



I.B.E.W. Local Union No. 124
Health and Welfare Fund
305 E 103rd Terrace
Kansas City, MO 64114
816-943-0277



BlueCross BlueShield
of Kansas City

An Independent Licensee of the
Blue Cross and Blue Shield Association

Re: Patient Name:
Member ID:
Claim ID:
Injury/Illness Date of Service:

Dear Sir or Madam,:

When a covered person of this Fund incurs a loss for which a third party may be liable (auto accident, slip and fall, etc.), our Fund requires that we seek reimbursement for such a third party for all related expenses paid by the Fund. In legal terms, this is called the Fund's right of subrogation against the third party, and the purpose of subrogation is to avoid double recovery for the same loss, thereby preserving the Fund's assets and the level of benefits which you receive.

Your claim is one which possibly involves subrogation. Accordingly, before your claim can be processed further for payment, it is necessary that you complete the enclosed form and return it to this office at the address noted above as soon as possible. You may also fax it to 816-943-8983. Once you have provided us with the information requested, and if you do not receive prompt payment from some other source, we will pay your benefits in accordance with the terms of the Fund. In other words, you will not be denied benefits by us if we experience a delay in pursuing our right of subrogation. All we request is your cooperation in protecting the Fund's assets.

Please contact the Fund office at 816-943-0277 if you have any questions.

Sincerely,

FOR THE BOARD OF TRUSTEES

Bill Barbieri
Administrative Manager



I.B.E.W. Local Union No. 124
Health and Welfare Fund
305 E 103rd Terrace
Kansas City, MO 64114
816-943-0277

Employee/Participant: _____

Injured Person: _____

Relationship to Employee: _____

Date of Accident: _____

Location of Accident: _____

SUBROGATION AGREEMENT

It is understood and agreed by the undersigned that the I.B.E.W. Local Union No. 124 Health and Welfare Fund, pursuant to the provisions of its Plan of Benefits, shall have the right to recover the amount of benefits paid or to be paid, arising out of injuries sustained by (person injured)

_____, on the date and at the location stated above, from responsible third parties, including, but not limited to, claims against uninsured or underinsured insurance carriers, employers pursuant to workers compensation statutes or regulations, no-fault P.I.P. coverage or medical payment insurance carriers. Therefore, in consideration of and to the extent of said payments by the Fund, the Fund is hereby subrogated to any and all rights of recovery, claims and interest which the injured person named above has, may have or ought to have against any person, insurance company, corporation, firm, government agency or organization liable to the injured person because of injuries arising out of said accident. The undersigned authorizes the said Fund to sue, compromise, or settle in the undersigned's name or otherwise, all such claims; and to execute and sign releases and endorse checks or drafts given in settlement or disposition of such claims in the name of the undersigned with the same force and effect as if the undersigned executed or endorsed them. The undersigned agrees to execute any document, furnish any information required by the Fund or do whatever else is necessary to secure and prosecute the Fund's subrogation rights, including the joinder of the Fund or the intervention of the Fund in any claim or action against the responsible third-party or parties. In the event the injured person does not pursue a claim or action against the responsible third parties, the Fund is authorized to pursue the claim in the name of the Fund. No settlement of any claims against any responsible third parties, on behalf of the injured person, or by the spouse, parents, or legal representative of the injured person named above, shall be entered into without the knowledge and written approval of the Fund. The undersigned will take any action requested by the Fund to protect the Fund's subrogation interest.

Date: _____

Signature of Injured Person

Date: _____

Signature of Parent or Natural Guardian
on behalf of Injured Person, if minor

I.B.E.W. Local Union No. 124



Health and Welfare Fund
305 E 103rd Terrace
Kansas City, MO 64114
816-943-0277

1. _____ 2. _____
Name of Participant Social Security #

3. _____
Participant's Address and Phone Number

4. _____ 5. _____
Name of Covered Person Social Security #

6. _____
Covered Person's Address and Phone Number

7. Name, Address and Phone Number of Third Party(s) Who May be Liable for Loss:

8. Name, Address and Phone Number of Third Party's Insurance Carrier(s):

9. Name, Address and Phone Number of Third Party's Attorney:

10. Name, Address and Phone Number of Covered Person's Insurance Carrier(s):

11. Name, Address and Phone Number of Covered Person's Attorney:

12. Attach a Copy of the Police Report and any Other Documents (for example: correspondence from insurance company, etc.) which may have a bearing on this claim.

Signature of Participant

Date: _____

ARTICLE XIX

SUBROGATION

In the event the Fund provides benefits for injury, illness or other loss (the "Injury") to any person, the fund is subrogated to all rights of recovery that person, his or her spouse, parent, heirs, guardians, executors, assigns, or other representatives (individually and collectively called the "Covered Person") may have arising out of the Injury. The fund's subrogation rights include, without limitation, all rights of recovery a Covered Person has:

- a) Against any person, insurer or other entity that is in any way responsible for providing compensation, indemnification or benefits for the injury;
- b) Under any law or policy of insurance or accident benefit plan providing No Fault, Personal Injury Protection or financial responsibility insurance or coverage;
- c) Under uninsured or underinsured motorist insurance;
- d) Under motor vehicle medical reimbursement insurance and;
- e) Under specific risk accident and health coverage or insurance, including without limitation premises or homeowners medical reimbursement insurance or athletic or sports "school" or "team" coverages or insurance.

The Covered Person, or if a minor, the Covered Person's parent or legal guardian, shall execute and deliver such documents and papers (including, but not limited to a Subrogation Agreement to the Fund as the Fund may require. The Covered Person shall do whatever else is necessary to secure the rights of the Fund, including allowing the intervention by the Fund or the joinder of the Fund in any claim or action against the responsible party or parties.

The Fund shall be entitled to assert a lien against third parties, insurers, attorneys, and other appropriate person or entities in order to protect its right of subrogation.

The Covered Person and any person acting on his or her behalf shall, on request, provide the Fund with information it deems necessary to protect its right of subrogation, shall do nothing to prejudice that right, and shall cooperate with the Fund in the enforcement of its subrogation rights. The Fund Trustees are vested with full discretionary authority to determine eligibility of benefits, to construe subrogation and other Plan provisions and to reduce or compromise the amount of the Fund's recoverable interest where, the sole discretion of the Trustees, circumstances warrant such action. No settlement, however, shall be binding on the Fund without the Fund's written approval thereof, and the Fund expressly reserves the right to collect the entire amount of its subrogation interest in all cases. The amount

of the Fund's subrogation interest shall be deducted first from any recovery by or on behalf of the Covered Person. The Fund shall not be responsible for any expenses or fees incurred in connection with the recovery unless it shall have agreed in writing to pay those expenses or fees. The Fund reserves the right to initiate an action in the name of the Covered Person or his or her representative to recover its subrogation interest, and the Covered Person or his or her representative will cooperate fully with the Fund in such instances.

In the event of any failure or refusal by the Covered Person (1) to execute the Subrogation Agreement or any other document requested by the Fund, or (2) to take any other action requested by the Fund to protect the interest of the Fund, The Fund shall withhold payment of benefits or deduct the amount of any payments made from future claims of the Covered Person. The Covered Person shall take no action which will or may prejudice the rights of the Fund.

The Fund may withhold or terminate benefit payments for non-compliance with the obligations described herein.

In the event the Covered Person recovers any amount by settlement or judgment from or against the other person, corporation, insurance carrier or governmental agency, 1) the full amount of benefits paid by the Fund shall be repaid to the Fund; and 2) no further benefits for treatment or services related to the injury leading to the settlement or recovery will be paid by the Fund. If the Covered Person refuses or fails to repay such amount, then, in that event, the Fund shall be entitled to recover such amounts from the Covered Person (including Fund's attorneys' fees and costs) by instituting legal action against the Covered Person and/or deducting such amounts from future claims submitted by the participant and dependents.

If the Covered Person, or person acting upon his or her behalf, does not attempt a recovery of the benefits paid by the Fund or for which the Fund may be obligated, the Fund shall be entitled to institute legal action against the responsible party or parties in the name of the Fund or Trustees in order that the Fund may recover all amounts paid to or on behalf of the Covered Person.

In an action brought by the Fund, the reasonable cost of recovery, including Fund's attorneys' fees, shall first be deducted from any recovery by judgment or settlement against the responsible party or parties. The Fund's subrogation interest, to the full extent of benefits paid or due as a result of the occurrence causing the injury or illness, shall next be deducted with the balance paid to the Covered Person.

The Fund reserves the right to reduce the amount of the Fund's recoverable interest where circumstances warrant such reduction.