

**AMENDMENT TO THE  
SOUTHERN ILLINOIS LABORERS' & EMPLOYERS  
HEALTH & WELFARE FUND SUMMARY PLAN DESCRIPTION**

**SUMMARY PLAN DESCRIPTION A – AMENDMENT #5  
SUMMARY PLAN DESCRIPTION C – AMENDMENT #6**

**WHEREAS**, the Board of Trustees of the Southern Illinois Laborers' & Employers' Health & Welfare Fund may amend the Summary Plan Description ("SPD") pursuant to Article 13 of the Restated Agreement and Declaration of Trust; and

**WHEREAS**, the Board of Trustees has determined that the following revisions are necessary to clarify and amend provisions of the SPD; and

**NOW THEREFORE**, effective October 18, 2023, the following language revisions and additions are hereby approved and incorporated into the "Subrogation and Right of Reimbursement" sections of the Plan A and Plan C SPD's:

**ARTICLE 9 SUBROGATION AND RIGHT OF REIMBURSEMENT**

No benefits will be paid under any coverage of the Plan with respect to any Injury or Sickness for which a Third Party may be liable or legally responsible. Third Party means a person or organization other than the Covered Person who suffers loss. This exclusion will apply whether or not the Injury or injuries occurred while the Covered Person was eligible under the Plan. The Plan will, however, pay benefits according to the Plan as follows:

1. As a condition to receiving medical, dental, vision, prescription benefits, or any combination of benefits under this Plan for any Injury or Illness that occurs because of or as a result of an act or omission of another person, the Covered Person(s), including all Dependents, agree to transfer to the Plan their right to recover damages in full.
2. If a Covered Person or Dependent receives any recovery by way of judgment, settlement, or otherwise, from a Third Party, the Covered Person or Dependent agrees to reimburse the Plan in full for any medical, dental, vision, prescription benefits, or any combination of expenses paid by the Plan. (i.e., the Plan shall be first reimbursed fully to the extent of any and all benefits paid by the Plan from any monies received by the Covered Person, with the balance, if any, to be retained by the Covered Person).
3. If a Covered Person or Dependent receives any recovery, by way of judgment, settlement, compromise, or otherwise, from any other person or business entity, the Covered Person or Dependent agrees to reimburse the Plan in full, regardless of whether the settlement or judgment specifically designates the recovery or any portion thereof as payment for medical benefits, dental benefits, vision benefits, prescription benefits, disability benefits, or any combination of benefits paid by the Plan. (The Plan shall be first fully reimbursed to the extent of any and all benefits paid by it from any monies recovered, with the balance, if any, to be retained by the Covered Person or Dependent).



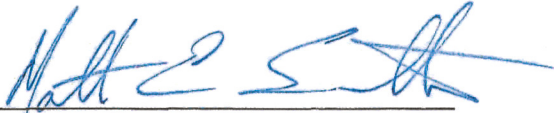
4. The Covered Person or Dependent agrees to request that the Plan's name be included as a co-payee on any and all checks made payable to the Covered Person or Dependent and/or attorney. If the Covered Person or Dependent fails to reimburse the Plan in accordance with these Plan provisions out of any judgment or settlement received, the Covered Person or Dependent will be responsible for any and all expenses, including but not limited to attorney's fees and costs, associated with the Plan's attempts to enforce these subrogation provisions.
5. The Trustees may, as a condition of making the payments described in the preceding paragraph, require the Covered Person, Dependent or his/her representative and attorney to sign a subrogation and reimbursement agreement reflecting (a) the Covered Person or Dependent's obligation to reimburse the Plan, (b) assignment to the Plan all rights, claims or causes of action such Covered Person or Dependent (or any person or entity acting on his behalf) has against any plan or person to the extent of benefits paid or payable under the Plan, (c) authorizing (but not requiring) the Plan to sue, enforce, compromise or settle (in such Covered Person or Dependent's name or otherwise) all such rights, claims or causes of action, and (d) warranting that such Covered Person or Dependent (and any person or entity acting on his behalf) has not settled, discharged or released any such right, claim or cause of action against any person or plan, and shall not do so. In such event the agreement shall operate to the same extent as the agreement described in the preceding subsection. If a repayment or subrogation agreement is required to be completed and signed, the Plan reserves the right to deny coverage if such subrogation and reimbursement agreement is not fully signed and returned. The terms and conditions of this Subrogation and Right of Reimbursement provision remains in effect and binding regardless of whether any required subrogation and reimbursement agreement is actually fully signed and returned. Acceptance of benefits under this Plan signifies and constitutes an acceptance of these terms and conditions.
6. The Plan's right of full recovery, either by way of subrogation or right of reimbursement, shall be from the monies the Covered Person or Dependent or guardian of a Covered Person or Dependent receives or is entitled to receive from the Third Party, any liability or other insurance covering the Third Party, the Covered Person's own uninsured motorist coverage, underinsured motorist insurance, any medical pay insurance under any applicable insurance policy, or any no-fault or school insurance coverage which are paid or which are payable.
7. If a Covered Person, Dependent or guardian of a Covered Person or Dependent receives any recovery by way of judgment, settlement or otherwise from a Third Party, the Covered Person, Dependent, guardian of the Covered Person or Dependent, or attorney (if the attorney is holding the monetary recovery) must hold the monetary recovery in constructive trust and promptly reimburse the Plan for the benefits provided, up to the amount of them monetary recovery. The Covered Person, Dependent, guardian of the Covered Person or Dependent, or attorney shall be fiduciaries with respect to the monetary recovery.
8. The Plan shall have an equitable lien upon and will have first priority in any recovery regardless of whether the settlement or judgment specifically designates or characterizes the recovery as including the benefits paid by the Plan. ~~and regardless of whether the Covered Person or Dependent is "made whole" by the monetary recovery.~~
9. The Covered Person has a legal obligation to avoid doing anything that would prejudice the Plan's right of subrogation or reimbursement.



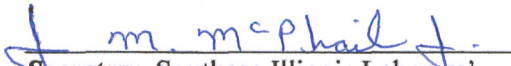
10. In the event a Covered Person's or Dependent's repayment is not promptly made or in the event a Covered Person or Dependent prejudices the Plan's right of recovery, the Plan may withhold or offset the payment of future benefits on behalf of the Covered Person or Dependent until such time as the full amount owed to the Plan, ~~plus ten percent (10%) interest per annum, is fully repaid.~~
11. ~~In the event a Covered Person's or Dependent's repayment is not promptly made or in the event that a Covered Person or Dependent prejudices the Plan's right of subrogation or reimbursement, the Plan may pursue any and all legal remedies to collect the amount due. If the Plan prevails in a lawsuit to enforce the provision and/or the provisions of a subrogation agreement executed by the Covered Person or Dependent, or guardian of the Covered Person or Dependent, the Plan shall be entitled to recover the amount due to the Plan, plus interest in the amount of ten percent (10%) per annum, and the costs incurred in the collection of the amount, including reasonable attorney's fees. The Plan shall not be responsible for any costs or expenses, including but not limited to attorney's fees, filing fees, or other costs or expenses of litigation incurred by or on behalf of a Covered Person or Dependent in connection with any recovery from any other person or plan unless this Plan so agrees in writing to pay a part of these expenses. Even if the Covered Person or Dependent's recovery is less than the medical benefits paid by the Plan, the Plan is entitled to be paid all of the recovery achieved, without reduction for attorney's fees and costs.~~
12. ~~The Plan will not pay attorney's fees or costs associated with the Covered Person's or Dependent's claim/lawsuit without express written authorization of the Board of Trustees. The Plan expresses disclaims and does not recognize any "common fund" doctrine of any State. The Plan does not recognize the "make whole" rule and the Plan's subrogation rights are not in any way subordinate to or affected by any "common fund" principle or factor – sometimes described as the equitable concept of a "common fund" which governs the allocation of attorney's fees in any case in which a lawyer hired by one party creates through his/her efforts a fund in which others are entitled to share as well – the acceptance of plan benefits from the Plan entirely subordinates the recovery rights of the Covered Person or Dependent to the Subrogation Rights of the Plan (without any "common fund" reduction or other reduction of those Subrogation Rights). This Plan's rights to subrogation apply whether or not the monies paid or payable from the other person or plan are sufficient to fully compensate the covered person for his loss occasioned by the Illness or Injury. Further, the characterization of any amounts paid or payable to or on behalf of a covered person, whether under a settlement agreement, judgment, plan as defined herein, or otherwise, shall not affect the priority given this Plan under these provisions with respect to such amounts.~~
13. The Plan's rights as set forth herein shall survive the death of the Covered Person or Dependent and shall bind the deceased Covered Person's or Dependent's successors, assigns, estate, and executor.

**FAILURE TO COMPLY WITH THE ABOVE PROVISIONS WILL RESULT IN THE  
DENIAL OF THE CLAIM(S).**

IN WITNESS HEREOF, this Amendment has been approved and signed by the Board of Trustees on this 18<sup>th</sup> day of October, 2023 and made effective as of the same date.

A handwritten signature in blue ink, appearing to read "Matt E. Smith", written over a horizontal line.

**Chairman**, Southern Illinois Laborers'  
and Employers Health & Welfare Fund

A handwritten signature in blue ink, appearing to read "J. M. McPhail", written over a horizontal line.

**Secretary**, Southern Illinois Laborers'  
and Employers Health & Welfare Fund