Heinlein Law

NO FAULT AUTOMOBILE INSURANCE COVERAGE

MEDICAL EXPENSES

Amount of coverage available:

The amount of coverage you have for medical expenses in the event of an automobile crash depends on the amount of coverage you carry through your insurance policy. Minnesota Statues 65B.44 allows up to $20,000 to be paid to you for your no fault medical expenses from you own auto insurance as a result of a car accident.

Where can I obtain treatment?

Once you have called in your claim to your own automobile insurance company you will be assigned a no-fault adjuster, and you will be given a claim number that you may use for your treatment at any medical office or hospital. You are not required to use a specific provider or clinic. You will not be using your personal health insurance unless you have no automobile insurance coverage or your No-fault Expenses have been used up or cut off.

Reasonable and necessary medical expenses are covered.

Minnesota law requires that no-fault automobile insurance pay for medical expenses that are reasonable and necessary such as: medical, surgical, x-ray, optical, dental, chiropractic and rehabilitative services, prosthetic devices, prescription drugs, necessary ambulance and all other reasonable transportation expenses incurred in traveling to receive covered medical benefits, hospital, extended care and nursing services. Also included are physical rehabilitation treatment and occupational training. All of the above care and treatment must be for injuries resulting from the motor vehicle accident. [Minnesota Statutes 65B.44]

You can also be compensated for mileage and parking expenses incurred when you go in for medical treatment.

Minnesota law requires that mileage to and from treatments and parking costs must be reimbursed as “reasonable transportation costs.” These are actual costs to claimant and most often are paid at the IRS rate of 70 cents per mile (2025), unless you can document higher costs that are reasonable. You are also entitled to reimbursement for the work hours you miss when you have to attend medical, physical therapy or other medically related appointments. The medical treatment must relate to your accident.

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You are entitled to compensation for occupational therapy and rehabilitation.

However, the insured (you) must provide notice to the insurance carrier within sixty days of incurring $1,000 or more of rehabilitation expenses, or the available benefits may be limited to $1,000.

You should continue treating with your medical providers until you have reached "maximum medical improvement."

It is important for you to see a medical doctor of your choosing as soon after the accident as possible. Although treatment with a Chiropractor is useful and can assist you greatly with healing, especially with soft-tissue back and neck injuries, we have found that insurance companies are more likely to pay fair compensation for a claim if the injured person has also treated with a medical doctor.

Always let your medical doctor direct your care. Follow your doctor's orders and ask your doctor's opinion about the need for chiropractic treatment or physical therapy. Return to your doctor periodically during healing so that your doctor is informed about your injuries and will be able to write a letter for you later as to the extent of your injuries. Chiropractic treatment should be balanced with medical treatment. And both forms of treatment should be covered under your no fault insurance.

Be sure your attorney knows all of your medical providers.

You must keep your attorney up to date on your medical status, including treatment and providers. Be sure to alert your attorney immediately when you begin or stop care with any providers.

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