

# MAINE STATE LEGISLATURE

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# 114th MAINE LEGISLATURE

## SECOND REGULAR SESSION - 1990

Legislative Document

No. 2250

S.P. 880

In Senate, January 29, 1990

Submitted by the Department of Professional and Financial Regulation pursuant to Joint Rule 24.

Reference to the Committee on Banking and Insurance suggested and ordered printed.

A handwritten signature in cursive script that reads "Joy J. O'Brien".

JOY J. O'BRIEN  
Secretary of the Senate

Presented by Senator COLLINS of Aroostook.

Cosponsored by Representative DONALD of Buxton, Senator THERIAULT of Aroostook and Representative ALLEN of Washington.

STATE OF MAINE

IN THE YEAR OF OUR LORD  
NINETEEN HUNDRED AND NINETY

An Act Concerning the Discontinuance and Replacement of Group Health Insurance.



2 Be it enacted by the People of the State of Maine as follows:

4 Sec. 1. 24 MRSA §2330-A is enacted to read:

6 §2330-A. Discontinuance and replacement of group coverage

8 1. Definitions. As used in this section, unless the  
context otherwise indicates, the following terms have the  
following meanings.

10 A. "Group" means any of the types of groups defined in  
12 Title 24-A, sections 2804 to 2808.

14 B. "Subgroup" means an employer covered under a contract  
issued to a multiple employer trust or to an association.

16 2. Extension of benefits. The following extension of  
18 benefits applies to coverage that is discontinued.

20 A. Every group contract, executed, delivered, issued for  
22 delivery, amended, continued or renewed on or after the  
24 effective date of this section, must provide a reasonable  
provision for extension of benefits in the event of total  
26 disability at the date of discontinuance of the group  
contract or discontinuance of coverage for a subgroup in the  
contract as required by paragraphs B, C and D.

28 B. In the case of hospital or medical expense coverages,  
30 other than dental expense, a reasonable extension of  
benefits provision is required. A provision is considered  
32 "reasonable" if it provides benefits for covered expenses  
directly relating to the condition causing total disability  
34 for at least 6 months following the effective date of  
discontinuance.

36 C. Any applicable extension of benefits must be described  
38 in any contract or group certificates. The benefits payable  
during any period of extension are subject to the regular  
40 benefit limits under the contract. A premium may not be  
changed during the period of extension.

42 D. After discontinuance, the carrier remains liable only to  
44 the extent of its accrued liabilities and extensions of  
benefits.

46 3. Continuance of coverage in situations involving  
48 replacement of one carrier by another. This subsection indicates  
the carrier responsible for liability in those instances when a  
50 contract of one carrier replaces a health care benefit plan of  
another carrier for a group or subgroup.

2 A. The prior carrier remains liable only to the extent of  
4 its accrued liabilities and extensions of benefits. The  
6 position of the prior carrier is the same whether the group  
8 contract holder or other entity secures replacement coverage  
10 from a new carrier, self-insures or foregoes the provision  
12 of coverage.

14 B. The liability of the succeeding carrier is as follows.

16 (1) Each person who is eligible for coverage in  
18 accordance with the plan of benefits of the succeeding  
20 carrier is covered by the plan of benefits of that  
22 carrier.

24 (2) Each person not covered under the plan of benefits  
26 of the succeeding carrier in accordance with  
28 subparagraph (1) shall be covered by the succeeding  
30 carrier in accordance with the following rules if the  
32 individual was covered, including benefit extension,  
34 under the prior plan on the date of discontinuance and  
36 if the individual is a member of the class or classes  
38 of individuals eligible for coverage under the plan of  
40 the succeeding carrier. In the following provisions,  
42 any reference to a disabled individual is a reference  
44 to the status of the individual immediately prior to  
46 the date the coverage of the succeeding carrier becomes  
48 effective.

50 (a) The minimum level of benefits to be provided  
52 by the succeeding carrier is the applicable level  
54 of benefits of the plan of the prior carrier  
56 reduced by any benefits payable by the prior plan.

58 (b) Coverage must be provided by the succeeding  
60 carrier until the earliest of the following dates:

62 (i) The date the individual becomes eligible  
64 under the plan of the succeeding carrier as  
66 described in subparagraph (1);

68 (ii) For each type of coverage the date the  
70 individual's coverage terminates in  
72 accordance with the plan provisions of the  
74 succeeding carrier applicable to individual  
76 termination of coverage, such as termination  
78 of employment or ceasing to be an eligible  
80 dependent; or

82 (iii) In the case of a disabled individual  
84 for whom subsection 2 requires an extension  
86 of benefits, the end of any period of  
88 extension that is required of the prior

2 carrier by subsection 2 or, if the policy or  
4 contract of the prior carrier is not subject  
6 to that subsection, would have been required  
8 of that carrier had its policy or contract  
10 been subject to subsection 2 at the time the  
12 prior plan was discontinued and replaced by  
14 the plan of the succeeding carrier.

16 (3). When a preexisting conditions limitation is  
18 included in the plan of the succeeding carrier, the  
20 level of benefits applicable to preexisting conditions  
22 of persons joining the plan of the succeeding carrier  
24 in accordance with this subsection during the period of  
26 time this limitation applies under the new plan must be  
28 the lesser of:

30 (a) The benefits of the new plan determined  
32 without application of the preexisting conditions  
34 limitation; or

36 (b) The benefits of the prior plan.

38 (4) When a determination of the prior carrier's  
40 benefit is required by the succeeding carrier, at the  
42 succeeding carrier's request, the prior carrier must  
44 furnish a statement of benefits available or pertinent  
46 information, sufficient to permit verification of the  
48 benefit determination or the determination itself by  
50 the succeeding carrier. For purposes of this section,  
52 benefits of the prior plan are determined in accordance  
with the definitions, conditions and covered expense  
provisions of the prior plan rather than those of the  
succeeding plan. The benefit determination must be  
made as if coverage had not been replaced by the  
succeeding carrier.

4. Continuance of coverage in situations involving an  
individual moving from one group plan to another. This  
subsection indicates the liability of the succeeding carrier when  
an individual moves from one group plan to another. The  
liability applies whether or not the new group plan is through  
the same carrier. The liability does not apply to a dependent  
moving to a plan where the primary insured is already covered, or  
to an individual moving from coverage as a dependent to coverage  
as a primary insured.

A. A group hospital, medical or health care service  
contract issued for delivery in this State by a nonprofit  
hospital, medical or health service organization, other than  
a contract that provides benefits only for specific diseases  
or accidental injuries and that is medically underwritten or  
contains an exclusion for preexisting conditions, shall

2 waive any medical underwriting or preexisting conditions  
4 exclusion to the extent that benefits would have been  
6 payable under a prior plan if the prior plan were still in  
8 effect. A "prior plan" is a plan in which the individual's  
10 coverage, under a contract issued in this State or a state  
12 that provides reciprocal protection to insureds previously  
14 covered by a plan issued in this State, terminated within 60  
16 days prior to the effective date of the individual's  
18 coverage under the current plan.

20 B. The succeeding carrier is not required to duplicate any  
22 benefits covered by the prior carrier.

24 C. When a determination of the prior carrier's benefit is  
26 required by the succeeding carrier at the succeeding  
28 carrier's request, the prior carrier shall furnish a  
30 statement of benefits available or pertinent information  
32 sufficient to permit verification of the benefit  
34 determination or the determination itself by the succeeding  
36 carrier. For purposes of this section, benefits of the  
38 prior plan are determined in accordance with the  
40 definitions, conditions and covered expense provisions of  
42 the prior plan rather than those of the succeeding plan.  
44 The benefit determination must be made as if coverage had  
46 not been replaced by the succeeding carrier.

48 D. For rating purposes, claims for preexisting conditions  
50 during the first 12 months of employment may not be charged  
52 directly to a group of fewer than 100 insured employees  
54 except to the extent that the resulting increase in the  
56 premium would be 10% or less. Any additional claims may be  
58 pooled among all such groups and subgroups. This  
60 requirement also applies to subgroups of fewer than 100  
62 insured employees if the subgroup is treated as a separate  
64 unit for rating purposes.

66 **Sec. 2. 24-A MRSA §2804, sub-§3, as repealed and replaced by**  
68 **PL 1981, c. 147, §2, is amended to read:**

70 3. An Except in the case of discontinuance and replacement  
72 of group health insurance in accordance with section 2809-B, an  
74 insurer may exclude or limit the coverage on any person as to  
76 whom evidence of individual insurability is not satisfactory to  
78 the insurer.

80 **Sec. 3. 24-A MRSA §2805, sub-§3, as repealed and replaced by**  
82 **PL 1981, c. 147, §3, is amended to read:**

84 3. An Except in the case of discontinuance and replacement  
86 of group health insurance in accordance with section 2809-B, an  
88 insurer may exclude or limit the coverage on any person as to

whom evidence of individual insurability is not satisfactory to the insurer.

Sec. 4. 24-A MRSA §2805-A, sub-§4, as enacted by PL 1981, c. 147, §4, is amended to read"

4. As Except in the case of discontinuance and replacement of group health insurance in accordance with section 2809-B, an insurer may exclude or limit the coverage on any person as to whom evidence of individual insurability is not satisfactory to the insurer.

Sec. 5. 24-A MRSA §2806, sub-§3, as repealed and replaced by PL 1981, c. 147, §5, is amended to read:

3. As Except in the case of discontinuance and replacement of group health insurance in accordance with section 2809-B, an insurer may exclude or limit the coverage on any person as to whom evidence of individual insurability is not satisfactory to the insurer.

Sec. 6. 24-A MRSA §2807-A, sub-§3, as enacted by PL 1981, c. 147, §7, is amended to read:

3. As Except in the case of discontinuance and replacement of group health insurance in accordance with section 2809-B, an insurer may exclude or limit the coverage on any member as to whom evidence of individual insurability is not satisfactory to the insurer.

Sec. 7. 24-A MRSA §2808, sub-§4, as enacted by PL 1981, c. 147, §8, is amended to read:

4. As Except in the case of discontinuance and replacement of group health insurance in accordance with section 2809-B, an insurer may exclude or limit the coverage on any person as to whom evidence of individual insurability is not satisfactory to the insurer.

Sec. 8. 24-A MRSA §2809-B is enacted to read:

§2809-B. Discontinuance and replacement of group coverage

1. Definitions. As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

A. "Group" means any of the types of groups defined in sections 2804 to 2808.

B. "Subgroup" means an employer covered under a contract issued to a multiple employer trust or to an association.

2           2. Extension of benefits. The following extension of  
3 benefits applies to coverage that is discontinued.

4  
5           A. Every group contract, executed, delivered, issued for  
6 delivery, amended, continued or renewed on or after the  
7 effective date of this section, must provide a reasonable  
8 provision for extension of benefits in the event of total  
9 disability at the date of discontinuance of the group  
10 contract or of coverage for a subgroup within the contract  
11 as required by paragraphs B, C, D and E.

12  
13           B. In the case of a group plan providing benefits for loss  
14 of time from work or specific indemnity during hospital  
15 confinement, discontinuance of the policy during a  
16 disability has no effect on benefits payable for that  
17 disability or confinement.

18  
19           C. In the case of hospital or medical expense coverages,  
20 other than dental expense, a reasonable extension of  
21 benefits provision is required. A provision is considered  
22 "reasonable" if it provides benefits for covered expenses  
23 directly relating to the condition causing total disability  
24 for at least 6 months following the effective date of  
25 discontinuance.

26  
27           D. Any applicable extension of benefits must be described  
28 in any contract or group certificates. The benefits payable  
29 during any period of extension are subject to the regular  
30 benefit limits under the contract. A premium may not be  
31 changed during the period of extension.

32  
33           E. After discontinuance, the carrier remains liable only to  
34 the extent of its accrued liabilities and extensions of  
35 benefits.

36  
37           3. Continuance of coverage in situations involving  
38 replacement of one carrier by another. This subsection indicates  
39 the carrier responsible for liability in those instances when the  
40 contract of one carrier replaces a health care benefit plan of  
41 another carrier for a group or subgroup.

42  
43           A. The prior carrier remains liable only to the extent of  
44 its accrued liabilities and extensions of benefits. The  
45 position of the prior carrier is the same whether the group  
46 contract holder or other entity secures replacement coverage  
47 from a new carrier, self-insures or foregoes the provision  
48 of coverage.

49  
50           B. The liability of the succeeding carrier is as follows.



2       (1) Each person who is eligible for coverage in  
4       accordance with the succeeding carrier's plan of  
      benefits shall be covered by that carrier's plan of  
      benefits.

6       (2) Each person not covered under the plan of benefits  
8       of the succeeding carrier in accordance with  
10       subparagraph (1) shall be covered by the succeeding  
12       carrier in accordance with the following rules if the  
14       individual was covered, including benefit extension,  
16       under the prior plan on the date of discontinuance and  
18       if the individual is a member of the class or classes  
      of individuals eligible for coverage under the plan of  
      the succeeding carrier. In the following provisions,  
      any reference to a disabled individual is a reference  
      to the status of the individual immediately prior to  
      the date the coverage of the succeeding carrier becomes  
      effective.

20           (a) The minimum level of benefits to be provided  
22           by the succeeding carrier is the applicable level  
24           of benefits of the prior carrier's plan reduced by  
      any benefits payable by the prior plan.

26           (b) Coverage must be provided by the succeeding  
      carrier until the earliest of the following dates:

28                   (i) The date the individual becomes eligible  
30                   under the succeeding carrier's plan as  
      described in subparagraph (1);

32                   (ii) For each type of coverage, the date the  
34                   individual's coverage terminates in  
36                   accordance with the provisions of the  
38                   succeeding carrier's plan applicable to  
      individual termination of coverage,  
      termination of employment or ceasing to be an  
      eligible dependent; or

40                   (iii) In the case of a disabled individual  
42                   for whom subsection 2 requires an extension  
44                   of benefits, the end of any period of  
46                   extension that is required of the prior  
48                   carrier by subsection 2 or, if the prior  
50                   carrier's policy or contract is not subject  
      to that subsection, would have been required  
      of that carrier had its policy or contract  
      been subject to subsection 2 at the time the  
      prior plan was discontinued and replaced by  
      the succeeding carrier's plan.

2           (3) In the case of a preexisting conditions limitation  
4           included in the succeeding carrier's plan, the level of  
6           benefits applicable to preexisting conditions of  
8           persons who will be covered by the succeeding carrier's  
10           plan in accordance with this subsection during the  
12           period of time this limitation applies under the new  
14           plan must be the lesser of:

16           (a) The benefits of the new plan determined  
18           without application of the preexisting conditions  
20           limitation; or

22           (b) The benefits of the prior plan.

24           (4) When a determination of the prior carrier's  
26           benefit is required by the succeeding carrier, at the  
28           succeeding carrier's request the prior carrier must  
30           furnish a statement of the benefits available or  
32           pertinent information, sufficient to permit  
34           verification of the benefit determination or the  
36           determination itself by the succeeding carrier. For  
38           purposes of this section, benefits of the prior plan  
40           are determined in accordance with the definitions,  
42           conditions and covered expense provisions of the prior  
44           plan rather than those of the succeeding plan. The  
46           benefit determination must be made as if coverage had  
48           not been replaced by the succeeding carrier.

50           4. Continuance of coverage in situations involving an  
52           individual moving from one group plan to another. This  
54           subsection indicates the liability of the succeeding carrier for  
56           an individual who moves from one group plan to another. The  
58           liability applies whether or not the new group plan is with the  
60           same carrier. The liability does not apply to a dependent moving  
62           to a plan where the primary insured is already covered, or to an  
64           individual moving from coverage as a dependent to coverage as a  
66           primary insured.

68           A. A group policy that provides hospital, surgical or major  
70           medical expense insurance or any combination thereof, other  
72           than a contract that provides benefits for specific diseases  
74           or accidental injuries only and that is medically  
76           underwritten or contains an exclusion for preexisting  
78           conditions, shall include a waiver of any medical  
80           underwriting or preexisting conditions exclusion when those  
82           benefits would have been payable under a prior plan if the  
84           prior plan were still in effect. A "prior plan" is a plan  
86           in which the individual's coverage, under a contract issued  
88           in this State or a state that provides reciprocal protection  
90           to insureds previously covered by a plan issued in this  
92           State, terminated within 60 days prior to the effective date  
94           of the individual's coverage under the current plan.

2 B. The succeeding carrier is not required to duplicate any  
3 benefits covered by the prior carrier.

4  
5 C. When a determination of the prior carrier's benefit is  
6 required by the succeeding carrier at the succeeding  
7 carrier's request, the prior carrier shall furnish a  
8 statement of benefits available or pertinent information  
9 sufficient to permit verification of the benefit  
10 determination or the determination itself by the succeeding  
11 carrier. For purposes of this section, benefits of the  
12 prior plan are determined in accordance with the  
13 definitions, conditions and covered expense provisions of  
14 the prior plan rather than those of the succeeding plan.  
15 The benefit determination must be made as if coverage had  
16 not been replaced by the succeeding carrier.

17  
18 D. For rating purposes, claims for preexisting conditions  
19 during the first 12 months of employment may not be charged  
20 directly to a group of fewer than 100 insured employees  
21 except to the extent that the resulting increase in the  
22 premium would be 10% or less. Any additional claims may be  
23 pooled among all such groups and subgroups. This  
24 requirement also applies to subgroups of fewer than 100  
25 insured employees if the subgroup is treated as a separate  
26 unit for rating purposes.

27 **Sec. 9. 24-A MRSA §4210-A is enacted to read:**

28  
29 **§4210-A. Discontinuance and replacement of group coverage**

30  
31 **1. Definitions.** As used in this section, unless the  
32 context otherwise indicates, the following terms have the  
33 following meanings.

34  
35 A. "Group" means any of the types of groups defined in  
36 sections 2804 to 2808.

37  
38 B. "Subgroup" means an employer covered under a contract  
39 issued to a multiple employer trust or to an association.

40  
41 **2. Extension of benefits.** The following extension of  
42 benefits applies to coverage that is discontinued.

43  
44 A. Every group contract executed, delivered, issued for  
45 delivery, amended, continued or renewed on or after the  
46 effective date of this section must provide a reasonable  
47 provision for extension of benefits in the event of total  
48 disability at the date of discontinuance of the group  
49 contract or discontinuance of coverage for a subgroup in the  
50 contract as required by paragraphs B, C and D.

2 B. In the case of hospital or medical expense coverages,  
4 other than dental expense, a reasonable extension of  
6 benefits provision is required. A provision is considered  
8 "reasonable" if it provides benefits for covered expenses  
10 directly relating to the condition causing total disability  
12 for at least 6 months following the effective date of  
14 discontinuance.

16 C. Any applicable extension of benefits must be described  
18 in any contract involved as well as in the evidence of  
20 coverage. The benefits payable during any period of  
22 extension may be subject to the regular benefit limits under  
24 the contract. A premium may not be charged during the  
26 period of extension.

28 D. After discontinuance, the health maintenance  
30 organization remains liable only to the extent of its  
32 accrued liabilities and extensions of benefits.

34 3. Continuance of coverage in situations involving  
36 replacement of one health maintenance organization by another.  
38 This subsection indicates the carrier responsible for liability  
40 in those instances when a contract of a health maintenance  
42 organization replaces a health care benefit plan of another  
44 carrier for a group or subgroup.

46 A. The prior carrier remains liable only to the extent of  
48 its accrued liabilities and extensions of benefits. The  
50 position of the prior carrier is the same whether the group  
52 contract holder or other entity secures replacement coverage  
from a new carrier, self-insures or foregoes the provision  
of coverage.

B. The liability of the succeeding carrier is as follows.

(1) Each person who is eligible for coverage in  
accordance with the succeeding health maintenance  
organization's plan of benefits is covered by that  
health maintenance organization's plan of benefits.

(2) Each person not covered under the plan of benefits  
of the succeeding health maintenance organization in  
accordance with subparagraph (1) shall be covered by  
the succeeding carrier in accordance with the following  
rules if the individual was covered, including benefit  
extension, under the prior plan on the date of  
discontinuance and if the individual is a member of the  
class or classes of individuals eligible for coverage  
under the plan of the succeeding health maintenance  
organization. In the following provisions, any  
reference to a disabled individual is a reference to  
the individual's status immediately prior to the date

2 the succeeding health maintenance organization's  
3 coverage becomes effective.

4 (a) The minimum level of benefits to be provided  
5 by the succeeding health maintenance organization  
6 is the applicable level of benefits of the prior  
7 carrier's plan reduced by any benefits payable by  
8 the prior plan.

10 (b) Coverage must be provided by the succeeding  
11 health maintenance organization until the earliest  
12 of the following dates:

14 (i) The date the individual becomes eligible  
15 under the succeeding health maintenance  
16 organization's plan as described in  
17 subparagraph (1);

18 (ii) For each type of coverage, the date the  
19 individual's coverage terminates in  
20 accordance with the provisions of the  
21 succeeding health maintenance organization's  
22 plan applicable to individual termination of  
23 coverage, termination of employment or  
24 ceasing to be an eligible dependent; or

26 (iii) In the case of a disabled individual  
27 for whom subsection 2 requires an extension  
28 of benefits, the end of any period of  
29 extension that is required of the prior  
30 carrier by subsection 2 or, if the prior  
31 carrier's policy or contract is not subject  
32 to that subsection, would have been required  
33 of that carrier had its policy or contract  
34 been subject to subsection 2 at the time the  
35 prior plan was discontinued and replaced by  
36 the succeeding health maintenance  
37 organization's plan.

38 (3) When a preexisting conditions limitation is  
39 included in the succeeding health maintenance  
40 organization's plan, the level of benefits applicable  
41 to preexisting conditions of persons who will be  
42 covered by the succeeding health maintenance  
43 organization's plan in accordance with this subsection  
44 during the period of time this limitation applies under  
45 the new plan must be the lesser of:

46 (a) The benefits of the new plan determined  
47 without application of the preexisting conditions  
48 limitation; or

(b) The benefits of the prior plan.

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(4) When a determination of the prior health maintenance organization's benefit is required by the succeeding health maintenance organization, at the succeeding health maintenance organization's request, the prior carrier must furnish a statement of the benefits available or pertinent information sufficient to permit verification of the benefit determination or the determination itself by the succeeding health maintenance organization. For purposes of this section, benefits of the prior plan are determined in accordance with the definitions, conditions and covered expense provisions of the prior plan rather than those of the succeeding plan. The benefit determination must be made as if coverage had not been replaced by the succeeding health maintenance organization.

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4. Continuance of coverage in situations involving an individual moving from one group plan to another. This subsection indicates the liability of the succeeding health maintenance organization for an individual who moves from one group plan to another. The liability applies whether or not the new group plan is with the same health maintenance organization. The liability does not apply to a dependent moving to a plan where the primary insured is already covered, or to an individual moving from coverage as a dependent to coverage as a primary insured.

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42  
A. A group contract issued by a health maintenance organization that is medically underwritten or contains an exclusion for preexisting conditions, shall include a waiver of any medical underwriting or preexisting conditions exclusion when those benefits would have been payable under a prior plan if the prior plan were still in effect. A "prior plan" is a plan in which the individual's coverage, under a contract issued in this State or a state that provides reciprocal protection to insureds previously covered by a plan issued in this State, terminated within 60 days prior to the effective date of the individual's coverage under the current plan.

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46  
B. The succeeding health maintenance organization is not required to duplicate any benefits covered by the prior carrier.

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C. When a determination of the prior carrier's benefit is required by the succeeding health maintenance organization at the succeeding health maintenance organization's request, the prior carrier shall furnish a statement of benefits available or pertinent information sufficient to permit verification of the benefit determination or the

2 determination itself by the succeeding health maintenance  
3 organization. For purposes of this section, benefits of the  
4 prior plan are determined in accordance with the  
5 definitions, conditions and covered expense provisions of  
6 the prior plan rather than those of the succeeding plan.  
7 The benefit determination must be made as if coverage had  
8 not been replaced by the succeeding health maintenance  
9 organization.

10 D. For rating purposes, claims for preexisting conditions  
11 during the first 12 months of employment may not be charged  
12 directly to a group of fewer than 100 insured employees  
13 except to the extent that the resulting increase in the  
14 premium would be 10% or less. Any additional claims may be  
15 pooled among all such groups and subgroups. This  
16 requirement also applies to subgroups of fewer than 100  
17 insured employees if the subgroup is treated as a separate  
18 unit for rating purposes.

## 20 STATEMENT OF FACT

22  
23 Gaps in insurance coverage could exist when persons change  
24 employment and when employers change insurers because employees  
25 are often required to satisfy a new preexisting condition  
26 exclusion or could be excluded from coverage entirely due to a  
27 medical condition. This bill requires group medical insurers and  
28 health maintenance organizations to waive medical underwriting  
29 and to waive the preexisting condition exclusion to the extent  
30 that benefits will have been covered under a prior group health  
31 plan which terminated within 60 days before the new coverage  
32 began. In the case of an employer changing insurers, the bill  
33 also provides for extension of coverage for insureds who are  
34 totally disabled.