



## **Coordination of Benefits**

### ***For Maine Plans Only:***

Coordination of benefits ("COB") exists when an enrollee is also covered by another plan and determines which plan pays first.

Benefits will be coordinated to the extent permitted by law with other types of insurance coverage that pay for health care services and supplies. These other types of coverage may include:

- Auto insurance;
- Homeowners' insurance;
- Government benefits;
- Medicare; and
- Health plans ("Health Plans"), including group and non-group health insurance contracts, health maintenance organization plans, nonprofit medical or hospital service corporation plans, and self-insured plans.

When there is COB, it will be based upon the Plan Maximum Allowed Amount for any service that is covered at least in part by any of the plans involved. If a Provider is paid under a capitation arrangement, COB will be based on the reasonable value of such services.

When a Member is covered by more than one Health Plan, one plan will be considered primary. The primary plan pays benefits first as though there were no other coverage. The benefits of secondary and tertiary plan(s) are determined after those of the primary plan. Secondary and tertiary plan benefits may be reduced by the primary plan's benefit and capped at the primary plan's maximum allowed amount. To the extent required by law, when a Member is covered by more than one Health Plan, payments made by the primary plan, payments made by the Member, and payments made from a health savings account or similar fund for benefits covered under the secondary plan will be credited toward the deductible of the secondary plan.

### ***For New Hampshire Plans Only:***

Insurance with Other Insurers: If there be other valid coverage, not with this insurer, providing benefits for the same loss on a provision-of-service basis or an expense-incurred basis, payment shall not be prorated or reduced. In such a case, the insured shall be entitled to payment from both insurers. Provided, however, that the provisions of this subparagraph shall not prohibit the issuance of a "benefits deductible" on policies determined by the insurance commissioner as major medical policies. The term "benefits deductible" as used herein means the value of any benefits provided on an expense-incurred basis which are provided with respect to covered medical expenses by any other hospital, surgical or medical insurance policy or hospital or medical service subscriber contract or medical practice or other prepayment plan, or any other plan or program whether on an insured or uninsured basis. Provided, however, that the term "benefits deductible" shall not mean the value of



benefits provided with respect to medical or liability insurance offered under either a general liability insurance policy or an auto insurance policy.

You will not be permitted to duplicate recovery for the same service. This section does not provide coverage for any service or supply that is not expressly covered under the terms of your MBA, nor increase the level of coverage provided.

If you have coverage under another health plan, you are not permitted to enroll in this Plan. When you apply for coverage under this Plan, you must disclose the other coverage in your *Application*. Failure to disclose other coverage in your *Application* will subject your coverage under this Plan to termination as indicated in your Member Benefit Agreement.

Community Health Options reserves all of its rights in the event you fail to disclose other coverage. In the event that you are covered under more than one plan issued by Community Health Options, you will be limited to one plan chosen by you, and we will refund Premiums for the other plan(s).

If you are eligible for Medicare Part A, you must contact Member Services and let us know.

When a third party is legally responsible for your injury or illness, you may be entitled to payment from a claim or legal action against that party or another party. When we provide Benefits for treatment of such injury or illness, we have the right to recover from any such payment (whether or not such payment is for medical expenses) up to 100% of the Benefit we paid.