PIP Benefits
Personal Injury Protection Benefits in Motor Vehicle Accident

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Personal Injury Protection (PIP) benefits are available for motor vehicle related injuries in Massachusetts. Benefits are provided by the insurance policy for the vehicle in which you were the driver or passenger, regardless of fault. This is often referred to as “No-Fault” benefits in Massachusetts. If you were a pedestrian, PIP will be provided by the vehicle that hit you. If you were working at the time of the accident and entitled to worker’s compensation benefits as a result, you cannot also receive PIP benefits, since worker’s compensation provides medical and lost wage benefits.

PIP benefits are provided to cover:

1. Reasonable and necessary medical expenses incurred within two (2) years of the accident. An insurer may require an examination by a doctor of their choice to confirm that treatment is necessary. You must attend an exam scheduled by the PIP insurer or risk loss of benefit.

2. Funeral expenses.

3. Lost earnings, paid at the rate of seventy-five percent (75%) of average weekly wage, calculated based on your average wage in the one year period immediately preceding the accident. PIP lost wage benefit is non-taxable to you. You will not be eligible for PIP lost wage benefit if you have a wage or salary continuation plan or receive worker’s compensation benefits. If your employer pays you, PIP will not, unless your employer will then allow you to buy back the benefit you used up, in which case PIP will pay your employer back. You must be disabled from work to obtain PIP lost wage benefit. Disability must be supported by a doctor’s note. You are eligible for PIP lost wage benefit if you are totally or partially disabled from work and your doctor can provide the insurer with confirmation of your total or partial disability and your employer does not pay you. If you are disabled from work due to your injury you must obtain a note from your doctor stating the period of your disability. If your doctor allows you to work but limits your hours or duties obtain a note from the doctor stating the limitations. PIP lost wage benefit will not be paid without verification from your doctor and your employer. PIP will not pay your employer for recovery of lost sick time or vacation time, if your employer will not allow you to buy-back these benefits. This is an issue between you and your employer and we have no control over your employer’s policies. However, if your employer states to the PIP insurer that buy back is not allowed PIP will not reimburse you or your employer for benefits used up. Therefore, be sure to check with your employer to determine their policy before you use sick time or vacation time which you may not be able to buy back. While you may be required to use the sick time, you are not required to use the vacation time.

4. Ordinary and necessary household services
in lieu of those that you would have performed but for the injury (Example: you pay someone to shovel snow or clean the house, but you ordinarily would do it yourself except for the injury). Payments to other household members are not eligible for PIP reimbursement. A doctor’s note verifying your disability will be necessary in order to obtain PIP benefits for replacement household services and an invoice from the person or entity providing the replacement services with their name, address and social security number must also be provided.

Total PIP benefits are $8,000.00 for all the above expenses. However, if you have health insurance at the time of the accident PIP will only pay $2,000.00 towards your medical bills. The law then provides that bills in excess of $2,000.00 must be submitted to your health insurer for payment. Upon payment, or denial, by the health insurer, PIP is then again responsible for the uninsured balance, up to the $8,000.00 total benefit limit. After you have received the first $2,000.00 in PIP medical benefits you will be notified. You must then submit bills to the health insurer and obtain a copy of the health insurer’s payment or denial and the uninsured outstanding balance so that the uninsured balance can be submitted to PIP for payment, with the proof that the balance is uninsured. PIP will only provide coverage for uninsured balances if you are treated by medical providers who are covered by your health insurance plan. (For example, if you need treatment from an orthopedic specialist, you must select an orthopedic doctor covered by your health insurer, in order for PIP to cover any uninsured balance).

PIP benefits will stop if the insurer determines, usually through a medical exam by the doctor of the insurer’s choice, that you no longer need treatment. This may be disputed through evidence from your treating doctors. If your PIP insurer schedules a medical exam for you, you must cooperate and attend the exam, or risk termination of PIP benefits.

A PIP insurer can rightfully deny benefits to you if at the time of the accident you were operating a motor vehicle 1) while under the influence of drugs or alcohol, 2) while committing a felony or seeking to avoid apprehension or arrest by police or 3) with specific intent to cause harm to yourself or others.

PIP benefits do not have to be paid back to your insurance company upon settlement of your case. However, if your health insurer has made payments for medical services rendered to you they will likely place a lien on your case requiring that you pay them back out of settlement funds. Your health insurer is legally entitled to recover sums they have paid on your behalf from your settlement or award, since one purpose of your settlement or award is to compensate you for medical bills incurred. Even if there is no lien on your case your health insurance policy or contract likely requires that you reimburse your health insurer upon settlement of your case.