



New England Carpenters Benefit Funds  
Health Fund

P.O. Box 7075  
Wilmington, MA 01887-7075  
www.carpentersfund.org  
Phone 978-694-1000  
Toll-free 1-800-344-1515  
Fax 978-657-8724

Member Name:

Member ID Number:

Address:

Patient Name:

RE:

**IMPORTANT NOTES:**

**\* THIS AGREEMENT MUST BE EXECUTED AND RECEIVED BY THE FUND OFFICE WITHIN 12 MONTHS FROM THE DATE OF ACCIDENT/EVENT IN ORDER FOR RELATED HEALTHCARE CLAIMS TO BE CONSIDERED FOR PAYMENT UNDER THE HEALTH PLAN.**

**\*\*ALL SIX PAGES OF THIS AGREEMENT MUST BE MAILED BACK TO THE FUND OFFICE.**

**REIMBURSEMENT AND SUBROGATION**

You or one of your eligible dependents may incur medical expenses in a situation where a third party – for example, Workers' Compensation, the driver of an automobile, or an auto insurance or other liability carrier – may be liable or held responsible for their payment. In this case, the Fund has all rights of recovery that you or your dependents would have, including the right to bring suit in your or your dependents' name.

You and your dependents must cooperate with the Fund to secure the recovery of the payment. You and your dependents shall give no release or discharge with respect to any rights of recovery and shall do nothing to prejudice those rights without the written consent of the Fund. If you or your dependents recover any amounts from the third party or its insurer, the Fund must be reimbursed from the recovery for benefits that it has paid.

## Reimbursement/Lien Agreement

I understand that this Fund is providing me with benefits for me and/or my dependent(s) (hereinafter collectively "I", "me" or "we") only on the condition that:

- a. If we recover any amounts from a third party that may be liable for an injury or illness for which the Fund pays benefits, we agree to reimburse the Fund from that recovery, in accordance with the Fund's policies concerning reimbursement and as set forth below; and
- b. The Fund shall have an equitable lien in that portion of the recovery that is subject to reimbursement, in accordance with the Fund's policies concerning its lien rights and as set forth below; and
- c. The Fund is subrogated to any right we may have to recover on any claim or suit against another party and/or insurer, in accordance with the Fund's policies concerning subrogation and as set forth below.

## Reimbursement/Lien

The amount of reimbursement due to the Fund is based on the following schedule.

Total Recovery	Fund's Share of Recovery
1. Equal or less than benefits	50% of the benefits
2. Greater than one, but less than twice benefits	65% of the benefits
3. Greater than two, but less than three times benefits	75% of the benefits
4. Greater than three, but less four times benefits	85% of the benefits
5. Greater than four times	100% of the benefits

In no event shall the Fund's share of recovery be greater than 50% of the total recovery following deduction of the participant's reasonable attorneys' fees (not to exceed 33% of the total recovery).

If we assert a claim of any nature concerning an injury or condition for which the Fund has paid or may pay benefits, we shall promptly notify the Fund of all the details. If we retain an attorney in connection with an injury or condition for which the Fund has paid or may pay benefits, we shall promptly notify the attorney of the Fund's subrogation and reimbursement policies and provided with a copy of this reimbursement agreement, and we shall promptly notify the Fund of the attorney's name and address. We shall direct our attorney not to distribute to us any amounts subject to

reimbursement or any disputed amounts, but to hold them in a client trust account until all disputes are finally resolved and the Fund is reimbursed.

Promptly upon reaching an agreement with a third party, upon receiving any recovery from a third party, or at any other time at the Fund's request, we or those acting on our behalf, including attorneys, shall provide the Fund with (1) complete information concerning the amounts of any recovery either under negotiation or agreement or received pursuant to settlement, judgment, award or otherwise, (2) copies of all documentation of the settlement, judgment, award or other form of such recovery, (3) copies of any fee agreement with any attorney concerning the recovery, (4) complete information concerning the disposition of any amounts recovered including the name and address of the bank or other financial institution and the account name and number for any account in which any of the amounts recovered were deposited, transferred or otherwise may be located; and (5) complete information and documentation of any amounts recovered by other family members or others on loss of consortium or similar claims related in any way to your or your dependent's injury. We and those acting on our behalf shall not distribute any proceeds from any recovery until the Fund determines the amount to be reimbursed.

If we recover from a third party, we shall reimburse the Fund in accordance with the schedule above from the proceeds. We understand that reimbursement is mandatory regardless of whether:

- a claim was ever asserted for the amount received.
- the recovery was paid pursuant to a settlement, judgment, arbitration award or otherwise.
- we feel that we were "made whole" for our losses by the recovery.
- the amount received is characterized as attributable to medical expenses, lost income, pain and suffering, loss of consortium or otherwise.
- the third party pays any amounts to family members other than the primary injured party such as on a loss of consortium claim.

We agree that the Fund has an equitable lien on that portion of any recovery from a third party that we are obligated to reimburse, and that the Fund's lien shall have first priority over any other lien or claim against the recovery. We agree that the Fund's lien exists regardless of the extent to which the actual proceeds of the recovery are traceable to particular funds or assets. In addition, we understand and agree that the portion of a recovery from a third party that is subject to reimbursement is and shall be considered to be an asset of the Fund as of the moment the recovery is transferred by the third party, whether or not it is actually received by the Fund, and title to that portion shall vest immediately in the Fund.

We understand and agree that we, and those acting on our behalf including attorneys, shall be fiduciaries to the Fund with respect to the portion of any recovery that is subject to reimbursement until it is actually received by the Fund. We, and those acting on our behalf, shall hold such portion of any recovery in constructive trust for the benefit of the Fund, shall place and maintain such portion of any recovery or any disputed portion of the recovery in a separate segregated account until our

reimbursement and fiduciary obligations to the Fund are satisfied, and shall immediately notify the Fund of the location and account number of any account in which the portion of the recovery that is subject to reimbursement is deposited or transferred.

We understand and agree that, in the event any failure to comply with the requirement to maintain that portion of any recovery subject to reimbursement in a segregated account, or to maintain any disputed amounts in a segregated account, or to reimburse the Fund pursuant to its reimbursement policies and this agreement, or to comply in any other respect with any of the Fund's reimbursement policies and this agreement, the Fund may seek judicial enforcement of the Fund's rights and the obligations of us or those acting on our behalf. Any judicial proceeding concerning the Fund's reimbursement, fiduciary, or subrogation policies, whether brought by the Fund or by us, shall be filed in the United States District Court for Eastern Division of Massachusetts in Boston and we hereby stipulate to jurisdiction and venue of such proceedings in that court.

In such event, we and those acting on our behalf hereby agree and stipulate to the entry of a temporary and preliminary injunction requiring the placement and maintenance of any reimbursable or disputed portion of any recovery in an escrow account until any dispute concerning reimbursement is resolved and the Fund receives all amounts that must be reimbursed, and that, in addition, we shall be responsible for all of the Fund's costs, expenses, and attorneys fees in connection with the entire proceeding. We agree and stipulate that the Fund shall be entitled to temporary, preliminary and final judicial relief regardless of the extent to which the actual proceeds of the recovery are traceable to particular funds or assets. We agree and stipulate that any judgment or judicial order enforcing the Fund's lien rights or our reimbursement or fiduciary obligations shall include prejudgment interest from the date reimbursement was initially due.

We understand and agree that if we fail to comply with any of the Fund's reimbursement or subrogation policies, the Fund may deny all claims concerning the underlying injury or condition. We understand and agree that if we fail to reimburse the Fund or to pay the Fund's costs, expenses and attorneys fees incurred in any litigation, the Fund may withhold payment of future benefits from us, including all eligible dependents, regardless of whether or not the benefits are related to the underlying injury or condition, up to the amount due plus interest, as well as the amount of any costs, expenses, and attorneys fees. We understand and agree that the Fund may withhold future benefits regardless of whether the Fund has sought judicial enforcement of its rights.

We understand and agree that, in the event that we submit additional claims for benefits following settlement of a liability claim and reimbursement to the Fund, the Fund will withhold future benefits, but only to the extent that the additional benefits would have been reimbursable under the formula had the settlement occurred later.

### **Subrogation**

We understand and agree that the Fund shall have the right to bring suit in our name against any party that may be liable for the sums paid by the Fund for medical benefits.

I represent and warrant that I have given no release or discharge with respect to my rights of recovery described herein, that I have done nothing to prejudice those rights, and that I shall not do so in the future without the written consent of the Fund.

We exclusively may bring suit against any liable party within seven months of the date of injury for which benefits are paid. We understand and agree that, after seven months have elapsed from the date of injury for which benefits have been paid, the Fund may also bring suit in our name.

We understand and agree that, if the Fund does bring suit, the sum recovered shall be for the sole benefit of the Fund up to the full amount of any benefits paid by the Fund plus interest and the costs, expenses, attorney's fees of the litigation. Any amounts remaining thereafter shall be paid to us.

We shall must execute instruments and papers, furnish information, provide assistance and take all other necessary and related action as the Fund may request to facilitate satisfaction of its subrogation as well as its reimbursement and lien rights.

Upon the Fund's request, we shall execute an assignment of our rights under any uninsured/underinsured portion of any automobile liability insurance policy in order to satisfy an obligation to reimburse the Fund and satisfy the Fund's subrogation and lien rights as described above.

**Attorney Contact Information**

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Attorney Name(s)

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Attorney Address

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Phone Number

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Fax Number

DATE OF ACCIDENT OR EVENT: \_\_\_\_\_

\_\_\_\_\_  
Member's Name (Please Print)

\_\_\_\_\_  
Dependent's Name (Please Print)

\_\_\_\_\_  
Member's Social Security No.

\_\_\_\_\_  
Dependent's Social Security No.

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Dependent's Signature

(Note: The member must sign this Agreement for any dependent under the age of 18 years).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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