

**From:** Karen Giles [karen.giles@meritain.com]  
**Sent:** Wednesday, November 02, 2011 7:59 AM  
**Subject:** Member inquiries from Socrates/Meritain



This email is being sent to all of the Superintendents, Board of Managers Members and Bookkeepers we have on file for the Egyptian Trust. If you received this email in error please forward to the appropriate party and contact Krista Breakfield at the Metro East Service Office of Meritain Health to update the contact information.

Dear Participating Employer Group ~

You may have recently had members ask you about a letter of inquiry they have received from Socrates/Meritain. This email is to inform you of the reason a covered member may receive this inquiry. Socrates is the vendor Meritain uses (on behalf of Egyptian Trust) to research, follow, and collect reimbursements where a 3<sup>rd</sup> party is responsible. They have recently reviewed the Egyptian records back to 2008 and are reaching out to all members who haven't sent in the information previously requested or have sent incomplete information. Following is the information in the Plan Document concerning Third Party Recovery and Insurance Recovery that has always been a part of the Plan Document. Should you receive questions from your members you may direct them to this information (beginning on page 50 of the plan document). I specifically underlined the red language covered members should read thoroughly. This verbiage explains the member's responsibility and the potential consequences of not returning this information. If an employee receives a written request they must complete the information and return it as per the instructions on the letter.

### **Third Party Recovery**

This provision applies if you or your covered dependents incur covered expenses for an injury or illness due to another person's act or omission. The Plan is subrogated to any and all amounts paid or payable to you or on your behalf by a third party, including the person or company that caused the illness or injury and any insurance company. This means that the Plan has the right to recover directly from the third party amounts paid by the Plan for that illness or injury and you must notify the third party of the Plan's rights to any recovery. In addition, if you receive any payment directly from a third party by legal judgment, settlement or otherwise after you have received benefits from the Plan, you must reimburse the Plan promptly for expenses paid by the Plan relating to the injury or illness for which the recovery was obtained. This provision applies to any payments made under an automobile policy because of "no fault" automobile laws or uninsured motorist laws.

When this provision applies, the Plan generally will pay its normal benefits only on the condition that you will reimburse the Plan when you receive any recovery. The Plan may require you to sign an agreement agreeing to reimburse the Plan from any payments you receive, to the extent of the benefits paid or payable by the Plan. The Plan has the right to deny benefits

until you sign a reimbursement agreement, but your failure to sign such an agreement does not prevent application of this provision. If you receive any payments from a third party and fail or refuse to reimburse the Plan as required, in addition to any other remedies the Plan may have, the Plan may terminate your coverage under the Plan and/or may set-off the reimbursement due the Plan against any pending or future claims, whether or not related to the injury or illness for which you received the payments, otherwise payable by the Plan to or on behalf of the Covered Person and any covered family member.

### **Insurance Recovery**

This provision applies if you or your covered dependents incur covered expenses for illness or injury for which you are entitled to reimbursement for medical expenses under your own automobile insurance, homeowner's insurance or other similar policy. When this provision applies, the Plan will pay its normal benefits only on the condition that you will reimburse the Plan when you receive reimbursement from your insurance company. When you receive payment from your insurance company you must reimburse the Plan promptly up to the lesser of the amount of the expenses paid by the Plan or the amount you receive from your insurance company.

The Plan may require you to sign an agreement agreeing to reimburse the Plan from any insurance payments you receive, to the extent of the benefits paid or payable by the Plan. The Plan has the right to deny benefits until you sign a reimbursement agreement, but your failure to sign such an agreement does not prevent application of this provision. If you receive any insurance payments and fail or refuse to reimburse the Plan as required, in addition to any other remedies the Plan may have, the Plan may terminate your coverage under the Plan and/or may set-off the reimbursement due the Plan against any pending or future claims, whether or not related to the injury or illness for which you received the payments, otherwise payable by the Plan to or on behalf of the Covered Person and any covered family member.

Please feel free to contact me or your Client Liaison, Marie Mangan at 716.319.5048 or [marie.mangan@meritain.com](mailto:marie.mangan@meritain.com) should you have any questions. Thank you and have a great day.

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