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New York Divorce and Family Law Blog

[Medical Insurance and Divorce: One Law Repealed- Another Enacted](#)

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Two years ago, [Domestic Relations Law 177 was enacted](#), requiring parties to acknowledge their awareness that following the divorce they would no longer be eligible for medical insurance through their spouse on the basis of their marriage.

Recently, [the laws governing equitable distribution were amended](#) to require courts to consider the loss of medical insurance as a factor in awarding maintenance and distributing the marital property.

Unanticipated problems arose from the implementation of Domestic Relations Law 177 particularly because the statute mandated that all settlement or separation agreements, whenever executed, contain specific language intended to insure that the parties were aware of the potential loss of health insurance coverage. [The problem](#) was that:

perhaps thousands of individuals who, after having lived for many years subject to the terms of a stipulation/separation agreement relating to their marriage, may now want a divorce. For each of these individuals, it will be necessary that they find his or her former spouse and gain his or her agreement to a modification of the stipulation/settlement so that it complies with section 177 and therefore can be approved by a judge. Quite apart from the logistical difficulties attached to this obligation, which for spouses who have been separated for many years is of questionable or no value, there will be additional financial consequences associated with reestablishing their attorney-client relationships to re-execute stipulations or amend existing ones. Maybe more importantly, the present statute is generating delays in the processing of divorce actions - delays that could endanger the safety of litigants where underlying issues of domestic discontent or violence exist.

To get around this problem, Domestic Relations Law 177 was repealed and a new law, [Domestic Relations Law 255](#), enacted. Now, only agreements executed after October 9, 2009, must contain the statutorily mandated language.

To ensure that parties receive notice of the loss of medical benefits, the summons must not bear the notation that **“once the judgment is signed, a party hereto may or may not be eligible to be covered under the other party's health insurance plan, depending on the terms of the plan.”**