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Payment of Medical Expense Is Not an Admission of Liability in New Mexico

On occasion, a party responsible for an accident and personal injuries will offer to pay for medical expenses related to the injuries. This most often occurs in slip and fall accidents at retail establishments. It is just as common that the party later reneges on the agreement. On the rather rare occasion when the negligent party does pay for expenses, the question of liability and damages is still not necessarily settled.

In most cases involving personal injuries, there is some type of insurance involved. This certainly true of slip and fall accidents Insurance companies are not prone to pay out money on medical expenses or any other damages in the absence of liability on the part of their insured. In case of slip and fall accidents, it seems as common as not that the promise to pay is simply a ploy to get the customer out of the store as quickly as possible. In other types of accidents, there may at first be an admission of liability with a later denial once the full scope of damages is known. In other words, they may accept liability on what they believe to be a small claim which is fact turns out to be a large claim.

This can be both perplexing and frustrating to an injured plaintiff. Yet it is generally allowable under the law. In fact, it is codified in Rule of 409 of both the New Mexico and Federal Rules of Evidence. Rule 409 states; "Evidence of furnishing or offering or promising to pay medical, hospital, or similar expense occasioned by an injury is not admissible to prove liability for the injury."

What this means in practice is that a plaintiff cannot use the payment of medical expenses by the negligent defendant at trial for purposes of proving responsibility or liability for the injuries. The payment of medical expenses may be used at trial for other limited purpose but not for showing liability.

The Rule purports to serve a very valuable purpose. After all, it is said that the law does not want to discourage payment of medical expenses even where those expenses and the related injuries are in dispute. The rule allows the payment of perhaps disputed medical expenses in turn providing for the medical care of an injured party.

On the other hand, it is extremely rare where a defendant, particularly an insurance company, would pay out damages early in a case on disputed claims. Instead, the insurance company would want a release of claims in return for the quick and cheap settlement of disputed claims. This is far more common and occurs with some regularity.

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In cases of real personal injuries, a quick and cheap settlement is generally going to be far more advantageous to the insurance company than to the plaintiff. After all, insurance companies and defendants generally are not in the business of philanthropy and they unlikely to offer to pay medical expenses out of the goodness of their hearts. This brings us back to where we started which is insurance companies are not inclined to pay out disputed claims yet the payment of these claims cannot be later used against them at trial.

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