



Plumbers & Pipefitters - Local 344

Health & Welfare Trust



This Agreement is made on the ____ day of _____, 20____, between the Plumbers & Pipefitters Local 344 Health & Welfare Fund (hereinafter "Fund") AND _____, a participant (or beneficiary) of the Fund (hereinafter "PARTICIPANT"), pursuant to 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, disease or medical condition sustained by PARTICIPANT on or about the _____ day of _____, 20____.

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, disease or medical condition sustained by the PARTICIPANT, referred to above, were caused under circumstances creating a legal liability in the third party to pay damages arising therefrom to the PARTICIPANT.

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

2. Subrogation

In any action or actions by PARTICIPANTS against third party, the FUND shall be subrogated to the right or rights of PARTICIPANTS 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 judgement 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 or injuries sustained by the PARTICIPANT referred to above.

3. Consent Required for Compromise or 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 that the fund may be liable to PARTICIPANT or his beneficiaries relative to claims or obligations arising under the injury, disease or medical condition caused by third party, as well as subsequent or previously existing claims.

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 result of the injury or injuries, disease or medical condition 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 as an agent to or 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 Oklahoma City, Oklahoma on the day and year first written above.

PARTICIPANT

SOCIAL SECURITY #

ADDRESS

AUTHORIZED FUND REPRESENTATIVE

CLAIMANT (Injured Person) _____

Date of Injury or Accident _____

Where did the Injury/Accident take Place _____

Detailed description of the Injury/accident _____

Name and address of other party to the accident _____

Name and address of other party's Insurance Company _____

Have you hired an Attorney to represent you in this matter? YES _____ NO _____

If yes, Name and Address _____

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.

Member _____ ID# _____

Claimant (Injured Person) _____

Date of Injury or Accident _____

Where did the Injury/Accident take place _____

Detailed description of the Injury/Accident _____

Name of other party to the accident _____

Address _____

Other Party's Insurance _____

Address _____

Phone _____

Claim Number _____

Your insurance _____

Address _____

Phone _____

Claim number _____

Have you hired an attorney to represent you in this matter? Yes _____ No _____

Name _____

Address _____

Phone Number _____

Member signature _____

Date _____