

(b) (1) If, prior to the subscriber occupying a unit, the subscriber dies, the provider determines that the subscriber is ineligible for entrance into the facility, or the subscriber elects to terminate the continuing care agreement because of a substantial change in the subscriber's physical, mental or financial condition, the agreement shall be automatically cancelled, and the subscriber or the subscriber's legal representative shall receive within 30 days thereafter a full refund of all moneys paid to the provider, except:

(i) Those special additional costs incurred by the provider due to modifications in the structure or furnishings of the unit specifically requested by the subscriber and set forth in writing in a separate addendum to the agreement and signed by the subscriber, and

(ii) A processing fee approved by the Office.

(2) In the event that the subscriber rescinds the continuing care agreement WITHIN 21 30 DAYS AFTER ENTERING INTO THE AGREEMENT AND prior to occupying the unit for any reason other than the reasons specified in subsection (b)(1) of this section, the refund provisions shall be the same as those provided for in subsection (b)(1) of this section. [, except that the provider may hold an additional amount of up to 4 percent of the entrance fee until a continuing care agreement is entered into between the provider and another subscriber with respect to the unit] IF PRIOR TO OCCUPYING A UNIT THE SUBSCRIBER RESCINDS THE CONTINUING CARE AGREEMENT AFTER THE 21 30-DAY PERIOD FOR ANY REASON OTHER THAN THE REASONS SPECIFIED IN SUBSECTION (B)(1) OF THIS SECTION, THE REFUND PROVISIONS WILL BE THE SAME AS THOSE IN SUBSECTION (B)(1) OF THIS SECTION EXCEPT THAT THE PROVIDER MAY WITHHOLD THE REFUND UNTIL A CONTINUING CARE AGREEMENT IS ENTERED INTO BETWEEN THE PROVIDER AND ANOTHER SUBSCRIBER WITH RESPECT TO THE UNIT or 80 percent of the units at the facility are contracted for, whichever occurs first.

(c) A subscriber may rescind a continuing care agreement at any time if the terms of the agreement are in violation of the terms of this subtitle and the subscriber is injured by the violation. The subscriber shall be entitled to treble damages for extensive injuries arising from the violations.

(d) If an applicant for admission to a continuing care facility withdraws the application prior to execution of a continuing care agreement, the applicant shall receive a full refund of all moneys paid to the provider except a processing fee approved by the Office.

17A.

(A) IN THIS SECTION, "FINANCIAL DIFFICULTY" MEANS CURRENT OR IMPENDING FINANCIAL CONDITIONS WHICH IMPAIR OR MAY IMPAIR THE