

(3) In the case of any individual who is a qualified secondary beneficiary by reason of having been a dependent child, the date on which the individual would no longer have been covered under the group contract if there had been no applicable change in status;

(4) The date on which the qualified secondary beneficiary elects no longer to have coverage under the group contract;

(5) The date on which the qualified secondary beneficiary accepts hospital, medical, or surgical coverage under any nongroup contract or policy:

- (i) Written on an expense-incurred basis; or
- (ii) With a health maintenance organization;

(6) In the case of an individual who is a qualified secondary beneficiary by reason of having been the insured's spouse, the date on which the individual remarries.

(d) Any coverage under this section shall be identical to the coverage offered under the group contract to similarly situated beneficiaries where there has been no applicable change in status.

(e) From the date of the applicable change in status until the date on which the termination statement is received by the employer, the insured shall pay to the employer, through payroll deduction or otherwise as may be determined by the employer, the sum of the employer's contribution for a qualified secondary beneficiary as defined in subsection (a)(6)(i) of this section and the amount of contribution which would have been paid by the insured if there had been no applicable change in status.

(f) Every certificate issued to an insured under a group contract shall include a statement, in a manner and form approved by the Commissioner, which advises the insured of the following:

- (1) The availability of benefits under this section; and
- (2) A summary of the eligibility for and duration of such benefits.

(g) (1) No employer who terminates coverage following notice by the insured or qualified secondary beneficiary and no insurer who terminates coverage following notice by the employer shall be liable to the insured or qualified secondary beneficiary for benefits which would have otherwise been payable under this section if termination is:

- (i) Made in good faith;
- (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.