

## **SUBROGATION AGREEMENT AND ASSIGNMENT OF CLAIM**

The undersigned beneficiary has been or may be provided benefits from and through the *PSSU Local Unit Health & Welfare Fund* (hereinafter referred to the "Fund").

The undersigned beneficiary does hereby acknowledge that under the Rules of the Fund he or she is not entitled to any payments and/or coverage if his or her claim is based on an injury or illness, the costs for which are recoverable through legal action or claim settlement from another party or insurance company which either by law or by contract is primarily liable to him or her.

The undersigned beneficiary further acknowledges that where he or she has a right to recover monies for injuries or illness from a party or insurance company other than the Fund, there may be delays resulting from the processing of any such claim or as a result of legal action.

The undersigned beneficiary further acknowledges that the Fund has determined to advance benefits on his or her behalf despite the Rules of the Fund which deny entitlement in such cases.

For and in consideration of this advance of benefits on the undersigned beneficiary's behalf, the undersigned beneficiary, to the extent permitted by law, does hereby assign to the Fund his or her right and/or those of his or her heirs, legal representatives, executors, administrators or assigns to recover for the loss to the full extent, without deduction of attorney's fees, court costs or arbitration expenses, that the Fund has provided benefits. To the extent that an assignment is not permitted by law, the undersigned beneficiary hereby acknowledges and agrees that he or she is obligated to repay the Fund, to the full extent of Fund benefits furnished, at such time as he or she obtains a recovery for the loss from the party or insurance company that is primarily liable.

The undersigned beneficiary further agrees to diligently file and prosecute his or her case or claim against the other party or insurance company.

The undersigned beneficiary further agrees to inform any court, compensation referee, tribunal, hearing officer or person hearing the case or claim involving his injuries or illness for which benefits are advanced, of the Fund's subrogation interest. The undersigned beneficiary also agrees to present any evidence necessary to establish that interest.

The undersigned beneficiary authorizes the Fund to claim and receive the assigned amount from any party liable for payment, and directs and authorizes any and all such parties to pay the said amount to the Fund directly upon presentation of a copy of this Assignment and a statement of benefits paid by the Fund.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, with the intentions to be legally bound thereby.

\_\_\_\_\_  
NOTARY SIGNATURE & DATE

\_\_\_\_\_  
BENEFICIARY/EMPLOYEE

**SEIU 668 PSSU Local Unit Health and Welfare Fund**  
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