

not provide benefits on an expense-incurred basis.

In the introductory language of subsection (c) of this section, the reference to "provid[ing] information" to the Commissioner is substituted for the former reference to "giv[ing] notice" to the Commissioner for clarity and consistency within this section.

In subsection (c)(2) of this section, the reference to preexisting condition "provisions in" policies is added for clarity.

In subsection (d)(2) of this section, the reference to a statement that "the Commissioner does not guarantee" the accuracy of the information is substituted for the former reference to a statement that "the provision of this information by the Commissioner does not mean that the Commissioner guarantees" the accuracy of the information for brevity.

Also in subsection (d)(2) of this section, the former reference to a "notice" is deleted as unnecessary in light of the reference to a "statement".

In subsection (f) of this section, the former reference to the Commissioner adopting "necessary" regulations is deleted as implicit in light of the Commissioner's discretion in adopting regulations.

Also in subsection (f) of this section, the former reference to information required "by the Commissioner" is deleted as unnecessary in light of the reference to information required "under subsection (c) of this section".

Defined terms: "Commissioner" § 1-101

"Health insurance" § 1-101

"Insurer" § 1-101

"Policy" § 1-101

15-106. HOME MEDICAL EQUIPMENT.

(A) PAYMENT FOR RENTED EQUIPMENT.

(1) AN INSURER UNDER A CONTRACT THAT PROVIDES AN INDIVIDUAL WITH HOME MEDICAL EQUIPMENT PURSUANT TO AN INDIVIDUAL, GROUP, OR BLANKET HEALTH INSURANCE POLICY OR CERTIFICATE THAT IS DELIVERED OR ISSUED FOR DELIVERY IN THE STATE AND THAT PROVIDES BENEFITS ON AN EXPENSE-INCURRED BASIS:

(I) SHALL PAY THE HOME MEDICAL EQUIPMENT PROVIDER DIRECTLY IF THE INSURED HAS EXECUTED AN ASSIGNMENT OF BENEFITS; AND

(II) SUBJECT TO THE COPAYMENT AND DEDUCTIBLE PROVISIONS IN THE INSURANCE CONTRACT, MAY NOT REQUIRE THE HOME MEDICAL EQUIPMENT PROVIDER TO ACCEPT LESS THAN THE AGREED MONTHLY RENTAL AMOUNT FOR EACH MONTH IN WHICH BENEFITS ARE PAYABLE UNDER THE INSURANCE CONTRACT.

(2) A NONPROFIT HEALTH SERVICE PLAN UNDER A CONTRACT THAT PROVIDES A SUBSCRIBER WITH HOME MEDICAL EQUIPMENT PURSUANT TO A