

{I}--FINDS--THAT--THE--AMOUNTS--WHICH--CAN--BE
 ASSESSED--UNDER--THIS--SUBTITLE--ARE--LESS--THAN--THE--AMOUNTS
 NEEDED---TO--ASSURE--FULL--AND--PROMPT--PERFORMANCE--OF--THE
 INSOLVENT--INSURER'S--CONTRACTUAL--OBLIGATIONS,--OR--THAT--THE
 ECONOMIC--OR--FINANCIAL--CONDITIONS--AS--THEY--AFFECT--MEMBER
 INSURERS--ARE--SUFFICIENTLY--ADVERSE--TO--RENDER--THE--IMPOSITION
 OF--POLICY--OR--CONTRACT--LIENS,--TO--BE--IN--THE--PUBLIC--INTEREST,
 AND

{II}--APPROVES--THE--SPECIFIC--POLICY--LIENS--OR
 CONTRACT--LIENS--TO--BE--USED.

{2}--BEFORE--BEING--OBLIGATED--UNDER--SUBSECTIONS
 {B},--AND--{C},--THE--ASSOCIATION--MAY--REQUEST--THAT--THERE--BE
 IMPOSED--TEMPORARY--MORATORIUMS--OR--LIENS--ON--PAYMENTS--OF--CASH
 VALUES--AND--POLICY--LOANS--IN--ADDITION--TO--ANY--CONTRACTUAL
 PROVISIONS--FOR--DEFERRAL--OF--CASH--OR--POLICY--LOAN--VALUES,---THE
 TEMPORARY--MORATORIUMS--AND--LIENS--MAY--BE--IMPOSED--IF--THEY--ARE
 APPROVED--BY--THE--COURT.

{E}--IF--THE--ASSOCIATION--FAILS--TO---ACT---WITHIN---A
 REASONABLE--PERIOD--OF--TIME--AS--PROVIDED--IN--SUBSECTIONS--(B)--AND
 (C)--OF--THIS--SECTION,--THE--COMMISSIONER--HAS--THE--POWERS--AND
 DUTIES--OF--THE--ASSOCIATION--UNDER--THIS--SUBTITLE--WITH--RESPECT
 TO--INSOLVENT--INSURERS.

{F}--UPON--THE--COMMISSIONER'S--REQUEST,--THE--ASSOCIATION--MAY
 RENDER--ASSISTANCE--AND--ADVICE--TO--THE--COMMISSIONER--CONCERNING
 REHABILITATION,--PAYMENT--OF--CLAIMS,--CONTINUANCE--OF--COVERAGE,
 OR--THE--PERFORMANCE--OF--OTHER--CONTRACTUAL--OBLIGATIONS--OF--ANY
 IMPAIRED--OR--INSOLVENT--INSURER.

{G}--(1)--THE--ASSOCIATION--HAS--STANDING--TO--APPEAR--BEFORE
 ANY--COURT--IN--THIS--STATE--WITH--JURISDICTION--OVER--AN--IMPAIRED
 OR--INSOLVENT--INSURER--CONCERNING--WHICH--THE--ASSOCIATION--IS--OR
 MAY--BECOME--OBLIGATED--UNDER--THIS--SUBTITLE.

{2}--THIS--STANDING--EXTENDS--TO--ALL--MATTERS--GERMANE
 TO--THE--POWERS--AND--DUTIES--OF--THE--ASSOCIATION,--INCLUDING,--BUT
 NOT--LIMITED--TO,--PROPOSALS--FOR--REINSURING--OR--GUARANTEEING--THE
 COVERED--POLICIES--OF--THE--IMPAIRED--OR--INSOLVENT--INSURER--AND
 THE--DETERMINATION--OF--THE--COVERED--POLICIES--AND--CONTRACTUAL
 OBLIGATIONS.

{H}--(1)--ANY--PERSON--RECEIVING--BENEFITS--UNDER---THIS
 SUBTITLE--SHALL--BE--CONSIDERED--TO--HAVE--ASSIGNED--THE--RIGHTS
 UNDER--THE--COVERED--POLICY--TO--THE--ASSOCIATION--TO--THE--EXTENT--OF
 THE--BENEFITS--RECEIVED--BECAUSE--OF--THIS--SUBTITLE--WHETHER--THE
 BENEFITS---ARE---PAYMENTS---OF---CONTRACTUAL--OBLIGATIONS--OR
 CONTINUATION--OF--COVERAGE,--THE--ASSOCIATION--MAY--REQUIRE--AN
 ASSIGNMENT--TO--IT--OF--THESE--RIGHTS--BY--ANY--PAYEE,--POLICY--OR
 CONTRACT--OWNER,--BENEFICIARY,--INSURED,--OR--ANNUITANT--AS--A
 CONDITION--PRECEDENT--TO--THE--RECEIPT--OF--ANY--RIGHTS--OR--BENEFITS
 CONFERRED---BY---THIS---SUBTITLE---UPON---THAT---PERSON,---THE
 ASSOCIATION--SHALL--BE--SUBROGATED--TO--THESE--RIGHTS--AGAINST--THE
 ASSETS--OF--ANY--INSOLVENT--INSURER.