Indiana Department of Insurance
Company Filing Checklist - Policy Review Standards

10 Individual Accident & Health

Individual Accident and Health filings including Grandfathered Major Medical and Dental plans.

Please attach this completed checklist as a PDF to your electronic filing.

Company Name: _____ NAIC #: _____

Form Number(s): _____ Filing Date: _____

Product Type:

- ☐ Major Medical
- ☐ Dental
- ☐ Disablity Income
- ☐ Short Term Medical
- ☐ Supplemental Plan
- ☐ Accident Only
- ☐ Vision
- ☐ Specific Disease
- ☐ Indemnity Only
- ☐ Employer Coverage for Medical Eligible

☐ Other: _____

Adult Dental: Adult Dental (all dental plans other than Pediatric Stand-Alone Dental plans) should use the Grandfathered Company Filing Checklist (either non-HMO or HMO, as appropriate). It is assumed that Adult Dental plans will not apply for Exchange participation. Contact the Indiana Department of Insurance for further clarification, if needed.

Some product types may be exempt from certain filing requirements as marked by a double asterisk**

Requirements in this checklist include:

Instructions:

This document is intended to provide a checklist for form filings of the applicable Accident and Health product. The checklist contains (1) specific requirements/provisions and (2) certifications that the Insurer has acknowledged and is in compliance with particular laws, regulations and bulletins. Additionally, this checklist is intended to provide supplementary information regarding certain laws, regulations and/or bulletins. When providing the completed checklist, the Insurer is expected to address **each** checklist line item in the column labeled "Response" as follows:

- Provide the specific location(s) in the documents provided which address the requirement; or
- Provide an affirmative statement or initial that the certification is being given; or
- Provide an explanation as to why the Insurer believes the item is not applicable for the product submitted for review.

All checklist line items require a response. Failure to provide a fully completed checklist may result in a delay of regulatory approval.

Statute/Regulation	Requirements	Response	FOR IDOI USE ONLY Yes/No/Comments
A. General Filing Requirements			
IC 27-1-3-15	**FILING FEES:** The fees are $35 per form plus $35 for rates or the retaliatory fees based on your state of domicile, whichever is greater. Filing fee compliance includes general compliance with SERFF user/filing fees as related to utilizing Electronic Funds Transfer (EFT) payment method.	t	
IC 27-1-26	**FLESCH READABILITY:** Complete a Flesch readability certification.		
Bulletin 125	**RATE FILING REQUIREMENTS:** • All new product filings must include rates • Any form filing that impacts rates must be accompanied by the related rate justification • If rates change for any reason, they must be submitted for review. See the IDOI website for filing instructions indicating which Rate Filing Requirements document is applicable to the product being filed.		
Bulletin 125	**FILING DESCRIPTION/COVER/LETTER/NAIC TRANSMITTAL**: Each filing must contain a complete description of the filing using one of these three methods: 1. In SERFF on the General Tab – Filing Description; 2. As a note referring to a Cover Letter If using a Cover Letter, please attach the document to the Supporting Documentation Tab within SERFF.		

Statute/Regulation	Requirements	Response	FOR IDOI USE ONLY Yes/No/Comments
Bulletin 125	**CONSULTING AUTHORIZATION:** If the filing is submitted by an outside consulting firm, a letter giving authorization to file on behalf of the company. If you are filing for multiple companies, you must submit an authorization from each Company; list each company separately on the cover letter by NAIC #, Company Name and form #. Separate filing/retaliatory fees for each company will be applicable.		
Bulletin 125	**ACKNOWLEDGEMENT:** All IDOI instructions, checklists and requirements for accident and health rate and/or form filings have been satisfied and are in compliance with PPACA and state requirements. *Please acknowledge*		
B. Required Provisions			
	Policies MUST contain the following provisions, AS STATED, with the captions, or alternative appropriate captions. IF the provision does not apply, the Insurer may omit or amend WITH THE APPROVAL OF THE DEPARTMENT		
IC 27-8-5-3(a)(1)	**ENTIRE CONTRACT: CHANGES**: This policy, including the endorsement and attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the Insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.		
IC 27-8-5-3(a)(2)	**TIME LIMIT ON CERTAIN DEFENSES**: After two years from the date of issue of this policy, no misstatements, except fraudulent misstatements, made by the applicant on the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such two year period.		
IC 27-8-5-3(a)(3)	**GRACE PERIOD**: A grace period of ("7" for weekly premium policies, "10" for monthly premium policies and "31" for all other policies) days will be granted for the payment of each premium falling due after the first premium during which grace period the policy shall remain in force.		
IC 27-8-5-3(a)(4)	**REINSTATEMENT**: If any renewal premium is not paid within the time granted the insured for payment, a subsequent acceptance of premium by the Insurer or by any agent authorized by the Insurer to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy (see code for remainder of language).		

Statute/Regulation	Requirements	Response	FOR IDOI USE ONLY Yes/No/Comments
IC 27-8-5-3(a)(5)	**NOTICE OF CLAIM**: Written notice of claim must be given to the Insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the Insurer, or to any authorized agent of the Insurer, with information sufficient to identify the insured, shall be deemed notice to the Insurer. (See Ind. Code Sec. 27-8-5- 3(a)(5) for alternative language for loss-of-time benefit policies.)		
IC 27-8-5-3(a)(6)	**CLAIM FORMS**: The Insurer, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.		
IC 27-8-5-3(a)(7)	**PROOF OF LOSS**: Written proof of loss must be furnished to the Insurer at its office within 90 days after the date of such loss (within 90 days after termination of Insurer's liability period in case of policy providing periodic payments.) Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year after the time proof is otherwise required.		
IC 27-8-5-3(a)(8) IC 27-8-5.7	**TIME OF PAYMENT OF CLAIMS**: Payment for any loss (other than loss for which the policy provides periodic payment) will be paid immediately upon receipt of due written proof of loss, OR an insurer shall pay or deny each clean claim or notify the claimant of any deficiencies within 30 days if the claim is filed electronically or within 45 days if the claim is filed on paper, whichever is more favorable to the policyholder. If a policy provides for a periodic payment, it will not be paid less frequently than monthly. Any balance remaining unpaid upon the termination of liability when the policy provides periodic payment will be paid immediately upon receipt of due written proof.		

Statute/Regulation	Requirements	Response	FOR IDOI USE ONLY Yes/No/Comments
IC 27-8-5-3(a)(9)	**PAYMENT OF CLAIMS**: Indemnity for loss of life will be paid in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no designation or provision is then effective, such indemnity will be payable to the estate of the insured. Any other accrued indemnities unpaid at the insured's death may, at the option of the Insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the insured.		
IC 27-8-5-3(a)(10)	**PHYSICAL EXAMINATIONS AND AUTOPSY**: The Insurer at its own expense shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.		
IC 27-8-5-3(a)(11)	**LEGAL ACTIONS**: No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.		
IC 27-8-5-3(a)(12)	**CHANGE OF BENEFICIARY**: Unless the insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary, or to any other change in this policy.		
IC 27-8-5-3(a)(13)	**GUARANTEED RENEWABILITY**: In compliance with the federal Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), renewability is guaranteed.		
IC 27-8-5-22	**REFUND OF PREMIUM AT DEATH**: Pro-rated from date following date of death to end of paid period.		
IC 27-8-28 IC 27-8-29	**GRIEVANCE AND APPEALS PROCEDURES:** Provisions should be provided which describe a three tier process for handling (1) internal grievances, (2) internal appeals and (3) external appeals and the related time frames for each tier.		
Bulletin 128	**NOTICE:** Notice to policyholders regarding filing complaints with the Department of Insurance		
C. Optional Provisions	**The following provisions are not required in an individual policy. However, if a policy issued or delivered in Indiana addresses the matters listed below, its provisions must appear as stated, preceded by the captions or other approved captions. Any variance in this language must be at least as favorable to the insured and MUST be approved by the Department of**		
IC 27-8-5-2.7 Bulletin 133	**10-YEAR WAIVER OPTION**: Applicable to no more than 2 (two) specified conditions.		

Statute/Regulation	Requirements	Response	FOR IDOI USE ONLY Yes/No/Comments
IC 27-8-5-3(b)(1)	**CHANGE OF OCCUPATION**: If the insured becomes injured or sick after changing to an occupation or engaging in work more hazardous than as stated in this policy, the Insurer will pay only such benefits as the premium paid would have purchased. If the insured changes to an occupation less hazardous, then upon receipt of proof, the Insurer will reduce the premium rate accordingly and will return the excess pro rata unearned premium. In applying this policy, the Insurer must use the classification of risk and the premium rates last filed with the Department.		
IC 27-8-5-3(b)(2)	**MISSTATEMENT OF AGE**: If the age of the insured has been misstated, the amounts payable shall be such as the premium paid would have purchased at the correct age.		
IC 27-8-5-3(b)(3)	**OTHER INSURANCE WITH THIS INSURER**: If the insured currently has more than one policy with this Insurer, with total benefits exceeding the maximum limit of the policy, then the excess insurance is void and the premium for the excess insurance shall be returned. (Alternatively, only one policy elected by the insured shall be effective, and the Insurer will return any premium for other policies.)		
IC 27-8-5-3(b)(4) IC 27-8-5-3(b)(5)	**INSURANCE WITH OTHER INSURER(S)**: If there is other valid coverage for the same loss, on a provision of service basis or on an expense incurred basis, and this Insurer has not been given notice of the other coverage prior to the loss, the liability of this Insurer will be adjusted as well as a portion of the premiums paid.		
IC 27-8-5-3(b)(6)	**RELATION OF EARNINGS TO INSURANCE**: If total loss of time benefits promised under all valid loss of time coverage exceeds monthly earnings of the insured at time of disability or earning for the period of 2 years immediately preceding a disability, whichever is greater, the Insurer will be liable only for such proportionate amount of benefits, but this amount cannot be below $200 or the sum specified in such coverage. See Ind. Code Sec. 27-8-5-3(b)(6) for optional language if policy provides benefits until 50 years of age or if issued after 44 years of age for at least 5 years.		
IC 27-8-5-3(b)(7)	**UNPAID PREMIUM**: Any premium due and unpaid upon the payment of a claim under the policy may be deducted from the claim.		
IC 27-8-5-3(b)(8)	**CONFORMITY WITH STATE STATUTES**: Any provision of this policy which, on its effective date, conflicts with the statutes of Indiana (or the state where the insured resides on such date) is hereby amended to conform to the minimum requirements of such statutes.		
IC 27-8-5-3(b)(9)	**ILLEGAL OCCUPATION**: Insurer shall not be liable for any loss to which a contributing cause was the insured's commission of or attempt to commit a felony or to which the contributing cause was the insured's being engaged in an illegal occupation.		

Statute/Regulation	Requirements	Response	FOR IDOI USE ONLY Yes/No/Comments
IC 27-8-5-3(b)(10)	**INTOXICANTS AND NARCOTICS**: Insurer shall not be liable for a loss sustained or contracted in consequence of the insured's being intoxicated or under the influence of narcotics unless taken on the advice of a physician. (**Note: to be excluded, the loss must be in consequence of the insured's being intoxicated, not just occurring while the insured is intoxicated or under the influence of narcotics.)** The policy provision under this subdivision may not be used with respect to a policy that provides coverage for hospital, medical, or surgical expenses.		
D. Individual A&H Policies *Must Provide*			
IC 27-8-5-2(a)(3) IC 27-8-5-28 Bulletin 189	**Dependent Age 26:** A policy of accident and sickness insurance may not be issued, delivered, amended, or renewed unless the policy provides for coverage of a child of the policyholder or certificate holder, upon request of the policyholder or certificate holder, until the date that the child becomes twenty-six (26) years of age. Indiana Public Law 160-2011 requires Insurers and HMOs that offer dependent coverage to make the coverage available until a child reaches the age of 26. Consistent with the federal law, coverage cannot be restricted regardless of financial dependency, residency, marital status, student status, employment, eligibility for other coverage, or IRS qualification. This requirement applies to natural and adopted children, stepchildren, and children subject to legal guardianship.		
IC 27-8-5-2	**Intellectually Disabled Children:** If a policy provides that hospital or medical expense coverage of a dependent child terminates upon attainment of the limiting age for the dependent child as specified in the policy, the policy must also provide that a child's attainment of a limiting age does not terminate the hospital and medical coverage of such child while the child is and continues to be both (a) incapable of self-sustaining employment by reason of mental, intellectual, or physical disability; and (b) chiefly dependent upon the policyholder for support and maintenance. Proof of such incapacity and dependency must be furnished to the insurer by the policyholder within thirty-one (31) days of the child's attainment of the limiting age.		
IC 27-8-5-2.5**	**Pre-existing conditions** after 12 months		
IC 27-8-5-15.6**	**Mental Health Parity**, IF mental health benefits offered; Substance abuse parity with mental health parity offered		
IC 27-8-5-20	**Free look period**		
IC 27-8-5-21	**Adopted children**		

Statute/Regulation	Requirements	Response	FOR IDOI USE ONLY Yes/No/Comments
IC 27-8-5-26	**Breast reconstruction & prosthesis following mastectomy**—regardless of coverage at time of mastectomy		
IC 27-8-5.6-2(b)**	**Newborns**, unless pregnancy pre-existed issuance of policy		
IC 27-8-5-30(h)	**Pharmacy step therapy exception -** Company must provide in writing a procedure for use in requesting an exception to a step therapy protocol that includes instructions for making the request and outlines the obligations of the carrier in making the determination and notification of the insured.		
IC 27-8-6-4(b)	**Reimbursement for services**		
IC 27-8-14.5**	**Diabetes treatment**, supplies, equipment & education		
IC 27-8-20	**Off-label use of certain drugs**, IF drugs are Covered		
IC 27-8-24-4	**Infant screening tests** required by IC 16-41-17-2 & Minimum maternity stays, IF maternity benefits offered		
IC 27-8-24.1-5**	**Inherent metabolic disease**		
IC 27-8-24.2-5	**Orthotic and prosthetic devices**		
IC 27-8-24.3	**Victims of abuse** without regard to the abuse		
IC 27-8-26	Individuals without regard to **genetic testing**		
Bulletin 172	**Chemotherapy Parity**		
760 IAC 1-39-7	**AIDS, HIV and related conditions** IF other diseases covered (can't be unique exclusion)		
IC 27-8-34	**Telemedicine** services means health care services delivered by use of interactive audio, video, or other electronic media, including (a) medical exams and consultations; and (b) behavioral health, including substance abuse evaluations and treatment. A policy must provide coverage for telemedicine at parity for the same health care services delivered in person. Coverage for telemedicine services may not be subject to a dollar limit, deductible, or coinsurance requirement that is less favorable to a covered individual than the dollar limit, deductible, or coinsurance that applies to the same health care services delivered in person. Any annual or lifetime dollar limit that applies to telemedicine services must be the same as the annual or lifetime dollar limit that applies in the aggregate to all items and services covered under the policy.		
E. Individual A&H Policies *Must Offer*			

Statute/Regulation	Requirements	Response	FOR IDOI USE ONLY Yes/No/Comments
IC 27-8-14.2-4 Bulletin 136 Bulletin 179	**Autism Spectrum Disorder (Previously PDD)** As per Bulletins 136 and 179, "Coverage for services will be provided as prescribed by the insured's treating physician in accordance with a treatment plan." Autism Spectrum Disorder include Asperger's Syndrome and Autism.		
F. General Regulatory Issues	**Under the authority provided by IC 27-4-1-4, 27-8-5-1 and 27-8-5-1.5, the Department monitors various issues that have been determined to be unjust, unfair, inequitable, misleading, deceptive, or encourage misrepresentation of the policy or potentially constitute unfair trade practices. The following issues will also be reviewed.**		
IC 27-8-5-1.5(l)(2)	**APPLICATION QUESTIONS:** 1. Questions regarding an applicant's health cannot inquire about non-specific conditions prior to the most recent five years. 2. Questions inquiring if an applicant has had signs or symptoms of a condition are not permitted.		
IC 27-8-5-1.5(l)(2)	**ARBITRATION**: Mandatory and/or binding arbitration provisions are prohibited.		
IC 27-8-5-1.5(l)(2)	**LARGE ENDORSEMENTS:** The Department does not allow use of large or confusing endorsements to bring contracts into compliance. In such cases the entire contract should be refiled to incorporate the multiple changes. On a similar note, Indiana specific certificates should be filed rather than file an endorsement to revise another state's certificate.		
IC 27-8-5-1.5(l)(2)	**OPEN ENDORSEMENTS:** Highly flexible or "blank check" type endorsement forms that provide unlimited ability to revise forms without regulatory review are not allowed.		
IC 27-8-5-1.5(l)(2)	**PROHIBITED PROVISIONS:** The policy form cannot contain provisions that are unjust, unfair, inequitable, misleading, or deceptive, or that encourage misrepresentation of the policy.		
IC 27-8-5-1.5(l)(2)	**VARIOUS FEES:** Fees charged to accept or process an application are not allowed. One-time fees such as may be charged to issue a policy are acceptable providing they are clearly labeled and accompanied by a disclosure that the fee is fully refundable if the policy is not issued, not taken or returned during the "free look" period.		
IC 27-8-5-2.5 IC 27-8-5-19(c)(6)	**FIRST MANIFEST LANGUAGE:** Typically first manifest type language creates a permanent exclusion of coverage related to a condition present any time prior to the effective date of coverage contrary to any pre-existing condition provisions included in the form. Such inconsistencies are not permitted.		
Bulletin 103	**FULL AND FINAL DISCRETION**: No full and final discretion clauses except where policy is governed by ERISA.		

Statute/Regulation	Requirements	Response	FOR IDOI USE ONLY Yes/No/Comments
Bulletin 106	**FOREIGN LANGUAGE FORMS**: Foreign language forms must comply with Bulletin 106.		
760 IAC 1-8	**NONCANCELLABLE/GUARANTEED RENEWABLE:** Use of terms "Noncancellable" and "Guaranteed Renewable" must not be misleading.		
G. ACA *Must Provide*			
IC 27-8-5-1(c)	**SUMMARY OF BENEFITS COVERAGE:** The Summary of Benefits Coverage must reflect the covered Essential Health Benefits, cost-sharing and Actuarial Value (metal level) that the final approved rates and forms permit. Submission of the Summary is not required as a part of this filing; however, filer must certify to the completion and conformity with regulatory requirements of the Summary.		

By signing below, I am certifying on behalf of my company pursuant to Ind. Code 27-8-5-1.5(i)(1)(C) that our policy form(s) submitted with this checklist meets all of the applicable requirements of Indiana law and meets all the applicable requirements of federal law contained in the Patient Protection and Affordable Care Act. I understand and acknowledge, on behalf of my company, that the Indiana Department of Insurance is relying on this certification in making its determination whether to approve or disapprove this policy filing. If any policy provision is not in compliance with Indiana law or the Patient Protection and Affordable Care Act, the Indiana Department of Insurance may take regulatory action against my company.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____