

4<sup>TH</sup> DISTRICT IBEW HEALTH FUND  
SUBROGATION AGREEMENT

- A. To the extent that 4<sup>TH</sup> District IBEW Health Fund shall have paid money to, or on behalf of an Employee or Dependent, pursuant to the provisions of the Plan because of loss or damage for which the Employee or Dependent may have a cause of action against a third party who caused this loss or damage, this plan shall be subrogated to the extent of such payment and all recovery by the Employee or Dependent, and such right shall be assigned to the Plan by the Employee as a condition of the payment of such money by the Plan.
- B. In consideration of the payment, the undersigned Employee does hereby assign and subrogate to the 4<sup>th</sup> District IBEW Health Fund all the rights, claims, interests, choices or things in action at law, to the extent of the amount paid by the Plan which the undersigned may have against any party, person, firm, or corporation, private or public, who may be liable, or may hereafter be adjudged liable, for the loss and the undersigned authorizes and empowers 4<sup>th</sup> District IBEW Health Fund to sue, compromise, or settle in the name of the undersigned or of the beneficiary of the undersigned, and said 4<sup>th</sup> District IBEW Health Fund is hereby fully substituted in the place of the undersigned and subrogated to all of the rights of the undersigned in the premises to the amount paid by 4<sup>th</sup> District IBEW Health Fund.

The undersigned further agrees that the undersigned will execute any and all appeal bonds or other instruments in writing pertaining to any litigation arising out of losses herein above referred to at the request of 4<sup>th</sup> District IBEW Health Fund.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Injured Party Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Witness Signature