

**IRON WORKERS DISTRICT COUNCIL OF SOUTHERN OHIO & VICINITY
BENEFIT TRUST**

1470 Worldwide Place • Vandalia, Ohio 45377
Phone (937) 454-1744 • Fax (937) 454-5457

Address Mail:

Main P.O. Box 398 • Dayton, Ohio 45401-0398
Toll Free: (800) 331-4277

**IF YOU SUBMIT A CLAIM FOR BENEFITS AS THE RESULT OF AN
ACCIDENT, INJURY OR ILLNESS INVOLVING A THIRD PARTY, YOU, THE
PARTICIPANT, MUST SIGN, DATE AND HAVE WITNESSED THE
FOLLOWING REIMBURSEMENT AND SUBROGATION AGREEMENT**

AGREEMENT

The Benefit Trust was created to provide you and your dependents with hospitalization, surgical, medical care and/or short-term disability benefits as the result of any accident, injury or illness you or your dependents may experience. Due to the dramatic rise in the cost of providing such benefit that has occurred in the past several years, the Board of Trustees has adopted a policy granting the Benefits Fund a right to seek either reimbursement or subrogation with respect to any claims paid on behalf of you and your dependents when a third party is legally responsible for causing the underlying loss, illness or injury on which payment were made by the Benefit Trust.

Therefore, by signing this Agreement you acknowledge and agree that the Benefit Trust is subrogated to all rights of recovery available to you and your dependents regardless of whether you or your dependents obtain a full or partial recovery from such third party, including, but not limited to, the insurer of such third party and that the failure to sign and return this Agreement entitles the Benefit Trust to deny coverage for the subject loss, injury or illness. In addition, you further acknowledge and agree that the Benefit Trust has a subrogated interest from any insurance held by you or your dependents, including coverage for medical payments, underinsured and/or uninsured motorists coverage, at fault or no-fault insurance, casualty or liability insurance, or payments received under a workers' compensation system.

Further, you acknowledge and agree that the full amount of the benefits paid by the Benefit Trust will be subject to recovery without regard to any collateral source of recovery. The Benefit Trust reimbursement and subrogation rights will take priority over any and all rights of recovery held by you or your dependents against such third person with respect to the event(s) that triggered the payment of benefits. The Benefit Trust subrogated interest will apply regardless of whether you or your dependents have been or will be made whole and regardless of whether you or your dependents have incurred fees

or costs to obtain a recovery from any third party or the insurer of such third party. **You hereby acknowledge and agree that the “make whole” doctrine or any similar doctrine or common law rule with respect to the reimbursement and subrogation rights of the Benefit Trust do not apply.**

In addition, you further acknowledge and agree that the “common fund” doctrine or any similar doctrine or common law rule with respect to the reimbursement and subrogation rights of the Benefit Trust do not apply.

You further acknowledge that a complete description of the reimbursement and subrogation rights granted to the Benefit Trust is set forth in the Summary Plan Description and that by executing this Agreement you hereby agree to be bound by the provisions and conditions set forth in both this Agreement and the Summary Plan Description.

MEMBER’S SIGNATURE

WITNESS’ SIGNATURE

DATE

DATE