

WELL DRAFTED PLAN DOCUMENT SAVES SELF-INSURED MEDICAL PLAN OVER \$350,000

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Recently a New Jersey district court upheld the validity of a self-insured plan's anti-assignment clause. In this case, a plan participant incurred approximately \$374,000 in out-of-network medical expenses, of which the plan paid out only \$9,100. In an attempt to recover the difference, the health care provider sued the plan on behalf of the plan participant. In support of its position, the health care provider relied, in part, on a statement signed by the plan participant assigning the participant's rights to the health care provider. However, the self-insured medical plan included an anti-assignment provision that prohibited a health care provider from suing on behalf of a participant. The court found the anti-assignment clause to be valid and enforceable. This case highlights the value of a well drafted plan document. Employers sponsoring self-insured plans are encouraged to review their plan documents to ensure they contain such valuable language. *University Spine Center, o/a/o Maria C. v. Horizon Blue Cross Blue Shield of New Jersey and Carefirst of Maryland* (D.N.J. 2017)