

## **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, whichever is earlier.
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. This [Contract; Policy] shall not automatically terminate if You become Medicaid eligible because You are pregnant or in Your 12-month postpartum coverage period. If You become pregnant, have a household income below 223% of the Federal Poverty Level, and would like to choose to enroll in Medicaid instead of Essential Plan, You should contact NYSOH.
4. 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.
5. When You have enrolled in a different program through the NY State of Health Marketplace.
6. When You have enrolled in affordable Employer Sponsored Health Insurance.

#### **B. Termination by You.**

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

#### **C. Termination by Us.**

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

1. 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.}*

2. If You no longer live or reside in Our Service Area.
3. 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 prior written notice.
4. 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].