



Navigating Your Motor Vehicle Accident Care

A guide compiled by Valeo Health and Wellness Center

Table of Contents

MVA Definitions.....	2
Personal Injury Protection (PIP)	2
No-fault	2
Damages	2
Pain and Suffering	2
Pre-injury Status	2
Independent Medical Exam	2
Personal Injury Protection (PIP) Coverage	3
Medical Expense Coverage	3
Other Coverage	3
Lost Income	3
Household Services.....	3
Calculating Pain and Suffering Damages	4
Independent Medical Exam Details.....	4
Am I required to attend the IME?	4
When will an IME be scheduled?	5
Should I tell Valeo Health and Wellness Center when I am scheduled for an IME?	5
What happens at the IME?	5
When will I know the results of the IME?	5
How do I get more treatment after my auto benefits have been terminated?	5
Tips for an IME (Provided by Find Law for Legal Professionals).....	5
PREPARATION	5
MEETING THE DOCTOR	6
THE PHYSICAL EXAMINATION	7
TIME	8
AFTER THE EXAM	8
General MVA Tips	9
Requirements for Receiving Care at Valeo Health and Wellness Center	9

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MVA Definitions

Personal Injury Protection (PIP)

Personal injury protection (PIP) is a form of auto insurance required for all drivers in Minnesota. It covers the costs of your own injuries in an automobile accident, regardless of who is at fault. As such, it's also known as "no-fault" insurance. PIP insurance covers medical expenses, lost income, and other expenses, such as child care costs, that result from an injury in a car accident.

The minimum coverage required for PIP insurance in Minnesota is \$40,000 per person per accident (\$20,000 for medical expenses and \$20,000 for nonmedical expenses).

No-fault

Minnesota is a no-fault state. This does *not* mean no one is at fault for the accident but that health care benefits are paid out by your own personal insurance, not by the other party.

Damages

The amount of money which a plaintiff may be awarded in a lawsuit.

Pain and Suffering

Physical and mental anguish caused by an injury, including physical damage to the body like a fractured skull; discomfort caused by more subtle sources, like aches; temporary or permanent restrictions on activity; the shortening of your or a loved one's life; mental anguish like depression; embarrassment like that from burning or scarring; or anything else caused by the accident that is not a welcomed repercussion.

Pain and suffering falls into the category of "general damages". These general damages are paid by whomever caused an injury due to their negligence or intentional harm. The amount of money available for pain and suffering is subjective. It depends on the amount of the current medical bills, future medical costs, lost wages, and other factors.

Typically, pain and suffering damages compensate you for any mental or physical pain and suffering, loss of companionship, inconvenience, scarring, disfigurement, or emotional distress.

This refers to the non-tangible "costs" incurred by an auto accident. For example, time taken to go to appointments, pain preventing you from concentrating at work or with family, time taken to deal with getting your automobile fixed, etc.

Pre-injury Status

Back to the condition you were before the auto accident.

Independent Medical Exam

An IME is an exam scheduled with a physician hired by your auto insurance to get a second opinion from a 3rd party medical provider as to the status of your health.

The doctor is examining you **solely** to obtain information that will either allow your insurance company to terminate its obligation to pay your medical bills or to question your

injuries should your case go to trial. Often, it is for the specific purpose of getting a report that will terminate your treatment and payment of any future healthcare bills.

It is also known as an "adverse exam" because it is adverse to the patient's welfare in getting better from their injuries.

Personal Injury Protection (PIP) Coverage

Medical Expense Coverage

One of the most important benefits of [PIP insurance](#) is that it allows you to seek and pay for medical care without having to reach a settlement with the other driver. PIP covers all "reasonable expenses for necessary medical care" as a result of any injuries you sustained in a car accident, such as broken bones, whiplash or head trauma. According to Minnesota law, this can include:

- Medical services
- Surgery
- Medication
- Dental services
- Chiropractic services
- Rehabilitation
- Prosthetics
- Transportation to medical care
- Hospital stays

Other Coverage

In addition to medical costs, PIP coverage will reimburse you for lost wages and the costs of household services you would normally provide.

Lost Income

For lost income, it includes up to a maximum of 85% of gross pay up to \$500 per week. For example, if you make \$500 per week (equivalent to \$26,000 annually), you'll receive \$425 per week until you are well enough to return to work or you've reached your policy limit. If you make \$588 per week or more (equivalent to \$30,576 annually), you'll receive \$500 weekly. Keep in mind that if you resume working, even part-time, any amount you earn will be subtracted from the payout you receive from your PIP coverage.

Household Services

You'll also be compensated for the costs of "replacement services," or chores and other unpaid household work you're unable to do as a result of your injury. This includes things like housekeeping, purchasing groceries and preparing meals, mowing, and shoveling, among others.

Replacement services benefits pay up to \$200 per week, and you can begin to receive them seven days after your accident.

Calculating Pain and Suffering Damages

There are various things that can be considered “pain and suffering” after an accident. This can include a person’s:

- Mental or physical pain and suffering
- Loss of companionship with a significant other
- Loss of consortium of a spouse
- Inconvenience
- Scarring
- Disfigurement
- Emotional distress
- Loss of enjoyment of life

There are no strict rules for determining a dollar amount for pain and suffering damages. In some cases, pain and suffering damages are calculated by taking the total amount of economic damages (medical expenses, lost wages, etc.) and multiplying that number by three. For example, a person who sustains \$5,000 in medical bills and lost income may ask for \$15,000 in pain and suffering damages.

Another method that could be used is called the per diem approach. Using this method to calculate pain and suffering, an attorney may attach a certain dollar amount to each day after an accident until the plaintiff has reached maximum recovery. For example, an attorney could ask for \$100 per day. If a person does not reach full recovery for 300 days, they would ask for \$30,000 in pain and suffering damages.

Proving these injuries can be complicated, and an attorney may use various forms of evidence to support your claim. For example, your attorney could use:

- Personal journals
- Statements from family and friends about how the injury has affected your life
- Proof of treatment by a mental health professional if a plaintiff is claiming injuries such as anxiety, depression, PTSD, or insomnia

Serious injuries are much more likely to see the plaintiff receive pain and suffering damages, and a skilled attorney will be able to prove the extent of your damages.

Independent Medical Exam Details

Am I required to attend the IME?

Most often, yes. Under Minnesota No-Fault Laws your auto insurance company has the right to have you examined by a physician of their choice when you make a claim for health care payments. We recommend you discuss your rights with a personal injury attorney when an IME has been scheduled.

When will an IME be scheduled?

Usually within 3-6 months from the date you start treatment for your injuries. It may be sooner if there is minimal damage to your vehicle or if there is poor cooperation between you and your claims adjuster.

Should I tell Valeo Health and Wellness Center when I am scheduled for an IME?

YES. Your insurance will only notify you and your attorney if you have one. It is important for our staff to know what the date of the IME is so we can discuss options with you for treatment after the IME and answer any questions you may have about the process.

What happens at the IME?

Usually the physician or staff will take a history and then the physician will do a brief exam checking for areas of pain, checking your range of motion, or checking muscle strength. The physician will ask questions about what treatment you have received and if it is helping. Be honest but concise.

When will I know the results of the IME?

An IME report is sent to your claims adjuster typically 2-3 weeks after the IME is performed. The termination of auto insurance benefits is usually the date of the IME or the date the report is dictated by the physician.

Remember, either way the purpose of the IME often is for your auto insurance to stop paying for your health care claims. Rarely does the IME report state that you need more treatment.

How do I get more treatment after my auto benefits have been terminated?

If the IME report terminated any further treatment for your condition, you have a few options.

- You may need the assistance of a personal injury attorney to protect your rights and get your health care bills paid on future treatment.
- You may need to file claims with your health insurance and pay a deductible or co-insurance for any future treatment.

Don't let your auto insurance stop you from getting the treatment you need to fully recover from an auto accident.

Tips for an IME ([Provided by Find Law for Legal Professionals](#))

PREPARATION

One way to strengthen your case and be more relaxed during the exam is to organize your thoughts about the following items so you can present your medical history to the doctor in a logical and concise, but complete manner.

- Your medical history, including any prior injuries;
- How the accident occurred;

- What areas of your body were injured;
- What are your primary symptoms;
- When do your injuries cause you pain;
- What movements or activities aggravate your injuries and cause pain or discomfort;
- What treatment or medication makes your injuries feel better; and
- What activities have been affected or limited by your injuries.

Once you have organized your thoughts in writing, review the summary with your spouse, friend, or co-worker to see if they notice any items you omitted. **Review the summary prior to your exam, but do not bring the summary with you to the exam.**

Note the date, time and place of your exam and the name of the doctor who will be examining you.

Arrive early for the exam. By arriving early, you will be more relaxed and have adequate time to fill out any forms.

Plan extra time into your schedule. If the doctor is delayed, you won't feel rushed or upset during the exam. You will also want to have extra time after the exam to prepare a written summary and to call your attorney to discuss the exam.

If you need directions to the location of the exam, contact the office where the exam will take place. Usually, a phone number to obtain directions is provided in the letter from the scheduling agency informing you of the date, time, and place of the exam.

MEETING THE DOCTOR

The doctor will ask questions of you in order to formulate opinions about your injuries. The doctor will ask questions about the following items:

- Your complete medical history including any prior injuries;
- How the accident happened;
- How you were hurt in the accident;
- What areas of your body were injured;
- What are your primary symptoms and have they improved since the date of the accident;
- How severe is your pain or discomfort;
- What treatment have you received for your injuries;
- What movements or activities make your injuries feel worse or cause pain or discomfort;
- What treatment or medication makes your injuries feel better by lessening your pain or discomfort;
- What activities have been affected or limited by your injuries; and
- How you feel now.

Be honest in your answers, but be careful that you understand each question before you answer it. **For example, if the doctor asks, "How do you feel now?" you should find**

out if he wants to know how you feel that minute or at this point after the accident. You may feel pretty well at that particular moment, but may have had pain associated with your injury earlier in the day, so it's important to be specific and accurate in your answers. Take time to answer all questions carefully. If a question is unclear or confusing, don't be afraid to ask the doctor to explain or rephrase the question before you answer. Don't be rushed into answering without thinking. If you make a mistake, correct it immediately.

Avoid unnecessary elaboration. Remember that the doctor is hired by the insurance company to help its case. So, while you should always answer a question politely, honestly, and completely, don't ramble on or elaborate unnecessarily. Any facts that are discovered during your exam may be used against you at a later date.

Try to remember what goes on during the exam in as much detail as possible, but don't take notes in front of the doctor or bring a tape recorder into the exam. Taking notes in front of the doctor or tape recording the exam will make it appear that you are more interested in obtaining money for your injuries rather than your health.

Focus on answering the questions honestly and accurately. When the exam is over, prepare a written summary. You will be surprised at how much you remember.

During the exam, you'll be asked to describe your pain and discomfort. Since pain is subjective and often difficult to describe, it may be best to describe your pain by referring to what areas of your body hurt when you do certain movements or activities. Be as truthful and accurate as possible in describing your injuries and the effect your injuries have had on you. No one likes complainers who exaggerate their injuries. On the other hand, don't understate your pain and the problems it causes you.

The doctor will be observing you during the exam. He is looking for inconsistencies in your complaints as compared to his observations. For example, you tell the doctor that you can't turn your head to the right. Later, the doctor goes to your far right and asks a question. You turn your head all the way to the right to look at the doctor. Your physical action is turning your head is inconsistent with your prior response.

THE PHYSICAL EXAMINATION

After taking a medical history from you, the doctor will make a physical exam of your body. The exact procedures to be followed during the exam vary based on your injuries and the doctor conducting the exam; **however, it is extremely important to note the exact amount of time the doctor spends actually examining you.**

- **Do not** volunteer any information not requested.
- **Do not** discuss who is at fault in your case.
- **Do not** discuss settlement of your case.
- **Do not** allow the doctor to take x-rays or conduct other diagnostic tests.
- **Do not** take any written or psychological tests such as a MMPI.
- **Do not** go to any other doctors or facilities without your attorney's approval.

TIME

During the course of your exam, without the doctor knowing it, keep track of the time the doctor spends with you and what is being done during each time period. For example:

- 2:00 p.m. Arrive at the doctor's office.
- 2:15 p.m. Appointment time.
- 2:30 p.m. Go to examining room.
- 2:40 p.m. Doctor arrives in examining room.
- 3:00 p.m. Interview ends, told to undress, doctor leaves
- 3:10 p.m. Doctor returns and begins exam
- 3:15 p.m. Examination over.
- 3:20 p.m. Leave clinic.

It is extremely important to have an exact record of the time the doctor spends with you and what was done, because the doctor will prepare a detailed report regarding your injuries despite having only spent a short time actually examining you.

AFTER THE EXAM

Once the exam is over and you have left the doctor's office, prepare a written summary of your exam. Your summary should contain the following information in as much detail as possible:

- What the doctor said to you;
- What you answered;
- What, if anything, was dictated into a tape recorder by the doctor during the exam;
- What tests or procedures the doctor performed on you during the exam;
- How much time the doctor spent with you;
- What was done during each time period; and
- Note any inappropriate or unusual questions or comments made by the doctor.

The doctor will prepare a report for the insurance company describing his examination of you, along with his findings and opinions. It is extremely rare for the doctor to determine that you were injured in the accident or recommend any further treatment, because he is working for the insurance company that hired him.

If you feel you have made a good impression on the doctor during your exam, ask him what treatment he would recommend for your injuries. Your questions may prompt the doctor to treat you as a patient, rather than an insurance claim.

General MVA Tips

- Insurance companies are typically quick to offer pain and suffering settlements. Do not take this until further into care or until care is complete. You do not know what you do not know.
- Insurance companies will contact you and ask you medically-related questions. Answer the questions about how you are feeling but do not answer questions regarding medical care such as how many more visits it will take before you are better.
- Insurance companies may send you to an IME but state it in a way that seems beneficial to you. They may tell you that they are going to have you meet with another doctor who will assess you and give you another opinion about your case. This is usually **not for your benefit** but a way to cut you off from care.
- If you are having trouble with an adjustor who keeps badgering you, talk to your insurance agent and have them be an advocate for you.
- Do not let them bully you.
- Settlements are negotiable. Do not take their offer before talking to others, such as your doctor and/or an attorney.
- Some insurance companies pay their adjustors bonuses to cut claims off. They are not working for you but their own self interests.

Requirements for Receiving Care at Valeo Health and Wellness Center

- If you hire an attorney, you must tell us who you are working with, their contact information, and when you started working with them.
- You must sign a lien at the start of your care in case you hire an attorney. The attorney will be the one who is paid. The lien will ensure payment is made to Valeo for services provided.
- If you are contacted by your insurance company or the other party's insurance company, let us know when and what they were asking for.
- If you accept a settlement for either pain and suffering or for medical costs, you must let us know.
- If you have been asked to attend an IME, you must tell us when the exam is and let us know the results as soon as you find out.
- It is your responsibility to track your medical costs and let us know if your PIP has been exhausted. We do not know what other medical providers you are seeing or what they have charged. If you go beyond your PIP, Valeo will charge you for care that was not covered.
- If for any reason you have been cut off from care, you must tell us as soon as you know. When you inform us, we can discuss what options you have for future care. If you do not inform us, Valeo will charge you for any and all unpaid care that was provided after care benefits were terminated/cut off.

_____ To begin MVA care at Valeo, you must initial here to indicate you have read, understood, and agreed to the above requirements.

PROVIDER/PATIENT/ATTORNEY CLAIM AGREEMENT AND LIEN

This agreement is entered into among Valeo Health & Wellness Center, (Hereinafter "Provider") and _____ (Hereinafter "Patient") in consideration of the mutual obligations set forth herein and establish their responsibilities to each other pending claim arising from patient's accident of _____, 20__ , (Hereinafter "claim").

1. Patient hereby gives a lien to provider against all proceeds derived from this claim after attorney's fees and costs (whether be settlement, judgment, or otherwise) to secure payment of all fees owed to provider by patient for treatment rendered out of injuries sustained.
2. Patient hereby-direct attorney to honor said lien and to pay such sums as are secured hereby directly to provider, as soon as possible after any settlement is received.
3. Patient hereby expressly recognizes that even though this lien has been given, patient still remains responsible for provider's fees and that payment of them must be made by patient regardless of whether any money is received through this claim, including unpaid fees resulting from exhausting policy benefits and/or continuing care after an Independent Medical Examination releases patient from care.
4. Patient hereby authorizes provider to provide attorney, at reasonable intervals upon attorney's request, complete reports of patient's medical condition, care and cost of treatment. Provider agrees to finish these reports within a reasonable time, and as a reasonable cost.
5. Provider hereby agrees to await patient's payment of provider's fees until this claim is concluded, except in regards to fees by the provider for consultations, depositions and court appearances from which are to be paid in advance so as to secure time set aside by the provider.
6. In the event of any dispute between the provider and patient concerning provider's fees, attorney agrees to hold in trust until such dispute is resolved, or to deposit with the court, a sufficient amount of patient's proceeds to satisfy provider's claimed fee.
7. Attorney and patient hereby agree to notify provider, immediately, should patient retain new legal counsel. Patient agrees to direct new legal counsel to execute another copy of this claim agreement and lien when provider finishes one.
8. Attorney hereby agrees that attorney is a party to this contract and further recognizes that attorney is receiving a benefit from this agreement which constricts valid consideration and attorney is bound by the terms of the contract.
9. Before attorney distributes any monies received through this claim, attorney agrees to request and provider shall provide a response in regard to the patient's outstanding account balance.
10. Should any party seek judicial enforcement of this agreement; the prevailing party shall be entitled to reasonable attorney fees.
11. This claim agreement and lien cannot be modified, changed, or revoked by any party without the express written consent of all parties.

PATIENT SIGNATURE: _____ DATE: _____

PROVIDER SIGNATURE: _____ DATE: _____

ATTORNEY SIGNATURE: _____ DATE: _____

PLEASE SIGN, DATE, AND RETURN ONE COPY TO OUR OFFICE