**SECTION [XXIII]**

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

**Termination of Coverage**

Coverage under this [Contract; Policy] may be terminated as follows:

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

This [Contract; Policy] shall automatically terminate upon Your death. If this [Contract; Policy] covers more than one (1) Child, then this [Contract; Policy] will remain in force for the remaining Children.

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

Coverage under this [Contract; Policy] shall automatically terminate at the end of the year in which You turn 21 years of age.

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

**C. Termination by You.**

You or the Responsible Adult may terminate this [Contract; Policy] at any time by giving [Us; the NYSOH] at least [14; 30] days’ prior written notice.

*{Drafting Note: Use 14 days for plans offered inside the NYSOH. Use either 14 or 30 days for plans offered outside the NYSOH. The NYSOH must be notified for plans offered inside the NYSOH. The insurer must be notified for plans offered outside the NYSOH.}*

**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 You or the Responsible Adult 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 Premium payment is not received by the end of the grace period, coverage will terminate as follows:

* If You or the Responsible Adult [do not receive advanced payments of the Premium Tax Credit for coverage in the NYSOH and] 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. You or the Responsible Adult will be responsible for paying any claims submitted during the grace period if this [Contract; Policy] terminates.

*{Drafting Note: Delete the bracketed language above for coverage offered outside the NYSOH.}*

* [If You or the Responsible Adult receive advanced payments of the Premium Tax Credit and have paid at least one (1) full month’s Premium, this [Contract; Policy] will terminate one (1) month after the last day Premiums were paid. That is, retroactive termination will not exceed 61 days. We may pend claims incurred during the 61-day grace period. You or the Responsible Adult will be responsible for paying any claims incurred during the 61-day grace period if this [Contract; Policy] terminates.]

*{Drafting Note: Delete the bracketed language above for coverage offered outside the NYSOH.}*

1. Fraud or Intentional Misrepresentation of Material Fact.

If You or the Responsible Adult 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 written notice to You or the Responsible Adult from [Us; the NYSOH]. [However, if You or the Responsible Adult makes 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.}*

1. If You or the Responsible Adult no longer live or reside 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 You or the Responsible Adult 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 You or the Responsible Adult 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].