Michigan Supreme Court
Lansing, Michigan 48909

Opinion

FILED SEPTEMBER 29, 1993

GAIL PROFIT, As Guardian and Conservator of the Estate of GEORGE YANCEY, JR.,

Plaintiff-Appellee,

v No. 90904

CITIZENS INSURANCE COMPANY OF AMERICA,

Defendant-Appellant.

BEFORE THE ENTIRE BENCH

LEVIN, J.

The no-fault automobile liability act provides, in § 3109(1) of the Insurance Code, that benefits provided by a state or the federal government "shall be subtracted" from no-fault benefits payable for medical expense and work loss.[1] The act also provides, in § 3109a, that a no-fault insurer

---

[1]MCL 500.3109(1); MSA 24.13109(1) provides in part:

> "Benefits provided or required to be provided under the laws of any state or the federal government shall be subtracted from the personal protection insurance benefits otherwise payable for the injury."

Personal protection insurance benefits include benefits for medical expense and work loss (MCL 500.3107; MSA 24.13107).

shall offer, at appropriately reduced premium rates, deductibles and exclusions related to other "health and accident coverage" of the insured.[2]

A policy of no-fault insurance issued by Citizens Insurance Company of America to George Yancey, Jr., provided for coordination, at a reduced premium, of no-fault medical expense benefits with "other health coverage" of Yancey, but did not provide for coordination of no-fault work loss benefits with "other accident coverage" of Yancey.

Yancey was seriously injured in an automobile accident. Citizens paid work loss benefits less social security disability benefits. Gail Profit, Yancey's guardian, commenced this action against Citizens claiming that, because Yancey did not elect to coordinate work loss benefits with other accident coverage, Citizens should not have reduced the work loss benefits by social security disability benefits paid by the federal government.

The question presented is whether social security disability benefits are to be subtracted by an automobile no-fault insurer from the amount otherwise payable for work loss where the policy of insurance specifically provides that the work loss benefit and other accident coverage are not coordinated, and thus the insured paid a higher premium than

---

[2]MCL 500.3109a; MSA 24.13109(1) provides in part:

> "An insurer providing personal protection insurance benefits shall offer, at appropriately reduced premium rates, deductibles and exclusions reasonably related to other health and accident coverage on the insured."

would have been payable had he been offered an opportunity and had elected to coordinate. We hold that social security disability benefits should be subtracted.

I

Profit contends, and the circuit judge and the Court of Appeals agreed, that work loss benefits should not be reduced by social security disability benefits. The Court of Appeals said that while it found Citizens' "arguments to be strong and persuasive," Citizens' position was rejected in LeBlanc v State Farm Mut Automobile Ins Co, 410 Mich 173; 301 NW2d 775 (1981), and Tatum v Government Employees Ins Co, 431 Mich 663; 431 NW2d 391 (1988). The Court of Appeals "reluctantly" followed Tatum.[3]

In LeBlanc, this Court held that a no-fault insurer could not subtract Medicare benefits from no-fault medical expense benefits where the insured had not elected to coordinate medical expense with "other health coverage." In Tatum, this Court held that medical benefits paid by the federal government to or for a member of the armed forces for injuries suffered in an automobile accident could not be subtracted by an insurer from no-fault medical expense benefits where the insured had not elected to coordinate no-fault medical expense benefits with "other health coverage."

II

Citizens and amici curiae ask that LeBlanc and Tatum be overruled.

---

[3]187 Mich App 55, 61-62; 466 NW2d 354 (1991).

The Congress eliminated the operative effect of LeBlanc by enacting that Medicare is secondary to automobile insurance where coverage under such insurance is available.[4] Tatum, nevertheless, relied on LeBlanc. In Tatum, like LeBlanc, the insured was not offered and did not elect to coordinate no-fault medical expense benefits with other health coverage.

A

We agree with Citizens that this Court may very well have erred in LeBlanc[5] in equating benefits provided under a policy of insurance written by a private insurer such as Blue Cross-Blue Shield of Michigan, the paradigm "other health coverage," with benefits provided under a mandatory federal entitlement program (Medicare), generally providing benefits to all persons over sixty-five, largely paid for by taxes levied on all wage earners. It does not, however, follow that Tatum should now be overruled.

B

In Tatum, this Court observed that the benefits provided under military medical coverage are "similar" to those provided by a policy issued by BCBSM, and that BCBSM coverage "when provided through one's employer, can parallel that which

---

[4]See Omnibus Budget Reconciliation Act of 1980, 42 USC 1395 (b). The 1980 legislation was not in issue in LeBlanc.

[5]We do not, however, overrule LeBlanc. The rights of injured persons, and the obligations of insurers, that were not affected by the legislation referred to in the preceding footnote, are not affected by today's decision.

is provided to active military personnel by the federal government. . . ."[6] (Emphasis added.) This Court continued:

> "We can perceive no rational basis for concluding that military medical benefits, which essentially serve the same purpose as Blue Cross-Blue Shield and Medicare benefits, are not 'health and accident coverage' within the meaning of §3109a."[7]

There is no need in the instant case to reconsider Tatum, nor would it be appropriate to do so:

- Social security disability benefits are not medical benefits and do not "serve the same purpose as Blue Cross-Blue Shield and Medicare benefits;"[8]
- Yancey was not an employee of the federal government;
- For reasons set forth in part III, social security disability benefits are benefits provided under federal law, within the meaning of § 3109(1), and are not 'other health and accident coverage" within the meaning of § 3109a.

III

The record does not indicate that social security disability benefits are "similar"[9] to those provided by policies of insurance issued by private insurers who provide accident coverage that is generally available to and purchased

---

[6]Id., p 670.

[7]Id.

[8]Id.

[9]Id.

by employers for their employees or by the employees themselves.

In all events, social security disability benefits are provided as part of a mandatory, comprehensive social welfare entitlement program generally providing benefits to all persons who have been wage earners, and dependents of such persons, largely paid for by taxes levied on all wage earners. With few exceptions, no employer, no employee, can lawfully avoid paying social security taxes and participating in this social welfare program.

The term "other accident coverage," like the term "other health coverage," does not—now that LeBlanc has, to that extent, been disapproved—include benefits payable under such a program.[10] Accordingly, although Yancey purchased a policy of no-fault insurance that was not coordinated for work loss benefits, and paid a somewhat higher premium than if the policy had been so coordinated, social security disability benefits, because they are "[b]enefits provided or required to be provided under the laws" of the federal government, "shall be subtracted" from work loss benefits otherwise payable for an automobile injury.

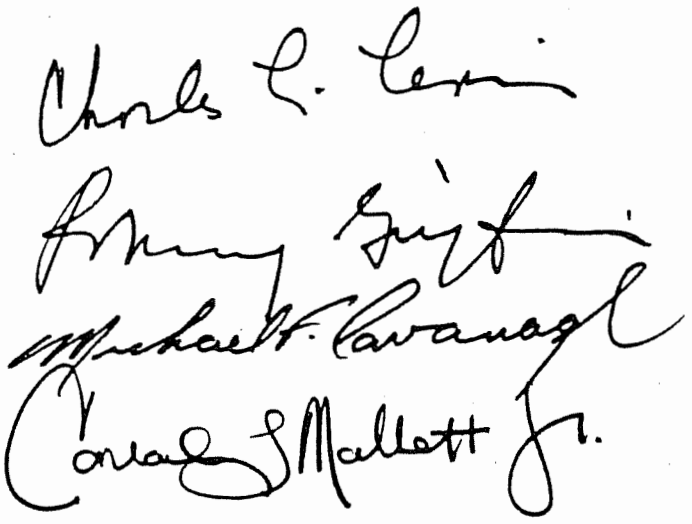
In so holding, we follow O'Donnell v State Farm Mutual Automobile Ins Co, 404 Mich 524; 273 NW2d 829 (1979), in which this Court held that social security survivors' benefits are

---

[10]But see n 5.

required to be subtracted,[11] Thompson v Detroit Automobile Inter-Insurance Exchange, 418 Mich 610; 344 NW2d 764 (1984), in which this Court held that social security disability benefits paid to dependents of an injured wage earner are required to be subtracted, and Mathis v Interstate Motor Freight System, 408 Mich 164; 289 NW2d 708 (1980), in which this court held that workers' compensation benefits are required to be subtracted from no-fault work loss benefits otherwise payable for an automobile injury.

Reversed.



[11]But see Jarosz v DAIIE, 418 Mich 565; 345 NW2d 563 (1984), in which this Court held that social security old-age benefits are not required to be subtracted.

S T A T E O F M I C H I G A N

SUPREME COURT

GAIL PROFIT, As Guardian and Conservator of the Estate of GEORGE YANCEY, JR.,

Plaintiff-Appellee,

v No. 90904

CITIZENS INSURANCE COMPANY OF AMERICA,

Defendant-Appellant.

BOYLE, J. (concurring in part and dissenting in part).

We write separately to express the view that it is long past time both to limit LeBlanc v State Farm Mutual Automobile Ins Co, 410 Mich 173; 301 NW2d 775 (1981), and to acknowledge that the hybrid benefit theory we endorsed in Tatum v Government Employees Ins Co, 431 Mich 663; 431 NW2d 391 (1988), was an ill-considered attempt to avoid such limitation.[1] Because the majority opinions fail to provide a basis for distinguishing between benefits "provided or required to be provided" pursuant to state or federal law and

---

[1]We would disavow the rationale of LeBlanc, and would prospectively overrule Tatum.

"other health and accident coverage" that a prospective insured must be given the option to coordinate, we dissent.

The majority opinions not only fail to extricate us from more than a decade of litigation regarding the interpretation of § 3109(1) and § 3109a of the no-fault act, but the various rationales advanced will encourage new rounds of litigation continuing the trend of shifting the risks of medical treatment from health insurers to no-fault insurers.[2] The no-fault insurers simply have not undertaken those risks, and to place them on the no-fault insurers works to the detriment of all. We believe that continued ad hoc resolution of these issues can only lead to further social and judicial costs.

I

The majority does not adequately define the difference between benefits required by law, therefore subject to automatic set off under § 3109(1), and "other health and accident coverage" to be coordinated pursuant to § 3109a. Section 3109(1) provides an offset to no-fault insurers for "[b]enefits provided or required to be provided under the laws of any state or the federal government . . . ." (Emphasis added.) This provision focuses on whether benefits are provided pursuant to state or federal law rather than on who pays the benefits. When no such law directs payment of benefits, benefits owed to the insured, even if paid by a

---

[2]The shift occurs despite our holding in Federal Kemper Ins Co, Inc v Health Ins Admin, Inc, 424 Mich 537; 383 NW2d 590 (1986), that when an insured opts to coordinate health care coverage with no-fault coverage, pursuant to MCL 500.3109a; MSA 24.13109(1), the health care insurer or provider is primarily liable for the payment of medical care benefits.

governmental entity, are not to be automatically subtracted, but must be coordinated under § 3109a.

Although holding that social security disability benefit payments are to be subtracted from no-fault work loss benefits, the majority, in dicta, differentiates between benefits provided under a mandatory federal entitlement providing benefits to "all persons . . . paid for by taxes levied on all wage earners," slip op at 6, and health and accident coverage provided as a fringe benefit of employment, whether private or governmental.

The majority converts § 3109(1) "benefits" into the § 3109a question of "coverage" by concluding that because the insured had a coordinated policy, health care coverage "in consequence of his employment" in the military forces is primary. Owens v ACIA, 444 Mich ___, ___; ___ NW2d ___ (1993) [slip op at 4]. The majority opinion does not address the question what benefits are provided or required to be provided under state or federal law, § 3109(1). Rather, in Owens, the opinion simply concludes that to the extent that appropriate medical services are provided by the military or Veterans Administration they are "other health coverage" under § 3109a.

Moreover, despite our previous holding that "benefits" are to be determined as a matter of law under the no-fault statute, not the insurance policy, Rohlman v Hawkeye-Security Ins Co, 442 Mich 520; 502 NW2d 310 (1993), the majority suggests further, in Owens, slip op at 6-7, n 6, that the term "benefits payable" is the "functional[] equivalent" of "required to be provided" in § 3109(1), thus borrowing its

analysis in Tousignant v Allstate Ins Co, 444 Mich ___; ___ NW2d ___ (1993) [slip op at 11-12], that the appropriate examination determines whether the policy covered benefits "paid, payable or required to be provided." Thus, the majority looks first to the policies in Profit and Owens to determine whether they were coordinated, instead of examining the benefits under § 3109(1) to determine whether they were provided pursuant to the law of a state or the federal government.

The methodology is proof of the adage that in judicial opinions, the rationale, not the result, is everything. Thus, without adequate reasoning, in Owens the majority essentially finds that medical services provided by the United States military or the Veterans Administration is "other health and accident coverage" under § 3109a and duplicative payments are available where coverage is uncoordinated; and it suggests in Profit that § 3109(1) benefits are only those provided under a "mandatory federal entitlement program . . . largely paid for by taxes levied on all wage earners." Slip op at 4.

Further illustrating that the rationale is more important than the result, the majority in part III of the Owens opinion also repudiates the Jarosz[3] test by turning the distinction between benefits and other health or accident coverage into issues of functional equivalence. See Owens, slip op at 7-10. Thus, where the issues are essentially the same, and a choice is made to coordinate, § 3109(1) need not be considered. The corollary is that when the issues are the

---

[3]Jarosz v DAIIE, 418 Mich 565; 345 NW2d 563 (1984).

same, and the insured has purchased uncoordinated protection pursuant to § 3109a, the no-fault insurer must replicate benefits despite the Legislature's intent.

Finally, the majority also invites future distinction under § 3109a between those who are insurers of health care and those who are insurers and providers, suggesting that insurers who are providers may not fall within the phrase "health care coverage."[4] Interpreting § 3109a and the policy to cover benefits "paid, payable or required to be provided," the majority concludes that services provided are "benefits" required to be provided to the insured. Thus, the majority transfers "benefits" and "required to be provided" from § 3109(1) to § 3109a, suggesting that service in kind is not a "benefit" under § 3109. Services are not "benefits" under § 3109(1) even if required by law to be provided, and services may not be "coverage" under § 3109a if privately provided.

We agree with the result in both Tousignant and Profit, and disagree with the result in Owens. However, our concern is that the rationale of the opinions will perpetuate litigation regarding the scope of no-fault coverage, the conditions under which coordination might be appropriate, and the extent to which § 3109(1) has any continued viability. This could be avoided by properly distinguishing between § 3109(1) and § 3109a.

---

[4]It should also be noted that as in Owens, Justice Levin suggests in Tousignant, slip op at 8, that there is a distinction between an insurer and a health care provider, suggesting there is a distinction for purposes of § 3109a between the provision of services and the payment of bills.

II. Profit v Citizens Insurance

The goal of the no-fault insurance system was to provide victims of motor vehicle accidents assured, adequate, and prompt reparation for certain economic losses. By making no-fault insurance coverage mandatory, MCL 500.3101; MSA 24.13101, the Legislature ensured that victims of automobile accidents would be recompensed for injuries sustained in motor vehicle accidents.

However, because the system was mandatory, it was imperative to contain costs so that vehicle owners or registrants could afford to purchase insurance policies.[5] Therefore, the Legislature mandated subtraction of "[b]enefits provided or required to be provided under the laws of any state or the federal government . . . from the personal protection insurance benefits otherwise payable for the injury." MCL 500.3109(1); MSA 24.13109(1). The insurer remains primarily liable for the personal protection benefits, but it may reduce the extent of its liability where the laws of any state or the federal government mandate that a benefit be provided as a result of the injury.[6]

As originally enacted, the act did not contain a mechanism by which those who were already covered under a

---

[5] O'Donnell v State Farm Mutual Automobile Ins Co, 404 Mich 524, 547-548; 273 NW2d 829 (1979).

[6] The mandatory subtraction of benefits "provided or required to be provided" pursuant to state or federal law allows insurers to anticipate the risk being secured. If state or federal law provides that the benefit is to be provided by a source other than the no-fault insurer, the no-fault insurer is not securing that risk and can reduce the basic no-fault premium accordingly.

health and accident insurance policy could coordinate coverage with no-fault personal protection insurance. State or federal law does not currently mandate that "other health and accident coverage" be purchased by or for anyone.[7] The Legislature did, however, recognize that in many instances owners and registrants of motor vehicles in Michigan were also covered by other health and accident insurance.

> [A]uto insurance premiums have not been reduced as some persons had anticipated. Many believe the average driver is overbuying in regards to accident and medical insurance since no-fault coverage overlaps with portions of the medical coverage offered by the private accident and health insurers and the group plans of Blue Cross and Blue Shield. Some persons claim Michigan residents should not be required to pay for this duplicate coverage and that automobile insurers should offer deductions and exclusions at reduced premiums to those who pay for similar coverage under other health and accident plans. Further, many contend this elimination of duplicate coverage by the no-fault insurers would result in a substantial savings to Michigan drivers. [House Legislative Analysis, HB 5724, February 27, 1974.]

Two years after the advent of mandatory no-fault, the Legislature amended the no-fault act to provide that "[a]n insurer providing personal protection insurance benefits shall offer, at appropriately reduced premium rates, deductibles and exclusions reasonably related to other health and accident coverage on the insured." MCL 500.3109a; MSA 24.13109(1). Under § 3109a, an insured may opt to coordinate insurance coverage, making the health and accident insurer primarily liable for medical coverage in the event of an automobile

---

[7]The majority would arguably pave the way for circumvention of the mandatory setoff were the federal government to mandate health insurance coverage for all. That possibility counsels restraint.

accident. This is in direct contrast to mandatory subtraction of benefits received or to be received from another source pursuant to state or federal law from the insurer's liability for those benefits. Because coverage is coordinated, the no-fault insurer is simply not liable for any medical expense benefit payments until the benefits under the "other health or accident coverage" have been exhausted.

It is undisputed that savings on basic no-fault insurance premiums was a goal of the original no-fault act and was to be accomplished through the mandatory setoff of duplicative benefits provided by government pursuant to state or federal law under § 3109(1). In enacting § 3109a, the Legislature anticipated that further savings would be effected on an individual basis. Duplicative insurance coverage would be avoided at the option of the insured, and insurance premiums would be reduced to reflect this choice. Moreover, § 3109a allows consumers who require more insurance the flexibility to arrange for it by opting not to coordinate coverage and paying the higher premium.

Therefore, contrary to the rationale advanced by the majority, separate purposes are served by §§ 3109(1) and 3109a. We erred when we held that the Legislature intended to include benefits required to be provided by law under the umbrella of other health and accident coverage, and that error, compounded by today's majority, further undermines the purpose of § 3109(1), cost containment.[8]

---

[8]We note parenthetically that the Legislature has recently amended § 3109a. 1993 PA 143. The amendment does (continued...)

Under § 3109(1) the court must first determine whether other benefits available to the insured were provided or required to be provided pursuant to state or federal law. If state or federal law mandates provision, the benefits

> must be deducted from no-fault benefits under § 3109(1) if they:
>
> 1) Serve the same purpose as the no-fault benefits, and
>
> 2) Are provided or are required to be provided as a result of the same accident. [Jarosz v DAIIE, 418 Mich 565, 577; 345 NW2d 563 (1984).]

It is undisputed that federal law mandates that social security disability benefits be "provided." See 42 USC 423. It is also undisputed that plaintiff has been receiving social security disability benefits. Furthermore, the benefits serve the same purpose as no-fault work loss benefits and are provided as a result of the same accident. See Thompson v DAIIE, 418 Mich 610, 625; 344 NW2d 764 (1984) (Ryan, J. concurring) ("[T]he no-fault work loss benefits and the social security disability payments are both intended to relieve [the

---

[8](...continued)
not disturb the "benefits provided or required to be provided" language in § 3109(1). It explicitly provides that Medicare and Medicaid are "not considered other health and accident coverage for purposes of this section:"

> Coverage under title XVIII of the social security act, chapter 531, 49 Stat. 620, 42 U.S.C 1395 to 1395b, 1395b-2, 1395c to 1395i, 1395i-2 to 1395i-4, 1395j to 1395t, 1395u to 1395w-2, 1395w-4 to 1395ccc, or title XIX of the social security act, chapter 531, 49 Stat. 620, 42 U.S.C. 1396 to 1396f and 1395i to 1395u, or coverage pursuant to a medicare supplemental policy or certificate or a contract issued by a health maintenance organization to an individual eligible for medicare is not considered other health and accident coverage for purposes of this section. [MCL 500.3109a(3); MSA 24.13109(1)(3).]

disabled person] and his family of the economic hardship which would result from his inability because of his injuries to earn wages to support himself and his family").

Thus, we agree that pursuant to § 3109(1) the insurer must subtract social security disability benefits received by plaintiff from the work loss benefits otherwise payable, not because social security is a mandatory entitlement program paid for by "taxes levied on all wage earners," slip op at 6, but because the benefit is provided pursuant to federal law and meets the Jarosz test.

III. Owens v ACIA

Under § 3109(1), the ACIA is liable for plaintiff's medical benefits but may reduce its liability to the extent that, in this instance, federal law requires that the medical benefit be provided by another source. It is undisputed that federal law requires that veterans are entitled to treatment at a Veterans Administration facility. 38 USC 1710.

The medical care provided by the Veterans Administration serves the same purpose as the no-fault medical benefit—treatment of injury received in an automobile accident. In addition, VA medical care was received as a result of the same accident for which no-fault medical benefits are sought.

Therefore, if treatment was directly available at a VA facility, the ACIA may subtract the value of that treatment from the medical benefits it would otherwise be liable to pay to Owens, not because the medical care was "health care coverage" Owens, slip op at 6, but because it is a benefit

provided pursuant to federal law and meets the Jarosz test.[9]

If medical care is not available at a VA facility, federal law allows the VA to contract for medical care in a private facility. 38 USC 1703.[10] However, because contract care is at the discretion of the Secretary of Veteran Affairs, we would hold that it is not "required to be provided" within the meaning of § 3109(1). Contract care need not be subtracted from medical expense benefits otherwise payable unless the secretary has exercised discretion and authorized the care, and the insured has opted not to be treated at the authorized contract facility. Under these circumstances, the no-fault insured's efforts to obtain the benefit become relevant. At a minimum, the insured must ask the government to exercise its discretion and award the benefit. If the

---

[9]The ACIA argues that a genuine issue of material fact exists regarding the availability of direct treatment for Owens at a VA facility. We agree. Further factual development regarding the location of VA facilities (if any) that could provide the treatment that Owens required is possible. Thus, we would remand for a trial to determine whether treatment could have been directly provided at a VA facility.

[10]38 USC 1703(a) provides in pertinent part:

> (a) When Department facilities are not capable of furnishing economical hospital care or medical services because of geographical inaccessibility or are not capable of furnishing the care or services required, the Secretary . . . may contract with non-Department facilities in order to furnish any of the following:
>
> (1) Hospital care or medical services to a veteran for the treatment of—
>
> (A) a service-connected disability;
>
> (B) a disability for which a veteran was discharged or released from the active military . . . ." [Emphasis added.]

secretary then decides not to contract for private medical care, the benefit is not "required to be provided" within the meaning of § 3109(1), and the no-fault insurer's liability for the medical expense benefit may not be reduced.[11]

Finally, because we agree that social security disability benefits are benefits that must be subtracted from the insurer's no-fault work loss benefits otherwise payable in Profit, we agree that they must also be subtracted from the ACIA's liability here.

We would also hold that the Veterans Administration disability benefits must be subtracted from work loss benefits the ACIA would otherwise pay. Veterans Administration disability benefits are provided pursuant to federal law. See 38 USC 1131. They are payable to a veteran who was disabled and discharged from service "[f]or disability resulting from personal injury suffered or disease contracted in [the] line of duty, or for aggravation of a preexisting injury suffered or disease contracted in [the] line of duty, in the active military . . . ." Id.[12] Furthermore, the VA disability benefits in this case were payable as a result of the same accident for which the no-fault work loss benefits are payable.

---

[11]We would also hold that a genuine issue of material fact exists regarding contract care available to Owens through the VA.

[12]In this regard they are akin to workers' compensation benefits payable to an injured worker to compensate the worker for decreased wage-earning capacity. Workers' compensation benefits payable must be set off from automobile no-fault work loss benefits. See Perez v State Farm Mutual Automobile Ins Co, 418 Mich 634; 344 NW2d 773 (1984); Mathis v Interstate Motor Freight System, 408 Mich 164; 289 NW2d 708 (1980).

IV. Tousignant v Allstate

The majority also introduces the notion that the insured must make "reasonable efforts to obtain" payment or treatment from the health care provider before turning to the no-fault insurer for payment of medical expenses. Slip op at 11-12, citing Perez v State Farm Mutual Automobile Ins Co, 418 Mich 634; 344 NW2d 773 (1984). We would hold that where an insured has opted to coordinate coverage pursuant to § 3109a, the insured has contractually agreed first to seek benefits under the insured's preexisting health and accident coverage.

References to the "reasonable efforts" of the insured to obtain payment are, in this context, irrelevant, and will only increase uncertainty and add to litigation. Tousignant agreed to coordinate coverage pursuant to § 3109a. The no-fault policy expressly provides that if the insured coordinated coverage, then Allstate would

> "not be liable to the extent that any elements of loss covered under Personal Protection Insurance allowable expenses benefits are paid, payable, or required to be provided to . . . the named insured . . . under the provisions of any valid and collectible
>
> (a). individual, blanket or group accident disability or hospitalization insurance;
>
> (b). medical or surgical reimbursement plan . . . ." [Id., p 3, n 5.]

Thus, under the clear language of the policy, Allstate is simply not liable for medical expense benefits that should have been paid for or provided by another source. The policy does not require that the insured make reasonable efforts to obtain the benefit from the other source. Allstate's liability for medical expense benefits is premised on their

unavailability from other sources. If medical expense benefits were available to the insured under any other health care plan, Allstate need not pay for them; if they were not, Allstate must pay.

V

In sum, the majority opinions constitute another step in a process that undermines the legislative purpose of § 3109(1). By examining the insurance policy rather than the benefit at issue, restrictively defining benefit under § 3109(1), and treating the phrases as functional equivalents of each other, the majority opinions convert "benefits" that state or federal law mandate be provided, into "other health and accident coverage." Section 3109(1) allows no-fault insurers to subtract from benefits otherwise owed, those benefits provided or required to be provided pursuant to state or federal law. The focus of this provision is not on who pays the benefits. Rather, the focus is on whether the benefits are provided pursuant to law. Only benefits not provided pursuant to "the laws of any state or the federal government" are subject to coordination under § 3109a.