



## Frequently Asked Questions

**WARNING: Fraud, attempted fraud, or improper use of the ASEA Legal Plan will terminate your benefits, and the ASEA Legal Plan will not pay accrued charges.**

*This document is merely a summary. Please refer to the ASEA Legal Plan Booklet for more details: In the event of a difference between this summary and the Plan Booklet, the Plan Booklet prevails. Please contact us if you need another Plan Booklet. This summary does not constitute legal advice. If you have legal questions please consult an attorney.*

### Am I Eligible?

You are eligible for benefits, if you meet the following requirements:

- You are an ASEA/AFSCME Local 52 member, or agency fee payer.
- You have been employed for at least 30 days.
- You have contributions reported on your behalf.

Your initial eligibility will begin on the first day of the second month following the date you begin working in a covered position and have contributions reported on your behalf. For example, if you begin working May 15 and work for 30 consecutive work days, your coverage will begin July 1. Your eligibility terminates at the end of the second month following the date you last worked and had contributions made on your behalf. For example, if you worked in October, your eligibility would cease at the end of November.

### Are My Dependents Eligible To Use My Benefit?

Your dependents and certain designated beneficiaries are eligible when you are, can use your legal benefits (if you consent), and are subject to the same Plan requirements and limitations as you are. Your dependents and/or designated beneficiaries are defined as:

- Your spouse.
- Your domestic partner\*, if he/she meets the definition of a dependent in Section 152(a) of the Internal

Revenue Code. If he/she cannot meet that definition you may still designate him/her as a beneficiary so long as both of you certify the legal benefits will be solely for his/her personal use.

- Unmarried children less than 19 years of age who live in your home and depend on you for principal support.

*\*See Plan Booklet, Part C, 4(c)*

### Do My Benefits Stop After Termination?

Your eligibility for ASEA Plan benefits will end when you no longer comply with all the conditions of eligibility as listed in the Plan Booklet, Part C (3), or you reach the maximum payment for the Plan year.

If your eligibility for benefits ends, you may still receive benefits under certain conditions. If you began a legal matter that was not finished when your eligibility ended, the Plan will continue to cover the matter until thirty (30) days after your eligibility ends, your Plan year benefits are exhausted, or the matter is concluded, whichever comes first.

### Who Are the Participating Attorneys?

You may select an attorney of your choice provided (s)he meets the Plan's eligibility requirements. The current listing of Participating Attorneys is available at the Administration Office or on the Trust website at [www.asealegalservices.org](http://www.asealegalservices.org), under Attorneys. Participating Attorneys

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will charge ASEA members no more than the Plan's maximum hourly rate. By providing this list of Participating Attorneys, we are not attesting to their abilities, just making available a list of attorneys who have agreed to charge no more than the Plan pays.

You may also want to talk with your friends and acquaintances about who they recommend for your particular kind of problem or issue. The Alaska Bar Association also provides a free statewide referral service. Contact them at 1-800-770-9999, 1-907-272-0352, [www.alaskabar.org/servlet/content/lawyer\\_referral\\_serv.html](http://www.alaskabar.org/servlet/content/lawyer_referral_serv.html) or you can write to them at PO Box 100279, Anchorage, Alaska 99510.

### What Forms Are Needed To Initiate A Claim?

- A properly completed and signed Request for Benefits claim form.
- If applicable, a Certification of Domestic Partnership.

### What Is My Responsibility As A Member?

- **You are responsible** for verifying that you meet the Plan's eligibility requirements.
- **You are responsible** for notifying the Administration Office of any changes in address. Unless otherwise instructed, correspondence will be sent to the mailing address provided on the claim form.
- **You are responsible** for the attorney fees and costs not covered by the Plan. The attorney must use her/his own judgment in determining your ability to pay for services rendered. Collections of attorney fees are the responsibility of the attorney. The Plan will not be liable for any fees that remain unpaid.
- **You are responsible** for ensuring that the Administration Office receives, in a timely matter, the required forms, itemized invoices and any additional information requested by the Administration Office. It is your responsibility to contact the Administration office to ensure that they have been received.