



AFTER YOUR AUTO ACCIDENT PERSONAL INJURY CASE

Everything you need to know about Personal Injury Benefit Recoveries That Are Recoverable After You Settled Your Case



Personal Injury Benefit Recoveries That Are Recoverable After Settlement

Have you missed time from work as a result of a motor vehicle accident? If so, were you paid for the time you missed?

Did your previous attorney pay out liens against your Personal Injury Recovery?

You may be entitled to some of that money back. TonaLaw can help.



What benefits are recoverable under the NYS No-Fault Statute, even After Settlement?

1. Medical Provider Liens
2. Medicare and Medicaid Liens
3. Surgical Funding Liens
4. Health Insurance Liens
5. Lost Wages



Personal Injury Clients seeking to recover **lost wages** and **medical lien reimbursements** are personally and economically invested in their claims. In addition to the financial aspects of a claim, often clients also feel vindicated, as they have spent months if not years battling with the no-fault carrier to recover benefits which they are entitled to by statute, and in most instances are wrongly or prematurely denied.

It is common practice for medical providers to take a contractual lien against a personal injury case. Clients who were injured in an automobile accident, and settled their personal injury cases, may still be owed more money.

Many Personal Injury Law Firms settle a Personal Injury Case, pay off the lien, pay the injured person, and close the file. However, some benefits are recoverable after a settlement, under No-Fault Insurance.

This holds true for single-car accidents as well.



Other than a Personal Injury Settlement, What Claims are Eligible for Recovery by an Injured Party/Person?

1. Medical Benefits: Injured Party claims for medical expenses most often arise from statutory or contractual liens against a personal injury case. (For Lost Wages/Earnings, see page 6)

A: Medical Provider Lien- In most circumstances, an Injured Party will assign their benefits to a medical provider, and the provider will pursue payment directly from the no-fault carrier after the denial of claims is issued.

However, there are times when the provider will take a contractual lien against the Injured Party's personal injury file instead. When these liens are paid with proceeds from a personal injury settlement, the client may be entitled to reimbursement from their no-fault carrier if the medical services should have been covered under no-fault.

Our firm recently recovered a medical lien payment for another Personal Injury firm's client that was paid pursuant to a lien contract from the client's personal injury settlement. We advised our client to continue treatment where the treating doctor found and advised that it was medically necessary. The treating doctor and the client agreed to pay for the treatment by placing a lien against the client's personal injury case to cover the cost of further treatment. When the personal injury case settled, the \$11,000.00 medical lien was paid out of the client's personal injury settlement proceeds.

Thus, the client essentially paid for treatment that otherwise would have been covered by the no-fault carrier, had they not denied coverage based on an IME.

TonaLaw negotiated a settlement whereby the client received nearly \$13,000.00 in reimbursement for lien payments (and interest) made from his personal injury settlement, as the no-fault carrier should have paid the medical bills in the first place.



B: Medicare Medicaid, and other Health Insurance - When Medicare, Medicaid or other statutory lienholders pay for services that otherwise should have been covered by no-fault insurance, a statutory lien is imposed on a client's personal injury settlement. After the lien has been negotiated and paid, reimbursement can be pursued in arbitration against the no-fault carrier, if the no-fault carrier should have paid the services originally, but did not.

C: Surgical Funding Liens - Liens taken out against your Personal Injury Case by a surgical funding company, in order to pay for necessary surgeries as a result of your accident. These companies are lawsuit funding companies that provide surgical funding as well as pre-settlement and post-settlement funding to plaintiffs.



2: Lost Wages/Earnings

These are claims for lost wages due to an inability to work related to injuries resulting from a motor vehicle accident. The insurance carrier will often dispute that the Injured Party was disabled and will often claim that the EIP could have returned to work at an earlier date. Our firm handled one such case recently where the Injured Party client was entirely at fault for the motor vehicle accident.

Regardless of the Injured Party's liability for causing the accident, his lost wage claims were covered under no-fault. We pursued his insurance company for reimbursement for the time he missed from work due to the injuries he suffered in the accident. The insurance carrier denied his claim due to an independent medical exam which stated he could return to work, stating he was allegedly no longer disabled.

TonaLaw brought the claim, fought for the Injured Party, and won. Consequently, the client was \$14,000.00 for lost wages. The same client brought two other additional claims for lost wages for different time periods of lost employment. After winning the first claim, all the subsequent claims settled. Overall, TonaLaw recovered over \$60,000.00 in lost wages for the client. There may be a claim when an Injured Party is promised employment but is unable to accept the position due to injuries from a motor vehicle accident. There are also instances when an Injured Party is cleared to return to work however the position is no longer available. In another recent case handled by our firm, the carrier denied the Injured Party's lost wage claims on the grounds that she was not "employed" at the time of the accident.

Our client, prior to the motor vehicle accident, was offered and had accepted a position of employment. However, the client had sustained such severe injuries from the accident that she was forced to reject the newly acquired position. The carrier denied her lost wages claim on the grounds that no employment records had been signed and that the Injured Party was never offered a position. TonaLaw rebutted the carrier's position, fought the denied claim, and the client was awarded \$11,200.00 in lost wages.



3: Reasonable and Necessary Expenses: up to \$25.00 a day may be recoverable through arbitration. Some examples of reasonable and necessary expenses include taxi fares to and from doctor appointments or co-payments for treatment. Usually, this is an addition to lost wages or medical liens reimbursement and is not a case in itself.



QUESTIONS? FOLLOW THESE NEXT STEPS:

- 1) Did you already settle your Personal Injury case? Did your case involve an automobile accident in New York State?
- 2) If so, you may be owed more money.
- 3) Call 844-TONALAW or email contact@tonalaw.com
- 4) We will consult with you, for free, about your possible Lost Wages and/or Liens Reimbursement case

(Results are not guaranteed.)



TONALAW

THE LAW OFFICE OF THOMAS TONA, P.C.

tonalaw.com

844-TONALAW

contact@tonalaw.com

We Fight For You.