



# NECA-IBEW Welfare Trust Fund

2120 Hubbard Avenue • Decatur, Illinois 62526-2871 • (217) 875-0254  
800-765-4239



Re: Accident Claim Dated

Dear Member:

The information which the Health and Welfare Fund has received together with your hospital and doctor bills, indicates that your 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 for providing hospitalization and doctor care has risen so drastically that your Board of Trustees have adopted a policy requiring a third person who has caused you to incur medical expenses to reimburse the Health and Welfare Fund for the medical costs which it paid 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.

\*NOTE Please find enclosed two forms, Subrogation Agreement and Loan Agreement; sign the one which is applicable to your state and return to the Fund Office. If you are in doubt of which form to sign, please sign both forms and return to the Fund Office. Upon receipt of the executed Subrogation Agreement and/or Loan Agreement, and accident report, the Fund Office will proceed to process your claim for payment.

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

Very truly yours,

NECA-IBEW Welfare Trust Fund

cc: Local

ACCIDENT REPORT FORM

Members Full Name \_\_\_\_\_ Sex \_\_\_\_\_  
Home Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Telephone \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
Employed by \_\_\_\_\_ Occupation \_\_\_\_\_  
Claim is for \_\_\_\_\_ Self \_\_\_\_\_ Spouse \_\_\_\_\_ Child \_\_\_\_\_  
Name of Disabled Person \_\_\_\_\_ Sex \_\_\_\_\_  
Birthdate \_\_\_\_\_

Did someone other than yourself cause or substantially contribute to the cause of this accident? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, name and address of other person \_\_\_\_\_

If known, name, address and phone number for any other insurance they may have? \_\_\_\_\_

Any other insurance you may have \_\_\_\_\_ Home \_\_\_\_\_ Auto \_\_\_\_\_  
School \_\_\_\_\_ Other \_\_\_\_\_  
Name and Address of Insurance Carrier \_\_\_\_\_

Policy # \_\_\_\_\_ Telephone # \_\_\_\_\_  
If Auto Insurance \_\_\_\_\_ Automobile Make \_\_\_\_\_ Year \_\_\_\_\_

Have you hired an attorney? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, please advise name, address and phone number \_\_\_\_\_

If no, and you intend to engage an attorney at a later date please advise us when you do so & advise your attorney to contact our office.

Date of Accident \_\_\_\_\_ Time \_\_\_\_\_  
Where did the accident occur \_\_\_\_\_  
Was Claimant at work when accident occurred \_\_\_\_\_  
If law enforcement official was called to the scene give the name and local jurisdiction \_\_\_\_\_  
If traffic accident was anyone charged with a traffic violation \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, who \_\_\_\_\_

Please briefly describe the circumstances under which the injury occurred. To the best of my knowledge this description is true, correct and complete \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

NECA-IBEW WELFARE TRUST FUND

EMPLOYEE

SOCIAL SECURITY NUMBER

ADDRESS

CITY/STATE/ZIP

DEPENDENT - If Applicable

ADDRESS

CITY/STATE/ZIP

ATTORNEY FOR EMPLOYEE

ADDRESS

CITY/STATE/ZIP

TELEPHONE NUMBER

ATTORNEY FOR DEPENDENT

ADDRESS

CITY/STATE/ZIP

TELEPHONE NUMBER

party, the Fund expressly reserves the right to do so.] In the event the Fund files suit and makes a recovery, the Fund's expenses, costs and attorney's fees will be paid out of the recovery settlement. In the event the Participant or Dependent files suit and makes a recovery, the Fund will not pay attorneys fees or costs associated with the Plan member's claim/lawsuit without express written authorization.

(K) If a Participant or Dependent provides proof that is acceptable to the Trustees that he has not received any recovery from a third-party and that there is no possibility of any recovery, the Fund will pay covered expenses (to the extent that they are otherwise payable pursuant to the Plan provisions), but only after the subrogation agreement has been signed.

The undersigned further agrees that the undersigned will execute any and all appeal bonds or other instruments in writing pertaining to any litigation arising out of losses hereinabove referred to, at the request of the Fund's representatives. Acceptance of benefits under this Plan signifies acceptance of these terms and conditions.

IT IS THEREFORE AGREED between the Fund and \_\_\_\_\_ (on behalf of himself/herself and his/her Dependents):

1. That \_\_\_\_\_ may make application to the Fund for benefits;

**OR IN THE CASE OF AN INJURED DEPENDENT**

2. That \_\_\_\_\_ may make application to the Fund for benefits on behalf of his/her injured Dependent(s) That the Fund will determine and pay what benefits, if any, are owed according to normal provisions;

3. That in the event \_\_\_\_\_ recovers damages and/or is awarded any compensation as a result of said injury (inclusive of any damages received by his/her dependent), which occurred on or about \_\_\_\_\_, will fully reimburse the Fund for the total amount of benefits received from the Fund in regard to said injury; such reimbursement would be made out of the proceeds of any award;

4. That should \_\_\_\_\_, or his dependents, be unable to recover any damages for said injury, there will be no obligation under this agreement to reimburse any monies to the Fund;

5. That the obligation of \_\_\_\_\_ and his dependents to reimburse the Fund as described above, arises upon receipt of any monies paid for said injury, whether through a settlement between the parties or an adjudication made by appropriate authority;

6. That \_\_\_\_\_ and his dependents will not take any action which would prejudice the Fund's recovery rights;

7. That \_\_\_\_\_ and his dependents will cooperate in doing what is reasonably necessary to assist the Fund in any recovery.

FOR AND IN CONSIDERATION of the above mutual promises and obligations, this Agreement is entered into by the undersigned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## NECA-IBEW WELFARE TRUST FUND

### SUBROGATION AGREEMENT

(A) To the extent that the NECA-IBEW Welfare Trust Fund (hereinafter referred to as the "Fund") shall have paid any money to or on behalf of an Employee (or eligible dependent), pursuant to the provisions of the Plan of Benefits provided by the Fund, because of loss or damage for which the Employee (or eligible dependent) may have a cause of action against a third party who causes this loss or damage, this Fund shall be subrogated to the extent of such payment to any and all recovery by the Employee (or eligible dependent), and such right shall be assigned to the Fund by the Employee as a condition of the payment of such money by the Fund.

(B) It is specifically agreed and understood that any payment made for or on behalf of a participant, beneficiary or dependent of the NECA-IBEW Welfare Trust Fund for a Jones Act, workers compensation or employment related injury, the Fund is fully protected and subrogated as per all of the terms of this subrogation agreement.

(C) In consideration of the payment, the undersigned Employee does hereby assign and subrogate to the NECA-IBEW Welfare Trust Fund all of the rights, claims interests or actions at law, to the extent of the amount paid by the Fund which the undersigned may have against any party, person, firm or corporation, private or public, who may be liable, or may hereafter be adjudged liable, for the loss, and the undersigned authorizes and empowers the NECA-IBEW Welfare Trust Fund to sue, compromise, or settle in the name of the undersigned or of the beneficiary of the undersigned, and said NECA-IBEW Welfare Trust Fund is hereby fully substituted in the place of the undersigned and subrogated to all of the rights of the undersigned in the premises to the amount paid by the Fund.

(D) If a covered person or dependent receives any recovery, by way of judgment, settlement or otherwise, from any other person or business entity, the covered person or dependent agrees to reimburse the plan in full, in first priority, for any medical or disability expenses paid by it (i.e., the plan shall be first reimbursed fully to the extent of any and all benefits paid by it from any monies received, with the balance, if any, retained by the plan member).

(E) The Plan's rights of full recovery, either by way of subrogation or right of reimbursement, may be from funds the covered person, dependent or guardian receives or is entitled to receive from the third party, any liability or other insurance covering the third party, the insured's own uninsured motorists insurance, underinsured motorists insurance, any medical payments, no-fault or school insurance coverages which are paid or payable.

(F) The Plan's right to recovery as set forth herein shall survive the death of the Participant, Dependent and Beneficiary and shall automatically bind the decedent's successors, assigns, executor or estate.

(G) In consideration of said payment, the undersigned employee is further required to inform the Fund, in writing, should the undersigned retain an attorney to commence legal proceedings which seek the recovery of any funds for which the Fund has, or might have, a subrogation claim pursuant to this agreement. The written notice shall inform the Fund within five (5) days of the employee retaining an attorney, the name of the employee's attorney, the attorney's address and the attorney's phone number. Further, any such attorney so retained by the undersigned is not authorized by the Fund to institute litigation on behalf of the Fund without express written authority, and that the Fund will not be liable for any expenses incurred or attorney's fees arising out of said litigation or recovery unless written authority from the Fund is first obtained. Without the express approval of the Trustees, the Fund Doctrine shall not apply.

(H) It is further specifically agreed and understood that in the event an attorney is approved by the Trustees to represent its interests with respect to litigation against a wrongful third party, such attorney is a fiduciary to the Fund and must report in writing the status of the pending litigation to the Trustees not less than quarterly. In no event will the attorney settle the matter or compromise the claim unless and until approved by the Trustees.

(I) If a Participant or Dependent receives payment from the responsible party and does not repay the Fund, the Fund has the right to withhold any future benefits that the Participant may be entitled to on claim for himself or his Dependents until the proper amount has been satisfied.

(J) If the responsible third-party does not voluntarily pay for expenses and the Participant or Dependent does not file suit against the party to recover expenses, the Participant and Dependent must provide the Fund with a written agreement giving the Fund the right to file suit in the Participant's or Dependent's name to recover expenses the Fund paid on the claim. [It is specifically understood by the participant or dependent that should the participant or dependent choose not to pursue his or her legal remedies against a negligent third

LOAN AGREEMENT

- A. To the extent that the NECA-IBEW Welfare Trust Fund shall loan any money to or on behalf of the undersigned Participant or dependent, pursuant to the provisions of the Plan of Benefits provided by the Trust, because of loss or damage for which the undersigned may have a cause of action against a third party who caused this loss or damage, this Trust shall be subrogated to the extent of such loan to any and all recovery by the undersigned, and such right shall be assigned to the Trust by the undersigned as a condition of the loan of such money by the Trust.
- B. In consideration of the loan, the undersigned does hereby assign and subrogate to the NECA-IBEW Welfare Trust Fund all of the rights, claims, interests, choses or things in action and action at law, to the extent of the amount lent by the Trust which the undersigned may have against any party, person, firm, or corporation, private or public, who may be liable, or may hereafter be adjudged liable, for the loss, and the undersigned authorizes and empowers the NECA-IBEW Welfare Trust Fund to sue, compromise, or settle in the name of the undersigned or of the dependent or beneficiary of the undersigned, and said NECA-IBEW Welfare Trust Fund is hereby fully substituted in the place of the undersigned and subrogated to all of the rights of the undersigned in the premises to the amount lent by the Trust.

The undersigned further agrees that the undersigned will execute any and all appeal bonds or other instruments in writing pertaining to any litigation arising out of losses herein above referred to, at the request of the Trust's representatives.

\_\_\_\_\_  
Participant's signature

Witnessed \_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dependent signature