

NO FAULT AUTOMOBILE INSURANCE COVERAGE

TERMINATION OF BENEFITS

There are a number of reasons why your no-fault benefits may be terminated:

1. You have experienced similar complaints and injuries prior to the accident.
2. Your early symptoms are inconsistent with later treatment.
3. The medical records document that your symptoms have greatly improved.
4. You fail to follow medical recommendations for follow-up visits, self-care, exercise, etc.
5. You have long periods where you have not treated with a medical doctor or physical therapist or chiropractor.
6. You have a lack of objective findings. In other words, you have no way to prove the extent of your injuries through your medical records and are relying solely on your own testimony.
7. You go to a doctor for health care unrelated to your accident and the medical records from that visit document that the “affected areas” (those injuries caused by the accident) are normal.
8. You failed to report your injuries immediately after your crash or received no treatment for several weeks or months after the accident.
9. After 9 months to a year, you have experienced no improvement with medical care. If this is the case, the insurer will likely terminate the benefits because they will argue that the treatments are not beneficial or that you have reached “maximum medical improvement.”
10. You have had unusual treatment techniques, or unusually expensive or extensive treatment techniques.
11. Your medical professional over-treats you, such as recommending treatments 3-5 times per week.
12. You have not treated for over one year.

Your no-fault insurer can usually cut you off from benefits if you there is a one-year lapse in treatment or disability.

Termination is allowed when the insurer can show that the policy contains a one-year lapse provision and there was a one-year lapse in the treatment or disability. The no-fault insurer must notify you in writing sixty (60) days before the one-year lapse. It is important to have a yearly checkup to monitor your condition.

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Your insurer can demand that you attend an independent medical examination (IME) and make a determination about whether your benefit needs to be continued.

After providing no-fault benefits for a period of time, the insurer can demand that the injured person attend an IME. This “independent” medical examination is always paid for by the no-fault insurer with the goal of cutting off the injured person’s no-fault benefits. By law you are required to attend an IME, if requested.

If your benefits are terminated, you may have the right to file a claim for arbitration with the American Arbitration Association.

At the time the arbitration is filed, the unpaid benefits must total less than \$10,000. Your attorney will assist you with arbitration. If your no-fault benefits are cut off, you must use your private health insurance for the payment of your medical bills related to the crash. It remains important that you continue treating your injuries if you are still suffering symptoms in order to prove up your claim for bodily injury against the at-fault driver.

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