



Personal Injury Protection Plan Subrogation Indemnity Agreement

Claim Number: _____

WHEREAS:

1. On or about the _____ day of _____, _____, a motor vehicle accident occurred
(month) (year)
in the _____ of _____;
(Province/State) (Name of Province/State)
2. You (the "Claimant") are eligible to receive benefits from the Manitoba Public Insurance Corporation ("MPIC") under the Personal Injury Protection Plan ("PIPP") provided for in Part 2 of *The Manitoba Public Insurance Corporation Act* (the "MPIC Act") and its applicable Regulations;
3. The MPIC Act provides that upon making any payment of PIPP benefits to you or on your behalf, MPIC is subrogated to and deemed to be an assignee of all of your rights of recovery against those responsible for your losses;
4. Under the laws of the Province or State listed above, you may have a right of action to sue for all losses suffered by you due to the motor vehicle accident ("Right of Action");
5. The MPIC Act provides that you may exercise any Right of Action you have, subject to MPIC's subrogated rights and for compensation only in excess of the PIPP benefits paid to you or on your behalf;
6. In support of its subrogated rights, the MPIC Act requires you to enter such agreements and execute all documents as requested by MPIC, to aid in securing information and evidence and the attendance of any witness, and to cooperate with MPIC in prosecuting any action or other proceeding by it to enforce its subrogated rights;
7. The MPIC Act further provides that you are not to negotiate any compromise, settlement, or satisfaction of any Right of Action you may have to the prejudice of MPIC's subrogated rights.

NOW THEREFORE, in consideration of the payment of PIPP benefits to you or on your behalf,

YOU AGREE:

1. That where you pursue a Right of Action you will forthwith provide MPIC the name and contact information of your lawyer or other representative and, when requested, provide copies of all documents used in furtherance of your Right of Action.
2. That where you are offered any monies arising out of your Right of Action (the "Offered Sum"), you will forthwith advise MPIC, provide full details of the Offered Sum, and not accept the offer or execute any settlement documents without the prior involvement of MPIC.
3. That where you are awarded any monies arising out of your Right of Action (the "Settlement Sum"), including all monies awarded or received by way of Court Order, Court Judgment, negotiated settlement, arbitrated settlement or such other like mechanisms, you will forthwith advise MPIC of the settlement, provide full details of the Settlement Sum, and from the Settlement Sum indemnify and reimburse MPIC to the extent that PIPP benefits have been paid to you or on your behalf.



4. That where a disagreement arises over the amount that you are to reimburse to MPIC out of the Settlement Sum, you will direct the amount claimed by MPIC be paid into the Manitoba Court and the issue of the amount shall be decided by that court pursuant to the laws of Manitoba.
5. That where you are awarded the Settlement Sum and PIPP benefits continue to be payable to you at the time of such award, MPIC shall maintain a right of set-off against the Settlement Sum with respect to the cost of all subsequent PIPP benefits payable to you or on your behalf.
6. That this Agreement and all of its terms and provisions shall enure to the benefit of and be binding upon you and your heirs, executors, administrators, successors and assigns.
7. That no promises or representations outside of this Agreement have been made to you, and that this Agreement contains the entire understanding of you and MPIC.
8. That the recitals form an integral part of this Agreement.

SIGNED at the _____ of _____ in the Province
 (City/Town/Village) (Name of City/Town/Village)

of _____ this _____ day of _____, _____
 (month) (year)

In the presence of

READ BEFORE SIGNING

 Witness (anyone 18 years of age or older)

 Signature of Claimant or Representative

 Witness Address

Please return one of the completed form to:

Manitoba Public Insurance
 Injury Claims Management
 P.O. Box 6300, Winnipeg, MB R3C 4A4
 Or Fax to Number: 204-954-5332

Retain the second copy for your records