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Coordination of Benefits and Subrogation

■ Coordination of Benefits (COB)

For a work-related injury or condition, see the "Work-Related Conditions" exclusion in Section 5.

Your Pool Policy is the last payer of benefits when any other benefit payers or plans are available. Benefits otherwise payable under this Policy will be reduced by all amounts paid or payable through any other health insurance or health benefit plan. This also includes Medicare, Medicaid, self-insured plans, all hospital and medical expenses benefits paid or payable under any workers' compensation coverage, automobile medical payment, or liability insurance, whether provided on the basis of fault or no-fault, and by any hospital or medical benefits paid or payable under or provided pursuant to any state or federal law program. This Pool Policy is also secondary to group coverage unless the claim is excluded under group coverage due to pre-existing conditions limitations.

Facility of Payment

Whenever any other plan makes benefit payments that should have been made under this Policy, the Pool has the right to pay the other plan any amount the Administrator determines will satisfy the intent of this provision. Any amount so paid will be considered to be benefits paid under this Policy, and with that payment the Pool will fully satisfy its liability under this provision.

Right of Recovery

Regardless of who was paid, whenever benefit payments made by the Pool exceed the amount necessary to satisfy the intent of this provision, the Administrator has the right to recover the excess amount from any persons to or for whom those payments were made, or from any insurance company, service plan, or any other organizations or persons.

■ Third-Party Liability — Subrogation

Third-party liability exists when someone else is or may be legally responsible for your condition or injury. If you suffer any illness or injury for which a third party may be responsible and if the Pool has paid benefits for that illness or injury, the Pool will have the right to recover fully any benefits paid, or benefits that may become payable, for that illness or injury — regardless of the source.

When a third party is liable for the costs of any covered service, the Pool has subrogation rights. This means that the Pool has the right, either as co-plaintiff or by direct suit, to enforce your claim against a third party for the benefits paid to you or on your behalf. If the Pool provides benefits, the Pool has a direct first-party priority lien against any money you may recover from a third party or any other source as a result of the condition or injury. The Pool's lien must be satisfied regardless of the amount you recover.

If a third party is or may be liable for the cost of or charges for any covered services, the following actions must be taken:

- You must promptly notify the Administrator of the claim against the third party.
- If you receive money for the claim by suit, settlement, or otherwise, you or your attorney must reimburse the Pool, through its Administrator, for the amount of benefits provided under this Policy or an amount agreed upon with the Administrator. You may not exclude recovery for Pool health care benefits from any type of damages or settlement recovered.
- You must cooperate in every way necessary to help the Pool enforce its subrogation rights.

You may not take any action that might prejudice the Pool's subrogation rights. When you fail to cooperate in satisfying the Pool's subrogation interest, and the Pool must file a lawsuit against you or the third party in order to enforce its rights under this provision, you or any of your dependents receiving benefits under this Policy will be responsible for attorneys' fees and costs incurred by the Pool.