

Subrogation Notice

The Building Trades Health and Welfare Fund (The Fund) is not liable, under Section VI of the Fund's Plan Document, to pay benefits for injuries or illness for which another person may be responsible or liable. Some examples may include if you are injured at work, and file a workers compensation claim against your employer or you are hurt in a car accident that is someone else's fault. In some cases, however, the Fund may agree to pay benefits that may fall into this category if you enter into a subrogation agreement with the Fund. A subrogation agreement is a legal and binding document which states that if you recover any amount from another individual, or insurer, the Fund will be reimbursed for the total amounts it has paid on your behalf, and also states that any attorney's fees that you incur to recover money from another person or insurer will not be deducted from the amounts to be reimbursed to the Fund. Any attorneys' fees will be your responsibility and will be deducted from your portion of your recovery. The Fund is not required to accept every request to pay otherwise excluded claims simply because you sign a subrogation agreement. Each case is reviewed individually and the Board of Trustees reviews the information and decides whether or not to accept the subrogation agreement and pay the claims. In reviewing a request to pay such a claim, the Trustees consider a number of factors in reaching their decision, as required by their duties under ERISA, including the amount of the charges, and the likelihood that you will win your case and the Fund will be reimbursed, the length of time it is likely to take before the Fund is reimbursed, and whether the Fund has sufficient excess assets available to pay a claim it would not otherwise be obligated to pay. Before the Board makes a decision to accept a subrogation agreement you may be required to provide documentation to the Board to demonstrate that you are taking legal action against the person or his insurer who may be responsible for payment of your claims. You may also be required to sign a release so that the Fund can obtain information from, or communicate with your attorney.

If the Fund enters into a subrogation agreement with you, you will be required to keep the Fund updated regarding the status of the litigation and the Fund will require that you or your attorney provide information to the Fund regarding the amount of any settlement and/or judgment prior to the proceeds from the settlement or judgment being dispersed. If you receive money from a settlement or judgment, the Fund asserts a lien against all of the proceeds you collect before they are dispersed.

If it is possible that another individual or organization should be the one to pay for your, or your dependent's, medical care and you do not hire an attorney and/or pursue a claim or lawsuit against that individual or organization then you, or your dependent, may be required to assign your rights of recovery, for the amount that the Fund has paid, to the Fund. You must do this by signing, and delivering, an Accident Form and/or an Assignment Form to the Plan Administrator. You cannot do anything that would injure the Fund's assignment or its right to recover what it has paid. The Fund is entitled to recover the amount that it has paid for services that were provided to you or to your dependent when those services should have been paid by someone else.

If you believe that a third party should be responsible for the payment of benefits and/or services that you have received or require as a result of an accident or injury, you are required to contact the Fund office at (717) 273-3800 within sixty (60) days of the illness, accident or injury and provide the information required.