

Regular Session, 2010

HOUSE BILL NO. 464

BY REPRESENTATIVE KLECKLEY

INSURANCE/HEALTH-ACCID: Provides for technical recodification of certain provisions of the La. Insurance Code relative to health and accident insurance

1 AN ACT

2 To amend and reenact R.S. 22:272(E)(2), 971, 972(A), 973, 974, 975(A)(introductory

3 paragraph) and (1) through (8) and (10) through (13), (B)(introductory paragraph)

4 and (1) through (7), 976(B), 977(B), 978(A)(2) and (B), 980(B), 983, 984(A) and

5 (B), 985, 986(A)(1) and (3)(introductory paragraph) and (B), 987,

6 988(I)(1)(introductory paragraph), 989, 990(B)(introductory paragraph) and (1), 992,

7 993, 995(C), 999(E)(2), 1000(A)(introductory paragraph), (2)(a), and (3)(c), (B), and

8 (D), 1002, 1003(A)(1), 1004, 1006(C) and (E)(5), 1009(A)(7), 1015,

9 1023(A)(9)(b)(introductory paragraph) and (i), (B)(4)(a)(introductory paragraph) and

10 (i), and (F)(2)(introductory paragraph) and (a), 1024(A) and (D), 1025(B),

11 1026(A)(4) and (B), 1027(B), 1028(A)(4), (F), and (G), 1029(D), 1030(D), 1031(B),

12 (C), and (D), 1032(C), 1034(B)(3) and (D), 1035(D), 1037(A), (B), and (C)(3),

13 1038(C)(1), (E), and (F), 1040(B) and (E), 1043(A)(3)(b), 1044(A)(4), 1046(F),

14 1049(I), 1050(H)(3), 1061(1)(a), (3), (4)(j), and (5)(e)(i), (f), and (u)(introductory

15 paragraph) and (ii)(bb), 1062(A)(1) and (D)(3), 1066(A)(2)(c) and (B)(introductory

16 paragraph), 1072(D)(introductory paragraph), 1077(B) and (C)(introductory

17 paragraph) and (1), 1095(D), and 1821(F)(3), all relative to technical recodification

18 of certain provisions of the Insurance Code relative to health and accident insurance,

19 including correction of citations, updates of terms and language, reorganization of

1 provisions, elimination of obsolete or ineffective provisions, harmonizing of
2 inconsistent provisions, and standardizing of language exempting limited benefit
3 policies or contracts from health insurance mandates; and to provide for related
4 matters.

5 Be it enacted by the Legislature of Louisiana:

6 Section 1. R.S. 22:272(E)(2), 971, 972(A), 973, 974, 975(A)(introductory paragraph)
7 and (1) through (8) and (10) through (13), (B)(introductory paragraph) and (1) through (7),
8 976(B), 977(B), 978(A)(2) and (B), 980(B), 983, 984(A) and (B), 985, 986(A)(1) and
9 (3)(introductory paragraph) and (B), 987, 988(I)(1)(introductory paragraph), 989,
10 990(B)(introductory paragraph) and (1), 992, 993, 995(C), 999(E)(2), 1000(A)(introductory
11 paragraph), 2(a), and (3)(c), (B), and (D), 1002, 1003(A)(1), 1004, 1006(C) and (E)(5),
12 1009(A)(7), 1015, 1023(A)(9)(b)(introductory paragraph) and (i), (B)(4)(a)(introductory
13 paragraph) and (i), and (F)(2)(introductory paragraph) and (a), 1024(A) and (D), 1025(B),
14 1026(A)(4) and (B), 1027(B), 1028(A)(4), (F), and (G), 1029(D), 1030(D), 1031(B), (C),
15 and (D), 1032(C), 1034(B)(3) and (D), 1035(D), 1037(A), (B), and (C)(3), 1038(C)(1), (E),
16 and (F), 1040(B) and (E), 1043(A)(3)(b), 1044(A)(4), 1046(F), 1049(I), 1050(H)(3),
17 1061(1)(a), (3), (4)(j), and (5)(e)(i), (f), and (u)(introductory paragraph) and (ii)(bb),
18 1062(A)(1) and (D)(3), 1066(A)(2)(c) and (B)(introductory paragraph),
19 1072(D)(introductory paragraph), 1077(B) and (C)(introductory paragraph) and (1),
20 1095(D), and 1821(F)(3) are hereby amended and reenacted to read as follows:

21 §272. Notice required for certain prepaid charge rate increases, cancellation or
22 nonrenewal of service agreements; other requirements

23 * * *

24 E.

25 * * *

26 (2) The provisions of this Subsection shall not apply to individually
27 underwritten limited benefit and supplemental health insurance policies: or contracts.

28 * * *

1 §971. Patient's Bill of Rights

2 It is hereby declared by the Legislature of Louisiana that access to health care
3 for the citizens of this state is a ~~necessary~~ priority ~~and necessary~~ to promote well-
4 being and strong state protections. The state has an obligation to ensure that every
5 person enrolled in a health plan enjoys basic rights as a patient. Comprehensive care
6 should guarantee patients greater access to information and ~~necessary~~ care including
7 access to needed specialists and emergency rooms, guarantee a fair appeals process
8 when health plans deny care, expand choice, protect the doctor-patient relationship,
9 and hold managed care organizations accountable for decisions that ~~end up harming~~
10 harm patients. Because many states have passed patient protection laws that are
11 appropriate to their state, ~~there shall be a mechanism by which the state shall review~~
12 ~~such laws and determine the practicality of implementing such measures in the~~
13 ~~Louisiana Legislature. The~~ states, the Department of Insurance shall establish and
14 maintain an information collection program to track and evaluate state and federal
15 legislation to provide for a uniform patient bill of rights. The department shall
16 compile the data on an annual basis and submit a written report to the Senate
17 Committee on Insurance and the House Committee on Insurance of ongoing efforts
18 to adopt or enact a uniform patient's bill of rights.

19 * * *

20 §972. Approval and disapproval of forms; filing of rates

21 A. No policy of health and accident insurance shall be delivered or issued
22 for delivery in this state, nor shall any endorsement, rider, or application which
23 becomes a part of any such policy be used in connection therewith until a copy of the
24 form and of the premium rates and of the classifications of risks pertaining thereto
25 have been filed with the commissioner of insurance; nor shall any such policy,
26 endorsement, rider, or application be ~~so~~ used until the expiration of thirty days after
27 the form has been filed unless the commissioner of insurance ~~shall sooner give~~ gives
28 his written approval prior thereto. The commissioner of insurance shall notify in
29 writing the insurer which has filed any such form if it does not comply with the

1 provisions of this Subpart, specifying the reasons for his opinion; and it shall
2 thereafter be unlawful for such insurer to issue such form in this state. An aggrieved
3 party affected by the commissioner's decision, act, or order may demand a hearing
4 in accordance with Chapter 12 of this Title, R.S. 22:2191 et seq.

5 * * *

6 §973. Form of policy

7 No ~~such~~ health and accident policy or contract shall be delivered or issued
8 for delivery on risks in this state unless: all of the following conditions are met:

9 (1) The entire money and other consideration therefor are expressed ~~therein;~~
10 and in the policy or contract.

11 (2) The time at which the insurance takes effect and terminates is expressed
12 ~~therein; and~~ in the policy or contract.

13 (3) It purports to insure only one person except as ~~hereinafter~~ specifically
14 provided in this Subpart; ~~and.~~

15 (4) Every printed portion of the text matter of the policy and of any
16 endorsements or attached papers is printed in type the size of which shall be uniform
17 and the face of which shall be not less than ten-point. ~~(the~~ The "text" shall include all
18 printed matter except the name and address of the insurer, name or title of the policy,
19 captions and sub-captions, and form numbers); ~~and.~~

20 (5) The exceptions and reductions of indemnity are clearly set forth in the
21 policy or contract and are printed, at the insurer's option, either with the benefit to
22 which they apply or under an appropriate caption, such as; "Exceptions" or
23 "Exceptions and Reductions"; ~~and.~~

24 (6) Each such form, including riders and endorsements, shall be identified
25 by a form number in the lower left hand corner of the first page ~~thereof.~~ of the form.

26 (7)(a) There is prominently printed ~~thereon~~ on or attached, ~~thereto,~~ a notice
27 to the insured that ten days are allowed, from the date of his receipt of the policy, to
28 examine its provisions. ~~and if~~ If such policy was solicited by deceptive advertising
29 or negotiated by deceptive, misleading, or untrue statements of the insurer or any

1 agent ~~in~~ on behalf of the insurer, such policy may be surrendered within said ten-day
 2 period, ~~and any~~ Any premium advanced by the insured, upon such surrender, shall
 3 be immediately returned to him; ~~provided, that~~ however, the insurer shall have the
 4 option of printing or attaching the notice ~~above~~ required by this Subparagraph or a
 5 notice of equal prominence which, in the opinion of the commissioner of insurance,
 6 is not less favorable to the policyholder; ~~and provided further that this~~ This
 7 Paragraph ~~(7)~~ shall not apply to ~~trip~~-travel insurance policies which by their terms
 8 are not renewable.

9 (b) If the policy is delivered by ~~an agent or broker,~~ a producer, a receipt shall
 10 be signed by the policyholder acknowledging delivery of the policy. The receipt shall
 11 include the policy number and the date the delivery was completed. All delivery
 12 receipts required by this Subparagraph shall be retained by the insurer, ~~its agent,~~ or
 13 ~~the broker~~ its producer for two consecutive years. The requirement of this
 14 Subparagraph shall not apply to any insurer that markets under a home service
 15 marketing distribution method and that issues a majority of its policies on a weekly
 16 or monthly basis.

17 (c) If the policy is delivered by mail, it shall be sent by certified mail, return
 18 receipt requested, or a certificate of mailing shall be obtained showing the date the
 19 policy was mailed to the policyholder. For policy issuances verified by a certificate
 20 of mailing, it is presumed that the policy is received by the policyholder ten days
 21 from the date of mailing. The receipts and the certificate of mailing described in this
 22 Subparagraph shall be retained by the insurer or ~~agent~~ producer for three years. In
 23 addition, the insurer or ~~agent~~ producer may utilize commercial carriers or other
 24 commercially recognized carriers to deliver the policy to the policyholder; however,
 25 the insurer or ~~agent~~ producer shall maintain documentation of actual delivery of such
 26 policy for three years. The policy or certificate of insurance may also be delivered
 27 electronically to the policyholder or insured in accordance with R.S. 9:2608;
 28 however, the insurer and the policyholder or insured shall agree ~~electronically~~ to

1 ~~such~~ electronic delivery, and documentation of ~~such~~ delivery shall be maintained by
2 the insurer for three years.

3 (8) In any case where the policy is subject to cancellation or renewal at the
4 option of the insurer, there shall be prominently printed on the first page of ~~such~~ the
5 policy a statement ~~so~~ informing the policyholder: of such option.

6 §974. Standard forms

7 The commissioner of insurance may, ~~from time to time~~ in accordance with
8 the Administrative Procedure Act, R.S. 49:950 et seq., promulgate ~~such~~ rules and
9 regulations as he deems necessary to establish reasonable minimum standard
10 conditions for basic benefits to be provided by health and accident insurance
11 contracts which are subject to R.S. 22:972, 973, 975-983, 985-990, 992, 993, 999-
12 1014, 1021-1048, 1091-1096, 1111, and 1156, for the purpose of expediting his
13 approval of such contracts pursuant to this Code. No ~~such~~ promulgation shall be
14 inconsistent with standard provisions as required pursuant to R.S. 22:863.

15 §975. Health and accident policy provisions

16 A. Required provisions. Each ~~such~~ policy shall contain in substance the
17 following provisions or, at the option of the insurer, provisions which in the opinion
18 of the commissioner of insurance are not less favorable to the policyholder; provided
19 that, except as permitted by R.S. 22:972(C), no time limitation with respect to the
20 filing of notice or proof of loss or within which suit may be brought upon the policy
21 shall differ from the time limitations of the following provisions:

22 (1) Entire contract: Changes: This policy, including the endorsements and
23 the attached papers, if any, and in case of industrial insurance, the written
24 application, constitutes the entire contract of insurance. No ~~agent~~ producer has
25 authority to change this policy or to waive any of its provisions. No change in this
26 policy shall be valid until approved by an executive officer of the insurer and unless
27 such approval be endorsed ~~hereon on~~ or attached hereto: to the policy.

28 (2) Reinstatement: If default ~~be~~ is made in the payment of any agreed
29 premium for this policy, the subsequent acceptance of ~~such~~ the defaulted premium

1 by the insurer or by any ~~agent~~ producer authorized by the insurer to accept such
2 premium, shall reinstate the policy; ~~but~~ however, the reinstated policy shall cover
3 only loss resulting from accidental injury thereafter sustained or loss due to sickness
4 beginning more than ten days after the date of such acceptance.

5 (3) Notice of claim: Written notice of claim for injury or for sickness must
6 be given to the insurer within twenty days after the date of the accident causing ~~such~~
7 an injury or the commencement of the disability from such sickness, except that in
8 case of industrial policies such notice of claim must be given to the insurer within
9 ten days in such cases. In the event of accidental death, immediate notice ~~thereof~~
10 must be given to the insurer. Such notice given by or on behalf of the insured or the
11 beneficiary to the insurer at (insert the location of such office as the insurer may
12 designate for that purpose), or to any authorized agent of the insurer, with
13 information sufficient to identify the insured, shall be deemed notice to the insurer.
14 Failure to give ~~such~~ notice within such time shall not invalidate nor reduce any claim
15 if it was not reasonably possible to give ~~such~~ notice within the time required,
16 provided written notice of claim is given as soon as reasonably possible. ~~(In this~~
17 ~~paragraph~~ Paragraph, the requirement relating to immediate notice of claim in event
18 of accidental death may be omitted at the option of the insurer.)

19 (4) Claim forms: The insurer, upon receipt of a notice of claim, will furnish
20 to the claimant ~~such~~ forms as are usually furnished by it for filing proofs of loss. If
21 such forms are not furnished within fifteen days after the giving of ~~such~~ notice, the
22 claimant shall be deemed to have complied with the requirements of this policy as
23 to proof of loss upon submitting, within the time fixed in the policy for filing proofs
24 of loss, affirmative written proof covering the occurrence, the character and the
25 extent of the loss for which claim is made.

26 (5) ~~Proofs~~ Proof of loss: Affirmative written proof of loss must be furnished
27 to the insurer at its ~~said~~ office in case of claim for loss of time from disability within
28 ninety days after the termination of the period for which the insurer is liable and in
29 case of claim for any other loss within ninety days after the date of such loss. Failure

1 to furnish such proof within the time required shall not invalidate nor reduce any
2 claim if it was not reasonably possible to give proof within such time, provided ~~such~~
3 proof is furnished as soon as reasonably possible and in no event later than one year
4 from the time proof is otherwise required. Any ~~such~~ policy may also provide, at the
5 insurer's option that written notice or proof of continuance of disability must be
6 furnished not less frequently than each ninety days during the continuance of
7 disability.

8 (6) Time of payment of claims: ~~Indemnities~~ Indemnity claims payable under
9 this policy for any loss other than loss of time on account of disability will be paid
10 immediately upon receipt of written proof of such loss. Subject to written proof of
11 loss, accrued ~~indemnities~~ indemnity claims for loss of time on account of disability
12 will be paid (insert period of payment which must not be less frequently than
13 monthly) and any balance remaining unpaid upon the termination of liability will be
14 paid immediately.

15 (7) Payment of claims: Indemnity for loss of life and any other accrued
16 ~~indemnities~~ indemnity claims unpaid at the insured's death will be paid to the
17 beneficiary, if surviving the insured, and otherwise to the estate of the insured. All
18 other ~~indemnities~~ indemnity claims will be paid to the insured. The policy may, at
19 the insurer's option, provide that if there is no beneficiary, or the beneficiary is the
20 estate of the insured, or the insured or beneficiary is a minor or not competent to give
21 a valid release, the insurer may pay any amount not exceeding one thousand dollars,
22 otherwise payable to the insured or his estate to any relative by blood or connection
23 by marriage of the insured appearing to the insurer to which they may be equitably
24 entitled, ~~thereto~~, and may make payment of any amount not exceeding one thousand
25 dollars, otherwise payable to the beneficiary to any relative by blood or connection
26 by marriage of such beneficiary appearing to the insurer to which they may be
27 equitably entitled. ~~thereto~~. The policy may, at the insurer's option, also provide that
28 all or a portion of any indemnities provided by any such policy on account of
29 hospital, nursing, medical, or surgical services may be paid directly to the hospital

1 or person rendering such services; ~~but~~ however, the policy may not require that the
2 services be rendered by a particular hospital or person.

3 (8) Physical examinations: The insurer shall have the right and opportunity
4 to examine the person of the insured when and as often as it may reasonably require
5 during the pendency of a claim ~~hereunder~~ and to make an autopsy in case of death
6 where it is not forbidden by law.

7 * * *

8 (10) Consent of beneficiary: Consent of the beneficiary shall not be ~~requisite~~
9 ~~to~~ required for the surrender or assignment of this policy, nor ~~to~~ for change of
10 beneficiary, nor ~~to~~ for any other changes in this policy.

11 (11) Legal action: No legal action ~~at law or in equity~~ shall be brought to
12 recover on this policy prior to the expiration of sixty days after ~~proofs~~ proof of loss
13 ~~have~~ has been filed in accordance with the requirements of this policy. No ~~such~~ legal
14 action shall be brought after the expiration of one year after the time ~~proofs~~ proof of
15 loss ~~are~~ is required to be filed.

16 (12) Extension of time limitations: If any limitation of this policy with
17 respect to giving notice of claim, furnishing proof of loss, or bringing any action on
18 this policy is less than that permitted by law of the state, district, or territory in which
19 the insured resides at the time this policy is issued, such limitation is ~~hereby~~
20 extended to agree with the minimum period permitted by such law.

21 (13) ~~Time Limit on Certain Defenses:~~ limit on certain defenses:

22 (a)(i) After three years from the date of issue of this policy, no
23 misstatements, except fraudulent misstatements, made by the applicant in the
24 application for such policy shall be used to void the policy or to deny a claim for loss
25 incurred or disability, ~~(as defined in the policy)~~, commencing after the expiration of
26 such three- year period. ~~The foregoing~~ This policy provision shall not be so
27 construed as to affect any legal requirement for avoidance of a policy or denial of a
28 claim during such initial ~~three-year~~ three-year period, nor to limit the application of

1 provisions Paragraphs (B), (1), (2), (3), and (4) of this Section in the event of
2 misstatement with respect to age or occupation or other insurance.

3 (ii) A policy which the insured has the right to continue in force subject to its
4 terms by the timely payment of premium ~~(1)~~ either until at least age fifty, or, ~~(2)~~ in
5 the case of a policy issued after age forty-four, for at least five years from its date of
6 issue, may contain in lieu of the foregoing the following provision, (from which the
7 clause in parentheses may be omitted at the insurer's option), under the caption:

8 ~~"INCONTESTABLE":~~ "INCONTESTABLE

9 ~~After this policy has been in force for a period of three years during the~~
10 ~~lifetime of the insured (excluding any period during which the insured is disabled),~~
11 ~~it shall become incontestable as to the statements contained in the application.~~

12 After this policy has been in force for a period of three years during the
13 lifetime of the insured (excluding any period during which the insured is
14 disabled), it shall become incontestable as to the statements contained in the
15 application."

16 (b) No claim for loss incurred or disability, (as defined in the policy),
17 commencing after three years from the date of issue of this policy shall be reduced
18 or denied on the ground that a disease or physical condition not excluded from
19 coverage by name or specific description effective on the date of loss had existed
20 prior to the effective date of coverage of this policy.

21 * * *

22 B. Other optional provisions ~~(optional)~~. No such policy shall be delivered
23 or issued for delivery containing provisions respecting the matters set forth ~~below~~
24 in this Subsection unless such provisions are, in substance, in the following forms,
25 or, at the option of the insurer, in forms which in the written opinion of the
26 commissioner of insurance are not less favorable to the policyholder:

27 (1) Change of occupation: If the insured ~~be injured~~ suffers injury or
28 ~~contract~~ sickness after having changed his occupation to one classified by the insurer
29 as more hazardous than that stated in this policy or while ~~doing~~ performing services

1 for compensation ~~anything pertaining to an~~ in any trade, business, or occupation so
 2 classified, the insurer will pay only such portion of the ~~indemnities~~ indemnity
 3 provided in this policy as the premium paid would have purchased at the rates and
 4 within the limits fixed by the insurer for such more hazardous trade, business, or
 5 occupation. In applying this ~~provision, Paragraph,~~ the classification of occupational
 6 risk and the premium rates shall be such as have been last filed by the insurer prior
 7 to the occurrence of the loss for which the insurer is liable or prior to date of proof
 8 of change in occupation with the state official having supervision of insurance in the
 9 state where the insured resided at the time this policy was issued; ~~but~~ however, if
 10 such filing was not required, then the classification of occupational risk and the
 11 premium rates shall be those last made effective by the insurer in such state prior to
 12 the occurrence of the loss.

13 (2) Misstatement of age: If the age of the insured has been misstated, any
 14 amount payable or any indemnity accruing under this policy shall be ~~such as the~~
 15 ~~premium paid would have purchased at~~ determined as based on the correct age. If
 16 because of a misstatement of age, this policy was issued at an age or was continued
 17 or renewed beyond an age at which it would not have been issued, continued, or
 18 renewed under the insurer's underwriting rules in effect at the date of issue, the
 19 amount payable, ~~hereunder on account~~ because of the loss occurring after such age,
 20 shall be limited to a return of the premiums paid thereafter.

21 (3) Other insurance ~~in~~ with this insurer: An insurer may do either of the
 22 following:

23 (a) If a like policy or policies previously issued by this insurer to the insured
 24 ~~be~~ are in force concurrently ~~herewith,~~ with this policy, making the aggregate
 25 indemnity for (insert type of coverage) in excess of (insert maximum limit of
 26 indemnity), the excess insurance shall be void and all premiums paid for such excess
 27 shall be returned to the insured or to his estate.

28 ~~or, in lieu thereof:~~

1 (b) Insurance effective at any one time on the insured under a like policy or
2 policies in this insurer is limited to one such policy, and the insurer will return to the
3 insured or to his estate all premiums paid for such policies in excess thereof.

4 (4) Insurance with other insurers: If the insured ~~carry~~ carries with one or
5 more insurers other valid insurance covering the same loss without having given
6 written notice thereof to this insurer prior to the occurrence of loss, the only liability
7 under this policy shall be for such proportion of the ~~indemnities~~ indemnity otherwise
8 provided hereunder as the ~~indemnities~~ indemnity of which the insurer had notice,
9 (~~include the indemnities indemnity under this policy~~), bear to the total amount of like
10 ~~indemnities~~ indemnity in all policies covering such loss, and for the return of such
11 portion of the premium paid as shall exceed the pro rata portion for the ~~indemnities~~
12 indemnity thus determined.

13 (5) Relation of earnings to insurance: If the total monthly amount of loss of
14 time ~~indemnities~~ indemnity promised in all policies or certificates of accident, health,
15 or disability insurance upon the insured, whether payable on a weekly or monthly
16 basis, shall exceed the average monthly earnings of the insured at the time disability
17 commenced or for the period of two years immediately preceding a disability for
18 which claim is made, whichever is the greater, the insurer will be liable only for such
19 proportionate amount of the ~~indemnities~~ indemnity specified in the policy as the
20 amount of such monthly earnings of the insured bears to the total amount of monthly
21 ~~indemnities~~ indemnity promised under all such policies or certificates upon the
22 insured at the time of such disability and for the return of such part of the premiums
23 paid during such two years as shall exceed the pro rata amount of the premiums for
24 the ~~indemnities~~ indemnity actually paid hereunder; but this shall not operate to
25 reduce the total monthly amount of ~~indemnities~~ indemnity payable under all such
26 policies or certificates upon the insured below the sum of one hundred dollars or the
27 sum of the monthly ~~indemnities~~ indemnity specified in such policies or certificates,
28 whichever is the lesser.

1 each patient according to this Section shall cause the insurer or insurance
 2 arrangement to be liable to the Louisiana Health Plan, the commissioner of
 3 insurance, or both, for an amount determined by the board, not to exceed five
 4 hundred dollars, plus interest. Any insurer or insurance arrangement found to have
 5 failed to comply with this Section as to each service charge for each patient
 6 admission specified in R.S. 22:1209 on three or more occasions during a six-month
 7 period shall be liable for an amount determined by the board, no less than five
 8 hundred dollars and not to exceed one thousand five hundred dollars per failure to
 9 pay each service charge for each patient admission, together with attorney fees,
 10 interest, and court costs. The Louisiana Health Plan, the commissioner, or both, are
 11 specifically authorized to conduct audits of insurers or insurance arrangements in
 12 order to enforce compliance with this Section.

* * *

14 §977. Cancellation by insurer and grace period; individual health and accident
 15 policies

* * *

17 B. Whenever an insurer ~~which~~ issues an individual accident and health
 18 policy and does not receive a premium payment fifteen days prior to the end of the
 19 grace period, the insurer shall mail, by first class mail, a notice to the policyholder.
 20 The notice shall state that if the premium has not been paid by the end of the grace
 21 period, the policy will lapse as provided by the provisions of the policy. The notice
 22 shall also state that the policy will be reinstated with no penalties ~~whatsoever~~ to the
 23 insured if the full premium payment is received within the period allowed for
 24 reinstatement. Nothing in this Code shall mandate a separate lapse notice for
 25 nonpayment of premiums on a policy issued by an insurance company whose
 26 products are marketed on the home service distribution method and which issues a
 27 majority of these policies on a monthly or weekly basis.

1 §978. Group, family group, blanket, and association health and accident insurance;
2 notice required for certain premium increase, cancellation, or nonrenewal

3 A.

4 * * *

5 (2) The notice required by Paragraph (1) of this Subsection may be waived
6 for a policy of group, family group, blanket, or association health and accident
7 insurance ~~which~~ that covers one hundred or more persons, provided a provision for
8 such waiver is made part of the policy agreed upon by the insurer and the
9 policyholder.

10 B. Nothing in this Section shall be construed to grant to the insurer any
11 additional authorization in relation to cancellation, nonrenewal, or other termination
12 of policies and all provisions of this Subpart ~~which~~ that regulate such events shall
13 apply. No policy shall be cancelled, nonrenewed, or otherwise terminated because
14 the insurer failed to meet the notice provisions of this Section.

15 * * *

16 §980. Additional sources; required coverage

17 * * *

18 B. The provisions of this Section shall not apply to ~~individually underwritten~~
19 limited benefit ~~and supplemental~~ health insurance policies: or contracts.

20 * * *

21 §983. Application

22 A. The falsity of any statement in the application for any policy covered by
23 this Subpart shall not bar the right to recovery ~~thereunder~~ under the policy unless
24 such false statement materially affected either the acceptance of the risk or the
25 hazard assumed by the insurer. The insured shall not be bound by any statement
26 unless made in a written application in the case of domestic industrial insurers, and,
27 in the case of other insurers, unless a copy of such application is attached to or
28 endorsed on the policy. ~~as a part thereof.~~

1 (1) Any policy of worker's compensation insurance or any policy of liability
2 insurance with or without supplementary expense coverage, ~~therein~~.

3 * * *

4 (3) Life insurance, endowment or annuity contracts, or supplemental
5 contracts ~~supplemental thereto~~ which contain only such provisions relating to
6 accident and health insurance as:

7 * * *

8 B. The provisions of R.S. 22:973, 975, 976, 980, 1021, 1022, 1023, and 1156
9 shall not apply to group or blanket health and accident insurance policies, or to group
10 or blanket policies providing only benefits to cover the cost of legal services and
11 related expenses, ~~related thereto~~, including but not limited to counsel's fees, court
12 costs, investigative fees, and expenses incurred by counsel in the investigation of
13 matters, their preparation for trial, and trial, provided that no such policy shall
14 contain any provision relative to notice or proof of loss, or to the time for paying
15 benefits, or to the time in which suit may be brought upon the policy, which in the
16 opinion of the commissioner of insurance is less favorable to the individuals insured
17 than would be permitted by the standard provisions required for individual health and
18 accident policies, or individual policies to cover legal services, as the case may be.

19 §987. Penalties

20 A. Any insurer, or any officer or agent thereof, issuing or delivering any
21 health and accident policy on risks in this state in ~~wifful~~ willful violation of any
22 provision of this Subpart shall be guilty of a misdemeanor and shall, upon conviction
23 thereof, be fined not more than five hundred dollars or shall be imprisoned for not
24 more than six months, or both, for each offense at the discretion of the court.

25 B. The commissioner of insurance may revoke the license of any foreign or
26 alien insurer, or of the agent thereof, ~~wiffully~~ willfully violating any provision of this
27 Subpart.

28 §988. Policies, group health and accident; conversion

29 * * *

1 I.(1) A converted policy may include a provision under which the insurer
2 may request information, in advance of any premium due date, of any person
3 covered ~~thereunder~~ under the policy as to whether:

4 * * *

5 §989. Industrial health and accident insurance

6 Any insurer authorized to write health and accident insurance in this state
7 shall have power to issue industrial health and accident policies ~~wherein~~ in which the
8 premium is payable weekly. Every such policy must have printed ~~thereon~~ on it the
9 words "Industrial Policy" and must contain in substance those provisions in R.S.
10 22:975 as may be applicable. Insurers issuing policies under this Section shall be
11 subject to all the other applicable provisions of this Subpart.

12 §990. Disability loss of income policies

13 * * *

14 B. Total disability may be defined in relation to the inability of the person
15 to perform duties but shall not be based solely upon an individual's inability to:
16 either:

17 (1) Perform "any occupation whatsoever", "any occupational duty", or "any
18 and every duty of his occupation"; ~~or,~~

19 * * *

20 §992. Transportation ticket policy defined

21 A transportation ticket policy, which may be issued by a health and accident
22 insurer, is any ticket policy sold at stations, ticket offices, or travel bureaus by
23 employees of railroads, steamship lines, ~~air lines~~ airlines, and other common carriers,
24 or by individuals or employees of persons engaged in selling transportation on such
25 common carriers, having as its dominant feature the protection of the insured from
26 a transportation hazard.

27 §993. Construction of policy issued in violation of this Subpart

28 A policy issued in violation of this Subpart shall be held valid but shall be
29 construed as provided herein, and when any provision in such a policy is in conflict

1 with any provisions of this Subpart, the rights, duties, and obligations of the insurer,
2 the policyholder, and the beneficiary shall be governed by the provisions of this
3 Subpart.

4 * * *

5 §995. Selection of type of treatment; reimbursement

6 * * *

7 C. The provisions of this ~~Subsection~~ Section shall apply to all new policies
8 issued on or after December 1, 1984. Any insurer who on December 1, 1984, has
9 health and accident policies in force shall convert upon the anniversary date of such
10 policies all existing policies to conform to the provisions of Subsection B of this
11 Section. All existing policies shall be converted to conform to the provisions of
12 Subsection B of this Section no later than December 1, 1985.

13 * * *

14 §999. Coverage for use of drugs in treatment of cancer

15 * * *

16 E.

17 * * *

18 (2) The provisions of this Section shall not apply to ~~individually~~
19 ~~underwritten, guaranteed renewable limited benefit, or supplemental~~ health insurance
20 policies or contracts authorized to be issued in the state.

21 §1000. Group, family group, blanket, and association health and accident insurance

22 A. Any insurer authorized to write health and accident insurance in this state
23 shall have the power to issue policies described in this Section.

24 * * *

25 (2)(a) Except as provided in Subparagraph (b) of this Paragraph, family
26 group health and accident insurance or similar coverage issued by a health
27 maintenance organization is an individual policy covering any one person, with or
28 without any eligible members, including spouse and unmarried children under
29 twenty-one years of age or, in the case of full-time students, unmarried children

1 under the age of twenty-four, and unmarried grandchildren under twenty-one years
 2 of age in the legal custody of and residing with the grandparent or, in the case of
 3 full-time students, unmarried grandchildren under the age of twenty-four who are in
 4 the legal custody of and residing with the grandparent, except that the policy may
 5 provide for continuing coverage for any unmarried child or grandchild in the legal
 6 custody of and residing with the grandparent who is incapable of self-sustaining
 7 employment by reason of mental retardation or physical handicap, who became so
 8 incapable prior to attainment of age twenty-one, and any other person dependent
 9 upon the policyholder, written under a master policy issued to the head of such
 10 family. The policy shall contain a provision that the policy, and the application of the
 11 head of the family if attached ~~thereto,~~ to the policy shall constitute the entire contract
 12 between the parties.

13 * * *

14 (3) Blanket health and accident insurance is any policy covering special
 15 groups of persons as enumerated in one of the following Subparagraphs (a) through
 16 (g):

17 * * *

18 (c) Under a policy issued to a college, school, or other institution of learning
 19 or to the head or principal ~~thereof,~~ of that institution who or which shall be deemed
 20 the policyholder, covering students or teachers.

21 * * *

22 B. The term "employees" as used in this Section shall be deemed to include,
 23 for the purposes of insurance ~~hereunder,~~ under this Section as employees of a single
 24 employer, the officers, managers, and employees of the employer and of subsidiary
 25 or affiliated corporations of a corporation employer, and the individual proprietors,
 26 partners, and employees of individuals and firms of which the business is controlled
 27 by the insured employer through stock ownership, contract or otherwise. The term
 28 "employer" as used herein may be deemed to include any governmental corporation,

1 unit, agency, or department thereof, or the proper officers, as such, of any
2 unincorporated governmental organization.

3 * * *

4 D. Any policy issued under this Section may provide for the readjustment
5 of the rate of premium based on the experience ~~thereunder~~ at the end of the first year
6 or of any subsequent year of insurance, ~~thereunder~~, and such readjustment may be
7 made retroactive only for such policy year. Any refund under any plan for
8 readjustment of the rate of premium based on the experience under group policies
9 ~~heretofore or hereafter~~ issued, and any dividend paid under such policies may be
10 issued to reduce the employer's share of the cost of the coverage, except that if the
11 aggregate refunds or dividends under such group policy and any other group policy
12 or contract issued to the policyholder exceed the aggregate contributions of the
13 employer toward the cost of the coverages, such excess shall be applied by the
14 policyholder for the sole benefit of insured employees.

15 * * *

16 §1002. Coverage of vocational-technical students

17 A. Children who attend vocational, technical, vocational-technical or trade
18 schools or institutes in Louisiana on a full-time basis shall be considered as full-time
19 students for purposes of coverage by family group health and accident insurance
20 policies issued in this state.

21 B. The provisions of this ~~section~~ Section shall apply to all policies issued
22 more than ninety days following July 31, 1974. Any insurer who, on July 31, 1974,
23 has health and accident insurance policies in force shall have until July 31, 1975, to
24 convert such existing policies to conform to the provisions of this ~~section.~~ Section.

25 §1003. Coverage of unmarried students

26 A.(1) Except as provided in Paragraph (2) of this Subsection, students who
27 are unmarried children who have not yet attained the age of twenty-four and who are
28 enrolled as full-time students at an accredited college or university, or at a
29 vocational, technical, vocational-technical or trade school or institute, or secondary

1 school, and who are dependent upon the primary insured under any group health and
2 accident or association health and accident insurance policy or health maintenance
3 organization subscriber agreement issued in this state for their support, shall be
4 considered as dependents under the provisions of ~~said~~ such policy.

5 * * *

6 §1004. Insurance pending adoption

7 A. Any unmarried child who is placed in the home of an insured pursuant to
8 an adoption placement agreement executed with an adoption agency licensed in
9 accordance with the Child Care Facility and Child-Placing Agency Licensing Law,
10 (R.S. 46:1401 et seq.), or corresponding law of any other state, shall be considered
11 a dependent child of the insured from the date of placement in the home of the
12 insured under the provisions of any individual, group, family group, blanket, or
13 association health and accident insurance policy issued in this state. Coverage
14 available under the policy shall be in accordance with the provisions of the contract
15 of insurance.

16 B. Any unmarried child who is placed in the home of an insured pursuant to
17 Part III of Chapter 1 of ~~Code~~ Title VII of ~~Code~~ Book I of Title 9 of the Louisiana
18 Revised Statutes of 1950, following execution of an act of voluntary surrender in
19 favor of the insured or the insured's legal representative shall be considered a
20 dependent child of the insured under the provisions of any individual, group, family
21 group, blanket, or association health and accident insurance policy issued in this state
22 from the date on which the act of voluntary surrender becomes irrevocable. The clerk
23 of the court having jurisdiction of the adoption matter is hereby authorized to issue,
24 upon request of the insured or the insured's legal representative, a certificate setting
25 forth the name of the child, the date of execution of the act of voluntary surrender,
26 and the date on which the act of voluntary surrender became irrevocable. Coverage
27 available under the policy shall be in accordance with the provisions of the contract
28 of insurance.

29 * * *

1 §1006. Health benefit plans; replacement; continuance of benefits

2 * * *

3 C. "Health benefit plan" means any hospital or medical policy or group
4 certificate delivered or issued for delivery in this state by an insurer; a nonprofit
5 hospital or medical service organization; a domestic nonprofit mutual association
6 which is engaged exclusively in the ~~furnishing~~ provision of hospital service, medical,
7 or surgical benefits; a health maintenance organization; or a self-insured plan that
8 provides, on an expense-incurred basis, hospital, surgical, or major medical expense
9 insurance, or any combination of these except specified disease, hospital indemnity
10 or other limited, supplemental benefit insurance policies.

11 * * *

12 E. Whenever a contract of one carrier replaces a health benefit plan of
13 similar benefits of another carrier:

14 * * *

15 (5) Whenever a determination of the prior carrier's benefits is required by the
16 succeeding carrier, at the succeeding carrier's request, the prior carrier shall ~~furnish~~
17 provide a statement of the benefits available, pertinent information, sufficient to
18 permit verification of the benefit determination, or the determination itself by the
19 succeeding carrier. For purposes of this Paragraph, benefits of the prior plan shall
20 be determined in accordance with all of the definitions, conditions, and covered
21 expense provisions of the prior plan rather than those of the succeeding plan. The
22 benefit determination will be made as if coverage was not replaced by the succeeding
23 carrier.

24 * * *

25 §1009. Health care provider credentialing

26 A. As used in this Section, the following words and phrases shall have the
27 following meanings ascribed for each, unless the context clearly indicates otherwise:

28 * * *

1 (7) "Health insurance issuer" or "issuer" means any insurer who offers health
2 insurance coverage through a plan, policy, or certificate of insurance subject to state
3 law that regulates the business of insurance. A "health insurance issuer" or "issuer"
4 shall also include a health maintenance organization, as defined and licensed
5 pursuant to Subpart I of Part I of Chapter 2 of this Title, and shall include the office
6 ~~of group benefits.~~ Office of Group Benefits programs.

7 * * *

8 §1015. Exemption of proceeds; health and accident

9 The proceeds or avails of all contracts of health and accident insurance and
10 of provisions providing benefits on account of the insured's disability which are
11 supplemental to life insurance or annuity contracts ~~heretofore or hereafter~~ effected
12 shall be exempt from all liability for any debt of the insured, and from any debt of
13 the beneficiary existing at the time the proceeds are made available for his use.

14 * * *

15 §1023. Prohibited discrimination; genetic information; disclosure requirements;
16 definitions

17 A. As used in this Section, the following terms shall have the following
18 meanings:

19 * * *

20 (9)

21 * * *

22 (b) "Genetic test" shall not mean an analysis of proteins or metabolites that:
23 either:

24 (i) Does not detect genotypes, mutations, or chromosomal changes; ~~or,~~

25 * * *

26 B.

27 * * *

28 (4)(a) No insurer shall request, require, or purchase genetic information:
29 either:

1 (i) Of an individual or family member of an individual for underwriting
2 purposes; ~~or~~

3 * * *

4 F.

5 * * *

6 (2) Any person who: either:

7 (a) Through a request, the use of persuasion, under threat, or with a promise
8 of reward, willfully induces another to collect, store, or analyze a DNA sample in
9 violation of this Section; ~~or,~~

10 * * *

11 §1024. Group, family group, blanket, and association health and accident insurance;
12 mandatory coverage

13 A. Any policy issued under this Section, which in addition to covering the
14 insured also covers members of the insured's immediate family, shall provide
15 coverage for illnesses and injuries of unmarried dependent children of the insured
16 and unmarried grandchildren in the legal custody of the grandparent from the date
17 of birth to the attainment of the limiting age. Such coverage ~~so provided~~ shall
18 include coverage for illness, injury, congenital defects, and premature birth, but need
19 not include routine well baby care.

20 * * *

21 D. The provisions of this Section shall not apply to ~~individually~~
22 ~~underwritten, guaranteed renewable or renewable~~ limited benefit supplemental health
23 insurance policies or contracts authorized to be issued in this state.

24 §1025. Group, blanket, and association health insurance, treatment for alcoholism
25 and drug abuse

26 * * *

27 B. Any insurer who, on October 1, 1982, has group, blanket, or association
28 health insurance policies in force shall convert such existing policies to conform to
29 the provisions of this Section on or before the renewal dates, ~~thereof~~.

1 §1026. Group, family group, blanket, and association health and accident insurance;
2 cleft lip and cleft palate coverage; mandatory coverage

3 A. Any hospital, health, or medical expense insurance policy, hospital or
4 medical service contract, employee welfare benefit plan, health and accident
5 insurance policy, or any other insurance contract of this type, including a group
6 insurance plan, and a self-insurance plan that provides medical and surgical benefits
7 which is delivered, issued for delivery or renewed in this state on or after January 1,
8 1998, shall include coverage for the treatment and correction of cleft lip and cleft
9 palate. Such coverage shall also include benefits for secondary conditions and
10 treatment attributable to that primary medical condition. Benefits shall include but
11 not be limited to the following:

12 * * *

13 (4) Preventive and restorative dentistry to ~~insure~~ ensure good health and
14 adequate dental structures for orthodontic treatment or prosthetic management or
15 therapy.

16 * * *

17 B. The provisions of this Section shall not apply to ~~individually underwritten~~
18 ~~guaranteed renewable or renewable~~ limited benefit ~~supplemental~~ health insurance
19 policies, ~~limited benefit policies, or specified disease policies~~ or contracts authorized
20 to be issued in this state.

21 §1027. Hearing-impaired interpreter expenses

22 * * *

23 B. The provisions of this Section shall not apply to ~~individually underwritten~~
24 limited benefit ~~and supplemental~~ health insurance policies: or contracts.

25 §1028. Early screening and detection requirements; examination; coverage

26 A.

27 * * *

28 (4) This Subsection shall apply to any new policy, contract, program, or
29 health coverage plan issued on or after January 1, 1992. Any policy, contract, or

1 health coverage plan in effect prior to January 1, 1992, shall convert to conform to
2 the provisions of this Subsection on or before the renewal date ~~thereof~~ but in no
3 event later than January 1, 1993.

4 * * *

5 F. Any provision in a health insurance policy, benefit program, or health
6 coverage plan under this Section which is delivered, renewed, issued for delivery,
7 or otherwise contracted for in ~~the~~ this state which is contrary to this Section shall, to
8 the extent of the conflict, be void.

9 G. The provisions of this Section shall not apply to ~~individually~~
10 ~~underwritten, guaranteed renewable, or renewable~~ limited benefit ~~supplemental~~
11 health insurance policies or contracts authorized to be issued in this state.

12 §1029. Requirement for coverage of colorectal cancer screening

13 * * *

14 D. The provisions of this Section shall not apply to ~~individually~~
15 ~~underwritten, guaranteed renewable~~ limited benefit health insurance policies: or
16 contracts.

17 §1030. Immunizations; coverage

18 * * *

19 D. The provisions of this Section shall not apply to ~~individually underwritten~~
20 limited benefit ~~and supplemental~~ health insurance policies: or contracts.

21 * * *

22 §1031. Attention deficit/hyperactivity disorder; coverage; diagnosis

23 * * *

24 B. The diagnosis and treatment for attention deficit/hyperactivity disorder
25 shall be covered when rendered or prescribed by a physician or other appropriate
26 health care provider licensed in this state and received in any physician's or other
27 appropriate health care provider's office, any licensed hospital, or in any other
28 licensed public or private facility, or portion thereof, including but not limited to
29 clinics and ~~mobit~~ mobile screening units. However, benefits for attention

1 deficit/hyperactivity disorder provided for an initial diagnosis shall not exceed six
2 hundred dollars. Services rendered on an ~~out-patient~~ outpatient basis shall not
3 exceed fifty dollars per visit with a physician or other appropriate health care
4 provider and total benefits shall be limited to ten thousand dollars during a person's
5 lifetime, and shall not exceed twenty-five hundred dollars in any given year. The
6 limitation on benefits payable for attention deficit/hyperactivity disorder shall be
7 minimum levels of coverage and nothing in this Section shall prohibit insurers from
8 offering benefits in excess of the coverage provided for in this Subsection.

9 C. This Section shall apply to any new policy, contract, program, or plan
10 issued on or after January 1, 1994. Any policy, contract, or plan in effect prior to
11 January 1, 1994, shall convert to conform to the provisions of this Section on or
12 before the renewal date ~~thereof~~ but in no event later than January 1, 1995.

13 D. The provisions of this Section shall not apply to ~~individually underwritten~~
14 ~~limited benefit and supplemental health insurance policies:~~ or contracts.

15 §1032. Osteoporosis; bone mass measurement; mandatory coverage

16 * * *

17 C. Nothing in this Section shall apply to ~~individually underwritten~~ limited
18 ~~benefit health insurance policies:~~ or contracts.

19 * * *

20 §1034. Health insurance coverage for diabetes

21 * * *

22 B.

23 * * *

24 (3) The diabetes self-management training provided in Paragraphs (1) and
25 (2) of this Subsection shall be provided by a health care professional within his ~~or~~
26 ~~her~~ scope of practice after having demonstrated expertise in diabetes care and
27 treatment and after having completed an educational program required by his ~~or her~~
28 licensing board when that program is in compliance with the National Standards for

1 Diabetes Self-Management Education Program as developed by the American
2 Diabetes Association.

3 * * *

4 D.(1) The provisions of the Section shall not apply to ~~individually~~
5 ~~underwritten, guaranteed renewable or renewable~~ limited benefit supplemental health
6 insurance policies or contracts authorized to be issued in this state.

7 * * *

8 §1035. Inherited metabolic diseases; coverage for food products

9 * * *

10 D. The provisions of this Section shall not apply to ~~individually~~
11 ~~underwritten, guaranteed renewable~~ limited benefit ~~or~~ and short-term health
12 insurance policies: or contracts.

13 * * *

14 §1037. Health insurance coverage for activities performed by a registered nurse first
15 assistant

16 A. Any hospital, health, or medical expense insurance policy, hospital or
17 medical service contract, employee welfare benefit plan, health maintenance
18 organization subscriber agreement, health and accident insurance policy, or any other
19 insurance contract of this type, including a group insurance plan and a self-insurance
20 plan that provides medical and surgical benefits which are delivered, issued for
21 delivery, or renewed in this state on or after January 1, 2004, shall not deny coverage
22 of perioperative services rendered by a registered nurse first assistant if the insurer
23 covers the same such first assistant perioperative services when they are rendered by
24 an advanced practice nurse, a physician assistant, or a physician other than the
25 operating surgeon. Payments to ~~RNFAs~~ registered nurse first assistants for such
26 services shall be subject to the same credentialing and contracting requirements that
27 apply to other health care providers paid for such services.

28 B. The provisions of this Section shall not apply to ~~individually~~
29 ~~underwritten, guaranteed renewable~~ limited benefit health insurance policies or

1 contracts authorized to be issued in this state. Additionally, the provisions of this
2 Section shall not be construed to prohibit or prevent a health insurer or health
3 maintenance organization from conducting a utilization review pertaining to
4 coverage of the services of a registered nurse first assistant.

5 C. As used in this Section:

6 * * *

7 (3) "Registered nurse first assistant" ~~or "RNFA"~~ means a person who has met
8 all of the following requirements:

9 * * *

10 §1038. Hearing aid coverage for minor child

11 * * *

12 C.(1) Notwithstanding the provisions of ~~Act No. 1115 which originated as~~
13 ~~House Bill No. 1606 of the 2003 Regular Session of the Louisiana Legislature~~ R.S.
14 22:1047 to the contrary, an entity subject to this Section shall provide coverage for
15 hearing aids for a child under the age of eighteen who is covered under a policy or
16 contract of insurance if the hearing aids are fitted and dispensed by a licensed
17 audiologist or licensed hearing aid specialist following medical clearance by a
18 physician licensed to practice medicine and an audiological evaluation medically
19 appropriate to the age of the child.

20 * * *

21 E. The provisions of this Section shall apply to any new policy, contract,
22 program, or plan issued by an entity subject to the provisions of this Section on or
23 after January 1, 2004. Any such policy, contract, program, or plan in effect prior to
24 January 1, 2004, shall convert to the provisions of this Section on or before the
25 renewal date ~~thereof~~ but in no event later than January 1, 2005. Any policy affected
26 by the provisions of this Section shall apply to an insured or participant under such
27 policy, contract, program or plan whether or not the hearing impairment is a pre-
28 existing condition of the insured or participant.

1 F. The provisions of this Section shall not apply to ~~individually underwritten,~~
2 ~~guaranteed renewable~~ limited benefit health insurance policies: or contracts.

3 * * *

4 §1040. Coverage for dental procedures; anesthesia and hospitalization

5 * * *

6 B. An insurer under this Section may require prior authorization for
7 hospitalization for dental care procedures in the same manner that prior authorization
8 is required for hospitalization for other covered medical conditions. For a patient to
9 satisfy the criteria of Subsection A; of this Section, a dentist shall consider the
10 Indications for General Anesthesia, as published in the reference manual of the
11 American Academy of Pediatric Dentistry, as utilization standards for determining
12 whether performing dental procedures necessary to treat the particular condition or
13 conditions of the patient under general anesthesia constitutes appropriate treatment.

14 * * *

15 E. The provisions of this Section shall not apply to ~~individually underwritten,~~
16 ~~guaranteed renewable or renewable limited benefit supplemental health insurance~~
17 ~~policies, or limited benefit~~ health insurance policies or contracts authorized to be
18 issued in this state.

19 * * *

20 §1043. Severe mental illness and other mental disorders; policy provisions;
21 minimum requirements; group, blanket, and association policies

22 A.

23 * * *

24 (3)

25 * * *

26 (b) The provisions of this Section shall not apply to ~~individually~~
27 ~~underwritten~~ health insurance ~~plans;~~ individual policies or contracts; ~~short term,~~
28 ~~limited duration health insurance policies;~~ and ~~individually underwritten~~ limited

1 benefit ~~and supplemental~~ health insurance policies: or contracts; and short term
2 health insurance policies or contracts.

3 * * *

4 §1044. Health coverage; participants in clinical trials

5 A. As used in this Section, the following terms and phrases shall have the
6 following meanings unless the context clearly indicates otherwise:

7 * * *

8 (4) "Health insurance issuer" means an insurance company, including a
9 health maintenance organization as defined and licensed pursuant to Subpart I of Part
10 I of Chapter 2 of this Title, unless preempted as an employee benefit plan under the
11 Employee Retirement Income Security Act of 1974. For purposes of this Section
12 and Subpart B of Part II of Chapter 6 of this Title, a "health insurance issuer" shall
13 include the ~~State Employees Office of Group Benefits Program~~. programs.

14 * * *

15 §1046. Group health insurance continuation

16 * * *

17 F. An employee or member electing continuation shall pay to the group
18 policyholder or his employer, in advance, the amount of contribution required by the
19 policyholder or employer, but not more than the full group rate for the insurance
20 applicable to the employee or member under the group policy on the due date of each
21 payment. The employee or member shall not be required to pay the amount of the
22 contribution less often than monthly. In order to be eligible for continuation of
23 coverage, the employee or member shall make a written election of continuation, on
24 a form ~~furnished~~ provided by the group policyholder, and pay the first contribution,
25 in advance, to the policyholder or employer on or before the date on which the
26 employee's or member's insurance would otherwise terminate. Such form shall be
27 as prescribed in this Section.

28 * * *

1 §1049. Requirement for coverage of prosthetic devices and prosthetic services

2 * * *

3 I. The provisions of this Section shall not apply to ~~individually underwritten,~~
4 ~~guaranteed renewable~~ limited benefit health insurance policies; or contracts.

5 §1050. Requirement for coverage of diagnosis and treatment of autism spectrum
6 disorders in individuals less than seventeen years of age

7 * * *

8 H. The provisions of this Section shall not apply to:

9 * * *

10 (3) ~~Individually underwritten, guaranteed renewable limited~~ Limited benefit
11 health insurance policies; or contracts.

12 * * *

13 §1061. Definitions

14 As used in R.S. 22:984 and 1061 through 1079, the following terms shall
15 have the following meanings:

16 (1)(a) "Group health plan" means an employee welfare benefit plan (as
17 defined in Section 3(1) of the Employee Retirement Income Security Act of 1974)
18 to the extent that the plan provides medical care, as defined in Subparagraph (b); of
19 this Paragraph and including items and services paid for as medical care to
20 employees or their dependents, as defined under the terms of the plan, directly or
21 through insurance, reimbursement, or otherwise.

22 * * *

23 (3) "Excepted benefits" means benefits under one or more of the following:

24 (a) Benefits not subject to requirements;:

25 (i) Coverage only for accident, or disability income insurance, or any
26 combination, thereof.

27 (ii) Coverage issued as a supplement to liability insurance.

28 (iii) Liability insurance, including general liability insurance and automobile
29 liability insurance.

- 1 (iv) Workers' compensation or similar insurance.
- 2 (v) Automobile medical payment insurance.
- 3 (vi) Credit-only insurance.
- 4 (vii) Coverage for on-site medical clinics.
- 5 (viii) Other similar insurance coverage, specified in regulations issued by the
- 6 commissioner of insurance under the Administrative Procedure Act, under which
- 7 benefits for medical care are secondary or incidental to other insurance benefits.

8 (b) Benefits not subject to requirements if offered separately:

- 9 (i) Limited scope dental or vision benefits.
- 10 (ii) Benefits for long-term care, nursing home care, home health care,
- 11 community-based care, or any combination thereof.
- 12 (iii) Such other similar, limited benefits as ~~are~~ specified in reasonable
- 13 regulations issued by the commissioner of insurance.

14 (c) Benefits not subject to requirements if offered as independent,

15 ~~noncoordinated~~ non-coordinated benefits:

- 16 (i) Coverage only for a specified disease or illness.
- 17 (ii) Hospital indemnity or other fixed indemnity insurance.
- 18 (d) Benefits not subject to requirements if offered as a separate insurance
- 19 policy:
- 20 (i) Medicare coverage.
- 21 (ii) Insurance coverage supplemental to military health benefits.
- 22 (iii) Similar supplemental coverage provided under a group health plan.

23 (4) "Creditable coverage" means, with respect to an individual, coverage of

24 the individual under any of the following:

25 * * *

- 26 (j)(i) A health benefit plan provided to members of the Peace Corps.
- 27 (ii) Such term does not include coverage consisting solely of coverage of
- 28 excepted benefits, as defined in Paragraph (3) of this Section.

1 (5) Other definitions are:

2 * * *

3 (e)(i) "Employer" means any person acting directly as an employer, or
4 indirectly in the interest of an employer, in relation to an employee benefit plan; and
5 includes a group or association of employers acting for an employer in such capacity.

6 * * *

7 (f) "Church plan" means a plan established and maintained for its employees
8 or their beneficiaries by a church, ~~or by a~~ convention, or association of churches. A
9 plan established and maintained for its employees or their beneficiaries by a church,
10 ~~or by a~~ convention, or association of churches includes a plan maintained by an
11 organization, whether a civil law corporation or otherwise, the principal purpose or
12 function of which is the administration or funding of a plan or program for the
13 provision of retirement benefits or welfare benefits, or both, for the employees of a
14 church, ~~or a~~ convention, or association of churches, if such organization is controlled
15 by or associated with a church, ~~or a~~ convention, or association of churches. The term
16 "church plan" does not include a plan which is established and maintained primarily
17 for the benefit of employees or their beneficiaries of such church, ~~or~~ convention, or
18 association of churches who are employed in connection with one or more unrelated
19 trades or businesses.

20 * * *

21 (u) "Affiliated service group" means a group consisting of a service
22 organization, (hereinafter in this Paragraph referred to as the "first organization"),
23 and one or more of the following:

24 * * *

25 (ii) Any other organization if:

26 * * *

1 (bb) Ten percent or more of the interests in such organization is held by
2 persons who are highly compensated employees of the first organization or an
3 organization described in Item (i): of this Paragraph.

4 * * *

5 §1062. Increased portability through limitation on preexisting condition exclusions

6 A. Limitation on preexisting condition exclusion period; crediting for
7 periods of previous coverage. Subject to the provisions of Subsection D of this
8 Section, a group health plan, and a health insurance issuer offering group health
9 insurance coverage, may, with respect to a participant or beneficiary, impose a
10 preexisting condition exclusion only if:

11 (1) Such exclusion relates to a condition, whether physical or mental,
12 regardless of the cause of the condition, for which medical advice, diagnosis, care,
13 or treatment was recommended or received within the ~~six-month~~ six-month period
14 ending on the enrollment date.

15 * * *

16 D.

17 * * *

18 (3) To the extent that medical care under a group health plan consists of
19 group health insurance coverage, the plan is deemed to have satisfied the
20 certification requirement under Paragraphs (1) and (2) of this ~~section~~ Section if the
21 health insurance issuer offering the coverage provides for such certification in
22 accordance therewith.

23 * * *

24 §1066. Parity in the application of certain limits to mental health benefits

25 A.

26 * * *

1 contract, or plan subject to the provisions of this Section shall not contain a
2 definition of a preexisting condition more restrictive than the following:

3 * * *

4 §1077. Required coverage for reconstructive surgery following mastectomies

5 * * *

6 B. A group health plan, a health insurance insurer providing health insurance
7 coverage in connection with a group health plan, or health insurance coverage
8 offered by a health insurance insurer in the individual market shall provide notice to
9 each participant and beneficiary under such plan regarding the coverage required by
10 this Section in accordance with regulations adopted by the department. This notice
11 shall be in writing and prominently positioned in any literature or correspondence
12 made available or distributed by the plan or issuer and shall be transmitted: in one
13 of the following ways, whichever is earlier:

14 (1) In the next mailing made by the plan or insurer to the participant or
15 beneficiary;

16 (2) As part of any yearly informational packet sent to the participant or
17 beneficiary; ~~or,~~

18 (3) Not later than January 1, 2000; ~~whichever is earlier.~~

19 C. A group health plan, a health insurance insurer offering group health
20 insurance coverage in connection with a group health plan, or health insurance
21 coverage offered by a health insurance insurer in the individual market may not: do
22 either of the following:

23 (1) Deny to a patient eligibility, or continued eligibility, to enroll or to renew
24 coverage under the terms of the plan, solely for the purpose of avoiding the
25 requirements of this Section; ~~or,~~

26 * * *

27 §1095. Modified community rating; health insurance premiums; compliance with
28 rules and regulations

29 * * *

1 D. The provisions of this Section shall not apply to ~~individually underwritten~~
2 limited benefit ~~and supplemental~~ health insurance policies: or contracts.

3 * * *

4 §1821. Payment of claims; health and accident policies; prospective review;
5 penalties; self-insurers; telemedicine reimbursement by insurers

6 * * *

7 F.

8 * * *

9 (3) The provisions of this Subsection shall not apply to ~~individually~~
10 ~~underwritten~~ limited benefit ~~and supplemental~~ health insurance policies or contracts
11 authorized to be issued in the state.

12 Section 2. This Act shall become effective on January 1, 2011.

DIGEST

The digest printed below was prepared by House Legislative Services. It constitutes no part of the legislative instrument. The keyword, one-liner, abstract, and digest do not constitute part of the law or proof or indicia of legislative intent. [R.S. 1:13(B) and 24:177(E)]

Kleckley

HB No. 464

Abstract: Provides for technical recodification of certain provisions of the La. Insurance Code relative to health and accident insurance.

Proposed law makes numerous technical changes to present law, specifically certain provisions of the Insurance Code relative to property insurance. Such changes include correction of citations, updates of terms and language, reorganization of provisions, elimination of obsolete or ineffective provisions, such as transition provisions and past effective dates, and harmonizing of inconsistent provisions. Specifically standardizes language exempting limited benefit policies or contracts from health insurance mandates.

Effective January 1, 2011.

(Amends R.S. 22:272(E)(2), 971, 972(A), 973, 974, 975(A)(intro.para.) and (1) through (8) and (10) through (13), (B)(intro.para.) and (1) through (7), 976(B), 977(B), 978(A)(2) and (B), 980(B), 983, 984(A) and (B), 985, 986(A)(1) and (3)(intro.para.) and (B), 987, 988(I)(1)(intro.para.), 989, 990(B)(intro.para.) and (1), 992, 993, 995(C), 999(E)(2), 1000(A)(intro.para.), 2(a), and (3)(c), (B), and (D), 1002, 1003(A)(1), 1004, 1006(C) and (E)(5), 1009(A)(7), 1015, 1023(A)(9)(b)(intro. para.) and (i), (B)(4)(a)(intro.para.), and (i), and (F)(2)(intro.para.) and (a), 1024(A) and (D), 1025(B), 1026(A)(4) and (B), 1027(B), 1028(A)(4), (F), and (G), 1029(D), 1030(D), 1031(B), (C), and (D), 1032(C), 1034(B)(3) and (D), 1035(D), 1037(A), (B), and (C)(3), 1038(C)(1), (E), and (F), 1040(B) and (E), 1043(A)(3)(b), 1044(A)(4), 1046(F), 1049(I), 1050(H)(3), 1061(1)(a), (3), (4)(j), and (5)(e)(i), (f), and (u)(intro.para.) and (ii)(bb), 1062(A)(1) and (D)(3), 1066(A)(2)(c) and (B)(intro.para.), 1072(D)(intro.para.), 1077(B) and (C)(intro.para.) and (1), 1095(D), and 1821(F)(3))

