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MICHIGAN MOTOR VEHICLE NO-FAULT INSURANCE LAW ASSIGNMENT OF BENEFITS FORM

I, _____, (“Assignor”), hereby assign to _____ (“Assignee”)
 (Print patient’s name) (Facility)

all rights, privileges and remedies to payment for health care services, products or accommodations (“services”) provided by Assignee to Assignor to which Assignor is or may be entitled under Chapter 31 of the Insurance Code (MCL 500.3101, et seq), the No-Fault Act. I also specifically assign my right to bring a lawsuit against any and all insurer(s) for the health care services stated herein.

The assignment as set forth above is for the right to reimbursement for all charges for services provided to Assignor by Assignee prior to or at the time of Assignor’s execution of this agreement. This agreement is not an assignment of a right to benefits payable in the future, but an assignment of a right to benefits payable as loss accrues and with respect to services already provided.

Assignor hereby certifies that upon execution of this agreement, Assignor has incurred charges with respect to services provided by Assignee on or before the date of execution for which the rights, privileges and remedies for payment are hereby assigned to Assignee.

Assignor hereby certifies its understanding that while Assignee may, pursuant to this assignment, pursue payment from a person or entity other than Assignor, this agreement may be revoked by Assignee if it determines, or a determination is made pursuant to judicial proceedings, that Assignor lacks coverage or that the services subject to this assignment are not payable by any such person or entity for any reason under Chapter 31 of the Insurance Code (MCL 500.3101, et seq), any applicable policy of insurance, and/or due to any actions or conduct of Assignor, except as limited below.

As consideration for the assignment hereby granted, Assignor accepts Assignee’s assumption of the burden of pursuit of payment from any person or entity from whom payment for the above- referenced services is or might be owed under Chapter 31 of the Insurance Code (MCL 500.3101, et seq), the No-Fault Act. This assignment is not revocable by Assignor so long as Assignee’s performance as described in this paragraph is underway. As further consideration, Assignee covenants not to sue Assignor for bills arising out of the services provided by Assignee to Assignor.

Assignor and Assignee agree that in the event any terms or provisions of this agreement are declared invalid or unenforceable by any Court or Federal or State Government Agency having jurisdiction over the subject matter of this agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect. Assignor and Assignee further agree that if any provision of this assignment would invalidate Assignor’s right to claim past or future no fault benefits unrelated to those covered by this assignment from the no fault insurer, said provision is void ab initio.

 (Print name of Patient)

 (Signature of Patient)

 (Print name of Legal Guardian)

 (Signature of Legal Guardian)

 (Date of Signature)