



WHEN THIRD PARTIES MAY BE LIABLE

The Fund is a self-insured employee welfare benefit plan governed by ERISA. ERISA preempts any state law purporting to restrict the Fund's rights to reimbursement. The following provisions apply to losses incurred by any Participant.

The Fund does not cover any expenses and it is not liable for any Weekly Accident and Sickness benefit payments directly or indirectly related to an act or omission of a third party, except for injuries sustained as a victim of Domestic Violence. This exclusion applies if the Injury, Illness or loss resulting from the act or omission of a third party occurred during coverage under the Plan or before you were eligible for coverage. However, the Trustees of the Plan may, in their sole discretion, advance coverage for such expenses. The Trustees may also, in their discretion, retain all benefits related to an Injury, Illness or loss until the final disposition of any claim related to such act or omission.

If the Plan Incurs Such Expenses, You Must Reimburse the Plan

If the Plan does advance you any expenses related to such an Illness, Injury or loss, (or pays them in error, or for any other reason) the Plan will have the right to be reimbursed from the proceeds of any recoveries, settlements, awards or judgments you or anybody on your behalf obtain from a third party or insurance carrier to the full extent of the total benefits paid to you or on your behalf. The Plan will hold a first priority lien on such recoveries, settlements, awards or judgments. This includes, but is not limited to, any recovery under the uninsured or underinsured motorist provision of your automobile insurance or pursuant to your homeowner's policy.

The Plan's Reimbursement Rights

1. The Plan's lien must be satisfied as a first priority ahead of you, your attorneys, or any other person from the proceeds of such recovery, settlement, award or judgment;
2. The Plan must be reimbursed before any such proceeds are disbursed, regardless of whether you receive such proceeds or they are received by a person acting on your behalf. By accepting benefits in such circumstances, you agree that any recoveries, settlements, awards or judgments shall constitute Plan assets to the extent of the benefits paid or to be paid by the Plan. By accepting benefits in such circumstances you agree on behalf of yourself and your attorney or any person acting on your behalf that any person who receives such assets shall hold them in constructive trust for the Plan until the Plan is fully reimbursed;

3. The Plan has the right to be reimbursed to the full extent of its expenses without any reduction for attorneys' fees or any other costs or expenses; and
4. The Plan has the right to be fully reimbursed whether or not you are fully compensated for your damages or medical expenses.

Your Obligations

You and your attorney, if you have retained one, must complete any forms supplied by the Plan, such as an agreement to reimburse the Plan and/or an acknowledgement of the Plan's lien and supply all requested information that the Plan may require. The Plan will not pay claims related to such Injury, Illness or loss if you do not comply with the Plan's requirements.

However, if the Plan advances you such benefits without your fulfillment of these requirements, the Plan's right to enforce these Plan provisions and the Plan's right to be reimbursed from the proceeds of any recoveries, settlements, awards or judgments, as described above, shall be unaffected.

You are required to notify the Plan of any claim you make for damages or other recovery against a third party or an insurance carrier. You are required to immediately notify the Plan if you receive any recoveries, settlements, awards or judgments from any source. You are required to reimburse the Plan from such recoveries, as stated herein.

As a Participant, whether or not you fulfill these Plan requirements, if you accept benefits advanced in such circumstances, you are bound by the obligation to reimburse the Plan and are subject to the Plan's right to be reimbursed, as outlined in this section, as are your attorneys, your agents, assigns or heirs and executors. You acknowledge that any legal expenses are your own responsibility, and that it is your obligation to notify your attorney of these provisions and assignment.

The Plan's Subrogation Rights

If the Plan advances you any expenses related to such an Illness, Injury or loss (or pays them in error), the Plan will have the right to subrogate to any rights you may have against a third party or insurance carrier to the extent of the Plan's expenses. The Trustees may intervene in, or subrogate to, your interest in any related claim or cause of action against a third party or insurance carrier in order to secure reimbursement of the Plan's expenses.

Enforcement Procedures and Remedies

If you and/or your attorney(s) fail to reimburse the Plan for such expenses, the Plan may bring suit under ERISA to recover its expenses. If the Plan files such legal action, you will be responsible for:

1. The costs and expenses necessary to secure the reimbursement, including attorneys' fees; and
2. Interest at the rate of one percent (1%) per month.

In addition to any other remedy that may be available under applicable law, the Trustees may exercise the following remedies if you fail to comply with your obligations as stated in this section:

1. If you and/or your attorneys fail to cooperate with the Plan, in any way, such as refusing to provide updated information regarding your third-party claim, the Plan may assume that you do not intend to honor the Plan's lien and may decline to pay any benefits to which you and your Dependents would otherwise be eligible until the matter is resolved;
2. The Plan may deduct any non-reimbursed expenses from claims otherwise payable to you and/or your Dependents until the Plan recovers all of its expenses;
3. The Trustees may disqualify you from eligibility for obtaining benefits fraudulently; or
4. Any other remedy that the Trustees deem necessary to secure reimbursement.

Any recoveries, settlements, awards or judgments against a third party or insurance carrier related to such Accident, Injury or loss shall be considered the final resolution of all claims related to that Injury, Illness, or loss regardless of whether you were covered under the Plan at the time or not. The Plan will not be responsible for any subsequent expenses directly or indirectly related to any loss sustained in the Accident or other occurrence.

Work Related Injuries or Illnesses

The Plan does not cover any expenses, nor is it liable for, any Weekly Accident and Sickness benefit payments directly or indirectly related to a work-related Injury or Illness unless the related claim is denied by Workers' Compensation. Any claims related to a work-related Injury or Illness must be submitted through your Employer for Workers' Compensation coverage. However, the Trustees of the Plan may, in their sole discretion, advance coverage for Hospital, medical and Weekly Accident & Sickness expenses if you have been notified in writing that your Employer is contesting liability and if you provide a copy of such notice to

the Plan Office. If an “Owner-Operator” is injured or becomes sick at work, such Injury or Illness will not be covered under the “company’s” Workers’ Compensation coverage. Therefore, the Injury or Illness will not be covered under the Plan.

In addition, you must complete any forms supplied by the Plan, such as an agreement to reimburse the Plan and/or an acknowledgement of the Plan’s lien and supply all requested information that the Plan may require. The Plan will not pay any benefits related to a workrelated Injury or Illness if you do not comply with these requirements. In addition, if your Employer’s Workers’ Compensation insurer does not cover any claims because you failed to comply with the provisions of that insurance, those expenses will not be eligible for reimbursement under the terms of the Plan.

If the Workers’ Compensation Commissioner determines that the expenses forwarded by the Plan are the responsibility of your Employer, the Plan will seek reimbursement of such expenses from your Employer’s Workers’ Compensation insurance carrier. However, if your Employer’s Workers’ Compensation insurance carrier does not fully reimburse the Plan, the Trustees may use any method available to secure reimbursement, including deducting any non-reimbursed expenses from claims otherwise payable to you and/or your Dependents until the Plan recovers all of its expenses.

Coordination with “Personal Injury Protection”

“Personal Injury Protection” (“PIP”) (also known as “Med Pay” coverage) is a provision of automobile insurance that, in the event you are in an Accident, covers some of your medical expenses, regardless of who was at fault in the Accident.

Massachusetts requires that every driver must carry PIP. PIP is available in Connecticut, but not required. The Plan will only provide coverage after your PIP threshold has been met.

If you live in a state that requires PIP coverage, such as Massachusetts (also New York, New Jersey and Pennsylvania, in the Northeast United States) the Plan will only cover expenses after your PIP minimum coverage has been exhausted, even if you do not carry the required PIP coverage. Therefore, for drivers in these states, the Plan must first obtain either:

1. Proof that the driver has PIP coverage and that it has been exhausted; or
2. Proof of payment of medical expenses related to the Accident up to the minimum coverage threshold, before any benefits are paid by the Plan.

The Trustees may establish rules and regulations to govern procedures hereunder.