

ARIZONA SHEET METAL TRUST FUNDS

Administrator: Southwest Service Administrators, Inc.

2400 West Dunlap Avenue, Suite 250, Phoenix, AZ 85021 Phone 602-249-3582 – Fax 602-336-0895 – Toll Free 800-474-3485

www.southwestservicetpa.com

Date: _____

NAME: _____

ADDRESS: _____

ENROLLEE/MEMBER NAME: _____

PATIENT NAME: _____

ENROLLEE/MEMBER ID NUMBER: _____

DATE OF ACCIDENT: _____

INCIDENT DETAILS: _____

Under the Third Party Liability provisions of the Plan, the Trust will expect reimbursement of benefits paid where there is an alternative source of recovery; i.e., third party liability. Reimbursement of payments in these circumstances will place responsibility for the loss where it should rest and will help to preserve Fund assets for the benefit of all participants and their dependent family members.

Claims incurred in such a situation will be paid only if the individual claimant (or their representative) executes appropriate reimbursement documents. Prompt identification of such claims and cooperation with the Fund Office will expedite processing of your claims.

Please complete the following and return to the Fund Office in the enclosed, self-addressed envelope. The Fund Office cannot consider your claim(s) unless this form and the Reimbursement Agreement are signed, dated and returned.

Please answer and complete each of the following:

1. Do you believe another party is responsible for causing the accident, injury or medical condition?
Yes ____ No ____

If so, list the name and address of the person(s) you believe is/are responsible:

Name: _____

Address: _____

MAILING ADDRESS

CITY

STATE

ZIP

2. If the other party has insurance, please complete the following:

Name: _____

Address: _____

Adjustor or Contact Name: _____

Phone Number: _____

Case Number _____

3. If applicable, do you (or the owner of the vehicle you occupied) have uninsured or underinsured motorist coverage? Yes ____ No ____

If so, please complete the following:

Name: _____

Address: _____

Agent's Name: _____

Phone Number: _____

Policy Number _____

4. Please give date of the incident/accident and explain what happened:

5. Please list all injuries and/or medical conditions incurred as a result of the accident.

6. Have you engaged an attorney to represent you concerning the injury or accident?

Yes ____ No ____

If so, please complete the following:

Firm: _____

Attorney's Name: _____

Address: _____

Phone Number: _____

If not, please explain what steps you are taking or contemplate taking to seek recovery:

7. Was the incident/accident investigated by any police agency?

Yes_____ No_____

If so, which agency? _____

Please include a copy of the accident/incident police report.

If applicable, please provide details about any steps that you are required to take to follow up with the agency toward protecting rights as a crime victim:

8. Please read and sign the enclosed Reimbursement Agreement and return in the provided envelope.

If you have any questions, please contact your Trust Fund's Administrative Support Team at SW Service Administrators, Inc.

Signature

Date

Sincerely,

TRUST FUND OFFICE
Administrative Manager-Southwest Service Administrators, Inc.

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Enrollee/Member Name: _____

Enrollee/Member ID Number: _____

REIMBURSEMENT AGREEMENT

WHEREAS, _____
(hereinafter “Eligible Individual”) was injured or otherwise suffered personal loss through the acts or omissions of another person; and

WHEREAS, the United Food and Commercial Workers and Employers Arizona Health and Welfare Trust (hereinafter “Trust”) has provided or will provide benefits to Eligible Individual under the terms of the Trust’s Plan of Benefits; and

WHEREAS, the Plan of Benefits for the Trust contemplates the reimbursement to the Trust of benefits provided upon recovery made by the Eligible Individual in connection with the injury/loss, whether such recovery is by way of judgment, arbitration award, settlement or any other arrangement, including by way of uninsured or uninsured motorist coverage, and including restitution or reparations ordered by a court in a criminal case;

NOW, THEREFORE, the Eligible Individual undersigned hereby agrees to reimburse the Trust the benefits provided to the Eligible Individual upon recovery made by the Eligible Individual. Eligible Individual or Eligible Individual’s representative will hold such recovery in a constructive trust for the benefit of the Trust, and the Trust shall have an equitable lien upon such recovery at the time the recovery comes into the hands of the Eligible Individual or that person’s representative.

If Eligible Individual proceeds toward establishing recovery with the assistance of an attorney, the Trust shall allow a reasonable attorney’s fee (not to exceed one-third) to Eligible Individual’s attorney from the recovery. In no event will the Trust allow the payment of litigation costs from the recovery.

Eligible Individual agrees to do nothing after their injury to prejudice Eligible Individual’s rights and further agrees to do everything reasonable to secure Eligible Individual’s right of recovery for the injury/loss. Reasonable steps may include (but would not be limited to) making claims on any homeowners or other property liability insurance relevant to the injury/loss.

Reasonable steps may also include pressing criminal charges where applicable, and will include notifying the court, in any filed criminal case related to the injury/loss, of the claim payments made by the Trust because of this Agreement.

Signature

(Note: If Eligible Individual is a minor or other protected person, the signature of a parent or guardian on behalf of the minor or protected person is required.)

Date

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Acts of Third Parties

This provision applies when an Eligible Individual has an Injury or Illness caused by the act or omission of another person or party. In such a case, to the extent of any benefit payments provided by the Trust, the Eligible Individual must reimburse the Trust from any and all recoveries made by the Eligible Individual. It is the intent of this provision to establish a constructive trust/equitable lien on the recoveries made by the Eligible Individual at the time the recoveries come into the hands of the Eligible Individual or that person's representative.

The term "recoveries made by the Eligible Individual" includes any amount received by way of judgment, arbitration award, settlement or any other arrangement from any third party or third party insurer, or from the Eligible Individual's uninsured or underinsured motorist coverage. It includes all monies received regardless of how held, and includes monies directly received by the Eligible Individual as well as any monies held in any account or trust on their behalf. The Trust's share of any recovery will not be reduced because the Eligible Individual has not received the full damages claimed from the third party, unless the Trust agrees in writing to a reduction.

The Plan may require the Eligible Individual to complete, in a form acceptable to the Trustees and prior to the payment of any benefits in relation to the Injury or Illness, a Reimbursement Agreement and other appropriate documentation. In the event that an Eligible Individual fails or refuses to execute such an Agreement/Document, the Trust shall, notwithstanding any other provision to the contrary, be relieved of any obligation to provide benefits to the Eligible Individual.

The Eligible Individual shall take such action as may be necessary or appropriate to recover payments made by the Trust from any responsible third party or insurer in connection with the Injury or Illness. Further, the Eligible Individual shall not do anything to release, discharge or prejudice the rights of the Trust as set forth in this provision, and the Eligible Individual and/or that person's representative shall assist and cooperate with the Trust hereunder, doing everything necessary and appropriate to enable the Trust to enforce its rights as described herein. In this regard, the Eligible Individual shall promptly respond to inquiry from the Trust concerning the status of any such action and shall direct any legal representative restrained to comply with and facilitate the reimbursement contemplated by this provision.