



**RIDER
TO EMPIRE HEALTHCHOICE HMO, INC.
CONTRACT OR CERTIFICATE**

This rider changes coverage under the Empire HealthChoice HMO, Inc. Contract or Certificate to which it is attached and adds the following:

Subrogation

1. In the event that you suffer an injury or illness for which another party may be responsible, such as someone injuring you in an accident or due to medical malpractice, and we pay or provide benefits as a result of that injury or illness, we will be subrogated and succeed to your right of recovery against the party responsible for your illness or injury to the extent of the benefits we have paid or for the reasonable value of the services provided under your health care plan (the “benefits”). This means that we have the right independently of you, to proceed against the party responsible for your injury or illness to recover the benefits we have paid or provided.
2. In addition, we are also entitled to be reimbursed for the benefits we have paid or provided from a settlement or a judgment you receive from the party responsible for your illness or injury to the extent the settlement or judgment received from a third party specifically identifies or allocates monetary sums directly attributable to expenses for which we paid or provided benefits.
3. **Duty to Cooperate with Us – Possible Penalties for Failure to Cooperate.** You must cooperate with us in proceeding against the party responsible for your illness or injury to recover the benefits we have paid or provided. We will pay all expenses associated with a legal action instituted by us.

If you fail to cooperate with us in an action we bring against the party responsible for your illness or injury to recover the benefits we have paid or provided, the following penalty will apply: You will be responsible to repay to us the amount of the benefits we have paid or provided. We agree to invoke this penalty only when your illness or injury caused by the third party results in our expenditure on your behalf of an amount exceeding \$500 under this coverage.

4. **Other Provisions.** All of the terms, conditions and limitations of your Empire HealthChoice HMO, Inc. Contract or Certificate to which this Rider is attached also apply to this Rider, except where specifically changed by this Rider.

Seth Truwit
Corporate Secretary

Michael A. Stocker, M.D.
President and
Chief Executive Officer