

**ALASKA UNITED FOOD AND COMMERCIAL WORKERS HEALTH & WELFARE  
TRUST**

**AGREEMENT TO REIMBURSE**

**1. BASIC INFORMATION ABOUT EMPLOYEE/INJURED PERSON**

- a. Name of Employee: \_\_\_\_\_
- b. Name of Injured Person and Relation to Employee: \_\_\_\_\_
- c. Address: \_\_\_\_\_
- d. Telephone Number: \_\_\_\_\_

**2. STATEMENT OF PURPOSE**

The undersigned requests the Alaska United Food and Commercial Workers Health & Welfare Trust ("Trust") to advance otherwise excluded benefits. The Trust is willing to advance these otherwise excluded benefits only if an enforceable mechanism exists to recover funds advanced. Accordingly, the undersigned agrees that an equitable lien on any recovery will be created and benefits will be advanced subject to the following conditions.

**3. PLAN PROVISIONS**

The Trust's Plan excludes medical or prescription drug benefits for any illness or injury if the costs associated with the illness or injury may be recoverable from a third party, through a workers compensation system or from any other source.

If a Participant has a potential right of recovery for Illnesses or Injuries for which a third party may have legal responsibility, the Plan may advance benefits pending the resolution of the claim upon the following conditions:

- 1. By accepting or claiming benefits, the Participant 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.
- 2. This right applies without regard to the characterization of the recovery by the affected Participant and/or any third party or the recovery source.
- 3. The Plan does not recognize any make whole doctrine or otherwise limit its right to reimbursement based on the amount of the Participant's recovery. The Plan's right to reimbursement, however, will not exceed the amount of recovery.

4. The Plan can require a Participant and the Participant's legal representative 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's claim if the Participant fails to pursue his or her claim). If the Plan asks a Participant or the Participant's legal representative 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.
5. The affected Participant agrees that he or she will do nothing to prejudice the Plan's reimbursement rights and will cooperate fully with the Plan, including signing any necessary documents and providing prompt notice of any settlement.
6. The Participant acknowledges that the Plan is authorized to recover directly any benefits paid from any party liable to the Participant upon mailing of written notice to the potential payer and affected Participant or his or her representative.
7. The maximum amount which will be advanced under an agreement to reimburse is \$10,000 for medical benefits. The Participant or the Participant's legal representative may request in writing a waiver of this maximum amount on advanced benefits. The maximum will be waived and removed upon confirmation that all necessary documentation and information has been provided to the Plan and the Plan is fully assured that the Participant and the Participant's legal representative have complied and, in the future, will comply with this reimbursement provision that the reimbursement agreement.
8. When any recovery is obtained from a third party or insurance company whether by direct payment or settlement (including a disputed claim settlement) or award judgment or in any other way, an amount sufficient to satisfy the Plan's reimbursement amount will be paid into a trust account and held there until the Plan's claim is resolved. The individual or entity that will hold the funds in trust is to be identified. The obligation to place the reimbursement amount in trust is independent of the obligation to reimburse the Plan. If the funds necessary to satisfy the Plan's reimbursement amount are not placed in trust, the injured person will be personally liable for any loss the Plan 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 a sufficient amount in the trust to satisfy the Plan's claim at the time of settlement.

The Plan will be automatically paid from the amount held in trust without regard to whether the injured person is made whole except the following reductions will be made if the injured person complies with the terms of the Plan and the Agreement to Reimburse: (a) the Plan will deduct a proportionate share of the injured person's attorney's fees and costs from the reimbursement amount; and (b) if application of the general rule results in the Plan receiving a greater reimbursement than the injured person, the Plan will reduce its claim so that it does not exceed 50% of the amount payable to or on behalf of the injured party.

9. Venue for any enforcement action will be in Multnomah County, Oregon. The Plan may bring an action in an appropriate court to enforce the agreement to reimburse, enforce the requirement that funds be placed in trust or to seek other appropriate relief. The Plan may also in its discretion offset future benefits pursuant to the Plan's Repayment of Improperly Paid Benefits provision to recover advanced benefits.
10. The Plan may cease advancing benefits if there is a reasonable basis to determine the Plan provisions or any agreement in any particular case as amended is not enforceable, there is a reasonable basis for believing that the parties to this Agreement will not honor the terms of the Plan or any Agreement or the Board of Trustees modifies the Plan provisions related to the advancement of benefits.

**4. INFORMATION ABOUT YOUR THIRD-PARTY CLAIMS**

- a. Describe nature of illness or injury for which there is a claim: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- b. Does your claim involve workers compensation?     Yes     No
- c. Does your claim involve an automobile accident?     Yes     No
- d. If you are represented by an attorney, please identify here: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- e. If your own insurer is involved, please provide contact information here: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- f. Name the entity and/or individual against whom you have a claim: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- g. If the other parties have an insurer and/or lawyer involved, please identify here:  
 \_\_\_\_\_  
 \_\_\_\_\_

**5. SIGNATURES**

- a. Attorney

I hereby agree to hold funds sufficient to satisfy the Trust's reimbursement amount in trust from any recovery made on the injured person's behalf. I understand that this obligation to place the funds in trust until the Trust's reimbursement claim is resolved is in addition to any obligation to reimburse the Trust.

\_\_\_\_\_  
Signature Date

**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.

**Parent**

**Guardian**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature