

[(7)](10) (I) "Premiums" means [direct gross insurance premiums and annuity considerations written on covered policies, less return premiums and considerations thereon and dividends paid or credited to policyholders on such direct business. "Premiums" do not include premiums and considerations on contracts between insurers and reinsurers. As used in § 528 of this subtitle, "premiums" are those for the calendar year preceding the determination of impairment] AMOUNTS RECEIVED ON COVERED POLICIES OR CONTRACTS, LESS PREMIUMS, CONSIDERATIONS, AND DEPOSITS RETURNED, AND LESS DIVIDENDS AND EXPERIENCE CREDITS.

(II) "PREMIUMS" DOES NOT INCLUDE ANY AMOUNT FOR ANY POLICIES OR CONTRACTS, OR FOR THE PORTIONS OF ANY POLICIES OR CONTRACTS, FOR WHICH COVERAGE IS NOT PROVIDED UNDER § 522(B) OF THIS SUBTITLE. ASSESSABLE PREMIUMS MAY NOT BE REDUCED ON ACCOUNT OF § 522(B)(2)(III) OF THIS SUBTITLE RELATING TO INTEREST LIMITATIONS AND § 527(10) OF THIS SUBTITLE RELATING TO LIMITATIONS WITH RESPECT TO ANY INDIVIDUAL POLICYHOLDER.

[(8)](11) "Resident" means any person who resides in this State at the time [the impairment is determined and to whom contractual obligations are owed] A MEMBER INSURER IS DETERMINED TO BE AN IMPAIRED INSURER OR AN INSOLVENT INSURER AND TO WHOM A CONTRACTUAL OBLIGATION IS OWED. A PERSON MAY BE A RESIDENT OF ONLY ONE STATE WHICH, IN THE CASE OF A PERSON OTHER THAN AN INDIVIDUAL, SHALL BE THAT STATE IN WHICH ITS PRINCIPAL PLACE OF BUSINESS IS LOCATED.

(12) "SUPPLEMENTAL CONTRACT" MEANS ANY AGREEMENT ENTERED INTO FOR THE DISTRIBUTION OF POLICY OR CONTRACT PROCEEDS.

527.

In addition to the powers and duties enumerated in other sections of this subtitle:

(10) (A) ~~{The} WITH RESPECT TO POLICIES AND CONTRACTS ISSUED BEFORE OCTOBER 1, 1995, THE~~ contractual obligations of the impaired OR INSOLVENT insurer for which the Corporation becomes or may become liable shall be as great as, but no greater than, the contractual obligations of the impaired OR INSOLVENT insurer would have been in the absence of an impairment OR INSOLVENCY unless such obligations are reduced as permitted by subsection (5) of this section and under no circumstances shall the Corporation be liable for care received after the date of an insurer's impairment OR INSOLVENCY unless such care was in progress on said date or unless other health care coverage is not available from another insurance company or nonprofit health service plan.

(B) ~~WITH RESPECT TO POLICIES ISSUED ON OR AFTER OCTOBER 1, 1995, BENEFITS FOR WHICH THE CORPORATION MAY BECOME LIABLE SHALL IN NO EVENT EXCEED THE LESSER OF:~~

(1) THE CONTRACTUAL OBLIGATIONS FOR WHICH THE INSURER IS LIABLE OR WOULD HAVE BEEN LIABLE IF IT WERE NOT AN IMPAIRED OR INSOLVENT INSURER; OR