

Alaska United Food and Commercial Workers Trust Funds

Physical Address 7525 SE 24th Street Suite 200 Mercer Island, WA 98040 • Mailing Address PO Box 34203 Seattle, WA 98124
Phone (206) 441-7574 or (800) 478-8329 • Fax (206) 441-9110 • Website www.akucwtrust.com

Administered by
Welfare & Pension Administration Service, Inc.

Date:

Patient Name:
Address

Member:
WPAS ID Number:

Date of illness or injury:

The Alaska United Food & Commercial Workers Medical Plan excludes medical or prescription drugs for any illness or injury if the costs associated with the illness or injury may be recoverable from a third party. If a Participant or his/her dependent has a potential right of recovery for illnesses or injuries for which a third party may have legal responsibility, the Plan will advance benefits pending the resolution of the claim, provided that the attached **Reimbursement Agreement** is signed, dated and returned to our office.

Please note that the plan will NOT reimburse you or any medical providers for third party liability claims until this document is signed.

Please call our office if you have any questions, or if you need further assistance.

WPAS Employee Benefit Department
claimstatus@wpas-inc.com

opciu#8
S:\Forms\Claims\F45\F45-02 - Form - Subrogation Agreement.docx

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Patient Name:

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REIMBURSEMENT AGREEMENT

The Trust's Plan excludes medical or prescription drugs for any illness or injury, if the costs associated with the illness or injury may be recoverable from a third party. If a Participant or his/her dependent has a potential right of recovery for illnesses or injuries for which a third party may have legal responsibility, the Plan will advance benefits pending the resolution of the claim upon the following conditions. This Reimbursement Agreement must be completed and returned before any benefits will be advanced.

1. By accepting or claiming benefits, the Participant or his/her dependent agrees that the plan is entitled to reimbursement of the full amount of benefits that the Plan has paid out of any settlement or recovery from any source including any judgment, settlement, disputed claim settlement, uninsured motorist payment or other recovery related to the Illness or Injury for which the Plan has provided benefits.

This right applies without regard to the characterization of the recovery by the affected Participant or his/her dependent and/or any third party or the recovery source.

2. The Plan can require a Participant or his/her dependent to sign and deliver all legal papers and take any other actions necessary to secure the rights of the Plan (including an assignment of rights to pursue the Participant or his/her dependent claim if the Participant fails to pursue his or her claim). If the Plan asks a Participant or his/her dependent to sign an agreement to reimburse the Plan from the proceeds of any recovery, this must be done before the Plan will advance any benefits.
3. The affected Participant or his/her dependent agrees that he or she will do nothing to prejudice the Trust's reimbursement rights and will cooperate fully with the Trust, including signing any necessary documents and providing prompt notice of any settlement.

The Participant or his/her dependent acknowledges that the Trust is authorized to recover directly any benefits paid from any party liable to the Participant or his/her dependent upon mailing of written notice to the potential payer and affected Participant or his or her representative.

4. When any recovery is obtained from a third party or insurance company whether by direct payment, settlement (including a disputed claims settlement), award or judgment or in any other way, an amount sufficient to satisfy the Trust's reimbursement amount will be paid into a trust account and held there until the Trust's claim is resolved by mutual agreement, arbitration or court order. The individual or entity that will hold the funds in trust is to be identified below. The obligation to place the reimbursement amount in trust is independent of the obligation to reimburse the Trust. If the funds necessary to satisfy the Trust's reimbursement amount are not placed in trust, the injured person shall be personally liable for any loss the Trust suffers as a result. If there are multiple parties or recoveries, the amount necessary to satisfy the reimbursement amount will be paid from each successive recovery until there is sufficient amount in the trust to satisfy the Trust's claim at the time of settlement.

The Alaska United Food & Commercial Workers Health & Welfare Trust will be automatically paid from the amount held in trust without regard to whether the injured person is made whole except if (a) the Trust will deduct a proportionate share of the injured person's attorney's fees from the reimbursement amount and costs.

5. This Agreement is enforceable through arbitration. In the event the Trust initiates the arbitration, it shall bear the costs of the arbitration. If the injured person or the entity holding the funds in trust initiates the arbitration, the parties shall share the costs of arbitration. The arbitration will be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association. In reviewing the action of the Board of Trustees, the question for the arbitrator shall be whether the Board of Trustees was in error upon an issue of law, acted arbitrarily or capriciously in the exercise of its discretion, or its findings of facts were unsupported by substantial evidence. The arbitrator shall apply federal common law principles concerning the administration and interpretation of third party reimbursement agreements involving self-funded ERISA-regulated plans. The site for any arbitration shall be Anchorage, Alaska.

Notwithstanding the above, the Trust may bring an action in an appropriate court to enforce the requirement that funds be placed in trust, to compel arbitration or to seek other appropriate relief if the Trust cannot obtain an enforceable order through arbitration. The Trust may also in its discretion offset future benefits owing the affected Participant or any other individual whose eligibility is established through the same participating employee to recover advanced benefits.

6. The Trust may cease advancing benefits if there is a reasonable basis to determine the Trust's reimbursement provisions are not enforceable, there is a reasonable basis for believing that the parties to this Agreement will not honor it, or the Board of Trustees modifies the Plan provisions related to the advancement of benefits.

SIGNATURES

a. Attorney Representative

I hereby agree to hold funds sufficient to satisfy the Alaska United Food & Commercial Workers Health & Welfare Trust's reimbursement amount in trust from any recovery made on the injured person's behalf. I understand that my client's obligation to place the funds in trust until the Trust's reimbursement claim is resolved is in addition to any obligation to reimburse the Alaska United Food & Commercial Workers Health & Welfare Trust.

Signature _____ Date _____

Identification of Trust Account

Account No: _____ Bank: _____

b. Injured Person

I hereby agree to observe the terms of this Amendment. I agree that funds sufficient to satisfy the Trust's claim will be placed in trust and that I will be personally liable for any loss the Trust incurs if the funds are not placed in trust.

Signature _____ Date _____

c. Parent or Guardian

If the injured person is a minor or is incapacitated, the signature of a parent or guardian is necessary. Proof of guardianship should be supplied. If the parents are separated or divorced, the signature of the custodial parent is required.

Print Name _____ Print Name _____

Address _____ Address _____

City _____ State _____ Zip Code _____ City _____ State _____ Zip Code _____

Signature _____ Signature _____

Date _____ Date _____