

- (ii) Reasonable under the circumstances; and
- (iii) Not the result of a mutual or material mistake of fact.

(2) Notwithstanding paragraph (1) of this subsection, receipt by the employer of the termination statement shall be conclusive evidence of termination and neither the employer or insurer shall be liable to the qualified secondary beneficiary or the insured for benefits which would have otherwise been payable under this section.

(h) The additional costs payable by the insured under subsection (e) of this section may be allocated between the insured and a qualified secondary beneficiary by reason of having been the insured's spouse or may be reimbursed in full to the insured by such qualified secondary beneficiary by agreement between the parties or, as equity may require, by order of the court under Title 10, Title 11, or Title 12 of the Family Law Article at the time of the applicable change in status or thereafter.

(i) The Commissioner shall:

(1) Publish at least once annually in the Maryland Register and in a newspaper of general circulation in each of the counties of the State and Baltimore City notice apprising the public of the coverage required under this section;

(2) By regulation prescribe the form and content of the termination statement; and

(3) Make termination statement forms available to every employer whose employees are covered by a group contract.

(j) Nothing in this section shall affect or in any way limit a qualified secondary beneficiary's right to conversion privileges under a group contract.

(k) (1) Upon request of a qualified secondary beneficiary, from the date of the applicable change in status until the date on which the termination statement is received by the employer, the employer shall make available to the qualified secondary beneficiary forms for submitting claims to the group contract insurer.

(2) Upon presentation by a qualified secondary beneficiary of a divorce decree ~~OR A CERTIFIED COPY OF THE DOCKET ENTRY SHOWING THAT A COMPLAINT FOR DIVORCE HAS BEEN FILED~~, a group contract insurer may reimburse the qualified secondary beneficiary directly for any hospital, medical, or surgical expense that the qualified secondary beneficiary has paid.

(3) A group contract insurer who reimburses a qualified secondary beneficiary in accordance with the provisions of this subsection is not liable for payment for the same services to any other party.

(4) If an insured receives reimbursement from the group contract insurer for any hospital, medical, or surgical expense that a qualified secondary beneficiary has paid, the insured shall immediately pay the sum of the reimbursement to the qualified secondary beneficiary unless there is a written agreement or court order to the contrary.