

SECTION [XXIII]

{Drafting Note: Insert the appropriate section number, following the order of provisions in the Table of Contents.}

Termination of Coverage

This [Contract; Policy] may be terminated as follows:

A. Automatic Termination of this [Contract; Policy].

This [Contract; Policy] shall automatically terminate

1. Upon Your death.
2. When You turn 65, Your coverage will end at the end of the month in which you turn 65 or become Medicare eligible.
3. When You become Medicaid eligible or enroll in the Medicaid Program, Your coverage will end at the end of the month in which you are determined to be Medicaid eligible.
4. When Your income exceeds 200% of the Federal Poverty Level, Your coverage will end at the end of the month in which your income has changed.
5. When You have had a change in immigration status that makes you eligible for other coverage, including Medicaid, and Your coverage will end at the end of the month before you are determined to be Medicaid eligible.
6. When You have enrolled in a different program through the NY State of Health Marketplace.

B. Termination by You.

You may terminate this [Contract; Policy] at any time by giving the NYSOH at least 14 days' prior written notice.

D. Termination by Us.

We may terminate this [Contract; Policy] with 30 days' written notice as follows:

1. Non-Payment of Premiums.

Premiums are to be paid by You to Us on each Premium due date. While each Premium is due by the due date, there is a grace period for each Premium payment. If the Premium payment is not received by the end of the grace period, coverage will terminate as follows:

- If You fail to pay the required Premium within a 30-day grace period, this [Contract; Policy] will terminate on the last day of the 30-day grace period.

You will not be responsible for paying any claims submitted during the grace period if this [Contract; Policy] terminates.

2. Fraud or Intentional Misrepresentation of Material Fact.

If You have performed an act that constitutes fraud or made an intentional misrepresentation of material fact in writing on Your enrollment application, or in order to obtain coverage for a service, this [Contract; Policy] will terminate immediately upon a written notice to You from the NYSOH. [However, if You make an intentional misrepresentation of material fact in writing on Your enrollment application, We will rescind this [Contract; Policy] if the facts misrepresented would have led Us to refuse to issue this [Contract; Policy] and the application is attached to this [Contract; Policy]. Rescission means that the termination of Your coverage will have a retroactive effect of up to [one (1) year; the issuance of this [Contract; Policy]].]

{Drafting Note: The language above related to rescission is optional.}

3. If You no longer live or reside in Our Service Area.

4. The date the [Contract; Policy] is terminated because We stop offering the class of [contracts; policies] to which this [Contract; Policy] belongs, without regard to claims experience or health related status of this [Contract; Policy]. We will provide You with at least [90 days'; five months'] prior written notice.

{Drafting Note: At least 90 days is required for individual commercial insurers. At least five months is required for HMOs and Article 43 insurers.}

5. The date the [Contract; Policy] is terminated because We terminate or cease offering all hospital, surgical and medical expense coverage in the individual market, in this State. We will provide You with at least 180 days' prior written notice.

No termination shall prejudice the right to a claim for benefits which arose prior to such termination.

See the Conversion Right to a New Contract after Termination section of this [Contract; Policy] for Your right to conversion to another individual [Contract; Policy].