Indiana Department of Insurance
Company Filing Checklist - Policy Review Standards

29 Blanket

Blanket products including but not limited to student blanket 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
- ☐ Accident Only
- ☐ Vision
- ☐ Disability Income
- ☐ Specific Disease
- ☐ Short Term Medical
- ☐ Indemnity Only
- ☐ Supplemental Plan
- ☐ Employer Coverage for Medicare Eligible
- ☐ Travel
- ☐ Other: _____

All coverage items marked with a single asterisk (*) must be OFFERED to non-employer based groups.

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	Requirement	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.		
Bulletin 125	**RATE FILING REQUIREMENTS:** 1. All new product filings must include rates 2. Any form filing that impacts rates must be accompanied by the related rate justification 3. 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 or NAIC Transmittal, please attach the document to the Supporting Documentation Tab within		

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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	**The following rights of insurers and insureds must be disclosed in <u>blanket</u> 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 27-8-5-15(b)(1)	**ENTIRE CONTRACT:** A provision that the policy, including endorsements and a copy of the application, if any, of the policyholder and the persons insured shall constitute the entire contract between the parties, and that any statement made by the policyholder or by a person insured shall in absence of fraud, be deemed a misrepresentation and not a warranty, and that no such statements shall be used in defense to a claim under the policy, unless contained in a written application. Such person, his beneficiary, or assignee, shall have the right to make written request to the insurer for a copy of such application and the insurer shall, within fifteen (15) days after the receipt of such request at its home office or any branch office of the insurer, deliver or mail to the person making such request a copy of such application. If such copy shall not be so delivered or mailed, the insurer shall be precluded from introducing such application as evidence in any action based upon or involving any statements contained therein.		

Statute/Regulation	Requirement	Response	FOR IDOI USE ONLY Yes/No/Comments
IC 27-8-5-15(b)(2)	**NOTICE OF SICKNESS OR OF INJURY:** A provision that written notice of sickness or of injury must be given to the insurer within twenty (20) days after the date when such sickness or injury occurred. Failure to give notice within such time shall not invalidate nor reduce any claim if it is shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.		
IC 27-8-5-15(b)(3)	**CLAIM FORMS:** A provision that the insurer will furnish either to the claimant or to the policyholder for delivery to the claimant such forms as are usually furnished by it for filing proof of loss. If such forms are not furnished before the expiration of fifteen (15) days after giving of such notice, the claimant shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting, within the time fixed in the policy for filing proof of loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.		
IC 27-8-5-15(b)(4)	**PROOF OF LOSS:** A provision that in the case of claim for loss of time for disability, written proof of such loss must be furnished to the insurer within ninety (90) days after the commencement of the period for which the insurer is liable and that subsequent written proofs of the continuance of such disability must be furnished to the insurer at such intervals as the insurer may reasonably require, and that in the case of claim for any other loss, written proof of such loss must be furnished to the insurer within ninety (90) days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.		

Statute/Regulation	Requirement	Response	FOR IDOI USE ONLY Yes/No/Comments
IC 27-8-5-15(b)(5)	**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.		
IC 27-8-5-15(b)(6)	**PHYSICAL EXAMINATIONS AND AUTOPSY:** A provision that the insurer at its own expense, shall have the right and opportunity to examine the person of the injured or sick individual when and so often as it may reasonably require during the pendency of claim under the policy and also the right and opportunity to make an autopsy where it is not prohibited by law.		
IC 27-8-5-15(b)(7)	**LEGAL ACTIONS:** A provision that no action at law or in equity shall be brought to recover under the policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the policy and that no such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.		
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.		

Statute/Regulation	Requirement	Response	FOR IDOI USE ONLY Yes/No/Comments
IC 27-8-28 IC 27-8-29	**GRIEVANCE AND APPEALS:** 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			
760 IAC 1-38.1	**Coordination of Benefits** – Required language if included		
D. Blanket 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 27-8-5-15.6(d)	**Mental health parity** if mental health benefits are provided		
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.		
IC 27-8-5-21	**Adopted children**		
IC 27-8-5-26	**Breast reconstruction & prosthesis** IF mastectomy is covered		
IC 27-8-5-27	**Dental anesthesia/ hospitalization**		

Statute/Regulation	Requirement	Response	FOR IDOI USE ONLY Yes/No/Comments
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 27-8-5.6-2(b)	**Newborns**, unless pregnancy pre-existed issuance of policy		
IC 27-8-14	**Mammography** * (Baseline, then 1 per year after 40 unless high risk)		
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.		
IC 27-8-14.5	**Diabetes treatment, supplies & equipment**		
IC 27-8-14.7	**Prostate cancer screening** * (1 per year after 50 unless high risk)		
IC 27-8-14.8	**Colorectal cancer screening** *		
IC 27-8-20	**Off-label use of certain drugs**, IF drugs are covered		
IC 27-8-24	**Minimum maternity stays**, IF maternity benefits offered		
IC 27-8-24-4	**Infant screening tests** required by IC 16-41-17-2		
IC 27-8-24.1	**Inherited 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)		
COBRA/ERISA	**Opportunity for COBRA coverage** if employer has 20 or more employees		

Statute/Regulation	Requirement	Response	FOR IDOI USE ONLY Yes/No/Comments
E. Blanket Policies *Must Offer*			
IC 27-8-14.1	Coverage for surgical treatment of **Morbid Obesity**		
F. General Regulatory Issues	**Under the authority provided by IC 27-4-1-4 the Department monitors various issues that have been determined to be unfair, misleading 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(i)(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)	**PRIVACY OF HEALTH INFORMATION:** Employers cannot be asked to reveal or certify the accuracy of any knowledge they may have regarding an individual's health condition.		
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.		

Statute/Regulation	Requirement	Response	FOR IDOI USE ONLY Yes/No/Comments
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 27-8-5-19(c)(6) IC 27-8-5-2.5	**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.		
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.		

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: _____