Michigan Conference of Teamsters Welfare Fund

Serving Teamster families since 1949

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MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND
ASSIGNMENT, SUBROGATION AND REIMBURSEMENT AGREEMENT
(NON-WORK RELATED)

1. The undersigned claimant (the "Claimant") hereby applies to the Michigan Conference of Teamsters Welfare Fund (the "Fund") for benefits based on an injury or illness and Claimant has reasonable cause to believe there may be another source from which to recover for the same loss.

2. General Information.

Claimant's Name:_____

Social Security Number:_____

Address:_____

Telephone Number: _____

Claimant's Attorney's Name:_____

Address:_____

Telephone Number: _____

Date of injury or illness:_____

Has lawsuit been filed? ☐ Yes ☐ No

If so, court in which lawsuit was filed:_____

Date lawsuit was filed:_____

Parties named in lawsuit:_____

3. Assignment.

Up to the amount of the benefit payments made on Claimant's behalf by the Fund under this Agreement, Claimant irrevocably assigns to the Fund all rights of recovery arising from this injury or illness, and Claimant grants to the Fund irrevocable legal and equitable lien rights as to the proceeds from any such recovery, regardless of how and by whom the recovery is characterized and all rights necessary to allow the Fund to enforce its rights under this Agreement. This assignment applies to all amounts recovered, whether by award, trial, voluntary settlement, arbitration, mediation or any other alternative dispute resolution or otherwise.

4. Third-Party Subrogation Rights.

Up to the amount of the benefit payments made on Claimant's behalf by the Fund under this Agreement, Claimant subrogates to the Fund all of Claimant's rights, claims and interest in any claim that Claimant may have against any source arising from this injury or illness and authorizes the Fund, at its discretion, to sue, compromise or settle in Claimant's name all such claims and to execute releases, endorse checks or drafts paid in settlement of such claim in Claimant's name, with the same force and effect as if Claimant executed or endorsed them. Claimant agrees to cooperate fully with the Fund in the prosecution of such claims and testify at the Fund's request.

5. Reimbursement. Provided the Fund has not received an amount to which it has agreed in satisfaction of its lien rights, the Fund shall have the following reimbursement rights:

a. Up to the amount of the benefit payments made on Claimant's behalf by the Fund under this Agreement, Claimant agrees that any recovery from any source belongs to the Fund and shall be deemed an asset of the Fund. Therefore, any monies received by Claimant, Claimant's heirs, executors, administrators, assigns, personal representatives, attorneys, or anyone else acting by, through or on Claimant's behalf, in any way related to the aforementioned injury or illness, shall be held in trust for the benefit of the Fund. Claimant shall pay to the Fund immediately upon receipt of such recovery any unsatisfied portion of the Fund's lien.

b. The Plan shall have an equitable lien against any rights the covered person may have to recover the same covered expenses form any party, including an insurer or another group health program, but limited to the amount of payments made by the Plan. This equitable lien also shall attach to any money or property that is obtained by anybody (including, but not limited to the covered person, the covered person's attorney, and/or a trust) as a result of an exercise of the covered person's rights of recovery (sometimes referred to as "proceeds"), the Plan also shall be entitled to seek any other equitable remedy against any party possessing or controlling such proceeds (including a trust). If You fail to reimburse the Fund, it has the right to deduct the amount of benefits paid on behalf of You from any future benefits payable to, or on behalf of You, or to, or on behalf of, anyone in your family unit eligible for Fund benefits, currently or in the future.

c. Claimant shall be personally liable to reimburse the Fund for any unreimbursed benefit payments in the event that (i) Claimant fails to obtain prior Fund approval to a settlement in violation of Paragraph 6(b); or (ii) Claimant refuses to satisfy the Fund's lien in violation of Paragraph 5(a).

d. The Fund shall have the right to deduct the amount of any unreimbursed benefit payments from any future benefits payable by the Fund to or on behalf of Claimant or to or on behalf of the participant (if other than the Claimant), or any other covered dependent of the participant, now or in the future. This includes all benefits payable by or on behalf of the Fund.

e. In the event the Fund incurs any legal fees, or collection fees or costs in the enforcement of any of its rights hereunder, the Fund shall be entitled to reimbursement of such by Claimant.

6. Claimant's obligations.

a. Claimant shall inform the Fund immediately upon notification to any other party (or the party's attorney) of an intent to pursue legal action.

b. Claimant shall notify the Fund of the date and location of any settlement conference, mediation, pretrial, trial or other hearing with respect to any lawsuit at least thirty (30) days prior thereto. Any settlement of a lawsuit and/or claim against any third party with respect to which the Fund claims an interest requires prior written approval by the Fund. Claimant will not include in any settlement a provision for payment of any amounts to any individual, institution or trust unless such settlement provides for payment to the Fund of any amount to which it has agreed in full satisfaction of its lien rights.

c. Claimant agrees to sign any additional documents that the Fund deems appropriate in order to accomplish the objectives of this Agreement, including but not limited to the execution of the Fund approved HIPAA Authorization to Release form for disclosure of protected health information. Claimant hereby authorizes the Fund to release and deliver to Claimant's attorney, or any other designated representative, any and all medical information, files, documents, payment records or other related data in the possession of the Fund, or its agents, relating to Claimant.

d. Claimant shall provide the Fund with information when requested.

e. Claimant shall cooperate with the Fund in the enforcement of the Fund's rights, and will do nothing that may prejudice such rights.

f. Failure to comply with any of the obligations set forth in this Agreement may result in suspension or termination of benefits hereunder.

7. General provisions.

a. The rights of the Fund to assignment, subrogation and reimbursement as provided in this Agreement are not subject to the common law doctrines known as the "make whole" rule, the "full compensation" rule , the "common fund" rule and/or any related doctrines whereby Claimant would limit the Fund's rights.

The assignment, subrogation and reimbursement rights provided herein grant the Fund a first priority claim against all amounts paid by or recoverable from any source ("proceeds"), even if such amounts constitute only a partial recovery and are insufficient to compensate Claimant for all damages sustained. Such first priority shall apply regardless of how and by whom such damages may be characterized and how and by whom such payments may be characterized, i.e., past medical expenses, future medical expenses, pain and suffering, loss of earnings, legal fees or expenses, or any other form of economic or non-economic damages whatsoever. The Fund is entitled to 100 percent reimbursement of all amounts paid, regardless of whether You obtain a full or partial recovery, and regardless of the attorneys' fees and costs You incur.

b. Claimant agrees to be bound by the assignment, subrogation and reimbursement clauses and rights as set forth in the Fund's Summary Plan Description, as amended from time to time.

c. Any litigation brought by the Fund pursuant to this Agreement shall be commenced in the circuit court for the County of Oakland, State of Michigan or in the appropriate lower district court in said county, or in the U.S. District Court for the Eastern District of Michigan, and the parties hereby consent to such personal jurisdiction.

d. This Agreement shall be binding on Claimant, Claimant's heirs, executors, administrators, assigns, personal representatives, attorneys, or anyone else acting by, through or on Claimant's behalf.

e. In the event that any provision of this Agreement is held to be void or voidable, or unenforceable for whatsoever reason, the remaining provisions of this Agreement shall remain in full force and effect to the greatest extent possible.

f. In the event the injured party is a minor, the following provisions shall apply:

    i. The parent(s) or legal guardian must execute this Agreement on behalf of said minor. In the event a legal guardian is appointed after the Agreement is executed, the Fund must be notified immediately, and the legal guardian must affirm this Agreement in writing. If the legal guardian is not the participant, the participant and his or her spouse must sign this Agreement evidencing their agreement to all the terms stated herein.

    ii. Failure to notify the Fund of the appointment of a legal guardian or failure by the legal guardian to affirm this Agreement shall be a default under the terms and conditions hereof and the Fund shall not be required to make any further payments or provide any further benefits. In such case the Claimant, parent(s), and/or legal guardian of the minor child, as the case may be, shall be jointly and severally liable, financially and otherwise, to the Fund for any and all losses, including unreimbursed monies, sustained by the Fund.

g. The Fund shall be entitled to recover 100% of the amount paid to or on behalf of Claimant. The Fund does not have any financial responsibility with respect to the cost of legal services or other costs in connection with Claimant's claim(s), except as may be expressly agreed by the Fund's Executive Director on a case-by-case basis.

h. If Claimant is legally married, the claimant's spouse must sign this Agreement evidencing his or her agreement to all the terms stated herein. If Claimant is not the participant, the participant and his or her spouse must sign this Agreement evidencing their agreement to all the terms stated herein.

i. The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Michigan, to the extent not preempted by applicable federal law.

j. Recovery by the Fund of benefits paid on Claimant's behalf as provided herein has no impact on benefits previously paid by the Fund, and there will be no adjustment to such benefits for any purpose, including all benefit eligibility and limitation provisions per Claimant's Benefit package.

Dated:_____ _____
Signature of Claimant

Dated:_____ _____
Signature of Claimant's Spouse

Dated:_____ _____
Signature of Participant

Dated:_____ _____
Signature of Participant's spouse

IF INJURED PARTY IS A MINOR, BOTH PARENTS OR LEGAL GUARDIAN MUST EXECUTE THIS AGREEMENT IN THEIR REPRESENTATIVE AND INDIVIDUAL CAPACITY.

Name of minor child:_____

Dated:_____ _____
Signature of Parent

Dated:_____ _____
Signature of Parent

Dated:_____ _____
Signature of Legal Guardian

NOTARIZATION

State of _____ }
}
County of _____}

On the _____ day of _____, 20___, the above signing party(ies) stated that he/she/they executed this Agreement of his/her/their own free act and deed before me, a Notary Public, in and for said County.

_____
Notary Public

05/25