UNITED EMPLOYEES BENEFIT TRUST

PO Box 8130 – Tacoma WA 98419
(253) 474-1214 or (800) 223-2449

Agreement to Reimburse

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1. BASIC INFORMATION ABOUT EMPLOYEE/INJURED PERSON

a. Member Name: _____

b. UEBT ID #: _____

c. Name of Injured Person and Relation to Member: _____

d. Telephone Number: _____

2. STATEMENT OF PURPOSE

The undersigned requests the United Employees Benefit Trust to advance otherwise excluded benefits. The United Employees Benefit 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 third-party reimbursement requirements apply to medical and time loss benefits received from the Trust. The Plan provides as follows:

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

a. By accepting or claiming benefits, the injured person agrees that the Trust is entitled to reimbursement of the full amount of benefits that the Trust has paid out of any settlement or recovery from any source including any judgment, settlement, disputed claim settlement, underinsured or uninsured motorist payments or other recovery related to the Illness or injury for which the Trust has provided benefits. This right applies without regard to the characterization of the recovery by the injured person and/or any third party or the recovery source.

   The Trust does not recognize any make whole doctrine or otherwise limit its right to reimbursement based on the amount of the injured person's recovery. The Trust's right to reimbursement, however, will not exceed the amount of the recovery.

b. The Trust can require an injured person and the injured person's legal representative to sign and deliver all legal papers and take any other actions necessary to secure the rights of the Trust (including an assignment of rights to pursue the injured person's claim if the injured person fails to pursue his or her claim). If the Trust asks an injured person or the injured person's legal representative to sign an Agreement to Reimburse the Trust from the proceeds of any recovery, this must be done before the Trust will advance any benefits.

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

d. When any recovery is obtained from a third party or insurance company, whether by direct payment or settlement (including a disputed claims settlement) or 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 or court order. 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 Trust. If the funds necessary to satisfy the Trust's reimbursement amount are not placed in trust, the injured person will 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 a sufficient amount in the trust account to satisfy the Trust's claim at the time of settlement.

The Trust will be automatically paid first from any recovery 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 Trust and the Agreement to Reimburse: (a) the Trust will deduct a proportionate share of the injured person's attorney's fees and costs from the reimbursement amount; (b) if application of the general rule results in the Trust receiving a greater reimbursement than the injured person, the Trust will reduce its claim so that it does not exceed 50% of the amount payable to or on behalf of the injured party.

e. Venue for any enforcement action will be in Pierce County, Washington. The Trust may bring an action in an appropriate court to enforce the Agreement to Reimburse, enforce the requirement that funds be placed in trust, to recover improperly paid benefits or to seek other appropriate relief. The Trust may also, in its discretion, offset future benefits payable to the injured person involved or any individual claiming eligibility through the same Employee or retiree

f. The Trust may cease advancing benefits if there is a reasonable basis to determine its plan language is not enforceable, there is a reasonable basis for believing that a party to this Agreement will not honor the terms of the Agreement or the Board of Trustees modifies the Trust provisions related to the advancement of benefits.

4. INFORMATION ABOUT YOUR THIRD-PARTY CLAIM

a. Type of claim: □ Auto Accident □ Work Injury □ Assault □ Other
Date of Injury: _____ Time Occurred: _____
Place Injury Occurred: _____
Describe Accident: _____
_____
Describe Injuries: _____
_____

b. Are you represented by an attorney? □ Yes □ No
If yes, please provide attorney's name, address and phone number:
_____
_____

c. Name the entity and/or individual against whom you have a claim:
_____

Insurance and/or lawyer of Responsible Party: _____
Address: _____
Agent or Contact Person: _____
Policy #: _____ Claim #: _____ Phone #: _____

d. If Auto Accident: Was accident your fault? □ Yes □ No
Have you filed with any auto insurance? □ Yes □ No
Was the vehicle yours? □ Yes □ No
Were you a passenger in another person's vehicle? □ Yes □ No

Your Auto Insurance: _____

Address: _____

Agent or Contact Person: _____

Phone #: _____ Policy #: _____

Do you have Med Pay or PIP Coverage? □ Yes □ No
If yes, have you filed a claim? □ Yes □ No
If yes, please provide the claim #: _____

Include the Policy Declaration Page and a copy of the Accident Report with this completed agreement.

5. SIGNATURES

a. Attorney

I understand that by signing this agreement, the undersigned injured person has a legal obligation to reimburse the United Employees Benefit Trust from any recovery the injured person receives. I understand the Trust will reduce its recovery by a pro rata share of my attorney's fees. I agree that in the event I receive any funds belonging to the injured person pursuant to settlement or other recovery, I will hold funds sufficient to satisfy the United Employees Benefit Trust's reimbursement amount from any such settlement or recovery.

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