

*{Drafting Note: This cover page is required for the Essential Plan.}*

This is Your

**ESSENTIAL PLAN  
[CONTRACT; POLICY]**

Issued by

**[insert health plan name]**

[This is Your individual [Contract; Policy] for the Essential Plan coverage issued by [insert health plan name.] This [Contract; Policy], together with the attached Schedule of Benefits, applications and any amendment or rider amending the terms of this [Contract; Policy], constitute the entire agreement between You and Us.

You have the right to return this [Contract; Policy]. Examine it carefully. If You are not satisfied, You may return this [Contract; Policy] to Us and ask Us to cancel it. Your request must be made in writing within ten (10) days from the date You receive this [Contract; Policy]. We will refund any Premium paid including any [Contract; Policy] fees or other charges.

**Renewability.** The renewal date for this [Contract; Policy] is twelve months from the effective date of coverage. This [Contract; Policy] will automatically renew each year on the renewal date, unless otherwise terminated by Us as permitted by this [Contract; Policy] or by You upon 30 days' prior written notice to Us.

[This [Contract; Policy] offers You the option to receive Covered Services on [two] benefit levels:

- 1. In-Network Preferred Benefits.** In-network preferred benefits are the higher level of coverage available. In-network preferred benefits apply when Your care is provided by Preferred Providers [in Our [XXX] network]. You should always consider receiving health services first through Our Preferred Providers [in Our [XXX] network].
- 2. In-Network Benefits.** In-network benefits are the lower level of coverage available. In-network benefits apply when Your care is provided by Participating Providers that are not Preferred Providers [and are in Our [XXX] network] [or Our affiliate's [XXX] network], [and Participating Pharmacies in Our [XXX] network] [who are located within Our Service Area]. You should always consider receiving health care services first through Preferred Providers and then from Participating

Providers that are not Preferred Providers. [In-network care [and in-network preferred care] Covered under this [; Contract; Policy] (including Hospitalization) must be provided, arranged or authorized in advance by Your Primary Care Physician and, when required, approved by Us. In order to receive in-network benefits, You must contact Your Primary Care Physician before You obtain the services, except for services to treat an Emergency [or urgent] Condition described in the Emergency Services and Urgent Care section of this [Contract; Policy].]

*{Drafting Note: The bracketed PCP language may be used for EPO, HMO, POS or PPO coverage.}*

**[In-Network Benefits.** This [Contract; Policy] only covers in-network benefits. To receive in-network benefits You must receive care exclusively from Participating Providers [in Our [XXX] network] [or Our affiliate's [XXX] network] [who are located within Our Service Area]. [Care Covered under this [Contract; Policy] (including Hospitalization) must be provided, arranged or authorized in advance by Your Primary Care Physician and, when required, approved by Us. In order to receive the benefits under this [Contract; Policy], You must contact Your Primary Care Physician before You obtain the services, except for services to treat an Emergency [or urgent] Condition described in the Emergency Services and Urgent Care section of this [Contract; Policy].] Except for care for an Emergency [or urgent] Condition described in the Emergency Services and Urgent Care section of this [Contract; Policy], You will be responsible for paying the cost of all care that is provided by Non-Participating Providers.]

*{Drafting Note: The bracketed primary care physician language may be included for EPO or HMO coverage.}*

**READ THIS ENTIRE [CONTRACT; POLICY] CAREFULLY. [IT DESCRIBES THE BENEFITS AVAILABLE UNDER THE GROUP [CONTRACT; POLICY].] IT IS YOUR RESPONSIBILITY TO UNDERSTAND THE TERMS AND CONDITIONS IN THIS [CONTRACT; POLICY].**

This [Contract; Policy] is governed by the laws of New York State.

[Insert signature, name and title of company officer(s).]

*{Drafting Note: The sentence below is optional.}*

If You need foreign language assistance to understand this [Contract; Policy], You may call Us at [XXX; the number on Your ID card].