

Medical Coverage Reimbursement

The _____ has paid, or expects to pay, medical expenses resulting from the accident referenced above. We have the right under the Medical Payments Coverage of this policy to seek reimbursement from you to the extent you recover from the at fault party and/or their insurance carrier.

If you reach a settlement with the responsible party or their insurance company, you will be responsible for reimbursing _____ for the amount of Medical Payments that we have issued on your behalf. If you pay fees and costs to recover for your bodily injury _____ may pay a proportionate share of those fees and costs based upon the relationship our reimbursement bears to your total recovery.

Please refer to the policy contract regarding the Auto Medical Payments amendment that states:

5. REIMBURSEMENT AGREEMENT OFFSET PROVISION. OUR RIGHT TO RECOVER PAYMENT.

When any **insured** has been paid by us under this policy provision and also recovers from another person, entity, or organization, we shall be entitled to reimbursement of the amount of our payment, as provided in this Section. We will seek reimbursement regardless of whether the **insured** (or his or her estate, parent or legal guardian) was paid for all damages arising from the loss or whether or not the **insured** was made whole.

Our right to reimbursement applies to any payments received by the **insured** and to payments to be received by the **insured** that arise from but are not limited to any one or more of the following:

- (a) Any award, judgment or settlement that may result from the exercise of any rights of recovery of the **insured** against any person, entity, or organization that the **insured** claims is responsible for **bodily injury** to the **insured** for which payment under Auto Medical Payments coverage has been made.
- (b) Any payment received, or to be received, by or on behalf of an **insured** under the provisions of any:
 - (i) Automobile, premises or other insurance coverage affording benefits for medical coverage;
 - (ii) Individual blanket or group accident, disability or hospitalization insurance;
 - (iii) Medical, surgical, hospital or funeral service benefits or reimbursement plan; or
 - (iv) Workers' compensation or disability benefits law or any similar law.

Our right of reimbursement only applies to the Medical Payments portion of your claim and is not intended to seek any additional compensation you may have received from the responsible party or their insurance carrier. Our right of reimbursement for Medical Payments is separate from and has no relation to or effect upon any Subrogation rights we have under the other first party coverages in your policy including but not limited to Collision Coverage and Uninsured/Underinsured Motorist Coverage.

To the extent that you incur costs or legal fees to recover for your loss, we may reduce the amount of our recovery by the proportionate share of any fees and costs expended by you to recover for your bodily injury damages. Our share of the fees and costs will be based on the amount we are reimbursed compared to the amount you recover.

The policy under which you are making a claim has medical payments coverage. Under that coverage we will pay all reasonable expenses actually incurred by an insured within one year from the accident for necessary medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing, and funeral services. The one year limit does not apply to funeral services.

GEICO, other insurers, federal and local governments, and the general public are all concerned with escalating medical costs and their effect upon insurance premiums. As part of our medical review process, we may use a computer analysis to compare the charges with prevailing medical costs in the specific geographical location in which treatment was rendered. GEICO may also require an Independent Medical Examination to assist in determining the reasonableness and necessity of treatment and billing.

Only those charges determined to be reasonable and necessary will be paid. GEICO has a process to try to resolve any disagreement with the provider of your medical services, should the provider disagree with the amount of payment issued.

Please have your health care provider(s) bill GEICO directly for your care, if at all possible. Should you receive duplicate bills indicating a balance due, please forward them to GEICO immediately for further review.

To ensure the timely payment of owed benefits, please complete the Statement of Claim under Medical Payments Coverage form.

I acknowledge that I have been presented with this form.