Indiana Department of Insurance
Filing Company Checklist
Group Accident & Health Policy Review Standards

(Checklist must be submitted with filing—attach as PDF document if filing electronically)

Company Name_____ **NAIC #** _____

Form number(s)_____ **Filing date**_____

To be used with (Check all that apply.) ☐ Small Group ☐ Large Group ☐ Association
☐ Single Employer Group ☐ Multiple Employer Group ☐ Non-Employer Group

Product Type (Some types may be exempt from certain filing requirements as marked by **)
Check all that apply.
☐ Major Medical ☐ Accident Only ☐ Dental ☐ Vision ☐ Disability Income
☐ Specified Disease ☐ Short Term Medical ☐ Indemnity Only ☐ Supplemental Plan
☐ Employer Coverage for Medicare Eligible Only ☐ Other _____

Statute/Regulation/ Bulletin	***Requirement***	***N/A***	***Location in submitted documents***	***For IDOI USE ONLY Yes/No/Comments***
General Filing Requirements				
IC 27-1-3-15	***Filing Fees***—We will bill you quarterly. The fees are $35 per form plus $35 for rates or the retaliatory fees based on your state of domicile. **PLEASE DO NOT** submit any filing fees with your filing.			
Bulletin 125	**All rate filings that involve either an aggregate rate change or a change in the underlying factors utilized to calculate premium must be filed electronically. All information required by the Indiana Department of Insurance is on the website under the Accident and Health Instructions page must be included in the electronic filing.**			
Bulletin 125	NAIC Standard A&H Transmittal Sheet— Use coding from NAIC Uniform Product Coding Matrix— Links to these items on the IDOI website or www.naic.org			
Bulletin 125	A cover document, either the General Information tab within SERFF, or an NAIC Transmittal form or a cover letter, and one copy of all forms and rates to be filed. The cover document should include:			
	a) A reference "Re:" line identifying the insurance company's name and NAIC number, and the form number of **each** form to be filed.			
	b) If there are numerous forms in one filing, please list them on a separate document and indicate via reference "see additional listing." Please list the most important form first and keep the same order in related correspondence			
	c) The name of a contact person, w/ e-mail address, telephone and fax numbers. On all e-mails and other correspondence, please include NAIC number, Company Name and lead form number. Any submission of additional forms or materials should include a separate response for each filing being addressed.			

	d) The nature of the insurance product (e.g. Medicare Supplement, individual, small group, association group, employer group health, etc.)			
Bulletin 125	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.			
Required Provisions for Group A&H Policies	The following rights of insurers and insureds must be disclosed in group accident and sickness policies issued in Indiana. Exact wording is not required, as long as the substance matches the statutory language, or is more favorable to the insured or policyholder.			
IC 27-8-5-19(c)(1)	**GRACE PERIOD**: The policyholder has a grace period of 31 days for payment of premium due, except the first premium. Policy remains in force during the grace period, but insurer may hold claims incurred during grace period until premium is received.			
IC 27-8-5-19(c)(2)	**INCONTESTABILITY**: Validity of policy may not be contested after 2 years except for a) nonpayment of premiums, or if b) the disputed statement is in a written instrument signed by insured. Ineligibility of insured or enrollee under the policy may be disputed any time.			
IC 27-8-5-19(c)(3)	**COPY OF APPLICATION**: If there is an application, a copy must be attached to the policy at issue. Statements made by persons insured are representations, not warranties, and must be provided to insured persons in case of a dispute.			
IC 27-8-5-19(c)(4)	**EVIDENCE OF INSURABILITY**: Insurers may reserve the right to require individual evidence of insurability as a condition of coverage.			
IC 27-8-5-19(c)(5)	**PRE-EXISTING CONDITION LIMITATIONS**: For policies other than those described in section IC 27-8-5-2.5(a)(1) through 2.5(a)(8), any additional exclusions or limitations for a disease or physical condition that existed before the effective date, a) may apply only if advice or treatment was received during 6 months before effective date and b) may not apply to a loss or disability beginning after 12 months or 18 months if a late enrollee.			
IC 27-8-5-19(c)(6)	**EXCLUSIONS OR LIMITATIONS**: For policies described in IC 27-8-5-2.5(a)(1) through 2.5(a)(8), any additional exclusions or limitations for a disease or physical condition that existed before the effective date, a) may apply only if advice or treatment was received during 365 days before effective date and b) may not apply to a loss or disability beginning after the earlier of: 1) 365 days after effective date of coverage which no medical advice or treatment or 2) 2 years after coverage began.			
IC 27-8-5-2.5 Non-employer groups	**PRE-EXISTING CONDITIONS**: 12 months, but credit must be given for previous small group creditable coverage. 12-month look-back. No permanent waivers.			
IC 27-8-5-19(c)(7)	**MISSTATEMENT OF AGE**: Clear statement of how premiums, benefits or both will be fairly adjusted if covered person's age is misstated and if premiums and benefits vary by age.			
IC 27-8-5-19(c)(8)	**CERTIFICATE**: Insurer must issue to policyholder, for delivery to each insured person, a certificate of coverage explaining the protection, to whom the benefits are payable, and each family member and dependent's coverage. (See below for debtor's certificate.)			
IC 27-8-5-19(c)(9)	**TIMELY NOTICE OF CLAIM**: Insured must provide written notice of claim within 20 days after occurrence or commencement of loss, or as soon as reasonably possible.			
IC 27-8-5-19(c)(10)	**CLAIM FORMS**: Insurer must provide forms for filing proof of loss within 15 days of notice of claim, or claimants can submit their own.			

IC 27-8-5-19(c)(11)	**PROOF OF LOSS**: a) For disability claim, written proof of loss must be provided within 90 days of commencement of insurer's liability and at reasonable intervals thereafter if required. b) For other loss, written proof must be furnished within 90 days of loss. c) Claim will not be reduced if (a) or (b) was not reasonably possible but no later than 1 year after requirement.			
IC 27-8-5-3(a)(8) IC 27-8-5.7	**CLEAN CLAIMS:** An insurer shall pay or deny each clean claim as follows: (1) If the claim is filed electronically, within thirty (30) days after the date the claim is received by the insurer. (2) If the claim is filed on paper, within forty-five (45) days after the date the claim is received by the insurer. If an insurer fails to pay or deny a clean claim in the time required under subsection (a); and the insurer subsequently pays the claim; the insurer shall pay the provider that submitted the claim interest on the accident and sickness insurance policy allowable amount of the claim paid under this section.			
IC 27-8-5-19(c)(12)	**TIMELY PAYMENT OF CLAIMS**: all benefits payable under the policy (other than benefits for loss of time) will be paid in accordance with IC 27-8-5.7; and subject to due proof of loss, all accrued benefits under the policy for loss of time will be paid not less frequently than monthly during the continuance of the period for which the insurer is liable, and any balance remaining unpaid at the termination of the period for which the insurer is liable will be paid as soon as possible after receipt of the proof of loss**.**			
IC 27-8-5-19(c)(13)	**BENEFICIARIES**: Loss of life benefits are paid to the beneficiary designated by the insured. If the policy contains conditions pertaining to family status the policy terms apply. All other benefits payable to the person insured. Insurer may also choose to pay up to $5000 to a relative by blood or marriage if beneficiary is an estate or a minor. (Does not apply to policies insuring lives of debtors.)			
IC 27-8-5-19(c)(14)	**PHYSICAL EXAMINATION AND AUTOPSY**: Insurer has the right to examine the person during the pendency of a claim or to conduct an autopsy in case of death, unless prohibited by law.			
IC 27-8-5-19(c)(15)	**LEGAL ACTIONS**: No lawsuit may be filed to recover under the policy before 60 days after proof of loss is filed, and not later than 3 years after proof of loss is required to be filed.			
IC 27-8-5-19(c)(16)	**DEBTOR'S CERTIFICATE**: If policy insures debtors, the insurer will furnish to policyholder a certificate of insurance for each debtor insured, describing the coverage and benefits payable first to reduce or extinguish indebtedness.			
IC 27-8-5-19(c)(17)	**PROTECTION FOR DISABLED DEPENDENT**: If policy provides hospital or medical expense coverage of a dependent child and contains an attainment age provision, coverage cannot be terminated while the child is: a) incapable of self-sustaining employment because of mental retardation or mental or physical disability: and b) chiefly dependent on the member for support and maintenance. Proof must be provided within 120 days of limiting age, not more than once a year for next 2 years.			
IC 27-8-5-19(c)(18)	**GUARANTEED RENEWABILITY**: Indiana requires the portability and guaranteed renewability provisions of HIPAA, P.L.104-191.			
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 to policyholders regarding filing complaints with the Department of Insurance			
Optional Provisions for Group A&H Policies				

760 IAC 1-38.1	Coordination of Benefits – Required language if included			
Group A & H Policies *must provide:*				
IC 27-8-5-21	Adopted children			
IC 27-8-5-28 Bulletin 189	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.			
760 IAC 1-39-7	AIDS, HIV and related conditions IF other diseases covered (can't be unique exclusion) (Does not apply to specified disease policies)			
IC 27-8-5-26	Breast reconstruction & prosthesis IF mastectomy is covered			
IC 27-8-14.8**	Colorectal cancer screening *			
IC 27-8-5-27**	Dental anesthesia/ hospitalization			
IC 27-8-14.5**	Diabetes treatment, supplies & equipment			
IC 27-8-26	Individuals w/o regard to genetic testing			
IC 27-8-24-4	Minimum postpartum stay (if maternity benefits are offered) and infant screening tests required by IC 16-41			
IC 27-8-24.1**	Inherited metabolic disease			
IC 27-8-14**	Mammography * (Baseline, then 1 per year after 40 unless high risk)			
IC 27-8-5.6-2(b)**	Newborns, unless pregnancy pre-existed issuance of policy			
IC 27-8-20	Off-label use of certain drugs, IF drugs are covered			
IC 27-8-24.2	Orthotic and Prosthetic Devices			
IC 27-8-14.2-4 Bulletin 136	Pervasive development disorders including Autism and Asperger's			
IC 27-8-5-2.5**	Pre-existing conditions after 12 months			
IC 27-8-14.7**	Prostate cancer screening *(1 per year after 50 unless high risk)			
IC 27-8-24.3	Victims of abuse w/o regard to the abuse			
IC 27-8-5-15.6(e)	Substance Abuse Parity—when abuse treatment provided in conjunction with health treatment it must provide coverage in parity with other medical benefits.			
Group A&H Policies *must offer*				
IC 27-8-14.1**	Coverage for Surgical Treatment of Morbid Obesity			
See citations above	All coverage marked with a single asterisk must be offered to non-employer-based groups			
Small Group Policies				
IC 27-8-15-27	Pre-existing conditions after 9 months, 6 month look-back			
IC 27-8-15-29	Late Enrollees may have to wait 15 months			
IC 27-8-15-28	Waiver of exclusion and limitation period			
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, or deceptive, or that encourage misrepresentation of the policy or potentially constitute unfair trade practices. The following issues will also be reviewed.			
Application questions 27-8-5-1.5(l)	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. 3. Small employer applications may not require applicants declining coverage to complete health questions.			
Arbitration 27-8-5-1.5(i)	Mandatory and/or binding arbitration provisions are prohibited.			

First manifest language 27-8-5-19(c)(6) 27-8-5-2.5 27-8-15-27	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.			
Foreign language forms Bulletin 106	Foreign language forms must comply with Bulletin 106.			
Large endorsements 27-8-5-1.5(l)	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.			
Open endorsements 27-8-5-1.5(l)	Highly flexible or "blank check" type endorsement forms that provide unlimited ability to revise forms without regulatory review are not allowed.			
Privacy of health information 27-8-5-1.5(l)	Employers cannot be asked to reveal or certify the accuracy of any knowledge they may have regarding an individual's health condition.			
Various fees 27-8-5-1.5(l)	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.			
Bulletin 103	No full and final discretion clauses except where policy is governed by ERISA			
760 IAC 1-8	Use of terms "Noncancellable" and "Guaranteed Renewable" must not be misleading			
27-8-5-1.5(l)	The policy form cannot contain provisions that are unjust, unfair, inequitable, misleading, or deceptive, or that encourage misrepresentation of the policy.			

I hereby certify, pursuant to IC 27-8-5-1.5(i)(1)(C), that the policy form submitted with this checklist meets all requirements of Indiana law.

Filer: _____

Printed: _____

Company: _____

Title: _____

Date: _____