



National Roofers Union
& Employers Joint
Health & Welfare Fund

REIMBURSEMENT AGREEMENT

WHEREAS, _____(hereinafter) “Eligible Individual” was injured or otherwise suffered personal loss through the acts or omissions of another person; and

WHEREAS, the National Roofers Union and Employers Joint Health and Welfare Trust (hereinafter “Trust”) has provided or will provide benefits to Eligible Individual under the terms of the Trust’s Plan of Benefits; and

WHEREAS, the Plan of Benefits for the Trust contemplates the reimbursement to the Trust of benefits provided upon recovery made by the Eligible Individual in connection with the injury/loss, whether such recovery is by way of judgment, arbitration award, settlement or any other arrangement, including by way of uninsured or underinsured motorist coverage and without regard to whether Eligible Individual is made whole by the recovery and without regard to the common fund doctrine;

NOW, THEREFORE, the Eligible Individual undersigned hereby agrees to reimburse the Trust, the benefits provided to the Eligible Individual upon recovery made by the Eligible Individual. Eligible Individual or Eligible Individual’s representative will hold such recovery in a constructive trust for the benefit of the Trust, and the Trust shall have an equitable lien upon such recovery at the time the recovery comes into the hands of the Eligible Individual or that person’s representative.

If Eligible Individual proceeds toward establishing recovery with the assistance of an attorney, the Trust may allow a reasonable attorney’s fee (not to exceed one-third of the recovery) to Eligible Individual’s attorney from the recovery. In no event will the Trust allow the payment of litigation costs from the recovery.

The Eligible Individual agrees to do nothing after their injury to prejudice Eligible Individual’s rights and further agrees to do everything reasonable to secure Eligible Individual’s right of recovery against the rights of recovery for the injury/loss. If the Eligible Individual fails to adhere to the Plan of Benefits or this reimbursement agreement the Plan may withhold future payments of any benefits the Eligible Individual may otherwise be eligible for.

Signature

(Note: If Eligible Individual is a minor or other protected person, the signature of a parent or guardian on behalf of the minor or protected person is required.)

Social Security Number

Date