

HB1168_L.005

HOUSE COMMITTEE OF REFERENCE REPORT

 Chairman of Committee

 Date
Committee on Judiciary.

After consideration on the merits, the Committee recommends the following:

HB10-1168 be amended as follows:

- 1 Amend proposed committee amendment (HB1168_L.001), page 3, strike
2 lines 7 through 9 and substitute "OF BENEFITS."
- 3 Page 3, line 29, strike "PARTY." and substitute "PARTY, AND ANY
4 AMOUNTS RECOVERED BY SUCH INSURER SHALL NOT BE REDUCED
5 PURSUANT TO PARAGRAPH (c) OF THIS SUBSECTION (3)."
- 6 Page 3, line 34, strike "PLAN." and substitute "PLAN OR, FOR HEALTH CARE
7 SERVICES PROVIDED ON A CAPITATED BASIS, THE AMOUNT EQUAL TO
8 EIGHTY PERCENT OF THE USUAL AND CUSTOMARY CHARGE FOR THE SAME
9 SERVICES BY HEALTH CARE PROVIDERS THAT PROVIDE HEALTH CARE
10 SERVICES ON A NONCAPITATED BASIS IN THE GEOGRAPHIC REGION IN
11 WHICH THE SERVICES ARE RENDERED."
- 12 Page 4, after line 6 insert:
- 13 "(d) (I) IF THE INJURED PARTY MAKES A RECOVERY OF AN AMOUNT
14 THAT IS LESS THAN THE TOTAL AMOUNT OF COVERAGE AVAILABLE UNDER
15 ANY THIRD-PARTY LIABILITY INSURANCE POLICY OR UNINSURED OR
16 UNDERINSURED MOTORIST COVERAGE PURSUANT TO SECTION 10-4-609,
17 THERE IS A REBUTTABLE PRESUMPTION THAT THE INJURED PARTY HAS
18 BEEN FULLY COMPENSATED. IF THE INJURED PARTY MAKES A RECOVERY
19 OF AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF COVERAGE AVAILABLE
20 UNDER ALL THIRD-PARTY LIABILITY INSURANCE POLICIES AND UNINSURED
21 OR UNDERINSURED MOTORIST COVERAGES, THERE IS A REBUTTABLE
22 PRESUMPTION THAT THE INJURED PARTY HAS NOT BEEN FULLY



1 COMPENSATED.

2 (II) IF THE INJURED PARTY OBTAINS A JUDGMENT, THE AMOUNT OF
3 THE JUDGMENT IS PRESUMED TO BE THE AMOUNT NECESSARY TO FULLY
4 COMPENSATE THE INJURED PARTY."

5 Page 4, strike lines 13 through 16 and substitute:

6 "(II) IF THE INJURED PARTY OBTAINS A RECOVERY THAT IS LESS
7 THAN THE SUM OF ALL DAMAGES INCURRED BY THE INJURED PARTY AND
8 INTENDS TO ENFORCE THE REQUIREMENTS OF SUBSECTION (3) OF THIS
9 SECTION, THE INJURED PARTY SHALL NOTIFY THE PAYER OF BENEFITS
10 WITHIN SIXTY DAYS OF RECEIPT OF EACH RECOVERY. THE NOTICE SHALL
11 INCLUDE THE TOTAL AMOUNT AND SOURCE OF THE RECOVERY; THE
12 COVERAGE LIMITS APPLICABLE TO ANY AVAILABLE INSURANCE POLICY,
13 CONTRACT, OR BENEFIT PLAN; AND THE AMOUNT OF ANY COSTS CHARGED
14 TO THE INJURED PARTY. IF RECOVERY WAS OBTAINED THROUGH A
15 SETTLEMENT AGREEMENT THAT CONTAINS A CONFIDENTIALITY PROVISION
16 THAT AFFECTS THE INFORMATION REQUIRED BY THIS SUBPARAGRAPH (II),
17 THE CONFIDENTIALITY PROVISION IS UNENFORCEABLE AS TO THE
18 DISCLOSURE OF THE REQUIRED INFORMATION.

19 (III) IF THE PAYER OF BENEFITS DISPUTES THAT THE INJURED
20 PARTY'S RECOVERY IS LESS THAN THE SUM OF ALL DAMAGES INCURRED BY
21 THE INJURED PARTY, THE DISPUTE SHALL BE RESOLVED BY".

22 Page 4, line 21, strike "THE INJURED PARTY" and substitute "RECEIPT OF
23 ANY NOTICE UNDER SUBPARAGRAPH (II) OF THIS PARAGRAPH (a).".

24 Page 4, strike lines 22 and 23.

25 Page 4, line 24, strike "(III)" and substitute "(IV)".

26 Page 4, line 33, strike "(III)" and substitute "(IV)".

27 Page 6, line 29, after "CARRIERS" insert "OR SELF-INSURED EMPLOYERS".

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