

SUBROGATION AND REIMBURSEMENT AGREEMENT

The following is a description of the principal provisions of the Wisconsin Electrical Employees Health and Welfare Plan's (the "Plan") subrogation and reimbursement rights. This list is not exhaustive and the language of the Plan document will control to the extent that there are any differences between the following descriptions and the Plan document.

The Participant, representative, guardian or trustee of a Participant and/or dependent of a Participant (collectively hereafter referred to as "Individual") understands and agrees that:

- (a) The Plan has the right to reimbursement from monies recovered by the Individual from any source relating to a claim, resulting from a personal injury, sickness, accident, condition or work-related illness or injury, including an individual policy of insurance which is maintained by the Individual.
- (b) The Plan's subrogation and reimbursement rights attach to all monies recovered by the Individual regardless of how the amounts are characterized. The Plan's subrogation and reimbursement rights extend to monies recovered for medical and loss-of-time benefits paid and to monies recovered for other than medical and loss-of-time benefits paid including, but not limited to, monies recovered for pain and suffering.
- (c) The Plan has the right to reimbursement for all benefits the Plan has paid to or on behalf of the Individual as of the date the Individual recovers monies and for all other benefits the Plan pays after the date of recovery to or on behalf of the Individual.
- (d) The Plan has the right to suspend all benefit payments due to an Individual if the Individual fails to complete and return this Subrogation and Reimbursement Agreement, the subrogation and reimbursement questionnaire and/or any other documentation to be used to enforce the Plan's subrogation rights.
- (e) The Individual shall be solely responsible for paying all legal fees and expenses in connection with any recovery for the underlying claim, resulting from a personal injury, sickness, accident, condition or work-related illness or injury and the Plan's recovery shall not be reduced by such legal fees or expenses.

- (f) The Individual has the duty to cooperate with the Plan regarding its subrogation and reimbursement rights. The Individual cannot alter the Plan's subrogation and reimbursement rights by an agreement with a third party.
- (g) The Individual, and/or any agent of the Individual, including any attorney, agrees to hold any money recovered in trust for the benefit of the Plan to be paid to the Plan immediately upon recovery thereof.
- (h) In the event the Individual recovers monies and fails to reimburse the Plan the amounts it has paid, the Plan shall have the right to reduce future benefits due to the Individual or the Employee of whom such Individual is a Dependent or any other Dependent of such Employee by the amount of benefits paid by the Plan or reduce the amount of the dollar bank until the Plan recovers the lesser of the amount paid or the Individual's gross recovery.

The undersigned expressly understands and agrees that all benefits paid or to be paid by the Plan, including those amounts to be paid pursuant to this specific Subrogation and Reimbursement Agreement, are conditioned upon the Plan's rights of subrogation and reimbursement. The undersigned agrees to notify the Plan of any recovery by the undersigned relating to his or her claim and to repay the Plan from any and all recoveries once the undersigned has recovered monies. The undersigned understands and agrees that this Subrogation and Reimbursement Agreement creates contractual and equitable rights, in addition to those created under the Plan's Rules and Regulations, for the Plan to assert its subrogation and reimbursement rights against the undersigned in a court of competent jurisdiction.

Eligible Participant's Signature

Dependent's Signature
(If of Legal Age)

Date