

Regular Session, 2010

HOUSE BILL NO. 464

BY REPRESENTATIVE KLECKLEY

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(A), 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)(1), 1035(D), 1037(A), (B), and  
13 (C)(3)(introductory paragraph), 1038(C)(1), (E), and (F), 1040(B) and (E),  
14 1043(A)(3)(b), 1044(A)(4), 1046(F), 1049(I), 1050(H)(3), 1061(1)(a), (3), (4)(j), and  
15 (5)(e)(i), (f), and (u)(introductory paragraph) and (ii)(bb), 1062(A)(1) and (D)(3),  
16 1066(A)(2)(c) and (B)(introductory paragraph), 1072(D)(introductory paragraph),  
17 1077(B) and (C)(introductory paragraph) and (1), 1095(D), and 1821(F)(3), all  
18 relative to technical recodification of certain provisions of the Insurance Code  
19 relative to health and accident insurance, including correction of citations, updates  
20 of terms and language, reorganization of provisions, elimination of obsolete or  
21 ineffective provisions, harmonizing of inconsistent provisions, and standardizing of

1 language exempting limited benefit policies or contracts from health insurance  
2 mandates; and to provide for related matters.

3 Be it enacted by the Legislature of Louisiana:

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

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

21 \* \* \*

22 E.

23 \* \* \*

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

26 \* \* \*

27 §971. Patient's Bill of Rights

28 It is hereby declared by the Legislature of Louisiana that access to health care  
29 for the citizens of this state is a ~~necessary~~ priority ~~and necessary~~ to promote well-  
30 being and strong state protections. The state has an obligation to ensure that every

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

\* \* \*

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

17 A. No policy of health and accident insurance shall be delivered or issued  
 18 for delivery in this state, nor shall any endorsement, rider, or application which  
 19 becomes a part of any such policy be used in connection therewith until a copy of the  
 20 form and of the premium rates and of the classifications of risks pertaining thereto  
 21 have been filed with the commissioner of insurance; nor shall any such policy,  
 22 endorsement, rider, or application be ~~so~~ used until the expiration of thirty days after  
 23 the form has been filed unless the commissioner of insurance ~~shall sooner give~~ gives  
 24 his written approval prior thereto. The commissioner of insurance shall notify in  
 25 writing the insurer which has filed any such form if it does not comply with the  
 26 provisions of this Subpart, specifying the reasons for his opinion; and it shall  
 27 thereafter be unlawful for such insurer to issue such form in this state. An aggrieved  
 28 party affected by the commissioner's decision, act, or order may demand a hearing  
 29 in accordance with Chapter 12 of this Title, R.S. 22:2191 et seq.

\* \* \*

1 §973. Form of policy

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

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

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

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

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

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

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

21 (7)(a) There is prominently printed ~~thereon~~ on or attached, ~~thereto,~~ a notice  
 22 to the insured that ten days are allowed, from the date of his receipt of the policy, to  
 23 examine its provisions, ~~and if~~ If such policy was solicited by deceptive advertising  
 24 or negotiated by deceptive, misleading, or untrue statements of the insurer or any  
 25 agent ~~in~~ on behalf of the insurer, such policy may be surrendered within said ten-day  
 26 period, ~~and any~~ Any premium advanced by the insured, upon such surrender, shall  
 27 be immediately returned to him; ~~provided, that~~ however, the insurer shall have the  
 28 option of printing or attaching the notice ~~above~~ required by this Subparagraph or a  
 29 notice of equal prominence which, in the opinion of the commissioner of insurance,  
 30 is not less favorable to the policyholder; ~~and provided further that this.~~ This

1 Paragraph ~~(7)~~ shall not apply to ~~trip~~-travel insurance policies which by their terms  
2 are not renewable.

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

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

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

28 §974. Standard forms

29 The commissioner of insurance may, ~~from time to time~~ in accordance with  
30 the Administrative Procedure Act, R.S. 49:950 et seq., promulgate ~~such~~ rules and

1 regulations as he deems necessary to establish reasonable minimum standard  
 2 conditions for basic benefits to be provided by health and accident insurance  
 3 contracts which are subject to R.S. 22:972, 973, 975-983, 985-990, 992, 993, 999-  
 4 1014, 1021-1048, 1091-1096, 1111, and 1156, for the purpose of expediting his  
 5 approval of such contracts pursuant to this Code. No ~~such~~ promulgation shall be  
 6 inconsistent with standard provisions as required pursuant to R.S. 22:863.

7 §975. Health and accident policy provisions

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

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

20 (2) Reinstatement: If default ~~be~~ is made in the payment of any agreed  
 21 premium for this policy, the subsequent acceptance of ~~such~~ the defaulted premium  
 22 by the insurer or by any ~~agent producer~~ authorized by the insurer to accept such  
 23 premium, shall reinstate the policy; ~~but~~ however, the reinstated policy shall cover  
 24 only loss resulting from accidental injury thereafter sustained or loss due to sickness  
 25 beginning more than ten days after the date of such acceptance.

26 (3) Notice of claim: Written notice of claim for injury or for sickness must  
 27 be given to the insurer within twenty days after the date of the accident causing ~~such~~  
 28 an injury or the commencement of the disability from such sickness, except that in  
 29 case of industrial policies such notice of claim must be given to the insurer within  
 30 ten days in such cases. In the event of accidental death, immediate notice ~~thereof~~

1 must be given to the insurer. Such notice given by or on behalf of the insured or the  
2 beneficiary to the insurer at (~~insert~~ the location of such office as the insurer may  
3 designate for that purpose), or to any authorized agent of the insurer, with  
4 information sufficient to identify the insured, shall be deemed notice to the insurer.  
5 Failure to give ~~such~~ notice within such time shall not invalidate nor reduce any claim  
6 if it was not reasonably possible to give ~~such~~ notice within the time required,  
7 provided written notice of claim is given as soon as reasonably possible. (~~In this~~  
8 ~~paragraph~~ Paragraph, the requirement relating to immediate notice of claim in event  
9 of accidental death may be omitted at the option of the insurer.)

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

17 (5) ~~Proofs~~ Proof of loss: Affirmative written proof of loss must be furnished  
18 to the insurer at its ~~said~~ office in case of claim for loss of time from disability within  
19 ninety days after the termination of the period for which the insurer is liable and in  
20 case of claim for any other loss within ninety days after the date of such loss. Failure  
21 to furnish such proof within the time required shall not invalidate nor reduce any  
22 claim if it was not reasonably possible to give proof within such time, provided ~~such~~  
23 proof is furnished as soon as reasonably possible and in no event later than one year  
24 from the time proof is otherwise required. Any ~~such~~ policy may also provide, at the  
25 insurer's option that written notice or proof of continuance of disability must be  
26 furnished not less frequently than each ninety days during the continuance of  
27 disability.

28 (6) Time of payment of claims: ~~Indemnities~~ Indemnity claims payable under  
29 this policy for any loss other than loss of time on account of disability will be paid  
30 immediately upon receipt of written proof of such loss. Subject to written proof of

1           loss, accrued ~~indemnities~~ indemnity claims for loss of time on account of disability  
 2           will be paid (insert period of payment which must not be less frequently than  
 3           monthly) and any balance remaining unpaid upon the termination of liability will be  
 4           paid immediately.

5                     (7) Payment of claims: Indemnity for loss of life and any other accrued  
 6           ~~indemnities~~ indemnity claims unpaid at the insured's death will be paid to the  
 7           beneficiary, if surviving the insured, and otherwise to the estate of the insured. All  
 8           other ~~indemnities~~ indemnity claims will be paid to the insured. The policy may, at  
 9           the insurer's option, provide that if there is no beneficiary, or the beneficiary is the  
 10          estate of the insured, or the insured or beneficiary is a minor or not competent to give  
 11          a valid release, the insurer may pay any amount not exceeding one thousand dollars,  
 12          otherwise payable to the insured or his estate to any relative by blood or connection  
 13          by marriage of the insured appearing to the insurer to which they may be equitably  
 14          entitled, ~~thereto~~, and may make payment of any amount not exceeding one thousand  
 15          dollars, otherwise payable to the beneficiary to any relative by blood or connection  
 16          by marriage of such beneficiary appearing to the insurer to which they may be  
 17          equitably entitled. ~~thereto~~. The policy may, at the insurer's option, also provide that  
 18          all or a portion of any indemnities provided by any such policy on account of  
 19          hospital, nursing, medical, or surgical services may be paid directly to the hospital  
 20          or person rendering such services; ~~but~~ however, the policy may not require that the  
 21          services be rendered by a particular hospital or person.

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

26   \*           \*           \*

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



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

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

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

12                   (a)(i) After three years from the date of issue of this policy, no  
 13 misstatements, except fraudulent misstatements, made by the applicant in the  
 14 application for such policy shall be used to void the policy or to deny a claim for loss  
 15 incurred or disability, ~~(as defined in the policy),~~ commencing after the expiration of  
 16 such ~~three-year~~ three-year period. ~~The foregoing~~ This policy provision shall not be  
 17 so construed as to affect any legal requirement for avoidance of a policy or denial of  
 18 a claim during such initial ~~three-year~~ three-year period, nor to limit the application  
 19 of ~~provisions~~ Paragraphs (B)-(1), (2), (3), and (4) of this Section in the event of  
 20 misstatement with respect to age or occupation or other insurance.

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

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



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

9                   (3) Other insurance in with this insurer: An insurer may do either of the  
 10                  following:

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

16                  ~~or, in lieu thereof:~~

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

20                  (4) Insurance with other insurers: If the insured ~~carry~~ carries with one or  
 21                  more insurers other valid insurance covering the same loss without having given  
 22                  written notice thereof to this insurer prior to the occurrence of loss, the only liability  
 23                  under this policy shall be for such proportion of the ~~indemnities~~ indemnity otherwise  
 24                  provided hereunder as the ~~indemnities~~ indemnity of which the insurer had notice,  
 25                  ~~(include~~ including the ~~indemnities~~ indemnity under this policy), bear to the total  
 26                  amount of like ~~indemnities~~ indemnity in all policies covering such loss, and for the  
 27                  return of such portion of the premium paid as shall exceed the pro rata portion for  
 28                  the ~~indemnities~~ indemnity thus determined.

29                  (5) Relation of earnings to insurance: If the total monthly amount of loss of  
 30                  time ~~indemnities~~ indemnity promised in all policies or certificates of accident, health,

1 or disability insurance upon the insured, whether payable on a weekly or monthly  
 2 basis, shall exceed the average monthly earnings of the insured at the time disability  
 3 commenced or for the period of two years immediately preceding a disability for  
 4 which claim is made, whichever is the greater, the insurer will be liable only for such  
 5 proportionate amount of the ~~indemnities~~ indemnity specified in the policy as the  
 6 amount of such monthly earnings of the insured bears to the total amount of monthly  
 7 ~~indemnities~~ indemnity promised under all such policies or certificates upon the  
 8 insured at the time of such disability and for the return of such part of the premiums  
 9 paid during such two years as shall exceed the pro rata amount of the premiums for  
 10 the ~~indemnities~~ indemnity actually paid hereunder; but this shall not operate to  
 11 reduce the total monthly amount of ~~indemnities~~ indemnity payable under all such  
 12 policies or certificates upon the insured below the sum of one hundred dollars or the  
 13 sum of the monthly ~~indemnities~~ indemnity specified in such policies or certificates,  
 14 whichever is the lesser.

15 (6) Unpaid premium: Upon the payment of a claim under this policy, any  
 16 premium then due and unpaid or covered by any note or written order may be  
 17 deducted ~~therefrom.~~ from such payment.

18 (7) Cancellation: The insurer may cancel this policy at any time subject to  
 19 the provisions of R.S. 22:1012. Such cancellation shall be by written notice,  
 20 delivered to the insured, or mailed to his last address as shown by the records of the  
 21 insurer, shall refund the pro rata unearned portion of any premium paid, and shall  
 22 comply with the provisions of R.S. 22:887(F). Such cancellation shall be without  
 23 prejudice to any claim for benefits accrued or expenses incurred for services  
 24 rendered prior to cancellation. Benefits and expenses incurred shall be as defined  
 25 and limited by the terms of the policy. The insured may likewise cancel this policy  
 26 on the ~~above~~ terms: specified in this Paragraph. Upon cancellation by the insurer,  
 27 however, the insurer shall only be liable for any claim for benefits accrued, or for  
 28 expenses incurred for services rendered, subsequent to the cancellation date if the  
 29 subsequent claim is for an illness or condition which was the basis of any claim prior  
 30 to cancellation and for which the insurer had notice and if the policy of insurance is

1 cancelled for reasons other than failure of the policyholder to pay premiums or  
 2 failure of the insured to maintain eligibility as provided in the policy. Upon the  
 3 written request of the named insured, the insurer shall provide to the insured in  
 4 writing the reasons for cancellation of the policy. There shall be no liability on the  
 5 part of and no cause of action of any nature shall arise against any insurer or its  
 6 agents, employees, or representatives for any action taken by them to provide the  
 7 reasons for cancellation as required by this Paragraph.

8 \* \* \*

9 §976. Health and accident policy provisions; service charges; penalties

10 \* \* \*

11 B. Each service charge for each patient admission specified in R.S. 22:1209  
 12 shall be paid by the insurer or insurance arrangement in accordance with the plan of  
 13 operation adopted pursuant to R.S. 22:1205. Failure to pay each service charge for  
 14 each patient according to this Section shall cause the insurer or insurance  
 15 arrangement to be liable to the Louisiana Health Plan, the commissioner of  
 16 insurance, or both, for an amount determined by the board, not to exceed five  
 17 hundred dollars, plus interest. Any insurer or insurance arrangement found to have  
 18 failed to comply with this Section as to each service charge for each patient  
 19 admission specified in R.S. 22:1209 on three or more occasions during a six-month  
 20 period shall be liable for an amount determined by the board, no less than five  
 21 hundred dollars and not to exceed one thousand five hundred dollars per failure to  
 22 pay each service charge for each patient admission, together with attorney fees,  
 23 interest, and court costs. The Louisiana Health Plan, the commissioner, or both, are  
 24 specifically authorized to conduct audits of insurers or insurance arrangements in  
 25 order to enforce compliance with this Section.

26 \* \* \*

27 §977. Cancellation by insurer and grace period; individual health and accident  
 28 policies

29 \* \* \*





1 §985. Notice; waiver

2 The acknowledgement by any insurer of the receipt of notice given under any  
3 policy covered by this Subpart or the furnishing of forms for filing proofs of loss, or  
4 the acceptance of such proofs, or the investigation of any claim ~~thereunder~~ shall not  
5 operate as a waiver of any of the rights of the insurer in defense of any claim arising  
6 under such policy.

7 §986. Nonapplication to certain policies

8 A. Nothing in this Subpart shall apply to or affect:

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

11 \* \* \*

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

15 \* \* \*

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

27 §987. Penalties

28 A. Any insurer, or any officer or agent thereof, issuing or delivering any  
29 health and accident policy on risks in this state in ~~wilful~~ willful violation of any  
30 provision of this Subpart shall be guilty of a misdemeanor and shall, upon conviction



1           thereof, be fined not more than five hundred dollars or shall be imprisoned for not  
2           more than six months, or both, for each offense at the discretion of the court.

3                   B. The commissioner of insurance may revoke the license of any foreign or  
4           alien insurer, or of the agent thereof, ~~wilfully~~ willfully violating any provision of this  
5           Subpart.

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

7   \*       \*       \*

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

11   \*       \*       \*

12          §989. Industrial health and accident insurance

13                   Any insurer authorized to write health and accident insurance in this state  
14          shall have power to issue industrial health and accident policies ~~wherein~~ in which the  
15          premium is payable weekly. Every such policy must have printed ~~thereon~~ on it the  
16          words "Industrial Policy" and must contain in substance those provisions in R.S.  
17          22:975 as may be applicable. Insurers issuing policies under this Section shall be  
18          subject to all the other applicable provisions of this Subpart.

19          §990. Disability loss of income policies

20   \*       \*       \*

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

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

26   \*       \*       \*

27          §992. Transportation ticket policy defined

28                   A transportation ticket policy, which may be issued by a health and accident  
29          insurer, is any ticket policy sold at stations, ticket offices, or travel bureaus by  
30          employees of railroads, steamship lines, ~~air lines~~ airlines, and other common carriers,

1 or by individuals or employees of persons engaged in selling transportation on such  
2 common carriers, having as its dominant feature the protection of the insured from  
3 a transportation hazard.

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

5 A policy issued in violation of this Subpart shall be held valid but shall be  
6 construed as provided herein, and when any provision in such a policy is in conflict  
7 with any provisions of this Subpart, the rights, duties, and obligations of the insurer,  
8 the policyholder, and the beneficiary shall be governed by the provisions of this  
9 Subpart.

10 \* \* \*

11 §995. Selection of type of treatment; reimbursement

12 \* \* \*

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

19 \* \* \*

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

21 \* \* \*

22 E.

23 \* \* \*

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

27 §1000. Group, family group, blanket, and association health and accident insurance

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

30 \* \* \*

1           (2)(a) Except as provided in Subparagraph (b) of this Paragraph, family  
2           group health and accident insurance or similar coverage issued by a health  
3           maintenance organization is an individual policy covering any one person, with or  
4           without any eligible members, including spouse and unmarried children under  
5           twenty-one years of age or, in the case of full-time students, unmarried children  
6           under the age of twenty-four, and unmarried grandchildren under twenty-one years  
7           of age in the legal custody of and residing with the grandparent or, in the case of  
8           full-time students, unmarried grandchildren under the age of twenty-four who are in  
9           the legal custody of and residing with the grandparent, except that the policy may  
10          provide for continuing coverage for any unmarried child or grandchild in the legal  
11          custody of and residing with the grandparent who is incapable of self-sustaining  
12          employment by reason of mental retardation or physical handicap, who became so  
13          incapable prior to attainment of age twenty-one, and any other person dependent  
14          upon the policyholder, written under a master policy issued to the head of such  
15          family. The policy shall contain a provision that the policy, and the application of the  
16          head of the family if attached ~~thereto~~, to the policy shall constitute the entire contract  
17          between the parties.

\* \* \*

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

\* \* \*

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

\* \* \*

27           B. The term "employees" as used in this Section shall be deemed to include,  
28          for the purposes of insurance ~~hereunder~~, under this Section as employees of a single  
29          employer, the officers, managers, and employees of the employer and of subsidiary  
30          or affiliated corporations of a corporation employer, and the individual proprietors,

1 partners, and employees of individuals and firms of which the business is controlled  
 2 by the insured employer through stock ownership, contract or otherwise. The term  
 3 "employer" as used herein may be deemed to include any governmental corporation,  
 4 unit, agency, or department thereof, or the proper officers, as such, of any  
 5 unincorporated governmental organization.

6 \* \* \*

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

18 \* \* \*

19 §1002. Coverage of vocational-technical students

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

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

28 §1003. Coverage of unmarried students

29 A.(1) Except as provided in Paragraph (2) of this Subsection, students who  
 30 are unmarried children who have not yet attained the age of twenty-four and who are

1 enrolled as full-time students at an accredited college or university, or at a  
 2 vocational, technical, vocational-technical or trade school or institute, or secondary  
 3 school, and who are dependent upon the primary insured under any group health and  
 4 accident or association health and accident insurance policy or health maintenance  
 5 organization subscriber agreement issued in this state for their support, shall be  
 6 considered as dependents under the provisions of ~~said~~ such policy.

7 \* \* \*

8 §1004. Insurance pending adoption

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

18 \* \* \*

19 §1006. Health benefit plans; replacement; continuance of benefits

20 \* \* \*

21 C. "Health benefit plan" means any hospital or medical policy or group  
 22 certificate delivered or issued for delivery in this state by an insurer; a nonprofit  
 23 hospital or medical service organization; a domestic nonprofit mutual association  
 24 which is engaged exclusively in the furnishing provision of hospital service, medical,  
 25 or surgical benefits; a health maintenance organization; or a self-insured plan that  
 26 provides, on an expense-incurred basis, hospital, surgical, or major medical expense  
 27 insurance, or any combination of these except specified disease, hospital indemnity  
 28 or other limited, supplemental benefit insurance policies.

29 \* \* \*

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

3 \* \* \*

4 (5) Whenever a determination of the prior carrier's benefits is required by the  
5 succeeding carrier, at the succeeding carrier's request, the prior carrier shall ~~furnish~~  
6 provide a statement of the benefits available, pertinent information, sufficient to  
7 permit verification of the benefit determination, or the determination itself by the  
8 succeeding carrier. For purposes of this Paragraph, benefits of the prior plan shall  
9 be determined in accordance with all of the definitions, conditions, and covered  
10 expense provisions of the prior plan rather than those of the succeeding plan. The  
11 benefit determination will be made as if coverage was not replaced by the succeeding  
12 carrier.

13 \* \* \*

14 §1009. Health care provider credentialing

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

17 \* \* \*

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

24 \* \* \*

25 §1015. Exemption of proceeds; health and accident

26 The proceeds or avails of all contracts of health and accident insurance and  
27 of provisions providing benefits on account of the insured's disability which are  
28 supplemental to life insurance or annuity contracts ~~heretofore or hereafter~~ effected

1 shall be exempt from all liability for any debt of the insured, and from any debt of  
2 the beneficiary existing at the time the proceeds are made available for his use.

3 \* \* \*

4 §1023. Prohibited discrimination; genetic information; disclosure requirements;  
5 definitions

6 A. As used in this Section, the following terms shall have the following  
7 meanings:

8 \* \* \*

9 (9)

10 \* \* \*

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

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

14 \* \* \*

15 B.

16 \* \* \*

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

19 (i) Of an individual or family member of an individual for underwriting  
20 purposes;~~or,~~

21 \* \* \*

22 F.

23 \* \* \*

24 (2) Any person who: either:

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

28 \* \* \*

1 §1024. Group, family group, blanket, and association health and accident insurance;  
2 mandatory coverage

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

10 \* \* \*

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

14 §1025. Group, blanket, and association health insurance, treatment for alcoholism  
15 and drug abuse

16 \* \* \*

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

20 §1026. Group, family group, blanket, and association health and accident insurance;  
21 cleft lip and cleft palate coverage; mandatory coverage

22 A. Any hospital, health, or medical expense insurance policy, hospital or  
23 medical service contract, employee welfare benefit plan, health and accident  
24 insurance policy, or any other insurance contract of this type, including a group  
25 insurance plan, and a self-insurance plan that provides medical and surgical benefits  
26 which is delivered, issued for delivery or renewed in this state on or after January 1,  
27 1998, shall include coverage for the treatment and correction of cleft lip and cleft  
28 palate. Such coverage shall also include benefits for secondary conditions and



1 treatment attributable to that primary medical condition. Benefits shall include but  
2 not be limited to the following:

3 \* \* \*

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

7 \* \* \*

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

12 §1027. Hearing-impaired interpreter expenses

13 \* \* \*

14 B. The provisions of this Section shall not apply to ~~individually underwritten~~  
15 limited benefit ~~and supplemental~~ health insurance policies; or contracts.

16 §1028. Early screening and detection requirements; examination; coverage

17 A.

18 \* \* \*

19 (4) This Subsection shall apply to any new policy, contract, program, or  
20 health coverage plan issued on or after January 1, 1992. Any policy, contract, or  
21 health coverage plan in effect prior to January 1, 1992, shall convert to conform to  
22 the provisions of this Subsection on or before the renewal date ~~thereof~~ but in no  
23 event later than January 1, 1993.

24 \* \* \*

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

29 G. The provisions of this Section shall not apply to ~~individually~~  
30 ~~underwritten, guaranteed renewable, or renewable~~ limited benefit ~~supplemental~~

1 health insurance policies or contracts authorized to be issued in this state.

2 §1029. Requirement for coverage of colorectal cancer screening

3 \* \* \*

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

7 §1030. Immunizations; coverage

8 \* \* \*

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

11 \* \* \*

12 §1031. Attention deficit/hyperactivity disorder; coverage; diagnosis

13 \* \* \*

14 B. The diagnosis and treatment for attention deficit/hyperactivity disorder  
15 shall be covered when rendered or prescribed by a physician or other appropriate  
16 health care provider licensed in this state and received in any physician's or other  
17 appropriate health care provider's office, any licensed hospital, or in any other  
18 licensed public or private facility, or portion thereof, including but not limited to  
19 clinics and ~~mobit~~ mobile screening units. However, benefits for attention  
20 deficit/hyperactivity disorder provided for an initial diagnosis shall not exceed six  
21 hundred dollars. Services rendered on an ~~out-patient~~ outpatient basis shall not  
22 exceed fifty dollars per visit with a physician or other appropriate health care  
23 provider and total benefits shall be limited to ten thousand dollars during a person's  
24 lifetime, and shall not exceed twenty-five hundred dollars in any given year. The  
25 limitation on benefits payable for attention deficit/hyperactivity disorder shall be  
26 minimum levels of coverage and nothing in this Section shall prohibit insurers from  
27 offering benefits in excess of the coverage provided for in this Subsection.

28 C. This Section shall apply to any new policy, contract, program, or plan  
29 issued on or after January 1, 1994. Any policy, contract, or plan in effect prior to  
30 January 1, 1994, shall convert to conform to the provisions of this Section on or

1 before the renewal date ~~thereof~~ but in no event later than January 1, 1995.

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

4 §1032. Osteoporosis; bone mass measurement; mandatory coverage

5 \* \* \*

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

8 \* \* \*

9 §1034. Health insurance coverage for diabetes

10 \* \* \*

11 B.

12 \* \* \*

13 (3) The diabetes self-management training provided in Paragraphs (1) and  
14 (2) of this Subsection shall be provided by a health care professional within his ~~or~~  
15 ~~her~~ scope of practice after having demonstrated expertise in diabetes care and  
16 treatment and after having completed an educational program required by his ~~or her~~  
17 licensing board when that program is in compliance with the National Standards for  
18 Diabetes Self-Management Education Program as developed by the American  
19 Diabetes Association.

20 \* \* \*

21 D.(1) The provisions of the 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 \* \* \*

25 §1035. Inherited metabolic diseases; coverage for food products

26 \* \* \*

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

30 \* \* \*

1 §1037. Health insurance coverage for activities performed by a registered nurse first  
2 assistant

3 A. Any hospital, health, or medical expense insurance policy, hospital or  
4 medical service contract, employee welfare benefit plan, health maintenance  
5 organization subscriber agreement, health and accident insurance policy, or any other  
6 insurance contract of this type, including a group insurance plan and a self-insurance  
7 plan that provides medical and surgical benefits which are delivered, issued for  
8 delivery, or renewed in this state on or after January 1, 2004, shall not deny coverage  
9 of perioperative services rendered by a registered nurse first assistant if the insurer  
10 covers the same such first assistant perioperative services when they are rendered by  
11 an advanced practice nurse, a physician assistant, or a physician other than the  
12 operating surgeon. Payments to ~~RNFAs~~ registered nurse first assistants for such  
13 services shall be subject to the same credentialing and contracting requirements that  
14 apply to other health care providers paid for such services.

15 B. The provisions of this Section shall not apply to ~~individually~~  
16 ~~underwritten, guaranteed renewable~~ limited benefit health insurance policies or  
17 contracts authorized to be issued in this state. Additionally, the provisions of this  
18 Section shall not be construed to prohibit or prevent a health insurer or health  
19 maintenance organization from conducting a utilization review pertaining to  
20 coverage of the services of a registered nurse first assistant.

21 C. As used in this Section:

22 \* \* \*

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

25 \* \* \*

26 §1038. Hearing aid coverage for minor child

27 \* \* \*

28 C.(1) Notwithstanding the provisions of ~~Act No. 1115 which originated as~~  
29 ~~House Bill No. 1606 of the 2003 Regular Session of the Louisiana Legislature~~ R.S.  
30 22:1047 to the contrary, an entity subject to this Section shall provide coverage for

1 hearing aids for a child under the age of eighteen who is covered under a policy or  
2 contract of insurance if the hearing aids are fitted and dispensed by a licensed  
3 audiologist or licensed hearing aid specialist following medical clearance by a  
4 physician licensed to practice medicine and an audiological evaluation medically  
5 appropriate to the age of the child.

6 \* \* \*

7 E. The provisions of this Section shall apply to any new policy, contract,  
8 program, or plan issued by an entity subject to the provisions of this Section on or  
9 after January 1, 2004. Any such policy, contract, program, or plan in effect prior to  
10 January 1, 2004, shall convert to the provisions of this Section on or before the  
11 renewal date ~~thereof~~ but in no event later than January 1, 2005. Any policy affected  
12 by the provisions of this Section shall apply to an insured or participant under such  
13 policy, contract, program, or plan whether or not the hearing impairment is a pre-  
14 existing condition of the insured or participant.

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

17 \* \* \*

18 §1040. Coverage for dental procedures; anesthesia and hospitalization

19 \* \* \*

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

28 \* \* \*

29 E. The provisions of this Section shall not apply to ~~individually underwritten,~~  
30 ~~guaranteed renewable or renewable limited benefit supplemental health insurance~~



1 policyholder or employer, but not more than the full group rate for the insurance  
 2 applicable to the employee or member under the group policy on the due date of each  
 3 payment. The employee or member shall not be required to pay the amount of the  
 4 contribution less often than monthly. In order to be eligible for continuation of  
 5 coverage, the employee or member shall make a written election of continuation, on  
 6 a form ~~furnished~~ provided by the group policyholder, and pay the first contribution,  
 7 in advance, to the policyholder or employer on or before the date on which the  
 8 employee's or member's insurance would otherwise terminate. Such form shall be  
 9 as prescribed in this Section.

\* \* \*

11 §1049. Requirement for coverage of prosthetic devices and prosthetic services

12 \* \* \*

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

15 §1050. Requirement for coverage of diagnosis and treatment of autism spectrum  
 16 disorders in individuals less than seventeen years of age

17 \* \* \*

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

19 \* \* \*

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

22 \* \* \*

23 §1061. Definitions

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

26 (1)(a) "Group health plan" means an employee welfare benefit plan (as  
 27 defined in Section 3(1) of the Employee Retirement Income Security Act of 1974)  
 28 to the extent that the plan provides medical care, as defined in Subparagraph (b); of  
 29 this Paragraph and including items and services paid for as medical care to

1 employees or their dependents, as defined under the terms of the plan, directly or  
2 through insurance, reimbursement, or otherwise.

3 \* \* \*

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

5 (a) Benefits not subject to requirements:;

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

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

9 (iii) Liability insurance, including general liability insurance and automobile  
10 liability insurance.

11 (iv) Workers' compensation or similar insurance.

12 (v) Automobile medical payment insurance.

13 (vi) Credit-only insurance.

14 (vii) Coverage for on-site medical clinics.

15 (viii) Other similar insurance coverage, specified in regulations issued by the  
16 commissioner of insurance under the Administrative Procedure Act, under which  
17 benefits for medical care are secondary or incidental to other insurance benefits.

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

19 (i) Limited scope dental or vision benefits.

20 (ii) Benefits for long-term care, nursing home care, home health care,  
21 community-based care, or any combination thereof.

22 (iii) Such other similar, limited benefits as ~~are~~ specified in reasonable  
23 regulations issued by the commissioner of insurance.

24 (c) Benefits not subject to requirements if offered as independent,  
25 ~~noncoordinated~~ non-coordinated benefits:;

26 (i) Coverage only for a specified disease or illness.

27 (ii) Hospital indemnity or other fixed indemnity insurance.

28 (d) Benefits not subject to requirements if offered as a separate insurance  
29 policy:

30 (i) Medicare coverage.



1 (ii) Insurance coverage supplemental to military health benefits.

2 (iii) Similar supplemental coverage provided under a group health plan.

3 (4) "Creditable coverage" means, with respect to an individual, coverage of  
4 the individual under any of the following:

5 \* \* \*

6 (j)(i) A health benefit plan provided to members of the Peace Corps.

7 (ii) Such term does not include coverage consisting solely of coverage of  
8 excepted benefits, as defined in Paragraph (3) of this Section.

9 (5) Other definitions are:

10 \* \* \*

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

14 \* \* \*

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

28 \* \* \*

29 (u) "Affiliated service group" means a group consisting of a service  
30 organization, (hereinafter in this Paragraph referred to as the "first organization"),

1 and one or more of the following:

2 \* \* \*

3 (ii) Any other organization if:

4 \* \* \*

5 (bb) Ten percent or more of the interests in such organization is held by  
6 persons who are highly compensated employees of the first organization or an  
7 organization described in Item (i): of this Subparagraph.

8 \* \* \*

9 §1062. Increased portability through limitation on preexisting condition exclusions

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

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

19 \* \* \*

20 D.

21 \* \* \*

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

27 \* \* \*

28 §1066. Parity in the application of certain limits to mental health benefits

29 A.

30 \* \* \*



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 \* \* \*

30 D. The provisions of this Section shall not apply to ~~individually underwritten~~

