

WHAT MEDICAL EXPENSES CAN A PERSONAL INJURY CLAIMANT RECOVER IN OHIO?

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Personal injury claims have become a cost of doing business for many companies. Managing such claims involves two critical issues: (1) whether the company is liable; and (2) if so, how much is the company responsible to pay?

The first question may involve complex legal analysis, or might sometimes be a simple question of common sense. The second question, however, is trickier. There is no set path a jury must take to determine the amount of compensation a person receives. However, a jury's determination regarding the award for pain and suffering, and the damages awarded as a whole, often revolves around the amount of medical expenses a claimant can recover.

Assuming the company is liable, what medical expenses can a claimant recover? In Ohio, an injured person is entitled to recover the reasonable and necessary expenses arising from the injury. Medical bills are presumed to be reasonable, but the bills themselves do not necessarily establish the value of the treatment. The question then becomes how to determine that value.

Proof of either the amount of the medical bill or the amount actually paid to satisfy the bill is sufficient to establish the value of the medical services. Therefore, a jury can consider the medical bill itself and the amount actually paid in determining the reasonable value of the treatment.

The amount of the medical bill often differs substantially from the actual amount paid because many insurance carriers are able to convince the medical provider to write off a large portion of the bill. For example, a \$100,000 medical bill might ultimately result in a \$45,000 payment by the claimant's health insurer, with the remaining \$55,000 written off by the medical provider. In this type of situation, is the claimant entitled to recover the \$100,000 billed by the medical provider, or just the \$45,000 paid to satisfy that bill?

When push comes to shove, this determination is left to a jury. In Ohio, the jury is permitted to consider both the amount billed for medical expenses *and* the amount actually paid to satisfy that bill. The jury then decides whether the value of the medical services was the amount billed, the amount paid, or something in between.

For many companies, accurately assessing the exposure they face from claims and lawsuits has become critical to their survival. Understanding what medical expenses the company might have to pay is the first step in this process. Once a company has a firm grasp of its potential exposure,

it becomes empowered to make an informed decision as to the settlement value of a claim, as well as the prospective risks and benefits of going to trial.

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