

## **SAMPLE DISPUTED CLAIM SETTLEMENT DISCLOSURE**

A sample Disputed Claim Settlement Disclosure follows.

### **IMPORTANT NOTICES**

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## DISPUTED CLAIM SETTLEMENT DISCLOSURE

\_\_\_\_\_ has informed \_\_\_\_\_  
(name of attorney) (name of client)

on \_\_\_\_\_ of the following:  
(date)

1.  Where there is a bona fide dispute over compensability of all or part of a claim, the insurer/employer may issue a denial letter on specific injuries/conditions and may offer a lump sum amount of money for a Disputed Claim Settlement, which, if accepted by the claimant, results in the denial being affirmed and the client giving up rights to any and all benefits relating to the denied injury/condition, which include:
  - a.  Time loss;
  - b.  Permanent partial disability (or extent of disability);
  - c.  Medical (including travel and prescription reimbursements);
  - d.  Vocational assistance;
  - e.  Aggravation rights / own motion rights; and
  - f.  Survivors' benefits.
2.  In accepted cases where the insurer/employer issues a partial denial of claimant's current condition and the Disputed Claim Settlement states that the current condition is no longer related to the original injury/condition, it will likely be impossible to later prove that your need for medical treatment and other benefits is/are compensably related to your injury/condition.
3.  If the insurer/employer denies the claim after acceptance based upon fraud, misrepresentation, or illegal activity, and you have agreed to the Disputed Claim Settlement, no further benefits will be paid.
4.  If the insurer/employer denied the claim within two years of acceptance based upon newly discovered evidence, and you entered into a Disputed Claim Settlement, no further benefits will be paid.
5.  Medical Bills:
  - a.  Can be paid in their entirety by the insurer/employer - out of, or in addition to, the settlement proceeds. If paid in their entirety out of the settlement proceeds, the bills can be paid at the amount that the workers' compensation insurer would be allowed to pay the bill rather than their full amount.
  - b.  At a minimum, the insurer employer must pay 40% of the bills owed that are in the possession of the insurer at the time of the settlement. The claimant is responsible for payment to the medical provider of the remaining balance.
  - c.  Can be paid by employer/employee health benefit carrier - deductible or co-pay to be paid by employee. It is likely that the group health carrier will assert a lien against the settlement for the bills that they pay.
  - d.  Can be paid by other arrangement.

6.  If you have an outstanding child support or spousal support lien, the Support Enforcement Division of the State of Oregon can deduct up to 50% of your net settlement proceeds before you receive your portion of the settlement.
7.  If you are receiving social security and enter into a Disputed Claim Settlement, your social security benefits may be affected.
8.  If you are receiving Temporary Assistance for Needy Families (TANF) or General Assistance (GA) and you receive a Disputed Claim Settlement, your benefits may be affected.
9.  There may be a lien against your settlement proceeds if:
  - a. Medicare or Medicaid has made conditional payment toward conditions that would have been related had you prevailed on the claim.
  - b. You are receiving benefits under the Oregon Health Plan.

The lien amount may be deducted in whole or in part before you receive your Disputed Claim Settlement.

These liens may be recognized and enforced at any time by federal and state Agencies long after your settlement.

10.  If you are eligible for Medicare, the settlement will be reported to Medicare and you must consider the interests of Medicare in the settlement.
11.  If you have applied for Social Security disability, you are conclusively presumed to be Medicare-eligible within three years and must consider the interests of Medicare as part of the settlement.

My attorney and I have discussed these issues. I understand the above, and acknowledge that I am giving up all benefits for all denied conditions.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date