

## **CV2005 Economic damages. Medical care and related expenses.**

Economic damages include reasonable and necessary expenses for medical care and other related expenses incurred in the past and those that will probably be incurred in the future.

### **References**

[\*Gardner v. Norman\*, 2025 UT 47, ¶ 32 \(only relates to past medical expenses\).](#)

*Wilson v. IHC*, 2012 UT 43, n 11.

*Judd v. Rowley's Cherry Hill Orchards, Inc.*, 611 P.2d 1216 (Utah 1980).

[\*Restatement 2d of Torts\*, § 911, cmt. h \(only relates to past medical expenses\).](#)

### **MUJI 1st Instruction**

27.3.

### **Committee Notes**

[“Incurred” expenses refers to the negotiated rate, not the “chargemaster” or “gross” rate. \*Gardner v. Norman\*, 2025 UT 47, ¶ 32 \(where hospital and insurer had contracted prices in place at time plaintiff sought treatment, plaintiff’s prospective liability was limited to those amounts; plaintiff “cannot meaningfully be said” to have ever “incurred the full charges”\).](#)

[The fact that insurance paid a bill remains inadmissible and should not be considered. \*Gardner v. Norman\*, 2025 UT 47, ¶ 38; CV634 Insurance.](#)