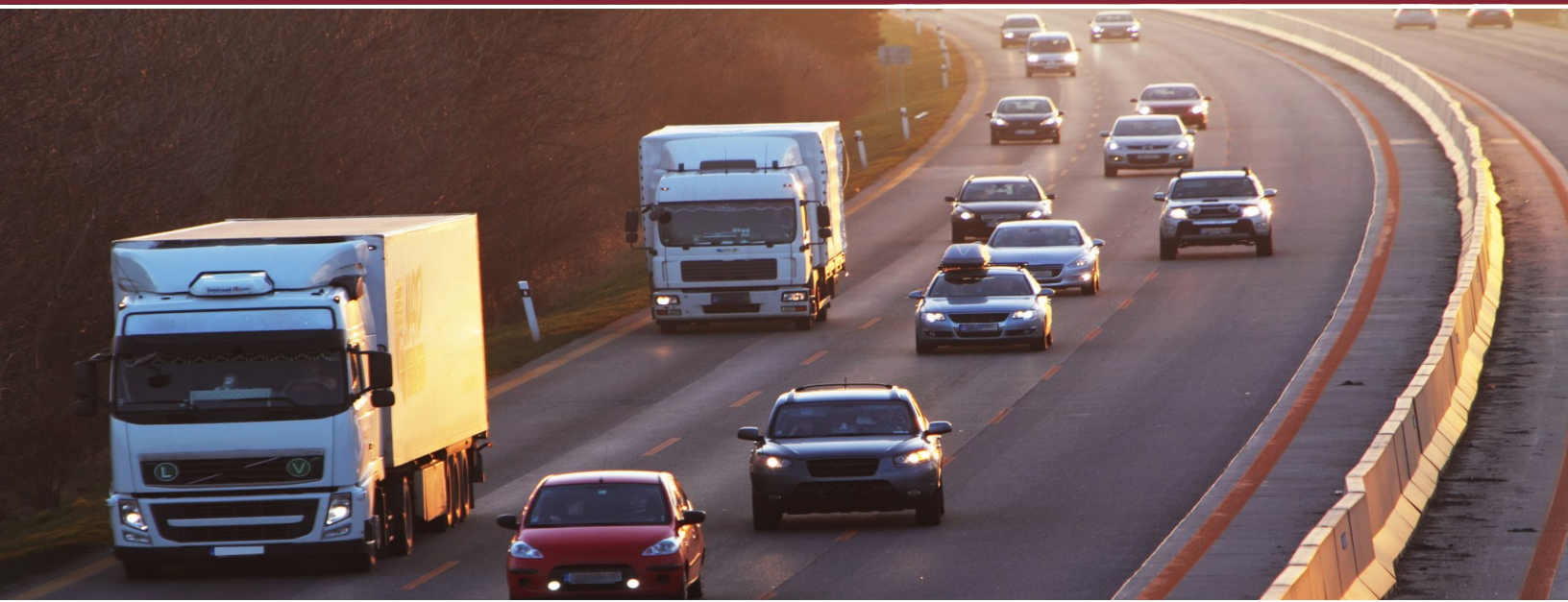


A BUYER'S GUIDE TO AUTO NO-FAULT INSURANCE COVERAGES ©

1st Edition

Authored by Attorneys:

George T. Sinas • Stephen H. Sinas • Thomas G. Sinas



**SINAS DRAMIS
LAW FIRM**

Since 1951

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Lansing Office • 3380 Pine Tree Road, Lansing, MI 48911 • (517) 394-7500
Grand Rapids Office • 15 Ionia Ave. SW, Ste. 300, Grand Rapids, MI 49503 • (616) 301-3333
Chicago Office • 321 N. Clark St., 5th Floor, Chicago, IL 60654 • (312) 332-6162

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THE SINAS DRAMIS LAW FIRM
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George T. Sinas
georgesinas@sinasdramis.com

Stephen H. Sinas
stevesinas@sinasdramis.com

3380 Pine Tree Road • Lansing, Michigan 48911 • (517) 394-7500

Or

Thomas G. Sinas
tomsinas@sinasdramis.com

15 Ionia Ave. SW, Ste. 300 • Grand Rapids, Michigan 49503 • (616) 301-3333

sinasdramis.com

Prefatory Comment

This brochure has been prepared and distributed as a public service and is intended to provide legal information regarding automobile insurance coverage. However, the contents are subject to change, because there are always new appellate court decisions being issued and new legislation passed that can significantly impact this area of law.



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Since 1951



About The Authors



George T. Sinas – George Sinas has represented seriously injured persons throughout Michigan for over 30 years. He is a past President of the Michigan Association for Justice and a past Chairperson of the State Bar Negligence Law Section. During his career, George has received numerous honors for his work in the field of personal injury law. Most recently, he was named the 2014 “*Champion of Justice*” by the Michigan Association for Justice and the 2013 “*Michigan Lawyer of the Year*” by Michigan Lawyers Weekly. He has been listed in every edition of the book “*The Best Lawyers in America*” since 1989 in the field of personal injury law and also named a “*Michigan Super Lawyer*” every year since 2006 by Super Lawyer Magazine. In 2009 and 2014, Best Lawyers named George “*Lansing Personal Injury Litigator of the Year.*” In

2005, George received the Michigan Brain Injury Association “*Legacy Society Professional Service Award*” for his work representing the victims of serious brain injury. He has authored two textbooks and numerous articles on the subject of the Michigan Automobile No-Fault Insurance Law and has served as an Adjunct Professor at the Michigan State University College of Law teaching that particular subject. George also serves as General Counsel for the Coalition Protecting Auto No-Fault (CPAN), a broad-based coalition of over 20 major medical and consumer groups that represents major stakeholders in the Michigan auto No-Fault insurance system. George received his Bachelor’s Degree *Magna Cum Laude* from the University of Michigan and his Law Degree *Cum Laude* from Wayne State University Law School. George is admitted to practice law in the State and Federal courts of Michigan.



Stephen H. Sinas – Steve Sinas concentrates his practice on cases involving the Michigan Automobile No-Fault Law, personal injury litigation, and constitutional rights violations. He has litigated cases in numerous trial courts across Michigan and has argued cases before the Michigan Court of Appeals and the Michigan Supreme Court. Steve has been named a “*Michigan Super Lawyer*” in the field of plaintiff’s personal injury law by Super Lawyer Magazine. He also serves as an Adjunct Professor at the Michigan State University College of Law, where he teaches a course on the Michigan Automobile No-Fault Insurance Law. He has also given numerous lectures and published several articles dealing with personal injury legal issues. Steve is a co-creator and editor of the “*No-Fault Red Book Online*”

(www.nfrbo.com), which is an online resource dedicated to understanding the Michigan automobile no-fault law. During his career, Steve has been actively involved in a number of professional activities, including serving as a member of the State Bar of Michigan, District E Character & Fitness Committee; a member of the Michigan Association for Justice Executive Committee; a member of the Ingham County Bar Association Young Lawyers Section Executive Board; and Chair of the Michigan Association for Justice People’s Law School. Steve received his undergraduate degree from the University of Michigan where he double-majored in Economics and English Literature and minored in Modern Greek Language and Culture. He received his Law Degree from Wayne State University Law School. Steve, his wife, and son live in East Lansing, Michigan.



Thomas G. Sinas – Tom Sinas is a trial lawyer who has spent his career representing injured individuals and serving the public. Tom earned both a Bachelor of Arts and a Bachelor of Fine Arts from the University of Michigan, graduating with highest honors and high distinction. He obtained his Law Degree *Magna Cum Laude* from the University of Minnesota Law School. After law school, Tom practiced with a national law firm in Minneapolis, where he represented catastrophically injured individuals and their families. He was then selected to join Minnesota’s premier state prosecution office on a special assignment to prosecute complex financial crimes. Tom has tried to verdict civil and criminal cases in several Midwestern states and has lectured and written about numerous subjects dealing with trial practice

and substantive law. Tom and his family moved to Grand Rapids, Michigan in 2013, so Tom could continue the proud tradition of the Sinas Dramis Law Firm, which was founded by his grandfather in 1951. Tom has been elected to leadership positions on the boards of the Brain Injury Association of Michigan, the Grand Rapids Bar Association, and the Grand Rapids Legal Assistance Center. He focuses his practice in personal injury, auto negligence, and auto no-fault litigation, and is admitted to practice in Michigan and Minnesota. Tom, his wife, and their two children live in Grand Rapids’ historic Heritage Hill neighborhood.



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I. INTRODUCTION – DON'T LEARN THE HARD WAY!

For over 60 years our Law Firm has been representing people who have suffered serious personal injury in motor vehicle accidents. That experience has enabled us to learn some important lessons about the insurance needs of our clients. The sad truth is that many people fail to buy the right type and amount of automobile insurance. This failure can often have catastrophic consequences. Do not wait until an accident happens to find out if your auto insurance policy adequately protects you. This informational brochure is intended to help you make that determination. Although the subject of no-fault automobile insurance can be complicated, we have attempted to simplify the issues so that you can make the proper decisions regarding your insurance needs. Our most important advice, however, is simply this: *do not delay in addressing this issue!* Educate yourself about the issues and make your decision now, before it is too late.

II. REVIEW YOUR POLICY

Before reading any further, you should have your automobile insurance policy and the declaration page readily available for reference. This will enable you to check your individual coverages as we explain your options. In reviewing your policy, the most important page is the *declaration page* which is often the first page of the policy. The declaration page contains a description of the vehicles you have insured and the various coverages and limits of coverage you have purchased for those vehicles. It also identifies the named insured and those drivers who are excluded from coverage. The second part of the insurance policy is the actual *insurance contract* itself. This is typically a multiple page document that defines the coverages you have purchased and sets forth applicable conditions and exclusions. If you do not have your complete insurance policy and the declaration page, contact your agent immediately to obtain these documents. They are very important and should be a permanent part of your personal records.

III. UNDERSTAND THE BASICS OF AUTO NO-FAULT INSURANCE

After you have secured a copy of your auto insurance policy and the declaration page, the next step is to learn a few basic concepts regarding the Michigan No-Fault Automobile Insurance Law. The No-Fault Law went into effect in 1973. Michigan is only one of approximately 15 states that have a no-fault system. Although there are many complex issues dealing with the Michigan no-fault insurance system, the basic idea is quite simple. The essential principle of no-fault is to guarantee payment of certain medical and wage loss benefits to all victims of motor vehicle accidents regardless of who was at fault. In order to fund such a system, however, the No-Fault Law imposes certain limitations on the rights of accident victims to pursue personal injury liability claims against the negligent party who inflicted the injury.



Under the Michigan No-Fault Law, it is helpful to remember that every individual who suffers personal injury in a motor vehicle accident has the right to pursue two separate and distinct claims. The first claim is for *no-fault PIP benefits*. The second claim is a personal injury *tort liability claim* against the at fault party. A few words regarding these two claims are in order.

No-fault PIP benefits are legally referred to as “*Personal Insurance Protection Benefits*” and are payable (with a few exceptions) to all persons suffering accidental bodily injury in a motor vehicle accident even though the injury was the fault of the injured person. These PIP benefits consist of four specific kinds of benefits: (1) uncapped medical and rehabilitation expenses for life; (2) wage loss benefits for a three year period; (3) domestic replacement service expenses for a three year period; and (4) survivor's loss benefits for a three year period if an accident results in death. In the vast majority of cases, no-fault PIP benefits are paid to the injured victim by that person's own no-fault automobile insurance company.

If a motor vehicle accident results in serious injury (legally described as “*serious impairment of body function or permanent serious disfigurement*”) or death, the auto accident victim or the victim's estate can also pursue a *tort liability claim* against the party at fault for the purpose of recovering *noneconomic loss damages* (i.e., pain and suffering, disability, loss of function, denial of social pleasure and enjoyment, loss of consortium, etc.). A tort liability claim can also be made for *excess economic loss benefits* to recover out-of-pocket economic expenses not compensable by no-fault PIP benefits. Excess economic loss claims do not require proof of serious impairment of body function or permanent serious disfigurement. Injured victims who have valid tort liability claims will receive compensation from the insurance company of the party at fault.

The Michigan No-Fault Automobile Insurance Law is a *compulsory insurance system*. This means that everyone who owns or registers a vehicle in Michigan must buy a no-fault automobile insurance policy. Every no-fault policy sold in Michigan must contain certain *compulsory coverages*. The two most important compulsory coverages are: (1) *no-fault PIP benefits* and (2) *bodily injury liability coverage*. *Even though both of these compulsory coverages are included in every no-fault auto policy sold in Michigan, the insured person must nevertheless make some very important decisions regarding certain specific aspects of these two compulsory coverages.* In the next section, we will help you understand your choices regarding these compulsory coverages and give you some practical advice to help you make the right decision.



IV. COMPULSORY COVERAGES – OUR RECOMMENDATIONS

When it comes to the compulsory coverages, there are two basic decisions you must make: (1) *Do you want coordinated or uncoordinated PIP benefits?*; and (2) *How much bodily injury liability coverage do you want?* Our recommendations regarding these two issues are discussed below:

A. For PIP benefits – we recommend uncoordinated coverage – There are two basic forms of no-fault PIP benefits: *uncoordinated benefits and coordinated benefits*. If you choose *uncoordinated PIP benefits*, your no-fault insurance company pays your medical expenses and wage loss without regard to whether you have separate health insurance and disability insurance. In other words, your no-fault PIP benefits are *primary*. If you purchase *coordinated PIP benefits*, then your no-fault insurer only pays medical expenses and wage loss benefits that are not paid by separate health insurance and disability insurance. In other words, when you choose coordinated PIP benefits, your PIP benefits are *secondary* to other health and accident coverages. *Under the Michigan No-Fault Act, an insurance company is required to offer the choice of coordinated versus uncoordinated benefits*. Typically, uncoordinated no-fault PIP benefits are more expensive than coordinated PIP benefits. The extent of the savings, however, varies considerably from company to company based upon a variety of variables. Even though it is generally more expensive, *we recommend that you purchase uncoordinated no-fault PIP benefits*. There are several reasons for this recommendation:

Reason #1: Purchasing uncoordinated coverage insures freedom of choice for medical care.

If you purchase coordinated PIP coverage and you are also insured by an HMO or similar managed care health insurance plan, the current No-Fault Law requires that you exhaust all medical treatment available to you under your health plan before you can compel your no-fault insurance company to pay medical expenses you incur as a result of seeking treatment outside your plan. This can result in a substantial loss of choice for those patients injured in auto accidents who believe their injuries can be better treated by non-plan medical providers. If you purchase uncoordinated PIP benefit coverage, this is never a problem because you can be treated anywhere you want as long as the services are “reasonably necessary” and the charges are “reasonable” in amount.

Reason #2: Purchasing uncoordinated PIP benefit coverage protects a liability settlement from health insurance liens and reimbursement claims.

If you are seriously injured in a car accident as a result of the negligence of the other driver and you recover a liability settlement for those injuries, you may have to pay all or a portion of that liability settlement to your health insurance plan if your plan contains valid and enforceable lien and/or subrogation language. This is often the case



with self-funded health insurance plans established under the federal ERISA law. These health insurance liens are sometimes enforceable even though your liability settlement represents only *noneconomic damage* and your health insurance plan paid only medical benefits. *In other words, you may be required to pay back apples with oranges!* If you purchase uncoordinated no-fault PIP coverage, your no-fault insurer pays medical and wage loss in the primary pay position. This is important because under current law, a no-fault insurer is not permitted to claim reimbursement from a liability settlement that represents only noneconomic loss. Therefore, by purchasing uncoordinated no-fault coverage, you protect any liability settlement you may recover from being depleted by a health insurance plan that has valid lien/reimbursement rights.

Reason #3: Purchasing uncoordinated no-fault PIP coverage results in less bureaucracy and fewer hassles in processing your claim.

If you purchase coordinated no-fault PIP coverage, the law requires that you first exhaust all benefits that are paid or payable by any health or accident coverage that may be available to you. This means that you must first submit the claim to these other insurers, recover whatever payment is available, obtain an explanation of benefits regarding that payment, and then submit the balance of your claim to your no-fault PIP insurer for payment. Therefore, you are required to process two separate claims with two or more insurance companies in order to recover full payment of your expenses. If you purchase uncoordinated no-fault PIP coverage, you need only deal with your no-fault insurer who must pay your claim as the primary insurer regardless of whether your expenses are paid or payable by other sources. Therefore, the claim process is easier and more streamlined.

Reason #4: Purchasing uncoordinated PIP benefits protects the insured person from depleting health insurance coverages that may contain lifetime limitations.

Remember, when you buy coordinated no-fault, you force your health insurance plan to pay benefits first. If you have health insurance coverage that contains lifetime coverage limits and you are seriously injured in an auto accident, you may substantially deplete your health insurance coverage and have inadequate protection left should you incur substantial expenses for some non-accident related illness or condition in the future. This is not supposed to happen with health insurance policies that are sold under the Affordable Care Act. However, there may still be certain individuals who have limits on their health insurance coverages and, therefore, this benefit depletion scenario could be a problem for them. If you buy uncoordinated no-fault PIP coverage, however, you never have to worry about diminishing your health insurance coverage because of an auto accident injury.

Based on the foregoing, we recommend that you select uncoordinated no-fault PIP coverage.



B. For liability insurance – we recommend six figure coverage limits – Even though the No-Fault Law requires that everyone carry bodily injury liability coverage, the minimum coverage required by law is only \$20,000.00 per person/\$40,000.00 per occurrence. We believe these minimum liability coverages are woefully inadequate to protect you. In determining the amount of liability coverage you need, you should keep in mind the two-fold purpose of liability coverage. First, liability insurance coverage protects your financial assets if you cause serious injury or death to another person as a result of your negligence. Second, liability coverage ensures that those innocent victims you injure will receive fair compensation for the damages you have inflicted. Even though we all like to think we are careful and prudent drivers, the fact is that we are all capable of careless conduct that can cause serious damage to others. Typically, no one intends to run a red light or disregard a stop sign. However, these unfortunate errors can be committed by any of us. Therefore, it is important that we obtain enough liability coverage to protect our assets and to fairly and adequately compensate the victims of our own wrongdoing. The additional premium cost of such higher liability limits should be fairly nominal.

Based on the foregoing, we recommend you purchase at least \$500,000.00 single limit liability insurance coverage.

V. OPTIONAL COVERAGES – OUR RECOMMENDATIONS

In addition to the choices you must make regarding compulsory insurance coverages, you also have important decisions to make regarding certain *optional coverages* that are available to you through most insurance companies. These two optional coverages, along with our recommendations, are discussed below. Typically, both of these coverages are *very inexpensive* and, therefore, quite affordable for most consumers.

A. We recommend you purchase uninsured motorist benefits – Uninsured motorist benefits are an important optional coverage that will protect you in the event you suffer a serious injury as a result of the negligence of someone who has no insurance coverage. If this unfortunate circumstance occurs and if you have purchased uninsured motorist benefits, your uninsured motorist coverage will be available to compensate you for your liability claim in the same way as if the at-fault driver had insurance. Although insurance companies are not required to offer uninsured motorist benefits, almost all of them do. This coverage is typically very inexpensive.

Based on the foregoing, we recommend you purchase at least \$500,000.00 single limit uninsured motorist benefit coverage.

B. We recommend you purchase underinsured motorist benefits– Underinsured motorist benefits will protect you if you suffer serious personal injury or wrongful death as a result of the negligence of someone who does not have adequate



liability insurance to fully compensate you for your loss. For example, if an at-fault driver runs a red light and causes you to suffer a permanent injury but the at-fault driver does not have enough liability coverage to fully compensate you for your damages, you can recover the difference between the at-fault driver's liability coverage and your underinsured motorist coverage. In this situation, if the at-fault driver had the minimum \$20,000.00 of liability coverage and you purchased \$500,000.00 of underinsured motorist coverage, there would be an additional \$480,000.00 of liability coverage available for your liability claim. *In our opinion, underinsured motorist coverage is one of the most important insurance coverages you can buy to protect you and your family.* Moreover, it is our experience that most serious auto accident injuries are, in fact, caused by people who do not have enough liability coverage to adequately compensate their victims. Therefore, the only way you can protect yourself against these unfortunate situations is by purchasing optional underinsured motorist benefits. Unfortunately, however, there are some insurance companies doing business in Michigan that do not sell underinsured motorist benefit coverage. Because we believe this particular coverage is so important, we recommend you seriously consider changing insurance companies if your company does not offer underinsured motorist coverage. As with uninsured motorist coverage, underinsured coverage is fairly inexpensive.

Based on the foregoing, we recommend you purchase at least \$500,000.00 single limit underinsured motorist benefit coverage.

VI. NEW DANGERS

A. Never buy a “step-down” policy – Some insurance companies sell auto insurance policies that contain very controversial provisions known as “step-downs.” These provisions apply most often when one family member (e.g., spouse, child, parent, sibling, etc.) pursues a tort liability claim under that policy against another family member with whom they live. Step-down provisions can also apply when the policy holder or a member of his or her family is injured while riding in a family vehicle driven by a non-family member. Step-down provisions reduce the amount of liability insurance coverage available to the injured family member down to the state-mandated minimum of \$20,000, regardless of how much liability insurance was purchased by the policy holder or the severity of the injury. In other words, these provisions treat the policy holder and his or family members more harshly than non-family members injured in the same accident. For example, suppose a parent owns a car insured with a \$500,000 liability policy and is driving that car with both her child and a neighbor’s child in the back seat. Suppose further that the parent negligently causes a car accident, catastrophically injuring both children. If that parent’s auto insurance policy has a step-down, the liability claim of the parent’s child will be limited to only \$20,000, whereas the neighbor’s child can pursue a liability claim up to \$500,000.



It should be further noted that in situations where step-down provisions apply, the injured family member will probably not be able to pick-up the difference through any underinsured motorist coverage the family may have purchased. This is because underinsured policies typically exclude from coverage any claims arising from the negligent operation of vehicles insured under the policy. Therefore, underinsured coverage cannot be used to overcome the harsh unfairness of family step-down provisions.

Unfortunately, Michigan appellate courts have upheld an insurance company's enforcement of step-down provisions, even in catastrophic injury cases. Sadly, few people know that they have a step-down provision in their policy until it is too late. Therefore, Michigan motorists are strongly encouraged to never purchase auto insurance from insurance companies who insert step-down provisions in their policies. ***Remember, step-down policies are anti-family and companies who sell them are not treating families fairly!***

B. Excluding certain drivers –

Michigan law permits insurance companies to issue policies where certain drivers are "excluded." An excluded driver is a person for whom there is no insurance coverage if that person's driving results in an accident.

For years, Michigan law permitted a driver to be excluded from liability insurance coverage. Recently, the Michigan No-Fault Act was amended to prohibit excluded drivers from receiving no-fault PIP benefits. Under that amendment, a person is prohibited from no-fault PIP benefits if that "*person was operating a motor vehicle or motorcycle as to which he or she was named as an excluded operator.*"

Consumers must be extremely cautious about the issue of excluded drivers. If, for some reason, a family member or other person in the home is an excluded driver, that person should *never* be permitted to drive. In addition, the excluded driver should never be allowed any access to the vehicle's keys.

There are potentially significant implications if an excluded driver causes an accident. First, the excluded driver may be excluded from all no-fault PIP benefits. Second, the vehicle may be deemed "*uninsured,*" thereby subjecting the owner or operator to personal liability. Third, an insurance company could attempt to argue that the excluded driver's use of the vehicle affects the rights of others in the vehicle to receive no-fault PIP benefits.

C. High deductibles –

For many years, Michigan no-fault insurers were allowed to offer only a one-time \$300 deductible for no-fault PIP claims. This law changed in 2012, when the No-Fault Act



was amended to say: “An insurer providing personal protection insurance benefits under this chapter may offer, at appropriately reduced premium rates, a deductible of a specified dollar amount.”

In other words, the \$300 limitation on the deductible was removed, and Michigan law now has no limit on the size of the deductible that a no-fault insurer may offer. That means that insurers can offer policies with deductibles of \$5,000, \$10,000, or even more. In addition, there is no regulatory oversight of what constitutes an “*appropriately reduced premium rate*” for a high-deductible auto insurance policy.

This has enormous implications for consumers. Without fully understanding, consumers could purchase a high-deductible auto insurance policy that obligates them to pay every dollar of the deductible before the insurer becomes responsible for any expense. This creates the risk of serious financial burden or even bankruptcy for unsuspecting consumers. Accordingly, it is strongly recommended that consumers avoid high-deductible plans. At the very least, consumers must understand the amount of their no-fault PIP deductible and be certain that they can live with the financial consequences of that choice.

VII. THE RELATIONSHIP BETWEEN THE AFFORDABLE CARE ACT AND THE MICHIGAN NO-FAULT ACT

In 2010, the United States Federal Government implemented the Patient Protection and Affordable Care Act (ACA), which provides Americans with a broad range of rights and benefits regarding health insurance that they have never had under federal law. The ACA is a massive piece of legislation that cannot be summarized herein. However, consumers should understand a few basic points about how despite the implementation of the ACA, it is not a substitute for Michigan auto no-fault insurance, which remains critically important for those seriously injured motor vehicle accidents.

- 1. The medical coverage available for auto accident injuries under the Michigan No-Fault Act is far broader than the coverage available under the ACA.***

Even though the ACA provides for relatively broad forms of health insurance coverage, the typical ACA plan does not provide benefits for various medical products, services and accommodations that are otherwise available under the Michigan no-fault insurance coverage and that are often needed for those seriously injured in motor vehicle accidents. Benefits not covered by the ACA include, but are not limited to: long-term custodial/nursing home care (including family-provided attendant care); handicap-accessible transportation; handicap-accessible housing accommodations; medical case management services; medical mileage; guardian and conservator services; alternative therapies such as massage therapy and acupuncture.



Furthermore, there are also various limitations within the typical ACA plan for certain kinds of medical expenses often needed for the care, recovery or rehabilitation of seriously injured motor vehicle accident victims, such as services for skilled nursing, subacute care, inpatient rehabilitation and hospice care in excess of 45 days per year; home health care services in excess of 45 days per year; mental/behavioral health inpatient and outpatient services in excess of 20 days per year; outpatient rehabilitative services in excess of 30 visits per year; chiropractic care in excess of 30 visits per year, etc. Notably, all of these services can be covered under Michigan no-fault insurance without any annual quantitative limitations.

Moreover, the ACA does not provide for any wage loss benefits, survivor's loss benefits, and replacement service benefits.

2. ACA health insurance policies only cover a certain percentage of a person's medical costs.

Under the ACA, consumers can buy four different types of policies. Each type of policy covers a different amount of a person's medical costs. The person is then personally responsible to pay the remaining amount, up to the person's cost-sharing limit for out-of-pocket expenses, i.e., in 2016, \$6,850 per person and \$13,700 per family. A "platinum" ACA plan covers 90% of a person's medical costs; a "gold" ACA plan covers 80% of person's medical costs; a "silver" ACA plan covers 70% of a person's medical costs; and a "bronze" ACA plan covers 60% of a person's medical costs. Therefore, ACA plans can result in people paying a significant portion of their own medical treatment.

Those who buy the recommended uncoordinated no-fault coverage do not have to worry at all about having to deal with their ACA plans for their medical treatment in relation to their auto accident injuries. These people will be able to submit all of their bills for their medical treatment to their no-fault insurance company for payment in full, without having to pay out-of-pocket for any of their treatment.

Those who buy coordinated no-fault coverage must first submit their bills for auto accident related medical treatment to their ACA plan for payment. However, these people will then be able to have their coordinated Michigan no-fault coverage pay their out-of-pocket costs that are not otherwise covered under their ACA plan.

In sum, while the ACA seeks to improve and increase health care coverage in America, it is not designed to provide the broad coverage that is typically needed by those seriously injured in auto accidents. The ACA also does not provide coverage for various non-medical benefits and out-of-pocket costs available under Michigan no-fault insurance coverage. Accordingly, the insurance coverage provided under the Michigan No-Fault Act remains critically important for consumers in the event they are ever seriously injured in a motor vehicle accident.



VIII. ANOTHER IMPORTANT DECISION—WITH WHICH INSURER SHOULD YOU DEAL?

In addition to choosing the right auto insurance coverages that should be purchased, it is also very important for consumers to make an informed decision about the insurance company from whom they will purchase these coverages. This is an important decision, because insurance companies have distinct “*claim personalities*” that will largely determine how that company will deal with its insured in the event a claim is filed. This is important in two separate contexts: (1) when the insured has been injured and is making a claim under the policy, and; (2) when the insured has injured another person and that injured person is making a claim against the insured under the purchased policy. In both scenarios, the insured person will want an insurance company who handles claims in a manner that puts the interests of the insured first and foremost, rather than handling the claim in a way that simply attempts to save the insurance company money at the expense of the insured. In other words, consumers should seek out insurance companies that have a “*claim personality*” that is not “*adversarial*” to the interests of its insureds, but rather gives the benefit of the doubt to its insureds in every reasonable way so that they will not have to “*fight*” for the rights and benefits they purchased and be dragged through unnecessary lawsuits.

How does a consumer learn about an insurance company’s “*claim personality*?” This is indeed a difficult question. There are several things that a consumer can do to learn more about this issue. One way is to reach out to family and friends who may have been involved in a serious insurance claim and ask them how they feel they were treated by their insurance company. Another way is to contact attorneys who regularly represent people who have been involved in accidents and ask them to identify those insurance companies they believe have a tendency to treat their insureds in an adversarial manner, forcing them to become involved in unnecessary and prolonged litigation in order to resolve a claim. Remember, one of the main purposes of insurance is to secure “*peace of mind*.” Therefore, a consumer should avoid purchasing insurance coverage from a company that does not have a good reputation for processing claims in a manner that is in the best interests of its insureds.



IX. OTHER INFORMATION RESOURCES

The objective of this brochure is to explain the various types of insurance coverages available under Michigan law so that people are better informed when buying automobile insurance. The following resources are also available for those who would like to learn more about the Michigan Auto No-Fault Insurance Law and other related matters:

- www.cpan.us - This is the website for the *Coalition Protecting Auto No-Fault (CPAN)*, which is a broad-based coalition of auto-accident victims, medical providers, and attorneys who are committed to preserving and protecting the Michigan No-Fault Automobile Insurance Law so that it continues to provide the comprehensive coverage for those seriously injured in Michigan auto-accidents. This website provides important information that includes, but is not limited to, further explanation about how the Michigan No-Fault Law works, updates regarding the legislative attempts to reform the Michigan No-Fault Law, and insights from auto-accident victims.
- *Michigan No-Fault Automobile Insurance Law: Your Rights and Benefits, 8th Edition* - This is an informative, detailed brochure published by the Sinas Dramis Law Firm that summarizes the important features of the Michigan Auto No-Fault Law. A paper copy of this brochure can be obtained by calling the Sinas Dramis Law Firm at (517)394-7500 or emailing us at info@sinasdramis.com.

X. CONCLUSION – ACT NOW!

The decision you make regarding your no-fault automobile insurance coverage will be one of the most important decisions you make regarding the financial security of your family. Therefore, you should take the time to become knowledgeable about the Michigan no-fault automobile insurance system, the contents of your current auto insurance policy, your specific personal needs, and the insurance options available to you to meet those needs. Do this now. Do not wait for an accident to happen to find out, like so many people often do, that you did not have the appropriate automobile insurance coverages. Take the time today to determine if you are adequately protected.

If you have any questions or desire any additional information regarding your rights and benefits under the Michigan No-Fault Automobile Insurance Law, do not hesitate to contact our Law Firm. It would be our pleasure to assist you.

THE AUTHORS - AUGUST 2016



About the Law Firm

The Sinas Dramis Law Firm was started in 1951 in Lansing, Michigan by Thomas G. Sinas, who was joined a short time later by his friend, Lee C. Dramis, to establish the firm that bears their name today. Over the many years since it was founded, the Sinas Dramis Law Firm has primarily focused its practice on the representation of seriously injured patients and their providers throughout the state of Michigan, particularly in cases involving motor vehicle collisions. Their practice in this field of law includes cases involving semitruck collisions, motorcycle accidents, bicycle injuries, pedestrian injuries, and claims for no-fault PIP benefits on behalf of patients and medical providers.

The attorneys at the Sinas Dramis Law Firm have also been very involved in professional leadership activities. In that regard, one of its partners was President of the State Bar of Michigan; three partners were Presidents of the Michigan Association for Justice; two partners were Chairs of the State Bar Negligence Law Section; and two partners were Presidents of the Ingham County Bar Association. The Sinas Dramis Law Firm has offices in Lansing, Michigan, Grand Rapids, Michigan, and Chicago, Illinois.

The law firm has also been extensively involved in numerous activities designed to educate consumers and professionals about the operation of the Michigan Auto No-Fault Law, including writing, lecturing, teaching, and testifying about that subject in many different forums. The law firm's commitment to informing Michigan citizens of their legal rights has recently resulted in the law firm creating a series of informational websites dedicated to *"Helping People Know the Law."* These websites contain very helpful and practical legal information that is essential for the public to know – particularly with regard to matters dealing with personal injury.



SINAS DRAMIS
LAW FIRM

Since 1951



Advocates for the Injured



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Lansing Office

3380 Pine Tree Rd.
Lansing, MI 48911
(517) 394-7500

Grand Rapids Office

15 Ionia Ave. SW, Ste. 300
Grand Rapids, MI 49503
(616) 301-3333

Chicago Office

321 N. Clark St., 5th Floor
Chicago, IL 60654
(312) 332-6162

 George T. Sinas	 Michael E. Larkin	 James F. Graves	 Bryan J. Waldman
 Stephen H. Sinas	 Thomas G. Sinas	 Joel T. Finnell	 Jacquelyn A. Dupler
 Daniel S. Zick	 Catherine E. Tucker	 Adrian A. Copeland	 Kevin Z. Komar
 Jonathon K. Homa	 Timothy J. Donovan <i>Of Counsel</i>	 Bernard F. Finn <i>Of Counsel</i>	

SINAS DRAMIS LAW FIRM

sinasdramis.com

autonofaultlaw.com
sdmichiganfamilylaw.com

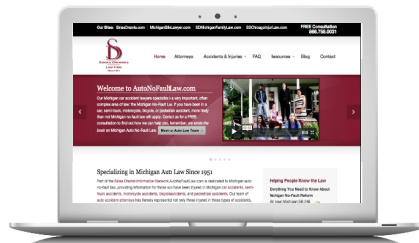
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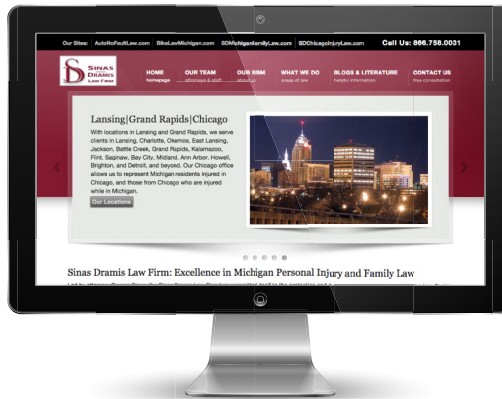
“Helping People Know the Law”

The Sinas Dramis Law Firm has developed a network of sites dedicated to help people understand their legal rights regarding personal injury and family law matters. Please visit the following websites to learn more.

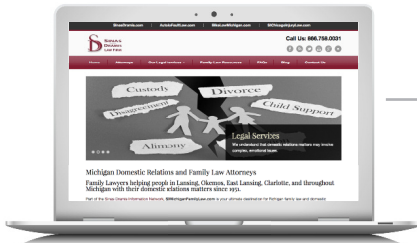
AutoNoFaultLaw.com



SinasDramis.com



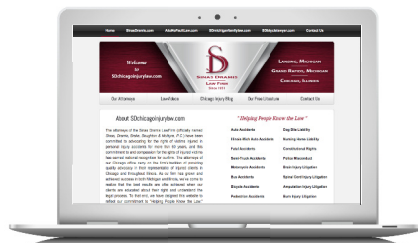
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bikelawmichigan.com
sdchicagoinjurylaw.com