

**Utah Insurance Department
Content Standards
Immediate Annuity - Single Premium
(Individual and Group)**

These Standards are provided to assist the insurer in filing forms and rates. They are not intended to be all-inclusive and are a work in progress. The standards are a brief synopsis of the referenced material and do not contain all requirements or exceptions. All references should be reviewed for compliance. **As required by U.C.A. § 31A-21-201(2), the insurer is responsible for assuring that forms and rates submitted are in compliance with the Utah Insurance Code and Rules.** If submitted filings are found to be out of compliance they will be referred to our Market Conduct Division for review and possible action.

FILING PROCEDURES		
Filing of Forms	31A-21-201 R590-227-4	Forms are accepted on a "FILE AND USE" basis. It is the insurer's responsibility that the filing is in compliance with Utah law and rules.
Sample Data	31A-2-202(6) R590-227-4	All filing information and data must be accurate, complete and consistent within all filing documents. The data page must contain amounts consistent with the actuarial memorandum and demonstration of values.
Variability - (bracketed data)	31A-21-201 R590-227-5	Any information that is variable must be bracketed and must be explained in a statement of variability or all items must be listed within brackets. Any change in the items contained within the brackets must be refilled prior to use. <i>The guaranteed minimum interest crediting rate may not be a variable item.</i>
GENERAL REQUIREMENTS		
Amendments or Endorsements	31A-21-106(2)	The contract may not be modified unless the modification is in writing and agreed to by the party against whose interest the modification operates.
Application	31A-21-201(3) 31A-22-429	An application must identify the insurer's name, state of domicile, address and must contain a replacement statement. An application must be included in every filing.
Arbitration	31A-21-314 R590-122	An arbitration provision must be properly disclosed in the policy, certificate, application and enrollment forms. No provision may deprive Utah courts of jurisdiction over an action against an insurer, except as provided in permissible arbitration provisions.
Assignment	31A-22-412	Subject to the exceptions allowed in the code, the assignment provision must allow the owner of any rights in the contract to assign any of those rights.
Claims Settlement	31A-26-301(1) R590-191-4	All proceeds and claims settlement provisions must be in compliance with 31A-26-301(1) and R590-191-4 that establishes the minimum standards for prompt claim handling and requires that the company must act within 15 days of receipt of due proof of the death.
Coverage Name, Description & Special Features	31A-22-426	The coverage name or title, a brief description of the coverage and any special features must be disclosed on the contract cover; i.e., single premium immediate annuity, fixed income annuity, no cash value.
Data Page	R590-227-6	Sample data page(s) must be complete to describe each payout option. The data must be accurate and consistent with all filing documents.
Death Claim Interest	31A-22-428 R590-191-5	Interest on the death proceeds is payable according to the date of issue.
Entire contract provision	31A-22-424	The contract and certificate must contain an entire contract provision that defines the documents and agreements that constitute the entire contract.
Examination Period	31A-22-423(1)(a) R590-93	A minimum examination period of 10 days for new issues and 30 days for replacement policies must be prominently printed on the cover page. A refund of premium is required upon return of the policy within the examination period.
Income Date	31A-21-201	It is considered misleading not to disclose the date annuity payments are scheduled to begin. Payments must start no later than twelve (12) months after the premium is paid.
Incontestability	31A-22-403	This provision must state that if the contract is contestable, it is incontestable after it has been in force for a period of two years during the lifetime of the insured. The code does not allow an exception for fraud.

Incorporation by Reference	31A-21-106	Except as provided in 31A-21-106(1)(b), no policy may contain any agreement or incorporate any provision not fully set forth in the policy.
Insurer Name	31A-21-201(3)(a)(iii) 31A-21-301(1)(a)	The exact name of the insurer, the administrative office address, and state of domicile must be identified conspicuously on the contract.
Limitation of Actions	31A-21-313 31A-21-314	An insurance contract may not limit the time for beginning an action to earlier than 60 days after proof of loss has been furnished as required by the contract. An insurance contract can not contain a provision limiting the right of action against an insurer to less than three years from the date the cause of action accrues. The provision cannot prescribe in what court an action may be brought.
Misstatement of Age and/or Sex	31A-22-405	The contract must state that if the age and/or sex of the insured is misstated in an application and the error is not adjusted during the person's lifetime, the amount payable is what the premium paid would have purchased at the correct age and/or sex.
Modification or Amendment of Contract	31A-21-106(2)	The contract may not be modified unless the modification is in writing and agreed to by the party against whose interest the modification operates.
Proof of Loss	31A-21-312 Bulletin 87-6	Proof of loss provision must allow the insured or claimant to file proof of loss as soon as reasonably possible.
Unfair, Misleading, Deceptive Provisions.	31A-21-201(3)(a)	Provisions may not be inequitable, unfairly discriminatory, misleading, deceptive, obscure, unfair, encourage misrepresentation, or not in the public interest. The policy may not contain inconsistent, ambiguous or misleading clauses, or contain exceptions and conditions that unreasonably affect the benefits purported to be provided in the general coverage of the contract.
ACTUARIAL DOCUMENTS		
Actuarial Memorandum	31A-17 Part 5 R590-227-5 through 9 R590-96	Actuarial memorandum must be currently signed and dated by a qualified actuary who is a member in good standing with the American Academy of Actuaries. The memorandum must describe all features of the contract. Refer to R590-96 for Annuity Mortality Tables for use in determining reserves. The rule requires use of the Annuity 2000 Mortality Table for individual annuity contracts issued after July 1, 1999.