

at-fault driver's insurance company. However, if the at-fault driver or his/her insurance is unwilling to pay, you may need to file a claim in Small Claims Court in order to collect this benefit.

### Serious Injuries

If the other driver is found to be at fault in any way, a person may be able to bring a lawsuit against the driver if the person suffered a "serious impairment of a body function, permanent serious disfigurement, or death." In order to file suit, the person must meet one of these "threshold" injuries. An attorney should be consulted to determine eligibility to bring suit against a negligent driver.

Unlike no-fault benefits, a successful lawsuit against the negligent driver may entitle a person to receive damages for pain and suffering, excess economic damages, loss of companionship from your spouse, and other damages not limited under Michigan no-fault benefits. A suit of this type must be filed within three years after the accident or be precluded by the statute of limitations.

### Full v. Coordinated Benefits

Under the Michigan no-fault system, an insured person may purchase either a "full" or "coordinated" benefits no-fault package. Under the full benefits package, the no-fault insurer is obligated to pay no-fault benefits, even if similar benefits are available through another health insurance company. With a coordinated benefits package, the no-fault insurer only has to pay those expenses not covered by the other policy. If you coordinate your policy, thinking you may save a small amount of money, you may not get the care you need.

### Conclusion

If you are injured in an automobile accident, you may wish to consult an attorney to determine whether you are receiving all the benefits you are entitled to under your no-fault insurance. Also, if the other driver was at fault, you may wish to consult an attorney to determine if you have rights against the negligent driver.

### What if My No-Fault Insurer Refuses to Pay?

#### Filing a Complaint with OFIS

If you are in a dispute with an insurance company regarding payment for chiropractic services rendered or denial of chiropractic coverage, and you have been unable to resolve the situation to your satisfaction, the Michigan Office of Financial and Insurance Services (OFIS) may be able to help.

OFIS will attempt to resolve the complaint and see that your questions are answered. Their interactive complaint form can be found online at [www.michigan.gov/documents/cis\\_ofis\\_e\\_form\\_25076\\_7.pdf](http://www.michigan.gov/documents/cis_ofis_e_form_25076_7.pdf). Be sure to include all pertinent information, including: Name of insurer and/or agent involved in the dispute; policy and claim numbers; details of all previous attempts to resolve the matter; and, copies of any and all documents that help verify/explain the problem. Always send copies. Never send original documents.

Once OFIS receives your complaint, they will open a file and contact the parties named in the complaint. When OFIS's review is complete, they will provide you with a written statement of their position.

Provided by your chiropractor

# Auto No-Fault in Michigan

## Know Your Rights



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Michigan is a no-fault state, meaning that automobile insurance will cover losses from an automobile or motorcycle accident regardless of whether or not you were at fault. Instituted in 1972, Michigan's no-fault system guarantees unlimited lifetime medical coverage in exchange for reasonable limitations on the right of victims to sue negligent drivers. (If you were not at fault, and you suffered serious injuries, you may still be able to bring a lawsuit against the driver at fault.) The following details the benefits you are entitled to under your no-fault insurance.

## Entitlement

Michigan law requires benefits be provided by an insurer when a person suffers "accidental bodily injury which arises out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle." This Personal Injury Protection (PIP) coverage pays for chiropractic or medical care and related expenses, rehabilitation services, funeral and burial expenses, wage loss, survivors' loss payments, and replacement services.

## Health Care Benefits

Chiropractic and medical treatment shall be paid by the no-fault insurer, so long as the treatment is "reasonable" and "necessary." These benefits are unlimited, with the only requirement being that the injuries were incurred as a result of the automobile accident. Additional health care benefits include:

### Medical Expenses

PIP benefits are payable for all "allowable expenses consisting of all reasonable charges incurred for reasonably necessary products, services and accommodations for an injured person's care, recovery, or rehabilitation." This includes: Chiropractic, hospital, physician and psychological services; prescriptions; medical equipment; prosthetic devices; and, other related expenses.



### In-Home Care

PIP benefits include in-home nursing care and unskilled attendant care (which may be provided by a family member), if the care is deemed necessary for the injured person's care, recovery, and rehabilitation.

### Accommodations

PIP coverage provides for renovations to make a dwelling handicapper accessible, or to build a new residence for catastrophically injured persons when their prior residence, even with renovations, is no longer adequate. The insurance company may, however, hold title to a residence built for this purpose.

### Special Transportation

The no-fault insurer may be obligated to pay for the purchase and/or modification of a motor vehicle for the transportation of a seriously injured person.

### Wage Loss

The no-fault statute provides for wage loss benefits equal to 85 percent of the injured person's gross wages. This benefit does have a maximum monthly rate (\$4,589, effective October 2006), and wage loss benefits will only be paid for up to three years. If your current monthly income exceeds this maximum, you may wish to consider additional wage loss coverage to make up the difference in the case of a disabling injury. Lost income can only be compensated if it can be shown that the injured person was unable to work during the three-year period. If the injured person was unemployed or already medically disabled at the time of the accident, there is no right to wage loss benefits.

### Replacement Services

A person disabled as a result of an automobile accident may receive up to \$20 per day in replacement services. Replacement services cover services normally performed by the disabled individual that can no longer be performed as a result of the accident. They may cover day-to-day house and property maintenance, such as grocery shopping, babysitting, cleaning, laundry, lawn care, driving, etc. These services are payable for up to three years after the date of the accident.

These services must be "reasonably incurred" because of the accident to be recoverable. Generally, your DC or MD must determine replacement services are required for the patient. Even family members who assist in performing replacement services can be claimed in receiving this benefit.

### Survivors' Benefits

If an individual dies as a result of an auto accident, their

spouse and/or dependants may continue to receive economic benefits for three years after the date of the accident. These benefits are subject to the same maximum monthly benefit ceiling applicable to wage-loss claims. Additionally, survivors are entitled to a separate funeral and burial expense of either \$1,750 or \$5,000, depending on the type of coverage the victim was carrying at the time of the accident.

## Rehabilitation

Rehab benefits are broadly defined and may include such services as job retraining, physical rehabilitation, and modification of home or automobile to accommodate permanent limitations.

## Mileage

All travel to and from the chiropractor or medical doctor's office should be reimbursed. This also includes travel to and from physical therapy, or any other health-related service that is reasonable and necessary medical treatment. It is best to maintain a log of the dates, distance, and which health care provider or facility was visited.

## Notice Requirements

The injured person must file a claim for benefits within one year of the accident date. Lawsuits for non-payment of benefits must be filed within one year of the date service was provided.

## Denial or Termination

If the injured person makes a claim for no-fault benefits with their insurance company and benefits are denied, they may bring a lawsuit against your no-fault insurer for breach of contract against the no-fault insurer. Likewise, if benefits are paid and subsequently terminated, the insured may bring legal action to resume no-fault benefits. There are notification requirements, so the insured may wish to consult an attorney if these issues arise.

## Negligent Drivers

### Property Damage

No-Fault will pay up to \$1 million for damage the insured's car does to other people's property, such as buildings and fences. It will also pay for damage the car does to another person's properly parked vehicle. It does not pay for any other damage to cars.

If the other driver was determined to be at fault, the insured may be able to receive up to \$500 for damages to your vehicle in the event a deductible must be paid, or if a property damage claim not covered by insurance is incurred. This will often be paid voluntarily by the