



## INJURY/ILLNESS REPORT FORM

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### SECTION I: GENERAL INFORMATION

#### PLEASE COMPLETE THIS SECTION

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- a) Name of HMSA member or dependent injured or ill: \_\_\_\_\_  
\_\_\_\_\_
- b) Date of injury/illness: \_\_\_\_\_
- c) Where did this occur? \_\_\_\_\_ Work \_\_\_\_\_ Home  
\_\_\_\_\_ Other (please explain) \_\_\_\_\_  
\_\_\_\_\_
- d) Please describe how your accident happened: \_\_\_\_\_  
\_\_\_\_\_
- e) Diagnosis or brief description of the type of injury/illness (example: broken ankle)  
\_\_\_\_\_
- f) Your phone number: \_\_\_\_\_ Work \_\_\_\_\_ Home
- g) Have you hired or plan to hire an attorney to represent you in connection with this injury or illness?  
\_\_\_\_ Yes \_\_\_\_ No. If "YES," please indicate:  
Name of your attorney: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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### SECTION II: WAS YOUR ACCIDENT RELATED TO YOUR WORK? \_\_\_\_ YES \_\_\_\_ NO

#### PLEASE COMPLETE THIS SECTION IF YOU ANSWERED "YES" ABOVE

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- a) Have you filed for Workers' Compensation? \_\_\_\_ Yes \_\_\_\_ No  
If "NO," please explain: \_\_\_\_\_  
If "YES," please answer the following questions.
- b) What is the status of your Workers' Compensation claim? \_\_\_\_\_  
\_\_\_\_\_
- c) Who is your employer? \_\_\_\_\_ Phone: \_\_\_\_\_  
What insurance company covers your Workers' Compensation?  
\_\_\_\_\_

Note: If your case has been settled, please submit a copy of the settlement document.

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### SECTION III: DID YOUR INJURY INVOLVE A MOTOR VEHICLE? \_\_\_\_ YES \_\_\_\_ NO

#### PLEASE COMPLETE THIS SECTION IF YOU ANSWERED "YES" ABOVE

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- a) Please check one: Were you a \_\_\_\_ passenger? \_\_\_\_ driver? \_\_\_\_ pedestrian?
- b) If you were a **passenger** or a **driver**, please indicate:  
The owner of the vehicle: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
The name of the company which insured the vehicle you were in: \_\_\_\_\_
- c) If you were a **pedestrian**, please indicate:  
The name of the owner of the vehicle which struck you: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
The name of the insurance company which insured that vehicle: \_\_\_\_\_  
\_\_\_\_\_
- d) Are no-fault benefits available for this accident? \_\_\_\_ Yes. \_\_\_\_ No.  
If "YES," please indicate your policy limit: \$\_\_\_\_\_  
If "NO," please explain: \_\_\_\_\_  
\_\_\_\_\_

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- e) The name of your motor vehicle insurance carrier: \_\_\_\_\_  
If none, the name of the motor vehicle insurance carrier of anyone in your household?  
\_\_\_\_\_

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**SECTION IV: DO YOU BELIEVE ANOTHER PERSON(S) IS OR MAY BE RESPONSIBLE FOR YOUR ACCIDENT OR ILLNESS? \_\_\_\_ YES \_\_\_\_ NO PLEASE COMPLETE THIS SECTION IF YOU ANSWERED "YES" ABOVE**

- a) Name and address of person(s) you believe could be responsible:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- b) Date on which you discovered that the person(s) could be responsible: \_\_\_\_\_
- c) Have you made any written claim or demand, or initiated any legal action, against that person(s) in connection with your accident or illness? \_\_\_\_ Yes. \_\_\_\_ No.  
If "NO," please explain: \_\_\_\_\_  
If "YES," please answer the following questions.
- d) What is the status of your claim, demand, and/or action? \_\_\_\_\_  
Please send us a copy of all claims, demands, and/or complaints that you have made or that have been made on your behalf, regarding your accident or illness.
- e) Have you received any money from another source as a result of your accident?  
\_\_\_\_ Yes. \_\_\_\_ No.  
If "YES," please give us the name of the source: \_\_\_\_\_
- f) If there was a settlement, what was the date of the settlement? \_\_\_\_\_  
What was the settlement amount? \_\_\_\_\_  
What is the name of the person or carrier from which you received this money?  
\_\_\_\_\_  
Please send us a copy of your settlement document.
- g) If you will not be pursuing any third party claim against the other party who may be at fault, please explain why: \_\_\_\_\_

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**PLEASE READ THE FOLLOWING CAREFULLY**

By signing below, I certify that the above information is true and correct to the best of my knowledge and that I have received a copy of HMSA's Third Party Liability and Motor Vehicle Insurance Rules.

\_\_\_\_\_  
Name of Member or Dependent  
(PLEASE PRINT)

\_\_\_\_\_  
Signature of Member or Dependent

\_\_\_\_\_  
HMSA Membership Number

\_\_\_\_\_  
Date

**Any alterations or changes you make to this Agreement will render the Agreement void and invalid.**

# HMSA's Third Party Liability and Motor Vehicle Insurance Rules

## Third Party Liability Rules:

### What Third Party Liability Means

Third party liability is when you are injured or become ill and:

- the illness or injury is caused or alleged to have been caused by someone else and you have or may have a right to recover damages or receive payment in connection with the illness or injury; or
- you have or may have a right to recover damages or receive payment without regard to fault.

In such situations, any payment made by us on your behalf in connection with such injury or illness will only be in accord with the following rules.

### If You Have Coverage Under Worker's Compensation Or Motor Vehicle Insurance

If you have or may have coverage under worker's compensation or motor vehicle insurance for the illness or injury, please note the following:

- **Worker's Compensation Insurance.** If you have or may have coverage under worker's compensation insurance, such coverage will apply instead of the coverage under your plan brochure. Medical expenses arising from injuries or illness covered under worker's compensation insurance are excluded from coverage under your plan brochure.
- **Motor Vehicle Insurance.** If you are or may be entitled to medical benefits from your automobile coverage, you must exhaust those benefits first, before receiving benefits from us. Please refer to the "Motor Vehicle Insurance Rules" section below for a detailed explanation of the rules applicable to your automobile coverage.

### What You Need To Do

Your cooperation is necessary for us to determine our liability for coverage and to protect our rights to recover our payments. We will provide benefits in connection with the injury or illness in accordance with the terms of your plan brochure only if you cooperate with us by doing the following:

- **Give Us Timely Notice.** You must give us timely notice in writing of each of the following: (1) your knowledge of any potential claim against any third party or other source of recovery in connection with the injury or illness; (2) any written claim or demand (including legal proceeding) against any third party or against other source of recovery in connection with the injury or illness; and (3) any recovery of damages (including any settlement, judgment, award, insurance proceeds, or other payment) against any third party or other source of recovery in connection with the injury or illness. To give timely notice, your notice must be no later than 30 calendar days after the occurrence of each of the events stated above;
- **Sign Requested Documents.** You must promptly sign and deliver to us all liens, assignments, and other documents we deem necessary to secure our rights to recover payments, and you hereby authorize and direct any person or entity making or receiving any payment on account of such injury or illness to pay to us so much of such payment as necessary to discharge your reimbursement obligations described above;
- **Provide Us Information.** You must promptly provide us any and all information reasonably related to our investigation of our liability for coverage and our determination of our rights to recover payments. We may ask you to complete an Injury/Illness report form, and provide us medical records and other relevant information.
- **Do Not Release Claims Without Our Consent.** You must not release, extinguish, or otherwise impair our rights to recover our payments, without our express written consent; and
- **Cooperate With Us.** You must cooperate in protecting our rights under these rules. This includes giving notice of our lien as part of any written claim or demand made against any third party or other source of recovery in connection with the illness or injury.

# HMSA's Third Party Liability and Motor Vehicle Insurance Rules

Any written notice required by these Rules must be sent to:

HMSA  
Attn: 8 CA/Other Party Liability  
P.O. Box 860  
Honolulu, Hawaii 96808-9988

## Payment of Benefits Subject To Our Right To Recover Our Payments

If you do not cooperate with us as described above, your claims may be delayed or denied, and we shall be entitled to reimbursement of payments made on your behalf to the extent that your failure to cooperate has resulted in erroneous payments of benefits or has prejudiced our rights to recover payments.

If you have complied with the rules above, we will pay benefits in connection with the injury or illness to the extent that the medical treatment would otherwise be a covered benefit payable under your medical plan. However, we shall have a right to be reimbursed for any benefits we provide, from any recovery received from or on behalf of any third party or other source of recovery in connection with the injury or illness, including, but not limited to, proceeds from any:

- settlement, judgment, or award;
- motor vehicle insurance including liability insurance or your underinsured or uninsured motorist coverage;
- workplace liability insurance;
- property and casualty insurance;
- medical malpractice coverage; or
- other insurance.

We shall have a first lien on such recovery proceeds, up to the amount of total benefits we pay or have paid related to the injury or illness. You must reimburse us for any benefits paid, even if the recovery proceeds obtained (by settlement, judgment, award, insurance proceeds, or other payment):

- do not specifically include medical expenses;
- are stated to be for general damages only;
- are for less than the actual loss or alleged loss suffered by you due to the injury or illness;
- are obtained on your behalf by any person or entity, including your estate, legal representative, parent, or attorney;
- are without any admission of liability, fault, or causation by the third party or payor.

Our lien will attach to and follow such recovery proceeds even if you distribute or allow the proceeds to be distributed to another person or entity. Our lien may be filed with the court, any third party or other source of recovery money, or any entity or person receiving payment regarding the illness or injury.

If we are entitled to reimbursement of payments made on your behalf under these rules, and we do not promptly receive full reimbursement pursuant to our request, we shall have a right of set-off from any future payments payable on your behalf under your plan's brochure.

To the extent that we are not reimbursed for the total benefits we pay or have paid related to your illness or injury, we have a right of subrogation (substituting us to your rights of recovery) for all causes of action and all rights of recovery you have against any third party or other source of recovery in connection with the illness or injury.

Our rights of reimbursement, lien, and subrogation described above, are in addition to all other rights of equitable subrogation, constructive trust, equitable lien and/or statutory lien we may have for reimbursement of these payments, all of which rights are preserved and may be pursued at our option against you or any other appropriate person or entity.

For any payment made by us under these rules, you are still responsible for your copayments, deductibles, timeliness in submission of claims, and other obligations under your plan brochure.

# HMSA's Third Party Liability and Motor Vehicle Insurance Rules

Nothing in these Third Party Liability Rules shall limit our ability to coordinate benefits as described in your plan brochure.

## Motor Vehicle Insurance Rules

### Automobile Coverage

If your injuries or illness are due to a motor vehicle accident or other event for which we believe motor vehicle insurance coverage reasonably appears available under Hawaii Revised Statutes Chapter 431 Article 10C, then that motor vehicle coverage will pay before your HMSA coverage.

You are responsible for any cost sharing payments required under such motor vehicle insurance coverage. We do not cover such cost sharing payments.

Before we pay benefits under your HMSA coverage for an injury covered by motor vehicle insurance, you must provide us a list of medical expenses paid by the motor vehicle insurance. The list must show the date expenses were incurred, the provider of service, and the amount paid by motor vehicle insurance.

We will review the list of expenses to verify that the motor vehicle insurance coverage under Hawaii Revised Statutes 431, Article 10C is exhausted. Upon our verification of exhaustion, you are eligible for covered services in accord with your health plan certificate.

Please note that in the following two situations, you are also subject to the Third Party Liability Rules stated above: (1) if your injury or illness is caused or alleged to have been caused by someone else and you have or may have a right to recover damages or receive payment in connection with the illness or injury, or (2) if you have or may have a right to recover damages or receive payment without regard to fault (other than coverage available under Hawaii Revised Statutes Chapter 431, Article 10C).

Any benefits paid by us in accord with this section or the Third Party Liability Rules, are subject to the provisions described above under Third Party Liability Rules.