



1901 Las Vegas Blvd. So.
Suite 107
Las Vegas, Nevada 89104-1309
(702) 733-9938
www.culinaryhealthfund.org

OVERVIEW OF REPAYMENT PROCESS

If you are filing a claim or lawsuit against another person(s), their insurance or other insurance and wish to have the Culinary Health Fund process your medical bills before you settle with the other party, you must also complete and sign the enclosed Repayment Agreement before the Culinary Health Fund will process any medical bills. If you have hired an attorney, your attorney must also sign the Repayment Agreement before the Culinary Health Fund will process any medical claims. The Culinary Health Fund's process is described below:

- Once the Statement of Facts and Repayment Agreement are received, the Culinary Health Fund will process your medical bills in accordance with the Plan provisions. If you do not submit these documents to the Culinary Health Fund, your medical bills will be denied.
- Before you settle your claim or lawsuit against the other party, you or your attorney should contact the Culinary Health Fund for the current total amount of medical bills paid on your behalf so that amount may be included in your settlement negotiations.
- Once your claim or lawsuit has settled, you or your attorney must reimburse the Culinary Health Fund the amount paid on your behalf, from the settlement proceeds.
- Although the Culinary Health Fund expects full reimbursement, there may be times when full recovery is not possible. In some cases, your settlement amount may be less than the amount of medical bills paid by the Culinary Health Fund. At the time of settlement, the Plan requires you reimburse the Culinary Health Fund the lesser of: (1) the total amount of benefits paid to date or (2) the total amount you recover. (For example, if you settle your case for \$15,000 and the Culinary Health Fund paid \$30,000 on your behalf for related medical expenses, you are obligated to reimburse only \$15,000.)
- In addition, the Trustees may reduce the amount you pay the Culinary health Fund if special circumstances exist, such as lost wages, disability, insufficient recovery or other relevant factors. Upon settlement of your claim, if you believe the Culinary Health Fund's recovery/lien should be reduced, please submit a written request stating why you believe the Culinary Health Fund's recovery/lien should be reduced.

If you have any questions, please call the Customer Service Office at 702-733-9938.

Sincerely,
Culinary Health Fund



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REPAYMENT AGREEMENT

This Repayment Agreement is effective this ___ day of _____, 20___ between you and the Hotel Employees and Restaurant Employees International Union Welfare Fund (“Culinary Health Fund” or the “Plan”). When you sign this document, or a representative signs on your behalf, it becomes a legally binding agreement between you and the Plan.

You and/or your dependent have been injured in an accident or event on _____ **[date]** at _____ **[time]** in _____ (the “Accident”). You may have filed a lawsuit or made a claim in connection with the Accident, and you may be entitled to compensation from an insurance company or other third party for those injuries. The Plan will agree to pay you or your dependent’s medical, hospital, dental, vision care and other covered expenses resulting from that Accident (referred to as “Benefits”). By accepting Benefits from the Plan, you agree to repay the Plan the full amount of those Benefits on a first priority basis from the amount of any compensation you receive. This Agreement is designed to help the Plan enforce its right to be repaid by you.

In consideration of Benefits paid (or to be paid) by the Plan in connection with the Accident, you and/or your dependent also agree as follows:

1. The Plan will have a first lien and subrogation rights, as described in the Plan and this Agreement, on the amount recovered from another person (including an insurance company) because of the Accident (the “Lien”). The Lien will apply whether you get a recovery from a judgment, settlement, or otherwise (the “Recovery”). The Lien amount shall equal the Benefits the Plan pays in connection with the Accident, or, if less, the total amount of the Recovery. The Plan may notify people of this Lien and file it with them as needed to protect its rights.
2. You agree to repay (irrevocably assign) to the Plan the Recovery amount equal to the amount of the Lien, and agree to waive all rights opposing the Plan’s right to be repaid. You will not take any action that could interfere with the Plan’s right to enforce the Lien. You will not be entitled to keep any portion of the Recovery until the Plan’s Lien is paid in full, and you will not claim any right to deduction, setoff, or any other right to withhold any portion of the amount of the Lien.
3. You will cooperate fully with the Plan and do whatever is necessary to carry out the Plan’s right to be reimbursed under the Agreement, including providing requested information and documents, signing and delivering any assignments or other documents, notifying the Plan immediately upon beginning any claim or lawsuit or settlement negotiations, or agreeing to any settlement.
4. The Plan shall have the right to intervene in any suit filed which includes any claim for recovery related to the Accident, and you waive any and all rights to object to such intervention. The Plan shall also have the right to file suit against any third party in your name to recover the full amount of the Lien if you choose not to do so, plus its expenses, costs, and attorney fees.
5. In the event the Recovery is paid to your attorney or other representative, they shall be required to pay to the Plan the total amount of the Lien prior to disbursement of the Recovery to you or any other person or entity. Your attorney agrees to this by signing below.
6. Any failure to comply with the requirements of this Agreement or the Plan or its Rules and Regulations may be grounds for denying any benefits payable under the Plan whether or not those benefits relate to the Accident (including the off-set of future benefit claims by you or your dependents).
7. This Repayment Agreement constitutes the entire agreement between the parties, and may not be amended or modified except by a writing signed by each of the parties.

