1. Does your jurisdiction maintain a collateral source rule?

   Yes. "[B]enefits or payments received on behalf of a plaintiff, from an independent source, will not diminish recovery from the wrongdoer" Bynum v. Magno, 106 Haw. 81, 86; 101 P.3d 1149, 1154 (Haw. 2004).

2. Does your jurisdiction allow plaintiff recovery for expenses written off by the healthcare provider?

   Yes. "The collateral source rule prohibits reducing a plaintiff's award of damages to reflect the discounted amount paid by Medicare/Medicaid." Bynum, 106 Haw. at 81; 101 P.3d at 1157. The same would apply to private insurance and even gratuitous services provided by a health care providers. Bynum, 106 Haw. at 92-95; 101 P.3d at 1160-63.

3. Must a plaintiff prove medical services were reasonable or necessary in order to recover?

   Yes. Plaintiff is entitled to recover the “reasonable value” of medical services regardless of the actual expenditures made or charges incurred. Bynum, 106 Haw. at 87; 101 P.3d at 1155. Medical bills are admissible to show the reasonable value of a plaintiff’s medical services. Bynum, 106 Haw. at 89; 101 P.3d at 1157 (“Jurors are thus instructed that plaintiffs are entitled to compensation for medical treatment, but these damages are not limited to out-of-pocket expenses.” (citing Hawai‘i Civil Jury Instr. No. 8.9)).

4. Must a plaintiff guarantee reimbursement payment to a healthcare provider if a judgment is rendered or settlement achieved?

   Yes, if a lien holder files or serves notice of a valid lien. Under Hawaii Revised Statutes (“H.R.S.”) § 663-10, a party who files notice of a valid lien with the court or serves it on the parties before judgment is entered or a stipulation to dismiss is approved may be reimbursed out of the judgment or settlement. This includes “a lien arising out of a claim for payments made or indemnified from collateral sources, including health insurance or benefits . . . .” H.R.S. § 663-10(a).

5. If an insurance carrier maintains a contractual agreement with a healthcare provider that reduces payments, what can a plaintiff “blackboard” as damages? (I.e., what
effect does a pre-existing agreement between an insurance carrier and healthcare provider have on a plaintiff’s ability to recover medical bills?)

Plaintiff may blackboard the entire billed amount. "The collateral source rule prohibits reducing a plaintiff’s award of damages to reflect the discounted amount paid by Medicare/Medicaid." Bynum, supra, 106 Haw. at 89 ;101 P.3d at 1157. The same would apply to private insurance and even gratuitous services provided by health care providers.

This section of the Compendium was prepared by an attorney not licensed in the State of Hawaii. Although the attorney used his/her best efforts to set forth the current law, users of this section of the Compendium should rely solely on counsel licensed in the State of Hawaii.