

1300.63 Disclosure Form

(a)

The disclosure form required under subdivision (a) of Section 1363 of the Act shall conform to the following requirements.(1) The text shall be printed in at least 10-point block type. Titles and captions shall be in at least 12-point to 15-point bold face type. (2) It shall be written in clear, concise, easily understood language. (3) It should relate to one form of plan contract; however, disclosure forms offering alternative plans or options will be permitted if presented in a manner which clearly identifies the alternatives and their effect upon the contract. (4) It shall be presented in an easily readable format.

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The text shall be printed in at least 10-point block type. Titles and captions shall be in at least 12-point to 15-point bold face type.

(2)

It shall be written in clear, concise, easily understood language.

(3)

It should relate to one form of plan contract; however, disclosure forms offering alternative plans or options will be permitted if presented in a manner which clearly identifies the alternatives and their effect upon the contract.

(4)

It shall be presented in an easily readable format.

(b)

The disclosure form shall be arranged and captioned in the following manner, except as may otherwise be permitted by the Director. (1) The name of the plan and, if necessary, a designation of the plan contract described in the form. (2) The title of the form (e.g., "disclosure form," "summary of contract provisions"). (3) A statement in at least 10-point bold face type to the effect that the disclosure form is a summary only and that the plan contract itself should be consulted to determine the governing contractual provisions. (4) A statement to the effect that a specimen copy of the plan contract will be furnished on request. (5) The caption "Principal Benefits and Coverages," followed by a description of such benefits and coverages. (6) The caption "Principal Exclusions and Limitations on Benefits," followed by a description of the principal exclusions, exceptions, reductions and limitations that apply, and arranged in a uniform manner with the preceding section of the form. (7) The caption "Prepayments Fees" followed by a statement of the methods by which such premium may be paid; the full premium charge of the plan; and a statement of the authority to change the fees during the term of the contract. (8) The caption "Other Charges," followed by a description of each co-payment, co-insurance, or deductible requirement that may be incurred by the member or the member's family in obtaining coverage under the plan. (9) The caption "Choice of Physicians and Providers," followed by a description of the nature, extent and circumstances under which choice is permitted. This section shall include, if applicable, a subcaption "Liability of Subscriber or Enrollee for Payment" followed by a description of the financial liability which is, or may be, incurred by the subscriber, enrollee or a third party by reason of the exercise of such choice. (10) If applicable, the caption "Reimbursement Provisions," followed by a description of the circumstances under which reimbursements are made

under the plan contract, the extent of reimbursement, and the method of claim for reimbursement. (11) The caption "Facilities," followed by a statement of the principal facilities available under the plan contract, including their location and a description of the services, provided. The hours of availability of both emergency and nonemergency services should be indicated, either specifically or by general description. However, if the Director approves in advance, a plan may provide a telephone number from which information as to the identity and location of provider facilities defined in subsection (i)(2) of Section 1300.45 may be obtained, in lieu of listing such provider facilities. (12) The caption "Renewal Provisions," followed by a statement of the terms under which the plan contract may be renewed by the group or the plan member, including any reservation by the plan of any right to change premiums or other plan contract provisions. (13) In the case of group contracts, the caption "Individual Continuation of Benefits," followed by a statement of the terms and conditions under which subscribers and enrollees may remain in the plan, as provided pursuant to Subdivision (g) of Section 1373 of the Act. (14) The caption "Termination of Benefits," followed by a statement of the terms and conditions for cancellation or termination of benefits, including a statement as to when benefits shall cease in the event of nonpayment of the prepaid or periodic charge and the effect of nonpayment upon a member who is hospitalized or undergoing treatment for an ongoing condition.

(1)

The name of the plan and, if necessary, a designation of the plan contract described in the form.

(2)

The title of the form (e.g., "disclosure form," "summary of contract provisions").

(3)

A statement in at least 10-point bold face type to the effect that the disclosure form is a summary only and that the plan contract itself should be consulted to determine the governing contractual provisions.

(4)

A statement to the effect that a specimen copy of the plan contract will be furnished on request.

(5)

The caption "Principal Benefits and Coverages," followed by a description of such benefits and coverages.

(6)

The caption "Principal Exclusions and Limitations on Benefits," followed by a description of the principal exclusions, exceptions, reductions and limitations that apply, and arranged in a uniform manner with the preceding section of the form.

(7)

The caption "Prepayments Fees" followed by a statement of the methods by which such premium may be paid; the full premium charge of the plan; and a statement of the authority to change the fees during the term of the contract.

(8)

The caption "Other Charges," followed by a description of each co-payment, co-insurance, or deductible requirement that may be incurred by the member or the member's family in obtaining coverage under the plan.

(9)

The caption "Choice of Physicians and Providers," followed by a description of the nature, extent and circumstances under which choice is permitted. This section shall include, if applicable, a subcaption "Liability of Subscriber or Enrollee for Payment" followed by a description of the financial liability which is, or may be, incurred by the

subscriber, enrollee or a third party by reason of the exercise of such choice.

(10)

If applicable, the caption "Reimbursement Provisions," followed by a description of the circumstances under which reimbursements are made under the plan contract, the extent of reimbursement, and the method of claim for reimbursement.

(11)

The caption "Facilities," followed by a statement of the principal facilities available under the plan contract, including their location and a description of the services, provided. The hours of availability of both emergency and nonemergency services should be indicated, either specifically or by general description. However, if the Director approves in advance, a plan may provide a telephone number from which information as to the identity and location of provider facilities defined in subsection (i)(2) of Section 1300.45 may be obtained, in lieu of listing such provider facilities.

(12)

The caption "Renewal Provisions," followed by a statement of the terms under which the plan contract may be renewed by the group or the plan member, including any reservation by the plan of any right to change premiums or other plan contract provisions.

(13)

In the case of group contracts, the caption "Individual Continuation of Benefits," followed by a statement of the terms and conditions under which subscribers and enrollees may remain in the plan, as provided pursuant to Subdivision (g) of Section 1373 of the Act.

(14)

The caption "Termination of Benefits," followed by a statement of the terms and conditions for cancellation or termination of benefits, including a statement as to when

benefits shall cease in the event of nonpayment of the prepaid or periodic charge and the effect of nonpayment upon a member who is hospitalized or undergoing treatment for an ongoing condition.

(c)

In the event the receipt of benefits or reimbursements to subscribers or enrollees under the plan contract is subject to significant delays, based upon the current experience of the plan, the disclosure form may be required by the Director to disclose such facts.