September 30, 2024

Sent via [email/fax] to _____/USPS

[Adjuster Name]
[Insurance Company]
[Address Line 1]
[Address Line 2]

Re: [Client Name], Claim No. _____, DOL _____

Dear [Adjuster Name],

I am writing today to advance the resolution of the above-referenced claim.

It has come to my attention that you have paid a lower benefit to my client's health care provider than the amount billed to them. Specifically, you paid $_____ to _____ (provider), while the provider charged $_____.

Washington law permits you to "short-pay" providers only if your payment does not result in the provider "balance-billing" your insured.

"Insurers providing automobile insurance policies must offer minimum personal injury protection coverage for each insured with benefit limits as follows . . . Medical and hospital benefits of ten thousand dollars . . ." (RCW 48.22.095).

"'Medical and hospital benefits' means payments for all reasonable and necessary expenses incurred by or on behalf of the insured for injuries sustained as a result of an automobile accident for health care services . . . including pharmaceuticals, prosthetic devices and eyeglasses, and necessary ambulance, hospital, and professional nursing service" (RCW 48.22.005[7]).

"Payments made under personal injury protection coverage are limited to the actual amount of loss or expense incurred" (RCW 48.22.005[12]).

"Within a reasonable time after receipt of actual notice of an insured's intent to file a personal injury protection medical and hospital benefits claim, and in every case prior to denying, limiting, or terminating an insured's medical and hospital benefits, an insurer shall provide an insured with a written explanation of the coverage provided by the policy, including a notice that the insurer may deny, limit, or terminate benefits if the insurer determines that the medical and hospital services: (a) are not reasonable; (b) are not necessary; (c) are not related to the accident; or (d) are not incurred within three years of the automobile accident. These are the only grounds for denial, limitation, or termination of medical and hospital services" (WAC 284-30-395, emphasis added).

Paying less than the "actual amount of loss or expense incurred" constitutes a "limitation" of benefits. Your Explanation of Benefits refers to a contract or other agreement or network entitlement between you and my client's provider permitting you to pay limited benefits as payment in full. However, my client's provider has disregarded your limitation and "balance-billed" me.

Please resolve the outstanding balance within 10 working days, as my client's credit standing is in jeopardy. We ask that you promptly contact the provider to ensure they accept your payment as payment in full and provide us with confirmation of this agreement. If the provider does not accept your write-off, my client requests that you cover the remaining balance and inform us accordingly. Should this issue remain unresolved by the 11th day following this correspondence, we will proceed with filing a complaint with the Office of the Insurance Commissioner.

Please feel free to contact me if you have any questions regarding this letter or if you wish to discuss this case further. Thank you for your attention to this matter.

Sincerely,

[Your Name]
[Your Title]
[Your Firm Name]