**Personal Injury Letter to Adjuster on Recovery of Med Pay/PIP/and other Direct Benefits owed to Patient**

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Prepared: 10/7/15

Date

XYZ Insurance Company

Attn: Adjuster

1234 Main Street

City, State, Zip

RE: Patient Name

Reference/Claim No.

Dear Mr./Ms. Adjuster:

A representative(s) of our office have spoken to you on several occasions in the past concerning the (medical payments/auto insurance company/PIP provider/other, first party insurer, such as disability insurer and health insurance) claim of the above-referenced patient of this office. As your company is aware, this office has been providing chiropractic treatment for Mr./Ms. Patient since approximately . Although claims for payment have been properly submitted to your company, payment on this patient’s account (has not been timely/is extremely delayed/has not been paid).

According to our office notes, communication regarding this file has involved the following conversations:

**[Provide brief summary of key conversations relating to payment on account. Does not need to be lengthy, but should summarize date of conversation, insurance representative involved in conversation and any key deadlines or “promised” dates of payment extended by the insurance company.]**

Overall, the nature of communication with your company has not been productive and it appears that your company is intentionally delaying payment on behalf of this patient.

I would like to address your attention to aspects of Wisconsin’s Workers Compensation law relating to the timely payment of injured employees claims for compensation. **[Note: any or all of the following three (3) paragraphs may be applicable.]**

1. Wisconsin statute §628.46 provides an insurer may be obligated to pay twelve percent (12%), simple interest, on overdue payments owed to a provider on behalf of your insured. A claim shall be overdue if it is not paid within thirty (30) days after written notice is provided of the fact of a recovered loss in the amount of such loss.
2. In addition, Wisconsin Case law provides that an injured employee is entitled to recover treatment expenses which that patient incurred in “good faith” reliance upon the treating doctor’s recommendations before any time that a (medical payments, auto insurance company/PIP provider/other direct, first party insurer, such as disability insurer) may first notify that employee of an actual dispute over payment of (medical payments, auto insurance company/PIP provider/other direct, first party insurer) benefits. Attention should be given to the case law in Hanson v. American Family Mutual Insurance Company, 294 Wis. 2d. 149, (2006). It is our understanding that this patient is relying upon our good faith advice for the need to continue chiropractic care.
3. Wisconsin has Administrative Code Provisions adopted through the Commissioner of Insurance Office which relate to unfair claims settlement practices. Under Wisconsin Administrative Code, INS 6.11(3) the insurance commissioner’s office regards failure to attempt in good faith to effectuate fair and equitable settlements of claims which are reasonably clear for payment as an unfair claim practice. This office will consider all options available to insure that the claims settlement practices of this state are following with respect to the treatment of this patient.

In the event that any further information is required from this office in order to process the existing balance for payment and/or future claims, I would ask that you advise us, in writing, of any information required within seven (7) business days of the date of this letter. Please specifically identify any required information. Otherwise, we anticipate your prompt attention to payment on this matter. Please do not hesitate to contact me should you have any additional questions or concerns.

Sincerely,

Doctor’s/Office manager’s signature

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