Can a Doctor Bill You Directly for Workers' Comp Treatment in New York?

What New York Law Says About Medical Bills While Your Claim Is Pending

Medical bills can start arriving soon after a New York work injury, sometimes while your workers' comp claim is still being decided. A statement from a doctor, hospital, or billing company can leave you wondering whether those charges are now yours to pay, and money paid too quickly can be hard to get back.

The New York State Workers' Compensation Board, the state agency that runs the workers' comp system and decides disputed claims, tells injured workers not to pay their health care providers for treatment of a work injury. The employer's workers' comp insurance company pays those bills unless the Board issues a decision finding the claim invalid.

Our New York workers' compensation lawyers at Pasternack Tilker Ziegler Walsh Stanton & Romano, LLP help injured workers sort out who should pay for treatment when bills, insurer disputes, and Board decisions collide. Medical bills can feel urgent, but an unpaid statement doesn't always mean it's something you owe.

At a Glance

- **No Direct Billing for Covered Care** – New York law bars health care providers from collecting fees from injured workers for treatment covered by workers' comp.
- **A Dispute Isn't a Denial** – An insurer contesting your claim doesn't make you the payer, since only certain Board decisions or settlements can shift the bill to you.
- **Form A-9 Lists the Exceptions** – You can owe a provider if the claim is disallowed or abandoned, the treatment is found unrelated to work, or a settlement closes medical benefits.
- **Insurers Face a 45-Day Clock** – The insurer must pay a provider's bill or formally object within 45 days, and it has to pay any undisputed portion.
- **Payments Can Be Recovered** – A worker who paid a fee the law bans can sue the provider for the money or assign that claim to the Board's chair.

Can a Doctor Charge You While Your Workers' Comp Claim Is Pending?

Generally, no. Under New York Workers' Compensation Law § 13-f, a health care provider treating a workers' compensation claimant, meaning a worker with a comp claim, can't collect or receive a fee from that worker. The provider's only recourse is to seek payment from the employer and its insurance company through the workers' comp system.

A pending claim is one the Board hasn't finished deciding, and the protection applies during that time. An open question in your case, such as whether the injury happened at work, doesn't give the provider permission to bill you while the Board decides it.

The Board's guidance for health care providers also bars them from seeking payment from your private health insurance for this care. It calls billing the patient directly misconduct that can lead to discipline, including suspension or revocation of the provider's authorization to treat injured workers.

This protection covers treatment connected to your reported work injury. A separate visit for an unrelated condition may follow ordinary medical billing rules. When the reason for a charge is unclear, ask the office to identify the service and explain why it sent the bill to you.

Does a Disputed or Denied Claim Change the Billing Rule?

It depends on which one you're facing. A disputed claim means the employer or insurance company is challenging whether your injury qualifies for workers' comp benefits. A denied claim means the Board itself has ruled that it doesn't, so an insurer calling your claim "denied" is still only a dispute.

While a claim remains disputed, § 13-f generally still prevents providers from collecting payment from you. The insurer may challenge how the injury happened or whether particular treatment relates to work, and a Workers' Compensation Law Judge resolves those disputed workers' compensation claims, usually at a hearing.

If the Board denies (or disallows) your claim, you may become responsible for medical bills in certain circumstances. Even then, a denial doesn't automatically make every outstanding bill yours, because the Board's decision and the timing of your treatment matter.

When Might You Become Responsible for Medical Treatment Bills?

The Board's Form A-9, a state notice some providers ask patients to sign, lists the events that can let a provider seek payment from you. Each one depends on a Board decision or an approved settlement:

- **The Board Disallows the Claim** – The Board decides that your injury doesn't qualify for workers' compensation benefits.
- **You Stop Pursuing the Claim** – The Board determines that you've abandoned your claim or failed to pursue it.
- **Treatment Is Found Unrelated** – The Board determines that certain medical treatment isn't related to your work injury.
- **You Settle Future Medical Benefits** – An approved Section 32 agreement, a lump-sum settlement of your claim, may end the insurer's responsibility for future treatment.

These events don't automatically make you responsible for every outstanding medical bill. Your responsibility depends on the Board's decision, the treatment you received, and when you received it, so review any billing demand carefully before making a payment.

What Does Signing Form A-9 Mean for Your Bills?

A doctor may ask you to sign Form A-9 before providing treatment. The official state form warns that you could have to pay if one of the events above occurs, but signing it doesn't let your doctor start collecting while your claim remains pending.

The notice says providers shouldn't bill patients until the Board issues the relevant decision or approves the qualifying settlement. It also tells workers to contact their lawyer or the Board with questions, so read it carefully, keep a copy, and ask which services the provider believes it covers.

The notice matters most when a dispute involves only one condition or body part, since a Board decision might accept some injuries and reject others. Refusing to sign doesn't protect you, either. The form states that a worker who doesn't sign can still be responsible for the bill if one of those events occurs.

Can a Doctor Bill You After a Section 32 Settlement?

Possibly. Under Workers' Compensation Law § 32, you and the insurer can settle a claim through a Board-approved agreement. Some agreements keep the insurer paying for future treatment, while others close that responsibility, and bills for services after approval of a closing agreement may become yours.

The timing of treatment matters. The A-9 notice addresses services performed after approval of a settlement in which you give up future medical coverage, so it doesn't explain older, unpaid charges. Providers and insurers may still disagree about whether an earlier service belonged to the injuries the insurer or Board accepted.

Before accepting a bill after settlement, check the settlement document and the treatment date. If the agreement didn't close medical benefits, ask the office why it considers you the payer, and if it did, confirm the service came after approval. A lawyer can help interpret the settlement language and respond to the provider's demand.

What If the Insurer Refuses to Pay the Doctor?

An insurance company's refusal to pay a medical bill doesn't transfer the charge to you. Payment disputes can involve missing records, fee questions, or disagreement over treatment, and § 13-f still limits the provider's recourse to the employer and its insurer.

The insurer can't sit on the bill indefinitely, either. Under the Board's medical billing dispute process, it must pay a provider's bill in full or file a formal objection (Form C-8.1B) within 45

days, and it must pay any undisputed portion. If it doesn't, the provider can ask the Board to decide the unpaid bill.

Not every unpaid bill reflects a denied claim. Some care requires prior authorization, meaning the insurer must approve it in advance, and a denied treatment request isn't the same as a denied claim. Ask whether the dispute concerns the claim itself, the service's approval, or the amount the insurer owes.

What Should You Do If a Collection Notice Arrives?

A collection letter can be alarming, especially when you're already missing work. Treat the notice seriously without assuming the demand is valid, and check the treatment dates against your workers' comp records. Several focused steps can help clarify the problem:

- **Confirm the Service** – Identify the treatment date, provider, billed amount, and connection to your reported work injury.
- **Notify the Billing Office** – State that the charge relates to a workers' compensation claim and ask for a billing review.
- **Share Claim Information** – Give the office the insurer and claim details you have, without disclosing unrelated personal information.
- **Keep a Paper Trail** – Save collection letters, billing statements, and copies of messages sent to the provider.
- **Ask for Legal Review** – Show the notice and any Board decision to your workers' compensation lawyer before agreeing to pay.

If a collection agency contacts you, ask for an explanation of the debt and meet any deadline in the letter for disputing it in writing. Workers' comp billing protections and debt-collection laws are separate issues, so the Board can clarify your claim's status while a lawyer evaluates whether the underlying charge is valid.

Can You Recover Money Already Paid to a Medical Provider?

Often, yes. Section 13-f gives a worker who paid a provider for covered care the right to sue that provider to get the money back. The worker can also assign that claim to the chair of the Workers' Compensation Board, who can then sue the provider on the worker's behalf.

The circumstances of the payment matter, including whether the treatment belonged to a pending claim or a claim the insurer or Board accepted. If you paid while your claim was pending, point to that timing when you ask for repayment. These records can help show whether a charge belonged in the workers' comp system:

Record	Where to Get It	What It Can Show

Record	Where to Get It	What It Can Show
Itemized bill	The provider's billing office	Dates of service, treatment codes, and whether the bill lists your claim
Board notices and decisions	Mail from the Board, or your lawyer	Whether the claim was pending, accepted, or disallowed, and for which injuries
Signed Form A-9	The provider's office	Which events you were told could make you responsible
Section 32 agreement	Your copy of the approved agreement	Whether medical benefits were closed and the date of approval
Receipts and card statements	Your own records	What you paid, when, and to whom

Don't assume the insurer must reimburse every amount you paid directly. The question may instead be whether the provider has to return a fee the law bans. A lawyer can review the payment history, identify the right request, and respond if the provider refuses.

Talk to a New York Workers' Comp Lawyer Before You Pay a Medical Bill

A New York workplace injury can create overlapping disputes about the claim, the treatment, and unpaid charges, and a collection notice adds pressure while those issues remain unsettled. Whether a provider can bill you often depends on a Board ruling, the type of service, or the terms of a settlement.

Pasternack Tilker Ziegler Walsh Stanton & Romano, LLP has represented injured New Yorkers for more than nine decades. Our workers' compensation lawyers can review collection letters, communicate with providers about disputed bills, and pursue the claim decisions that determine coverage. We look closely at the facts of each worker's situation and the protections New York law provides.

If a doctor, hospital, or collection agency is demanding payment for treatment of your work injury, contact us for a free consultation. Bring the bills, collection notices, and any decisions from the Board so we can help you understand the demand and your options.