

(2) Provides that the assignment or transfer or the creation, attachment, perfection, or enforcement of a security interest may give rise to a default, breach, right of recoupment, claim, defense, termination, right of termination, or remedy under the account or chattel paper.

(g) Subject to subsection (h), an account debtor may not waive or vary its option under subsection (b)(3).

(h) This section is subject to law other than this title which establishes a different rule for an account debtor who is an individual and who incurred the obligation primarily for personal, family, or household purposes.

(i) This section does not apply to an assignment of a health-care-insurance receivable.

(j) (1) [This section prevails over any inconsistent statute of this State.] EXCEPT AS PROVIDED IN PARAGRAPH (2), THIS SECTION PREVAILS OVER ANY INCONSISTENT STATUTE OF THIS STATE, UNLESS THE PROVISION IS CONTAINED IN A STATUTE OF THIS STATE, REFERS EXPRESSLY TO THIS SECTION, AND STATES THAT THE PROVISION PREVAILS OVER THIS SECTION.

(2) SUBSECTIONS (D) AND (F) DO NOT APPLY TO:

(A) A CLAIM OR RIGHT TO RECEIVE AMOUNTS UNDER A WORKERS' COMPENSATION ACT AS COMPENSATION FOR AN ACCIDENTAL INJURY OR AN OCCUPATIONAL DISEASE;

(B) A CLAIM OR RIGHT TO RECEIVE AMOUNTS, WHETHER BY SUIT OR AGREEMENT AND WHETHER AS LUMP SUMS OR AS PERIODIC PAYMENTS, FOR DAMAGES ARISING FROM PERSONAL INJURIES; AND

(C) A CLAIM OR RIGHT TO RECEIVE BENEFITS FROM A SPECIAL NEEDS TRUST DESCRIBED IN 42 U.S.C. § 1396P(D)(4), AS AMENDED FROM TIME TO TIME.

9-408.

(a) Except as otherwise provided in subsection (b), a term in a promissory note or in an agreement between an account debtor and a debtor which relates to a health-care-insurance receivable or a general intangible, including a contract, permit, license, or franchise, and which term prohibits, restricts, or requires the consent of the person obligated on the promissory note or the account debtor to, the assignment or transfer of, or creation, attachment, or perfection of a security interest in, the promissory note, health-care-insurance receivable, or general intangible, is ineffective to the extent that the term:

(1) Would impair the creation, attachment, or perfection of a security interest; or

(2) Provides that the assignment or transfer or the creation, attachment, or perfection of the security interest may give rise to a default, breach, right of