

Your WorkSafe BC Accident and Injury Claims Package:

This package includes our Accident and Injury Reimbursement Agreement and our Extended Health Claims Form.

Why the Reimbursement Agreement is Necessary:

All Pacific Blue Cross Plans contain an exclusion that prohibits us from paying claims that are related to any workplace-related illnesses or injuries.

WorkSafe benefits are available to most employees in British Columbia who have suffered injury or illness while at work. WorkSafe is a provincial agency overseeing a no-fault insurance system for the workplace, with a legislated mandate to:

- Rehabilitate workers who are injured, and provide timely return to work; and
- Provide fair compensation to replace workers' loss of wages while recovering from injuries.

Because benefits relating to these injuries or illnesses are excluded on your PBC plan, you must make a claim to WorkSafe to have your workplace-related expenses paid with respect to extended health benefits and wage loss.

We recognize that these claims can take a long time to settle. We do not want your recovery to be delayed because you are waiting for payment from WorkSafe BC.

Our solution has been to build a provision into all PBC plans that allows us to advance funds for claims that would have been eligible expenses if they were not part of a workplace accident.

Part of this contract provision to advance funds is the Reimbursement Agreement. For us to be permitted to advance funds for eligible expenses, we must have a completed and signed Reimbursement Agreement in place.

These advanced funds must be reimbursed to us for the full amount claimed, regardless of the amount and terms of any settlement received.

What You Can Expect:

- You may notice that your eClaims access has been suspended. This is temporary as we await the signed Reimbursement Agreement, and it will be reinstated at that time.
 - Until this is reinstated, you must submit your non-workplace injury/illness related claims by paper.
- When you make claims with our Extended Health Claims form, or when you make claims online, you must identify the claims that are related to your workplace injury or illness. There is a check box for you to tick.
 - Claims that are not related to your workplace incident can be submitted and will be processed as usual
- While WorkSafe is adjudicating your claim – either initially or on appeal, we will continue to advance funds for your eligible claims as you submit them.
- Worksafe will only approve payment for expenses that they deem necessary as part of your treatment plan with them.
 - It is important to remember that all claims for these workplace incidents are excluded from your PBC plan. If you incur costs that WorkSafe does not deem part of your necessary treatment plan, and PBC has advanced funds to pay for these expenses, you will be required to pay us back.
 - If you feel your current treatment plan is not working, you can return to WorkSafe so that they can make adjustments for you. WorkSafe does not cover any expenses for services that you elect to use that are outside of your treatment plan.
- From time to time, you may receive communications from our Finance Recoveries team asking about your progress with WorkSafe BC. Our intention is to assist you and/or your lawyer if applicable, in fulfilling your obligation to reimburse the plan.
- At any time, you or your legal representative, if applicable, may contact our When WorkSafe has Finance Recoveries department regarding the amounts that we have advanced for your auto injury related expenses.
- When WorkSafe approves your claim or your appeal, the workplace injury related amounts that we have advanced will become due, in accordance with the terms in the Reimbursement Agreement.
- **If WorkSafe denies your claim, and you do not appeal, we will not seek reimbursement for the funds that we have advanced.**

Future Claims:

Claims arising from workplace illnesses or injuries are excluded from your plan. In the future, if you are still experiencing symptoms of your related injuries, you must apply to reopen your WorkSafe claim.

While you are awaiting a new decision, we will advance payment for your claims, however we would need you to sign a new Reimbursement Agreement for repayment for any additional eligible expenses that we may advance.

Any Questions:

Our Customer Service Representatives are available for your calls from Monday to Friday from 8:00 am to 4:30 pm. Alternately, you can drop by our customer service centre at 4250 Canada Way, Burnaby between the hours of 8:30am and 4:00pm, Monday through Friday. We are here to help.



Mail: PO Box 7000, Vancouver, BC V6B 4E1 | Drop it off: 4250 Canada Way, Burnaby, BC | pac.bluecross.ca

i Please complete one Reimbursement Agreement Form per incident of accident or injury. It is not necessary to submit a new form with each claim.

PART 1 — MEMBER INFORMATION

Policy number	ID number	Birthdate (mm-dd-yyyy)		
First name	Last name	Employment status <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Retiree <input type="checkbox"/> Student		Daytime phone number (10 digits)
Street address	City	Province	Postal code	New address? <input type="checkbox"/> Yes

PART 2 — APPLICATION FOR ADVANCE

I _____ acknowledge that under the terms of my policy or my group benefits contract and Part 16 of the Pacific Blue Cross Bylaws, no benefits are payable to a Member or Dependent who suffers injury or sickness covered by Workers' Compensation or for which a third party is, or may be, directly or indirectly, either in whole or in part legally liable. By completing this form I am applying for an advance payment and agree to take all necessary action to recover from Workers' Compensation or the third party, the total of the benefits advanced. I understand that a completed and signed reimbursement agreement must be submitted in order for my claims to be processed.

Member's signature X	Date (mm-dd-yyyy)
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PART 3 — ACCIDENT INFORMATION

Describe how the accident or injury happened:

Who is, or may be, directly or indirectly, either in whole or in part legally liable for the accident or injury?

List all members/dependent under the above noted policy with claims related to the accident or injury:

First name	Last name	Birthdate (mm-dd-yyyy)
Describe the accident-related injuries for each member/dependent injured		
First name	Last name	Birthdate (mm-dd-yyyy)
Describe the accident-related injuries for each member/dependent injured		
First name	Last name	Birthdate (mm-dd-yyyy)
Describe the accident-related injuries for each member/dependent injured		
First name	Last name	Birthdate (mm-dd-yyyy)
Describe the accident-related injuries for each member/dependent injured		

Date of the accident/injury (mm-dd-yyyy)	Location of accident/injury	City and province where accident/injury occurred
Was the accident reported to police? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have you retained a lawyer? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, lawyer's name/Law firm name)
Lawyer's Address/City/Province/Postal code		Lawyer's daytime phone number (10 digits)
Has legal action been initiated? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Registry Action Number: _____	

PART 4 — AUTHORIZATION TO RELEASE

I _____ authorize Pacific Blue Cross to release to the above noted lawyer/law firm any and all information they may request, including but not limited to, my or my dependent's medical information in regards to the above noted accident or injury. Yes No

Member's signature X	Date (mm-dd-yyyy)
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PART 5 — THIRD PARTY LIABILITY INFORMATION

Have you or the injured dependent(s) received, or do you or the injured dependent(s) expect to receive, monies in connection with this accident? Yes No Pending

If yes, give details: Amount(s) \$ _____

Insurance Corporation of British Columbia (ICBC) WorkSafeBC Other: _____

ICBC/WorkSafeBC/Other claim number	Adjuster's name	Daytime phone number (10 digits)
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Additional information:

PART 6 — MEMBER CONSENT AND DECLARATION

- 1) I understand that Pacific Blue Cross will advance payment to me (or the Dependent, if different from Member) for Dental and/or Extended Health Care expenses related to the accident/injury as identified in Part 3 of this Accident or Injury Reimbursement Agreement Form (the "Accident/Injury"), for which a third party is or may be wholly or partially liable for, in accordance with the Third Party Liability section of the contract providing benefits to my plan, and Part 16 of the Pacific Blue Cross Bylaws.
- 2) I will take all reasonable action(s) to recover the total expenses advanced by Pacific Blue Cross resulting from the Accident/Injury from the Third Party who is or who may be, directly or indirectly, either in whole or in part legally liable for same. In consideration of this, I will pay, or I will authorize and direct The Insurance Corporation of British Columbia (ICBC), WorkSafeBC or other liable third party to pay, directly to Pacific Blue Cross, the total amount of expenses advanced by Pacific Blue Cross within 15 days of settlement.
- 3) The member and/or his or her dependent acknowledge that all settlements (including those reached on a global, all-inclusive, or non-particularized basis) will be deemed to account for the full reimbursement of all special damages as they relate to expenses as advanced by Pacific Blue Cross. Any compromise of liability must be clearly documented with supporting details provided to Pacific Blue Cross within 7 days of settlement.
- 4) I understand that Pacific Blue Cross may allow a reasonable deduction for legal fees and applicable taxes (if they were incurred in pursuing any claim against the liable third party) in their final settlement, although Pacific Blue Cross has no legal obligation to do so.
- 5) I understand that Pacific Blue Cross will deduct an administration fee of 7.5% from all amounts recovered and my claims experience will be adjusted by the net amount of the recovery after legal and administration fees.
- 6) I will repay Pacific Blue Cross the full amount of Accident/Injury related benefits advanced to me (or the Dependent, if different from Member) if I fail to comply with this agreement or if the claim against the Third Party is abandoned or settled without written consent of Pacific Blue Cross.
- 7) I understand I will not be entitled to claim medical expenses for injury(ies) resulting from the Accident/Injury from Pacific Blue Cross after the settlement/judgment is reached.
- 8) I agree to advise any lawyer I retain of this agreement.
- 9) I acknowledge (or the Dependent acknowledges, if different from Member) that he or she has had the opportunity to seek independent legal advice as to the contents of this Reimbursement Agreement and are not under any legal disability.
- 10) I also authorize any third party, including WorkSafeBC and ICBC, to release to Pacific Blue Cross all clinical, medical and settlement records including details of the settlement agreement and the liability allocation percentage. Pacific Blue Cross will use this information solely for adjudicating my claims and calculating balances repayable. This consent shall be and remain in effect for 2 years unless otherwise specified or revoked in writing prior to that date.
- 11) The terms of this Reimbursement Agreement are non-negotiable and can only be modified with the prior approval of Pacific Blue Cross.

I certify that the information I have provided on pages 1 and 2 of this agreement is as true and complete as I know it to be.
I have read, understood and agree to terms above.

Member's signature X	Policy number	ID number	Date (mm-dd-yyyy)
Dependent's signature (If different from Member) X			Date (mm-dd-yyyy)
Witness signature X	Witness full name (print)	Date (mm-dd-yyyy)	