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EMPLOYEE BENEFITS

JUN 01 1987

May 27, 1987

Mr. Tony Colangelo
Contract Transportation/
The Sherwin Williams Company
101 Prospect Avenue, N.W.
Cleveland, Ohio 44115-1075

REDACTED

RE: v. Contract Transportation/
Sherwin-Williams and INA/Aetna Insurance Co.
Claim No.
D/A: 12/06/85

Dear Tony:

Enclosed you will find a copy of correspondence I have received from Brenda Yunker of Central States Southeast and Southwest Areas Health and Welfare Fund. As you can see from her correspondence, they have paid \$4,803.40 on this claim. Since the claim was later adjudged to be a compensable workers' compensation claim, this carrier is now requesting reimbursement.

Under O.C.G.A. §34-9-206, which became effective July 1, 1985, a group insurance company who covers the costs of medical treatment for a person who subsequently files a workers' compensation claim may give notice in writing to the Board "at any time during the pendency of proceedings before the Board" that the group insurance company is a party at interest. The State Board may then order reimbursement "provided that such other provider has become a party at interest" pursuant to the above provision.

The Code section does not provide a definition of "pendency of proceedings". However, the group insurance carrier in our case has filed a claim for reimbursement with the State Board. A copy of the May 15, 1987 correspondence was sent to Secretary Pullin. Therefore, I think we have no alternative but to reimburse the group carrier. Under the rulings of the

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RE:

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Administrative Law Judge, the Full Board, and the Superior Court of Clayton County, we are responsible for the claimant's medical treatment. Basically, it would be unfair to not reimburse the group carrier for what they paid.

If you have any questions or would like to discuss this further, please call me.

Very truly yours,

DREW, ECKL & FARNHAM



David A. Smith

DAS:pmw

CC: Mr. Gerald Childrey, INA File No. 130 C 459452-4