurer is obligated to pay for "public liability" resulting from negligence in the operation, maintenance, or use of motor vehicles subject to the [Motor Carrier Act's] financial responsibility requirements.
- ▶ "Public liability" is defined as bodily injury, property damage, or environmental restoration.
- ▶ Issued by insurance company but it is NOT "insurance"
- ▶ Insurer's obligation to pay is NOT affected by any term, limitation or exclusion found in the policy to which the MCS-90 is attached.
- ▶ Whether the vehicle or driver is listed is of no consequence under the MCS-90 ... the insurer must pay.

## SINGLE VEHICLE CRASH/ROLLOVER: MOTOR TRUCK CARGO INSURANCE

Covers motor carriers hauling someone else's property. Pays for damage or loss to the cargo. Depending on coverage can also cover some pollution removal and loss-recovery expenses, i.e., cargo cleanup expense.

### DEBRIS REMOVAL ENDORSEMENT

May be coverage limits

## THE ESCALATION LADDER

1. Initial demand
2. Supplemental demand
3. Request for written denial
4. Supervisor escalation
5. Administrative complaint (if useful)
6. Litigation

#7:  
Truck/Driver Not  
Listed on Policy:  
MCS-90

- ▶ Either truck or driver not listed on policy
- ▶ Coverage denied
- ▶ MCS-90 Endorsement will provide for payment

## Steps of a MCS-90 claim

- ▶ 1. Towing company has claim for public property damage and/or environmental restoration (hazmat)
- ▶ 2. If a liability insurer refuses to pay a wreck or roll-over recovery the towing operator must SUE the motor carrier for the recovery charges
- ▶ 3. MCS-90 does not cover storage fees
- ▶ 4. Towing company obtains judgment against the motor carrier. (Usually default judgment)
- ▶ 5. Towing company can pursue lawsuit DIRECTLY against the liability insurance carrier

## #8: When YOU get sued: Replevin

- ▶ Trucking company, lienholder, or insurance company seeks possession of vehicle
- ▶ Replevin is court order for possession when charges are disputed
- ▶ Bond posted in lieu of towing company possessory lien
- ▶ Tolls storage fees
- ▶ Court hearing to decide reasonable fee
- ▶ Paid out of posted bond
- ▶ Large bond can be invested

## LITIGATION: THE LAST RESORT



## Litigation is Expensive!

- \$ Attorney's Fees ????
- \$ Filing Fees
- \$ Service Costs
- \$ Expert Costs, etc.



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# Can I Get My Attorney's Fees if I Don't Get Paid and Have to Sue?

THE ANSWER:

MAYBE

Consider an Attorney's Fees Clause in  
the Invoice *Signed* by the Customer

Example:

"In the event ABC Tow has to initiate legal proceedings to collect this invoice, customer agrees to pay ABC Tow's reasonable collection costs, including attorney's fees."

## Who Should You Sue?

EVERYONE YOU CAN!!!

1. The trucking company
2. The broker
3. The shipper
4. The consignee

## Legal basis for suit?

### Theories of legal recovery:

1. Express contract
2. Implied contract
3. Quantum meruit
4. Equitable subrogation

# SPLITTING THE BILL?

West's Annotated Code of Virginia  
Title 46.2, Motor Vehicles (Refs & Annos)  
Subtitle II, Titling, Registration and Licensure  
Chapter 6, Titling and Registration of Motor Vehicles (Refs & Annos)  
Article 2, Titling Vehicles (Refs & Annos)

VA Code Ann. § 46.2-644.01  
§ 46.2-644.01. Lien of keeper of garage  
Effective: October 1, 2009  
Currentness

A. Every keeper of a garage, and every person keeping any vehicles shall have a lien upon such vehicles for the amount which may be due him for the towing, storage, recovery, and care thereof, until such amount is paid...

F. For the purposes of this section, in the case of a truck or combination of vehicles, the owner or in the case of a rented or leased vehicle, the lessee of the truck or tractor truck shall be liable for the costs of the towing, recovery, and storage of the cargo and of any trailer or semitrailer in the combination. Nothing in this subsection, however, shall bar the owner of the truck or tractor truck from subsequently seeking to recover from the owner of any trailer, semitrailer, or cargo all or any portion of these towing, recovery, and storage costs.

## #9: Roadblocks to Collection

- ▶ Poor documentation
- ▶ Multiple insurers/adjusters
- ▶ Bankruptcy of carrier
- ▶ No lien on cargo
- ▶ The dreaded trailer fire
- ▶ Excessive storage fees
- ▶ Admin fees as % of invoice

# Questions/Comments



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