

Accidental Death and Dismemberment

The following standard is provided to assist the insurer in submitting a filing. This is a brief synopsis and not intended to be all-inclusive or contain all requirements or exceptions. All references should be reviewed for compliance. References beginning with "31A" refer to Utah Code and those beginning with "R590" refer to department rules under Utah Admin Code. As required by § 31A-21-201(2), the insurer is responsible for assuring that all filings submitted are in compliance. Filings found to be out of compliance may be referred to our Market Conduct Division for review and possible action.

Filing

Subject	I	G	Citation	Description
Confidentiality / Classification of Documents	X	X	63G-2-309 R590-220-16	An issuer may consider some of the information filed to be privileged, proprietary, or confidential. A request must be submitted for protection classification that complies with Section 63G-2-305 when the filing is submitted.
Filing Submission	X	X	31A-21-201 R590-220	A licensee and filer are responsible for assuring that a filing, as defined in R590-220-4(10), is in compliance with Utah laws and rules. Non-compliant filings will be rejected and not considered filed with the department.
Form Number	X	X	R590-220-7(1)(b)	Each form must be clearly identified by a unique form number, and the form number must not be variable.
Variability	X	X	R590-220-6(4)(f) R590-220-7	All variable data must be bracketed and with an explanation, either by imbedding in the form, or by a separate form identified by its own unique form number and edition date. Changes to the variable data must be refiled prior to use. Blank spaces must be completed in John Doe fashion.

General

Subject	I	G	Citation	Description
Age	X	X	31A-22-613 R590-126-6(8)	If age is used as a determining factor affecting premium or coverage it must be disclosed.
Application	X	X	31A-21-201(3)(a)(iii) R590-126-6(1) R590-220-7(2)	The application must conspicuously provide the insurers exact name and domicile state. Questions and required statements must be in compliance. Applications must be disclosed in all policy and certificate filings.
Arbitration	X	X	31A-21-313 & 314 R590-122	If included, a permissible arbitration provision must be properly disclosed in the policy, certificate, application, and enrollment forms. It may not deprive Utah courts of jurisdiction over an action against an insurer. Permissible: -Optional binding arbitration at the exclusive election of an insured party. -Both compulsory and optional binding arbitration at the election of either the insured or the insurer. NOT permissible: -Compulsory non-binding arbitration
Cancellation, Renewability, and Termination	X	X	31A-22-716 R590-126-5(3)	Each policy must include a renewal or non-renewal provision. Such provision must be appropriately captioned, and must appear on the first page of the policy. When discontinuing or non-renewing a plan the issuer must include the number of policyholders, covered lives affected, and identify plan(s) currently marketed with the most similar replacement.
Certificate	X	X	31A-21-311	The certificate must contain a summary of all the benefits, exclusions and limitations, and any rights of conversion.
Claim Settlement	X	X	31A-26-301.6 R590-192	Provide fair and rapid settlement of claims and protection of claimants from unfair claims settlement practices. Interest must be paid when claim is not paid timely.
Company Name	X	X	31A-21-201, 301 & 311	The exact name of the insurer and its state of domicile must appear conspicuously in the policy, certificate, application, and any other applicable form. Variability is not permitted.
Definitions	X	X	31A-1-301 R590-126-3	Forms must comply with these definitions, the Uniform Glossary, and any others as applicable.
Endorsement or Rider	X	X	31A-21-106 R590-126-6(3) & (4)	A contract may not be modified unless it is in writing and requires a signed acceptance by the policyholder. If additional premiums are charged for endorsement benefits, the premium must be disclosed on the policy or certificate.
Examination Period	X		31A-22-606	Required notice stating the timeframe and right to return a policy for any reason.
Felony, Riot, Insurrection or Illegal Activities	X	X	31A-21-201 R590-126-4(4)	May exclude losses directly resulting from an insured's voluntary participation.
Grace Period	X	X	31A-22-607	Policies must provide a grace period. An in-force policy cannot be terminated prior to the end of the grace period. Group policies must provide a 30 day grace period and remain in-force.
Incontestability	X	X	31A-22-609	Only a fraudulent misstatement regarding insurability is a basis for avoidance after coverage has been in effect for two years.

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Incorporation by Reference	X	X	31A-21-106 Bulletin 94-1	A form may not incorporate any provision not fully disclosed, unless citing a federal or state law, rule, or public directive.
Jurisdiction	X	X	31A-21-314	Policy cannot contain any provision requiring it to be construed according to the laws of another jurisdiction, or deny Utah courts jurisdiction.
Limitation of Actions	X	X	31A-21-313	No action may be brought against an insurer until the earlier of: 60 days after proof of loss, waiver by the insurer of proof of loss, or the insurer's denial of payment, and must commence within three years after the inception of the loss.
Limitations or Exclusions	X	X	31A-21-201(3) R590-126-4	Forms must not limit or exclude coverage or benefits except as pre-approved by the commissioner.
Nondiscrimination Among Health Care Professionals	X	X	31A-22-618	No insurer may unfairly discriminate against any licensed class of health care providers when the treatment is within the scope of the provider's license.
Notice and Proof of Loss	X	X	31A-21-312 Bulletin 87-6	Proof of loss provision must allow the insured or claimant to file the notice and/or proof of loss as soon as reasonably possible.
Notice of Termination		X	31A-22-716	Every policy must include a provision that obligates the policyholder to give 30 days prior written notice to each member.
Outline of Coverage	X		R590-126-8(6), (7), (12), (13), (15), (16) 31A-22-605(7)	The required content and format of the policy summary.
Overpayment / Payment Recovery	X	X	31A-26- 301.6(14) 31A-21-108 R590-131-8.D & F	Recovery of an amount improperly paid must be in accordance with the timeframes outlined under law.
Physical Exam	X	X	31A-21-201	If an insurer requires a physical exam, the insurer must pay for such exam.
Premium Change	X		R590-126-5(14)	Notice of premium change must be given to policyholder in advance, pursuant to code.
Probationary Period	X		R590-126-4(1)(c)	Accident policies may not contain probationary or waiting periods.
Reinstatement	X		31A-22-608	Required reinstatement provision.
Replacement	X		R590-126-9	Notice required when sale involves replacement of another policy, if applicable.
Return of Premium	X	X	31A-21-302 31A-21-315	Any excess premium must be returned and does not have to be requested.

Dependent

Subject	I	G	Citation	Description
Administrative or Court Ordered Coverage	X	X	31A-22-610.5	Coverage must be provided without regard to the enrollment season, dependency, residency or service area. Unless otherwise specified in a court order, coverage must remain in force as it would for any other dependent.
Coverage from the Moment of Birth or Date of Placement	X	X	31A-22-610	If a policy provides coverage for any member of a policy or certificate holder's family, the policy must provide coverage for: <ul style="list-style-type: none"> 1. A newborn child from the moment of birth; and 2. An adopted child, from the moment of birth if placement for adoption occurs within 30 days of the child's birth, or from the date of placement if placement for adoption occurs 30 days or more after the child's birth.□ <p>Placement for adoption may not be defined more restrictively than the assumption and retention by a person of a legal obligation for total or partial support of a child in anticipation of the adoption of the child.</p>
Dependent Eligibility	X	X	31A-22-610.5	Notification, enrollment, and additional premium, if required, must be completed within 30 days. <p>If dependents are covered, the following apply:</p> <ul style="list-style-type: none"> - dependents must be covered up to age 26 - all dependents must be treated equally (step, court or administrative ordered, etc) - cannot require student status - cannot require residency status - coverage must continue in force through the last day of the month
Disabled Dependents	X	X	31A-22-611	A policy that provides coverage for dependents must provide coverage for disabled dependents.
Enrollment when additional premium not required	X	X	31A-22-610(2)(e)	If additional premium is not required for a new dependent, the policy / certificate holder has 30 days from the denial of claim for services to enroll the child.

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Spouse Rights	X	X	31A-22-612 R590-126-5(2)	Applicable provisions for a spouse.
Specific				
Subject	I	G	Citation	Description
Accident Disclosures	X		R590-126-6(7)	Required disclosure or notice.
Benefit Standards	X		R590-126-7(6)&(7)	All forms must comply with the required standards.
Disability Income Benefits	X		R590-126-5(10) R590-126-7(5)	If provided, a policy must not require a loss to commence less than 30 days after the date of accident, if the accident occurred while the policy was in force.
Disappearance	X		R590-126-6(9)	If disappearance is a covered benefit, payment must be made when satisfactory proof of loss is provided.
Dismemberment Benefits	X		R590-126-5(11)	Benefits may not be in lieu of other benefits unless specific benefit equals or exceeds the other benefits.
Emergency Services	X	X	31A-22-627	Definition of "Emergency Medical Condition" and coverage requirements.
Fracture	X		R590-126-5(12)	A policy may not limit benefits only to "full or complete" fractures or dislocations.
Government Confinement	X		R590-126-4(3)	Policies providing indemnity coverage may not contain provisions excluding coverage because of confinement in a hospital operated by the federal government.
Mini-COBRA		X	31A-22-722	Allows extension of benefits under the group policy for twelve months. Applicable to groups that do not have COBRA rights.
Notice to Buyer	X		R590-126-6(7)	Required disclosure.
Optional Insured	X		R590-126-5(4)	The insured must have the option to include all insureds under such coverage and not just the principal insured.
Post Hospital Admission	X		R590-126-5(7)	A policy providing convalescent or extended care benefits following hospitalization must not condition the benefits upon admission to the convalescent or extended care facility within a period of less than 14 days after discharge from the hospital.
Preexisting Conditions	X	X	31A-22-605.1 R590-126-3(38), 4(2) & 6(6)	A preexisting condition must not be defined more restrictively than disclosed in statute and within the outlined time frames. Limitations for preexisting must appear as a separate statement in the form.
Time Limit for Occurrence of Loss	X		R590-126-5(10)	If a loss occurs within 180 days from the date of an accident, benefits must be payable.
Transplant Donor	X		R590-126-5(8)	If transplant coverage is provided, benefits must also be provided for the live donor's eligible expenses.
Rating				
Subject	I	G	Citation	Description
Requirements	X		R590-85	All rate filings must contain -Utah and nationwide experience -Current rates and proposed rates -Prior rate related SERFF tracking numbers -Average annual premium per policy -Other information as required in the code
Reporting				
Subject	I	G	Citation	Description
Plan of Orderly Withdrawal	X	X	31A-4-115	Prior to withdrawing from offering a line of insurance, a carrier must provide: -a notice of discontinuance at least 180 days prior to discontinuance to affected insureds, and -a request in writing, at least 30 working days prior to the 180 day requirement, for approval by the commissioner.

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