|  |
| --- |
| **Maine Bureau of Insurance** |
| Form Filing Review Requirements Checklist |
| TOI - H11I |
| Individual Disability Income |
| Revised – 11/2/2020 |
| Carriers must confirm compliance and IDENTIFY the LOCATION (Form number, Page number, Section, Paragraph, etc.) of the standard in the form in the last column. Any response of N/A requires that a carrier explain why the requirement is not applicable. |
| This checklist is intended to provide a summary of State and Federal requirements for the TOI listed above. Please see the laws/rules referenced in the checklist below for the full requirement. |

|  |  |  |  |
| --- | --- | --- | --- |
| **REVIEW REQUIREMENTS** | **REFERENCES** |  | **COMPLIANCE** |
| **GENERAL SUBMISSION REQUIREMENTS** |  |  |  |
| Electronic (SERFF) Filing Requirements: | [Title 24-A § 2412](https://legislature.maine.gov/statutes/24-A/title24-Asec2412.html)(2) [Bulletin 360](https://www.maine.gov/pfr/insurance/sites/maine.gov.pfr.insurance/files/inline-files/360_0.pdf) | All filings must be filed electronically, using the NAIC System for Electronic Rate and Form Filing (SERFF). See http://www.serff.com. |  |
| FILING FEES | [Title 24-A § 601](https://legislature.maine.gov/statutes/24-A/title24-Asec601.html) (17) | $20.00 for Rate filings, rating rules filings, insurance policy, forms, riders, endorsements and certificates. See General Instructions page in SERFF for additional information on filing fee structure. Filing fees must be submitted by EFT in SERFF at the time of submission of the filing. All filings require a filing fee unless specifically excluded per 24-A M.R.S.A. §4222(1), and/or are a required annual report. |  |
| Grounds for disapproval | [Title 24-A § 2413](https://legislature.maine.gov/statutes/24-A/title24-Asec2413.html) | Seven categories of the grounds for disapproving a filing. |  |
| Readability | [Title 24-A § 2441](https://legislature.maine.gov/statutes/24-A/title24-Asec2441.html) | Minimum of 50.  Riders, endorsements, applications all must be scored. They may be scored either individually or in conjunction with the policy/certificate to which they will be attached. Exceptions: Federally mandated forms/language, Groups > 1000, Group Annuities as funding vehicles. Scores must be entered on form schedule tab in SERFF. |  |
| **GENERAL POLICY PROVISIONS** |  |  |  |
| Change of Beneficiary | [Title 24-A § 2716](https://legislature.maine.gov/statutes/24-A/title24-Asec2716.html) | The following must be included: Unless the insured makes an irrevocable beneficiary, the right to change the beneficiary is reserved to the insured and the consent of the beneficiaries is not required to surrender, assign, or change the beneficiary, or to any other changes in the policy. |  |
| Disclosure of Benefit Offsets | [Title 24-A § 2717](https://legislature.maine.gov/statutes/24-A/title24-Asec2717-A.html)-A | 1. Disclosure to applicants.  At or before the time of application for any policy subject to this chapter that provides disability income benefits, the insurer shall provide the applicant with a clear and conspicuous written notice, on the application form or in a separate document, that accurately explains to the applicant all types of other sources of income that may result in a reduction of the benefits payable under the policy.  2. Recovery of disability benefit overpayments.  For claims filed after January 1, 2006, an insurer that is entitled to reduce disability income benefit payments when the insured receives income from other sources and that is entitled to recover overpayments through offsets against current payments to the insured may not recover such overpayments at a rate greater than 20% of the net benefit per benefit payment period unless:  A. For policies applied for after September 13, 2003, the insurer has complied with the requirements of subsection 1;  B. The insurer effects the offset of benefits within 60 days of notice to the insurer, or such later date as the insurer begins paying benefits to the insured, that the insured is receiving or is entitled to receive income that may result in a reduction of benefits payable under the policy;  C. The overpayment did not result from the insurer's miscalculation of benefit reductions or the insurer's miscalculation of benefits payable under the policy; and  D. The insurer provided the insured with clear and conspicuous written notice that accurately explains to the insured all types of other sources of income that may result in a reduction of the benefits payable under the policy within 30 days of the date a claim for disability benefits was filed. |  |
| Entire contract - Changes | [Title 24-A § 2705](https://legislature.maine.gov/statutes/24-A/title24-Asec2705.html) | The following must be included: Entire contract; changes: This policy, including the endorsements and the 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. |  |
| Examination, autopsy | [Title 24-A § 2714](https://legislature.maine.gov/statutes/24-A/title24-Asec2714.html)  [Title 24-A § 2826](https://legislature.maine.gov/statutes/24-A/title24-Asec2826.html) | The following must be included:  Physical examination 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. |  |
| Explanations for any Exclusion of Coverage for work related sicknesses or injuries | [Title 24-A § 2413](https://legislature.maine.gov/statutes/24-A/title24-Asec2413.html) | If the policy excludes coverage for work related sicknesses or injuries, clearly explain whether the coverage is excluded if the enrollee is exempt from requirements from state workers compensation requirements or has filed an exemption from the workers compensation laws. |  |
| Genetic Information Protections | [Title 24-A § 2159](https://legislature.maine.gov/statutes/24-A/title24-Asec2159-C.html)-C(3)  [Title 24-A § 2159](https://legislature.maine.gov/statutes/24-A/title24-Asec2159.html)-C(4) | An insurer may not make or permit any unfair discrimination against an individual in the application of genetic information or the results of a genetic test in the issuance, withholding, extension or renewal of an insurance policy. An insurer may not request, require, purchase or use information obtained from an entity providing direct-to-consumer genetic testing without the informed written consent of the individual who has been tested. |  |
| Grace Period | [Title 24-A § 2707](https://legislature.maine.gov/statutes/24-A/title24-Asec2707.html) | The policy must include a “Grace period” of not less than 7 days for weekly premium, 10 days for monthly premium, and 31 days for all other policies. |  |
| Legal Actions | [Title 24-A § 2715](https://legislature.maine.gov/statutes/24-A/title24-Asec2715.html) | There shall be a provision as follows:  Legal actions: No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty 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. |  |
| Live Organ Donation Prohibition | [Title 24-A § 2159](https://legislature.maine.gov/statutes/24-A/title24-Asec2159-D.html)-D | Notwithstanding any other provision of law, an insurer authorized to do business in this State may not: A. Limit coverage or refuse to issue or renew coverage of an individual under any life insurance, disability insurance or long-term care insurance policy due to the status of that individual as a living organ donor; B. Preclude an individual from donating all or part of an organ as a condition of receiving coverage under a life insurance, disability insurance or long-term care insurance policy; C. Consider the status of an individual as a living organ donor in determining the premium rate for coverage of that individual under a life insurance, disability insurance or long-term care insurance policy; or D. Otherwise discriminate in the offering, issuance, cancellation, amount of coverage, price or any other condition of a life insurance, disability insurance or long-term care insurance policy based solely and without any additional actuarial justification upon the status of an individual as a living organ donor. |  |
| Minimum Standards for Health Insurance Benefits | [Rule 755](https://www.maine.gov/sos/cec/rules/02/031/031c755.doc) § 6 | The following minimum standards for benefits are prescribed for the categories of coverage noted in the following subsections. An individual health insurance policy or group health insurance policy or certificate shall not be delivered or issued for delivery in this state unless it meets the required minimum standards for the specified categories or the Superintendent finds that the policies or certificates are approvable as supplemental health insurance and the outline of coverage complies with the outline of coverage in Section 7(M) of this rule. The heading of the cover letter of any form filing subject to this rule shall state the category of coverage set forth in [Title 24-A § 2694](https://legislature.maine.gov/statutes/24-A/title24-Asec2694.html) that the form is intended to be in. This section shall not preclude the issuance of any policy or contract combining two or more categories set forth in [Title 24-A § 2694](https://legislature.maine.gov/statutes/24-A/title24-Asec2694.html).The requirements set forth in this section are in addition to any other applicable requirements as specified in Section 3(D).A. General Rules(1)A “noncancellable,” “guaranteed renewable,” or “noncancellable and guaranteed renewable” individual health insurance policy shall not provide for termination of coverage of the spouse solely because of the occurrence of an event specified for termination of coverage of the insured, other than nonpayment of premium. In addition, the policy shall provide that in the event of the insured’s death, the spouse of the insured, if covered under the policy, shall become the insured.(2)(a) The terms “noncancellable,” “guaranteed renewable,” or “noncancellable and guaranteed renewable” shall not be used without further explanatory language in accordance with the disclosure requirements of Section 7A(4).(b) The terms “noncancellable” or “noncancellable and guaranteed renewable” may be used only in an individual health insurance policy that the insured has the right to continue in force by the timely payment of premiums set forth in the policy at least until the age of 65 or until eligibility for Medicare, during which period the insurer has no right to make unilaterally any change in any provision of the policy while the policy is in force.(c) An individual health insurance policy that provides for periodic payments, weekly or monthly, for a specified period during the continuance of disability resulting from accident or sickness must provide that the insured has the right to continue the policy in force at least to age 60. The policy must further provide that if the insured is actively and regularly employed at age 60, the insured has the right to continue the policy in force at least until the earlier of the date the insured ceases to be actively and regularly employed or the insured’s normal retirement age under social security. If the insured is ineligible for social security benefits, age 65 may be substituted for the insured’s normal retirement age under social security.(d) A policy that is subject to the renewal requirements of [Title 24-A § 2850](https://legislature.maine.gov/statutes/24-A/title24-Asec2850-B.html)-B and that permits the insurer to non-renew for any reason other than nonpayment of premiums must be labeled “guaranteed renewable with limited exceptions.”(e) Except as provided in subparagraph (c) and (d) above, the term “guaranteed renewable” may be used only in a policy that the insured has the right to continue in force by the timely payment of premiums at least until the age of 65 or until eligibility for Medicare, during which period the insurer has no right to make unilaterally any change in any provision of the policy while the policy is in force, except that the insurer may make changes in premium rates on a class basis.(3) In an individual health insurance policy covering both husband and wife, the age of the younger spouse shall be used as the basis for meeting the age and durational requirements of the definitions of “noncancellable” or “guaranteed renewable.” However, this requirement shall not prevent termination of coverage of the older spouse upon attainment of the stated age so long as the policy may be continued in force as to the younger spouse to the age or for the policy duration period specified in the policy.(4) When accidental death and dismemberment coverage is part of the individual health insurance coverage offered under the contract, the insured shall have the option to include all insureds under the coverage and not just the principal insured.(5) If a policy contains a status-type military service exclusion or a provision that suspends coverage during military service, the policy shall provide, upon written request of the payer, for refund of unearned premiums as applicable to the person on a pro rata basis beginning with the first day of military service. The policy must also provide for coverage to resume without penalty to the owner upon receipt of a written request within 30 days of the end of military service.(7) A policy may contain a provision relating to recurrent disabilities, but a provision relating to recurrent disabilities shall not specify that a recurrent disability be separated by a period greater than six months.(8) Accidental death and dismemberment benefits shall be payable if the loss occurs within 90 days from the date of the accident, irrespective of total disability. Disability coverage for loss due to an accident that occurs while the policy is in force may impose a time limit not to exceed 30 days on the time between the accidental event and commencement of the loss, but the limit must be waived if there is a clear cause and effect relationship between the accident and the subsequent loss.(9) Specific dismemberment benefits shall not be in lieu of other benefits unless the specific benefit equals or exceeds the other benefits.(10) If a continuous loss commences while a policy or certificate providing disability income benefits is in force, termination of the policy will not relieve the insurer of liability for that loss. The continuous total disability of the insured may be a condition for the extension of benefits beyond the period the policy was in force, limited to the duration of the benefit period, if any, or payment of the maximum benefits.(13) A short-term nonrenewable policy shall be classified in one of the categories specified in Subsections B through I, K, or L based on its benefits.(14) For a Sickness first manifested before the policy effective date, that was fraudulently not disclosed or fraudulently misrepresented in answer to a question in an application for coverage, an insurer may void or contest the policy or deny a claim at any time. H. Individual Disability Income Protection Coverage “Individual disability income protection coverage” provides for periodic payments, weekly or monthly, for a specified period during the continuance of disability resulting from either sickness or injury or a combination of them. The requirements of this subsection do not apply to policies providing business buy-out coverage.(1) Policies shall not contain an elimination period greater than:(a) 90 days in the case of a coverage providing a benefit of one year or less;(b) 180 days in the case of coverage providing a benefit of more than one year but not greater than two (2) years; or(c) 730 days in all other cases during the continuance of disability resulting from sickness or injury;(2) The maximum benefit period shall be at least three months except a maximum benefit period of one month is permitted for normal pregnancy and normal childbirth or for miscarriage.(3) No reduction in benefits shall be put into effect because of an increase in Social Security or similar benefits during a benefit period.(4)An insurer may condition total disability benefits on care by a physician other than the insured or a member of the insured’s immediate family. I. Accident Only Coverage “Accident only coverage” is a policy that provides coverage, singly or in combination, for death, dismemberment, disability, or hospital and medical care caused by accident. Accidental death and double dismemberment amounts under the policy shall be at least $2,000 and a single dismemberment amount shall be at least $1,000. |  |
| Notification prior to cancellation; restrictions on cancellation, termination or lapse due to cognitive impairment or functional incapacity | [Title 24-A § 2707](https://legislature.maine.gov/statutes/24-A/title24-Asec2707-A.html)-A  [Rule 580](https://www.maine.gov/sos/cec/rules/02/031/031c580.doc) | An insurer shall provide for notification of the insured person and another person, if designated by the insured, prior to cancellation of a health insurance policy for nonpayment of premium. Insurers must provide the following disclosure, notice and reinstatement rights:  1. Insured has the right to elect a third party to receive notice and that the insurer will send them a third party notice request form to make that selection.  2. Insured and designated individual will receive a 10 day notice of cancellation.  3. Insured has the right to reinstatement of the contract if the insured suffers from cognitive impairment or functional incapacity and the ground for cancellation was the insured’s nonpayment of premium or other lapse or default on the part of the insured.  4. Notice that if a request for reinstatement of coverage because of cognitive impairment or functional incapacity is denied, notice of denial shall be provided to the insured and to the person making the request, if different. The notice of denial shall include notification of the 30 day period following receipt of the notice during which a hearing before the Superintendent may be requested. |  |
| Policy Definitions | [Rule 755](https://www.maine.gov/sos/cec/rules/02/031/031c755.doc) § 4 | A. Except as provided in this rule, an individual health insurance policy or group health insurance policy or certificate delivered or issued for delivery to any person in this state and to which this rule applies shall contain definitions respecting the matters set forth below that comply with the requirements of this section. Definitions may need to be modified to comply with other requirements specified in Section 3(D).  C. “Accident,” “accidental injury,” and “accidental means” shall be defined to employ “result” language and shall not include words that establish an accidental means test or use words such as “external, violent, visible wounds” or similar words of description or characterization. The definition shall not be more restrictive than the following: “accident,” “accidental injury,” or “accidental means” means accidental bodily injury sustained by the insured person that is the direct cause of the condition for which benefits are provided and that occurs while the insurance is in force.  I. “Partial disability” shall be defined in relation to the individual’s inability to perform one or more, but not all, of the “major,” “important,” or “essential” duties of employment or occupation, or in relation to a percentage of time worked, to a specified number of hours worked, or to compensation earned.  J. “Physician” may be defined by including words such as “qualified physician” or “licensed physician.” The use of these terms requires an insurer to recognize and to accept, to the extent of its obligation under the contract, all providers of medical care and treatment when the services are within the scope of the provider’s licensed authority and are provided pursuant to applicable laws'.  K. “Preexisting condition” shall not be defined more broadly than the following: “Preexisting condition means the existence of symptoms that would cause an ordinarily prudent person to seek diagnosis, care, or treatment within a 24-month period preceding the effective date of the coverage of the insured person or a condition for which medical advice or treatment was recommended by a physician or received from a physician within a 24-month period preceding the effective date of the coverage of the insured person.”  L. “Residual disability” shall be defined in relation to the individual’s reduction in earnings and may be related either to the inability to perform some part of the “major,” “important” or “essential duties” of employment or occupation, or to the inability to perform all usual business duties for as long as is usually required. A policy that provides for residual disability benefits may require a qualification period, during which the insured must be continuously totally disabled before residual disability benefits are payable. The qualification period for residual benefits may be longer than the elimination period for total disability. In lieu of the term “residual disability,” the insurer may use “proportionate disability” or other term of similar import that in the opinion of the Superintendent adequately and fairly describes the benefit.  M. Sickness” shall not be defined to be more restrictive than the following: “Sickness means illness or disease of an insured person.  N. “Total disability”(1)A general definition of total disability shall not be more restrictive than one requiring that the insured, as a result of the covered sickness or accident, is unable to engage in any employment or occupation for which he or she is or becomes qualified by reason of education, training, or experience, and is not, in fact, engaged in any employment or occupation for wage or profit.(2)Total disability may be defined in relation to the inability of the person to perform duties, but the definition must not require that an individual be unable to:(a)Perform “any occupation whatsoever,” “any occupational duty,” or “any and every duty of his occupation”; or(b)Engage in a training or rehabilitation program.(3)An insurer may require the complete inability of the person to perform all of the substantial and material duties of his or her regular occupation or words of similar import, provided that “regular occupation” or similar words are clearly defined in the policy. |  |
| Prohibited Policy Provisions | [Rule 755](https://www.maine.gov/sos/cec/rules/02/031/031c755.doc) § 5 | The restrictions set forth in this section are in addition to any other applicable restrictions as specified in Section 3(D).A. A policy shall not contain provisions establishing a probationary or waiting period during which no coverage is provided under the policy, except:(1)A policy may specify a probationary or waiting period for sickness not to exceed 30 days from the effective date of the coverage of the insured person; and Accident policies shall not contain probationary or waiting periods. Nothing in this subsection is intended to restrict the use of elimination periods for disability income benefits. B. A policy shall not exclude coverage for a loss, due to a preexisting condition, that occurs beyond the 12 months following the issuance of the policy or certificate where the application or enrollment form for the insurance does not seek disclosure of prior illness, disease, physical conditions, medical care, or treatment and where the preexisting condition is not specifically excluded by the terms of the policy or certificate. E. A policy shall not limit or exclude coverage by type of illness, accident, treatment, or medical condition, except as provided in this subsection. Exclusions and limitations may be further limited by other applicable restrictions as specified in Section 3(D). A policy may contain coverage limitations or exclusions deemed reasonable by the Superintendent including but not limited to the following:(1)Preexisting conditions, except for congenital anomalies of a dependent child covered at birth;(2)Mental or emotional disorders, alcoholism, or drug addiction;(3)Pregnancy, except for complications of pregnancy;(4)Illness, treatment, or medical condition arising out of war or act of war (whether declared or undeclared), participation in a felony, riot, or insurrection, or service in the armed forces or units auxiliary to it;(5)Illness or medical condition arising out of Suicide (sane or insane), attempted suicide or intentionally self-inflicted injury, except that this exclusion must not apply to benefits for medical expenses;(6)Illness, treatment, or medical condition arising out of Aviation, other than as a ticketed passenger on a commercial airline;(7)With respect to short-term nonrenewable policies, Illness, treatment, or medical condition arising out of interscholastic sports; or(8)With respect to disability income protection policies, Illness, treatment, or medical condition arising out of incarceration.(9)Cosmetic surgery, except that “cosmetic surgery” shall not include reconstructive surgery when the service is incidental to or follows surgery resulting from trauma, infection, or other diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered dependent child that has resulted in a functional defect;(10)Foot care in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain, or symptomatic complaints of the feet;(11)Care in connection with the detection and correction by manual or mechanical means of structural imbalance, distortion, or subluxation in the human body for purposes of removing nerve interference and the effects of it, where the interference is the result of or related to distortion, misalignment, or subluxation of, or in the vertebral column;(12)Treatment provided in a government hospital, benefits provided under Medicare or other governmental program (except Medicaid or MaineCare), a state or federal workers’ compensation, or employers liability or occupational disease law, services performed by a member of the covered person’s immediate family, and services for which no charge is normally made in the absence of insurance;(13)Dental care or treatment;(14)Eye glasses, hearing aids, and examinations for the prescription or fitting of them;(15)Rest cures, custodial care, transportation, and routine physical examinations;(16)Territorial limitations;(17)Injuries from accidents occurring while the insured person is engaged in any activity pertaining to a trade, business, employment, or occupation for wage or profit. F. This rule shall not impair or limit the use of wavers to exclude, limit or reduce coverage or benefits for specifically named or described preexisting diseases, physical conditions, or hazardous activities. Where waivers are required as a condition of issuance, renewal, or reinstatement, signed acceptance by the insured is required unless on initial issuance the full text of the waiver is contained either on the first page or specification page. |  |
| Prohibition against Absolute Discretion Clauses | [Title 24-A § 2770](https://legislature.maine.gov/statutes/24-A/title24-Asec2770.html) | Carriers are prohibited from including or enforcing absolute discretion provisions in disability income insurance policy, contracts or certificates. |  |
| Proof of loss | [Title 24-A § 2711](https://legislature.maine.gov/statutes/24-A/title24-Asec2711.html) | The following must be included: Proofs of loss: Written proof of loss must be furnished to the insurer at its said office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which the insurer is liable and in case of claim for any other loss within 90 days after the date of such loss. 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 one year from the time proof is otherwise required. |  |
| Rebates | [Title 24-A § 2160](https://legislature.maine.gov/statutes/24-A/title24-Asec2160.html)  [Title 24-A § 2163-A](https://legislature.maine.gov/statutes/24-A/title24-Asec2163-A.html)  [Bulletin 426](https://www.maine.gov/pfr/insurance/sites/maine.gov.pfr.insurance/files/inline-files/426.pdf)  [Bulletin 382](https://www.maine.gov/pfr/insurance/themes/insurance/pdf/382.pdf) | Are there any provisions that give the insured a benefit not associated with indemnification or loss? Yes \_\_\_No \_\_\_ |  |
| Reinstatement | [Title 24-A § 2708](https://legislature.maine.gov/statutes/24-A/title24-Asec2708.html) | There shall be a provision that if any renewal premium be not paid within the time granted the insured for payment, a subsequent acceptance of premium by the insurer or by any agent duly authorized by the insurer to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy. |  |
| Renewability | [Title 24-A § 2729](https://legislature.maine.gov/statutes/24-A/title24-Asec2729.html) | Health insurance policies, other than accidental insurance only policies, in which the insurer reserves the right to refuse renewal on an individual basis, shall provide in substance that subject to the right to terminate the policy upon non-payment of premium when due, such right to refuse renewal may not be exercised so as to take effect before the renewal date occurring on, or after and nearest, each policy anniversary, and that any refusal of renewal shall be without prejudice to any claim originating while the policy is in force. |  |
| Required Disclosure Provisions | [Rule 755](https://www.maine.gov/sos/cec/rules/02/031/031c755.doc) § 7 | The requirements set forth in this section are in addition to any other applicable requirements as specified in Section 3(D).A. General Rules(4) Each policy of individual health insurance and group health insurance shall include a renewal, continuation, or nonrenewal provision. The language or specification of the provision shall be consistent with the type of contract to be issued. The provision shall be appropriately captioned, shall appear on the first page of the policy, and shall clearly state the duration, where limited, of renewability and the duration of the term of coverage for which the policy is issued and for which it may be renewed.(6) Where a separate additional premium is charged for benefits provided in connection with riders or endorsements, the premium charge shall be set forth in the policy or certificate.(8) If a policy or certificate contains any limitations with respect to preexisting conditions, the limitations shall appear as a separate paragraph of the policy or certificate and be labeled as “Preexisting Condition Limitations.”(9) All accident-only policies and certificates shall contain a prominent statement on the first page of the policy or certificate, in either contrasting color or in boldface type at least equal to the size of type used for headings or captions of sections in the policy or certificate, a prominent statement as follows: “Notice to Buyer: This is an accident-only [policy][certificate] and it does not pay benefits for loss from sickness. Review your [policy][certificate] carefully.”(10) All individual policies, except nonrenewable accident policies, shall have a notice prominently printed on the first page of the policy or certificate or attached to it stating in substance that the policyholder or certificate holder shall have the right to return the policy or certificate within ten days of its delivery and to have the premium refunded if, after examination of the policy or certificate, the policyholder or certificate holder is not satisfied for any reason. Ten days is a minimum; longer periods are permitted.(11) If age is to be used as a determining factor for reducing the maximum aggregate benefits made available in the policy or certificate as originally issued, that fact shall be prominently set forth in the outline of coverage.(12) If a policy or certificate contains a conversion privilege, it shall comply, in substance, with the following: The caption of the provision shall be “Conversion Privilege” or words of similar import. The provision shall indicate the persons eligible for conversion, the circumstances applicable to the conversion privilege, including any limitations on the conversion, and the person by whom the conversion privilege may be exercised. The provision shall specify the benefits to be provided on conversion or may state that the converted coverage will be as provided on a policy form then being used by the insurer for that purpose. I. Individual Disability Income Protection Coverage (Outline of Coverage) An outline of coverage, in the form prescribed below, shall be issued in connection with policies meeting the standards of Section 6(H) of this rule. The items included in the outline of coverage must appear in the sequence prescribed:[COMPANY NAME]DISABILITY INCOME PROTECTION COVERAGEOUTLINE OF COVERAGE(1) Read Your Policy Carefully—This outline of coverage provides a very brief description of the important features of your policy. This is not the insurance contract, and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you READ YOUR POLICY CAREFULLY!(2) Disability income protection is designed to replace part of your earned income every month if you become unable to work due to a covered accident or sickness, subject to any limitations set forth in the policy. No coverage is provided for medical expenses.(3) [A brief specific description of the benefits contained in this policy. The description of benefits shall be stated clearly and concisely.](4) [A description of any policy provisions that exclude, eliminate, restrict, reduce, limit, delay, or, in any other manner, operate to qualify payment of the benefits described in Paragraph (3) above.](5) [A description of policy provisions respecting renewability or continuation of coverage, including age restrictions or any reservation of right to change premiums.]J. Accident-Only Coverage (Outline of Coverage)An outline of coverage in the form prescribed below shall be issued in connection with policies meeting the standards of Section 6(I) of this rule. The items included in the outline of coverage must appear in the sequence prescribed:[COMPANY NAME]ACCIDENT-ONLY COVERAGETHIS [POLICY][CERTIFICATE] PROVIDES LIMITED BENEFITSBENEFITS PROVIDED ARE SUPPLEMENTAL AND NOT INTENDED TO COVER ALL MEDICAL EXPENSESOUTLINE OF COVERAGE(1) Read Your [Policy][Certificate] Carefully—This outline of coverage provides a very brief description of the important features of the coverage. This is not the insurance contract, and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you READ YOUR [POLICY][CERTIFICATE] CAREFULLY!(2) Accident-only coverage is designed to provide coverage for certain losses resulting from a covered accident ONLY, subject to any limitations contained in the policy. Coverage is not provided for medical expenses.(3) [A brief specific description of the benefits. The description of benefits shall be stated clearly and concisely, and shall include a description of any deductible or copayment provision applicable to the benefits described. If benefits vary according to the type of accidental cause, the outline of coverage shall prominently set forth the circumstances under which benefits are payable that are less than the maximum amount payable under the policy.](4) [A description of any policy provisions that exclude, eliminate, restrict, reduce, limit, delay, or, in any other manner, operate to qualify payment of the benefits described in Paragraph (3) above.](5) [A description of policy provisions respecting renewability or continuation of coverage, including age restrictions or any reservations of right to change premiums.] |  |
| Required Provisions | [Title 24-A § 2704](https://legislature.maine.gov/statutes/24-A/title24-Asec2705.html) | The policy must contain the provisions specified in sections 2705 to 2716 using the same wording and captions, unless the Superintendent approves substitutions that are not less favorable in any respect to the insured, or the Superintendent approves omission of a provision or part of a provision because it is in whole or in part inapplicable to or inconsistent with the coverage of the policy. |  |
| Right to Examine and Return Policy ("free look period") | [Title 24-A § 2717](https://legislature.maine.gov/statutes/24-A/title24-Asec2717.html) | The policy, or a separate rider attached thereto when delivered, must include a provision stating that the person being issued the policy must be permitted to return the policy within 10 days of delivery to such person and to have a refund of premium paid if not satisfied with the policy for any reason after examining it. The policy may be returned to the insurer at its home or branch office to the agent through whom it was applied for, and shall be void from the beginning, as if the policy had not been issued.  The provision must be under an appropriate caption in the policy, and if it’s not printed on the face page, adequate notice of the provision must be printed or stamped conspicuously on the face page. |  |
| Specific Treatment | [Title 24-A § 2413](https://legislature.maine.gov/statutes/24-A/title24-Asec2413.html)(B)(D) | It is inappropriate if a policy requires the claimant to receive specific treatment above what the claimant is receiving, when: -- The claimant is receiving regular and appropriate treatment from a practitioner operating within the scope of his/her license. |  |
| Time Limit on Certain Defenses | [Title 24-A § 2706](https://legislature.maine.gov/statutes/24-A/title24-Asec2706.html) | After 3 years from the date of issue of policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability, commencing after the expiration of such 3-year period. |  |
| Time of Payment of Claims | [Title 24-A § 2712](https://legislature.maine.gov/statutes/24-A/title24-Asec2712.html) | The policy must contain the following provision: Time of payment of claims: Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment, will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid (insert period for payment which must not be less frequently than monthly) and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof. |  |
| Definition of Sickness | [Title 24-A § 2413](https://legislature.maine.gov/statutes/24-A/title24-Asec2413.html)(B)(D) | A definition of "sickness" should not include language such as, “condition(s) first manifesting themselves while the contract is inforce.”  Such language conflicts with the incontestability clause as well as the pre-existing condition definition, since these clauses, when satisfied, can include benefits for known manifested conditions prior to the effective date of the policy. |  |
| **CLASSIFICATION OF COVERAGE, DISCLOSURE, AND MINIMUM STANDARDS –** [**RULE 755**](https://www.maine.gov/sos/cec/rules/02/031/031c755.doc) |  |  |  |
| Requirements for Replacement of Individual Health Insurance and Notice | [Rule 755](https://www.maine.gov/sos/cec/rules/02/031/031c755.doc) § 8 | An application form for individual health insurance shall include a question designed to elicit information as to whether the insurance to be issued is intended to replace any other health insurance presently in force. A supplementary application or other form to be signed by the applicant containing the question may be used. Upon determining that a sale will involve replacement, prior to issuance or delivery of the policy, the insurer shall furnish the applicant with a notice to regarding replacement of health insurance. |  |
| **ELIGIBILITY / ENROLLMENT** |  |  |  |
| Definition of Dependent | [Title 24-A § 2742](https://legislature.maine.gov/statutes/24-A/title24-Asec2742.html) | This coverage must provide unmarried women policyholders with the coverage or option of coverage for dependent children under the same terms and conditions and at appropriate rates as are extended to married policyholders with dependents. This includes adopted children. Financial dependency of dependent children may not be required as condition for coverage eligibility. |  |
| **CLAIMS** |  |  |  |
| Claim Forms | [Title 24-A § 2710](https://legislature.maine.gov/statutes/24-A/title24-Asec2710.html) | The policy must include the “Claim forms” provision set forth in Section 2710. |  |
| Limits on priority liens/subrogation | [Title 24-A § 2729](https://legislature.maine.gov/statutes/24-A/title24-Asec2729-A.html)-A | No policy shall provide for priority over the insured member of payment for any hospital, nursing, medical or surgical services, or of any expenses paid or reimbursed under the policy, in the event the insured member is entitled to receive payment reimbursement from any other person as a result of legal action or claim, except as provided in this section. A policy may contain a provision that allows such payments, if that provision is approved by the superintendent, and if that provision requires the prior written approval of the insured and allows such payments only on a just and equitable basis and not on the basis of a priority lien. A just and equitable basis shall mean that any factors that diminish the potential value of the insured's claim shall likewise reduce the share in the claim for those claiming payment for services or reimbursement. |  |
| Notice of claim | [Title 24-A § 2709](https://legislature.maine.gov/statutes/24-A/title24-Asec2709.html) | There shall be a provision that 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 at (insert the location of such office as the insurer may designate for the purpose), or to any authorized agent of the insurer, with information sufficient to identify the insured, shall be deemed notice to the insurer.  In a policy providing a loss-of-time benefit which may be payable for at least 2 years, an insurer may, at its option, add additional language to the required “Notice of claim” provision, as provided in Section 2709. |  |
| Payment of Claims | [Title 24-A § 2713](https://legislature.maine.gov/statutes/24-A/title24-Asec2713.html) | The policy must include the “Time of payment of claims” provision set forth in Section 2713. |  |
| **APPLIES TO ONLY CREDIT DISABILITY** |  |  |  |
| Scope, format of policy | [Title 24-A § 2703](https://legislature.maine.gov/statutes/24-A/title24-Asec2703.html) | No policy of health insurance shall be delivered or issued for delivery to any person in this State unless it otherwise complies with this Title, and complies with the following: 1. The entire money and other considerations therefore shall be expressed therein; 2. The time when the insurance takes effect and terminates shall be expressed therein; 3. It shall purport to insure only one person, except that a policy may insure, originally or by subsequent amendment, upon the application of an adult member of a family, who shall be deemed the policyholder, any 2 or more eligible members of that family, including husband, wife, dependent children or any children under a specified age which shall not exceed 23 years and any other person dependent upon the policyholder; 4. The style, arrangement and overall appearance of the policy shall give no undue prominence to any portion of the text, and every printed portion of the text of the policy and of any endorsements or attached papers shall be plainly printed in light-faced type of a style in general use, the size of which shall be uniform and not less than ten-point with a lower case unspaced alphabet length not less than one hundred and twenty-point; the "text" shall include all printed matter except the name and address of the insurer, name or title of the policy, the brief description, if any, and captions and subcaptions; 5. The exceptions and reductions of indemnity shall be set forth in the policy and, other than those contained in sections 2705 to 2729, shall be printed, at the insurer's option, either included with the benefit provision to which they apply, or under an appropriate caption such as "Exceptions", or "Exceptions and Reductions", except that if an exception or reduction specifically applies only to a particular benefit of the policy, a statement of such exception or reduction shall be included with the benefit provision to which it applies; 6. Each such form, including riders and endorsements, shall be identified by a form number in the lower left-hand corner of the first page thereof; and 7. The policy shall contain no provision purporting to make any portion of the charter, rules, constitution or bylaws of the insurer a part of the policy unless such portion is set forth in full in the policy, except in the case of the incorporation of, or reference to, a statement of rates or classification of risks, or short-rate table filed with the superintendent. |  |