**SECTION [XXIII]**

*{Drafting Note: Insert the appropriate section number, following the order of provisions in the Table of Contents. Use for catastrophic coverage.}*

**Termination of Coverage**

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

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

This [Contract; Policy] shall automatically terminate upon the death of the Subscriber, unless the Subscriber has coverage for Dependents. If the Subscriber has coverage for Dependents, this [Contract; Policy] will terminate as of the last day of the month for which the Premium had been paid.

**B. Automatic Termination of Your Coverage.**

Coverage under this [Contract; Policy] shall automatically terminate:

1. The end of the year in which You cease to meet the eligibility requirements for Catastrophic Coverage.
2. For Spouses in cases of divorce, the date of the divorce.
3. For Children, the end of the month in which the Child turns 26 years of age.
4. For all other Dependents, the end of the month in which the Dependent ceases to be eligible, except that We shall not terminate a Dependent if the Dependent becomes eligible for or enrolls in Medicare.

Eligibility or enrollment in Medicare is not a basis for termination under this [Contract; Policy].

**C. Termination by You.**

The Subscriber may terminate this [Contract; Policy] at any time by giving [Us; the NYSOH] at least 14 days’ prior written notice.

**D. Termination by Us.**

We may terminate this [Contract; Policy] with 30 days’ written notice (unless longer notice is provided below) as follows:

1. Non-Payment of Premiums.

Premiums are to be paid by the Subscriber to Us by each Premium due date. While each Premium is due by the due date, there is a grace period for each Premium payment. If the Subscriber fails to pay the required Premium within a 30-day grace period, this [Contract; Policy] will terminate retroactively back to the last day Premiums were paid. The Subscriber will be responsible for paying any claims submitted during the grace period if this [Contract; Policy] terminates.

1. Fraud or Intentional Misrepresentation of Material Fact.

If the Subscriber or the Subscriber’s Dependent has performed an act that constitutes fraud or the Subscriber has made an intentional misrepresentation of material fact in writing on his or her enrollment application, or in order to obtain coverage for a service, this [Contract; Policy] will terminate immediately upon written notice to the Subscriber and/or the Subscriber’s Dependent, as applicable, from [Us; the NYSOH]. [However, if the Subscriber makes an intentional misrepresentation of material fact in writing on his or her 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]].] If termination is a result of the Subscriber’s action, coverage will terminate for the Subscriber and any Dependents. If termination is a result of the Dependent’s action, coverage will terminate for the Dependent.

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

1. If the Subscriber no longer lives or resides in Our Service Area.
2. 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 the Subscriber with at least 90 days’ prior written notice.
3. 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 the Subscriber 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; Policy] after Termination section of this [Contract; Policy] for Your right to conversion to another individual [Contract; Policy].