

U.A. PLUMBERS LOCAL UNION #68

GROUP PROTECTION PLAN

BENEFIT FUND OFFICE

P.O. Box 8726 ♦ Houston, Texas 77249

713.869.2592 ♦ Fax: 713.862.4877 ♦ Toll Free: 800.833.2980

RE: Medical Bills

Date of Accident

Dear Participant,

The Health and Welfare Fund Office has received information that indicates injuries may have been caused by a third party against whom you may have a cause of action.

Your Health and Welfare Fund was created to provide you with medical care and to relieve you of the burden of paying for it. However, the cost of providing hospitalization and doctor care has risen so drastically that your Board of Trustees has adopted a policy requiring a third party, who has caused you to incur medical expenses, to reimburse the Health and Welfare Fund for the medical cost which it has paid or will pay on your behalf.

The Health and Welfare Fund is not interested in depriving you of any rights you may have against such a third party and it is prepared to cooperate with you and any attorney you may retain in enforcing your claim.

However, it is necessary to carry out the rules of your plan of benefits and we request that you **execute and return the enclosed subrogation agreement and accident report**. The accident questionnaire must be answered completely. Upon receipt of the executed subrogation agreement and accident report, the Fund Office will process your claim or claims.

Obviously, if it should develop that you have no claim against a third party or that the claim cannot be enforced against the third party, for any reason, no effort will be made to seek reimbursement from you.

Sincerely,

Fund Office

SUBROGATION AGREEMENT

This Agreement is made on the ____ day of ____, 2021 between the Plumbers Local 68 Health and Welfare Fund <hereinafter Fund> ____, a Participant <or beneficiary> of the Fund <hereinafter Participant>, pursuant to Article XI, of the Rules and Regulations of the Fund.

Participant asserts that the Fund is liable to Participant for payment of certain medical, hospitalization, pharmaceutical and/or dental benefits under the Rules and Regulations of the Fund, as a result of an injury or injuries sustained by Participant on or about

Participant desires to proceed in law against a third party or parties, herein referred to collectively as “third party”, alleging and claiming that the injury or injuries sustained by the Participant, referred to above, were caused under circumstances creating a legal liability in the third party to pay damages arising there from to the Participant. Third party includes any source of recovery for the Participant or Beneficiary, including, but not limited to underinsured, uninsured, med-pay and PIP coverage from the Participant’s or Beneficiary’s policy or any other insurance policy or source of recovery.

The Fund consents to the prosecution of any and all actions against the third party by the Participant, subject, however, to the following terms and conditions of this Agreement:

1. Right to prosecute action

Participant may prosecute an action or actions for damages against third party, and the Fund will not assert or contend that the prosecution of such action or actions constitutes forfeiture by Participant of benefits under the Rules and Regulations of the Fund. However, the Fund does not waive or relinquish any of the defenses that it may have under law.

2. Subrogation

In any action or actions by Participant against third party, the Fund shall be subrogated to the right or rights of participant insofar as necessary to reimburse it for all sums, if any paid or assumed by the Fund under the Rules and Regulations of the Fund, together with a reasonable cost, if any, incurred by the Fund in enforcing the liability of third party. Any sums recovered from third party by Participant in the form of damages related in any way to medical, hospitalization, pharmaceutical and/or dental expenses or charges incurred by the Participant or by the Fund on behalf of the Participant, either by judgment or compromise, shall be applied first to reimburse the Fund and pay its costs, if any. Amounts recovered in excess of the Fund's reimbursement and costs shall be paid to the Participant, but such excess shall apply as a credit against liability of the fund for further payments to or on behalf of the Participant under the Rules and Regulations of the Fund, which has arisen or may arise from the injury sustained by the Participant referred to above.

3. Consent Required for Compromise of Settlement

Compromise or settlement of any action or actions against third party without the mutual consent of both Participant and the Fund shall render this Agreement null and void. In the event Participant and/or his attorney does compromise or settle Participant's action or actions against third party without the knowledge of the Fund, the Fund shall have the right to withhold benefit payments to Participant or his beneficiaries relative to claims or obligations arising under the injury caused by third party, as well as any future, subsequent, or previously existing claims. Furthermore, distribution of any proceeds without the Fund's knowledge will also give the Fund a cause of action for reimbursement in law or in equity.

4. Intervention

Participant agrees to not oppose any formal intervention by the Fund in any action or actions or other legal proceedings instituted by Participant in pursuit of Participant's claims for damages against third party and Participant further agrees to advance claims for damages covering and including these medical, hospitalization, pharmaceutical and/or dental charges incurred by Participant as a result of the injury or injuries to the Participant referred to above and for which the Fund has paid medical, hospitalization, pharmaceutical and/or dental benefits under the Rules and Regulations of the Fund to or on behalf of the Participant. In the event Participant files suit and the Fund does not intervene it is understood that Participant has standing to sue or an agent of the Fund to recover all sums subrogated by operation of this agreement.

5. Appeals

Any Participant aggrieved by any action taken under this Agreement shall be obligated to exhaust appeal remedies available to Participant under the Rules and Regulations of the Fund prior to instituting legal action in a court of law.

In witness thereof, the parties have executed this agreement in Texas on the day and year first written above.

Participant Name

Unique ID#

Date

Plumbers Local Union No. 68 Health and Welfare Trust Fund Office

CLAIMANT (Injured Person): _____

DATE ACCIDENT OCCURRED: _____

WAS CLAIMANT AT WORK WHEN ACCIDENT OCCURRED? _____ YES _____ NO

IF YES, NAME AND ADDRESS OF CLAIMANT'S EMPLOYER:

IF YES, WAS THE ACCIDENT REPORTED TO FIRST AID?

PROVIDE A DETAILED DESCRIPTION OF THE ACCIDENT:

NAME, ADDRESS, AND PHONE NUMBER OF PERSONAL/OTHER INSURANCE COMPANY
ALONG WITH CLAIM NUMBER:

HAVE YOU HIRED AN ATTORNEY TO REPRESENT YOU IN THIS MATTER? _____

IF YES, NAME, ADDRESS, AND TELEPHONE NUMBER: _____

REMARKS: _____

**Please note – YOU MUST RETURN THE SIGNED SUBROGATION AGREEMENT TO THE
FUND OFFICE ALONG WITH THIS QUESTIONNAIRE IN ORDER FOR YOUR CLAIMS TO
BE PROCESSED.**