1. **Does your jurisdiction maintain a collateral source rule?**

   Yes. New Hampshire law has long allowed plaintiffs to receive, as damages, compensation for all injuries, past and prospective, in consequence of the defendants’ wrongful or negligent acts. *Holyoke v. Grand Trunk Ry.*, 48 N.H. 541 (1869). Plaintiffs are allowed to introduce evidence of the reasonable value of these past and future medical expenses, even if a portion of the expenses were reimbursed or paid for by his/her insurance carrier. *Cyr v. J.I. Case Co.*, 652 A.2d 685, 688 (N.H. 1994).

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

   There is a split currently existing among the trial courts of New Hampshire. Some trial judges allow only the amount of the medical bill actually paid, while some find the so-called “negotiated rate” between the insurance carrier and the provider to be inadmissible pursuant to the collateral source rule. There is no governing Supreme Court precedent on this issue.

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

   Yes. “[I]t has long been the law in New Hampshire that a plaintiff is entitled to recover the reasonable value of medical expenses *reasonably required* and actually given as a result of an injury suffered.” *Veilleux v. Noonan*, 2008 WL 6016234 (N.H. Super. Ct. Apr. 7, 2008) (citing, e.g., *Holyoke v. Grand Trunk Railway*, 48 N.H. 541, 545 (1869)) (emphasis added).

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

   There is no requirement that a plaintiff must make such a guarantee, but providers are entitled to seek a lien on any judgment or settlement up to the amount for which they would have been compensated for their services.

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?)

The New Hampshire Supreme Court has not yet considered whether the amount billed for medical treatment and services, as opposed to the amounts paid to and received by the medical provider as full compensation and reimbursement, is the appropriate measure of the "reasonable value" of medical expenses. However, once a plaintiff has interjected medical expenses into the case, the law permits "in appropriate circumstances as determined on a case-by-case basis, consideration of write offs by a plaintiff’s health care provider" in order to determine “reasonable value” of medical expenses. Veilleux v. Noonan, 2008 WL 6016234 (N.H. Super. Ct. Apr. 7, 2008). The fact that the plaintiff’s medical professionals agreed with a third-party payor or payors to forgo collection of the difference between what the third-party payors paid and the reasonable value of medical care provided or to be provided does not, without more, raise any issues such as might render relevant the amount the third parties paid. Id.