

**ASSIGNMENT OF PROCEEDS OF RECOVERY/REIMBURSEMENT AGREEMENT**

In accordance with the *When others are responsible for injuries* provision of the applicable Foreign Service Benefit Plan ("FSBP" or "Plan") contract statement of benefits (or "brochure"), I(we) \_\_\_\_\_, hereby acknowledge that the FSBP possesses a lien on the proceeds of any recovery(ies) that I(we) obtain for the injury(ies) or illness(es) (describe injury(ies) or illness(es) \_\_\_\_\_

\_\_\_\_\_ that I(we) sustained on/about \_\_\_\_\_, 20\_\_\_\_\_, as a result of (describe accident/incident) \_\_\_\_\_

\_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_, as a result of the act(s) or omission(s) of a third party(ies), whether or not I(we) was(were) made whole and I(we) hereby assign to the FSBP the proceeds of any such recovery(ies), whether they be obtained by judgment, settlement, or otherwise, and from whatever source, including, but not limited to, uninsured/underinsured motorist policy(ies). The FSBP's lien, and in turn this Assignment of Proceeds, shall extend to the full amount of the benefits that the FSBP pays for expenses incurred in the treatment of those illness(es) or injuries, including, but not limited to, any benefits paid prior to the date on which this Assignment is executed. This Assignment of the proceeds of my(our) recovery(ies) shall not be subject to reduction, deduction, or setoff of any sort for any reason unless such reduction, deduction, or setoff is approved in advance in writing by an authorized representative of the FSBP. (The applicable FSBP brochure shall be the one issued for the year in which the covered medical expenses for which the FSBP paid benefits are incurred.) I(we) further acknowledge that the FSBP has no obligation to pay benefits for treatment of the illness(es) or injury(ies) sustained as a result of the above described cause(s) unless or until I(we) execute and return this Assignment.

I(We) also agree to execute any instruments or documents, furnish any and all information and/or assistance, give any/and all appropriate notice(s), and/or take any and all other necessary and related actions as the FSBP shall require to facilitate it in executing this Assignment of Proceeds of Recovery/Reimbursement Agreement.

I(We) hereby state that I(we) have not given any release or discharge of my(our) right(s) to recover from any other party(ies) for the covered expenses or charges for which the Plan has paid or will pay under this Assignment, and that I(we) have not done nor will not do anything to prejudice the FSBP's lien right(s) with respect to that recovery as set forth herein.

I(We) acknowledge and agree that in the event I(we) fail to comply with the terms of this Assignment and that, as a result of such failure, the FSBP is not fully reimbursed for the benefits that it pays in reliance hereupon, the FSBP shall be entitled to take appropriate legal action, without limitation, to obtain such reimbursement, including, but not limited to, withholding future benefits to which I(we) otherwise would be due until such unreimbursed amount is recouped. In

