

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(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 (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

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

Be it enacted by the Legislature of Louisiana:

Section 1. R.S. 22:272(E)(2), 971, 972(A), 973, 974, 975(A)(introductory paragraph) and (1) through (8) and (10) through (13), (B)(introductory paragraph) 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)(introductory paragraph) and (B), 987, 988(I)(1)(introductory paragraph), 989, 990(B)(introductory paragraph) and (1), 992, 993, 995(C), 999(E)(2), 1000(A)(introductory paragraph), 2(a), and (3)(c), (B), and (D), 1002, 1003(A)(1), 1004(A), 1006(C) and (E)(5), 1009(A)(7), 1015, 1023(A)(9)(b)(introductory paragraph) and (i), (B)(4)(a)(introductory paragraph) and (i), and (F)(2)(introductory paragraph) 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)(1), 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)(introductory paragraph) and (ii)(bb), 1062(A)(1) and (D)(3), 1066(A)(2)(c) and (B)(introductory paragraph), 1072(D)(introductory paragraph), 1077(B) and (C)(introductory paragraph) and (1), 1095(D), and 1821(F)(3) are hereby amended and reenacted to read as follows:

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

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E.

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

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§971. Patient's Bill of Rights

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

* * *

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

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

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

* * *

§973. Form of policy

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

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

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

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

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

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

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

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

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~~ 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 ~~required~~
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~~ three-year period. ~~The foregoing~~ This policy provision shall not be
27 so construed as to affect any legal requirement for avoidance of a policy or denial of
28 a claim during such initial ~~three-year~~ three-year period, nor to limit the application

1 of ~~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
4 its terms by the timely payment of premium ~~(1) either~~ until at least age fifty, or, ~~(2)~~
5 in the case of a policy issued after age forty-four, for at least five years from its date
6 of issue, may contain in lieu of the foregoing the following provision, ~~(from which~~
7 ~~the 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~~ 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.

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

(7) Cancellation: The insurer may cancel this policy at any time subject to the provisions of R.S. 22:1012. Such cancellation shall be by written notice, delivered to the insured, or mailed to his last address as shown by the records of the insurer, shall refund the pro rata unearned portion of any premium paid, and shall comply with the provisions of R.S. 22:887(F). Such cancellation shall be without prejudice to any claim for benefits accrued or expenses incurred for services rendered prior to cancellation. Benefits and expenses incurred shall be as defined and limited by the terms of the policy. The insured may likewise cancel this policy on the ~~above~~ terms: specified in this Paragraph. Upon cancellation by the insurer, however, the insurer shall only be liable for any claim for benefits accrued, or for expenses incurred for services rendered, subsequent to the cancellation date if the subsequent claim is for an illness or condition which was the basis of any claim prior to cancellation and for which the insurer had notice and if the policy of insurance is cancelled for reasons other than failure of the policyholder to pay premiums or failure of the insured to maintain eligibility as provided in the policy. Upon the written request of the named insured, the insurer shall provide to the insured in writing the reasons for cancellation of the policy. There shall be no liability on the part of and no cause of action of any nature shall arise against any insurer or its agents, employees, or representatives for any action taken by them to provide the reasons for cancellation as required by this Paragraph.

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

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B. Each service charge for each patient admission specified in R.S. 22:1209 shall be paid by the insurer or insurance arrangement in accordance with the plan of operation adopted pursuant to R.S. 22:1205. Failure to pay each service charge for

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.

13 * * *

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

16 * * *

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.

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

A.

* * *

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

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

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§980. Additional sources; required coverage

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

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§983. Application

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

1 B. No alteration of any written application for any such policy shall be made
2 by any person other than the applicant without his written consent, except that
3 insertions may be made by the insurer, for administrative purposes only, in ~~such a~~
4 manner as to indicate clearly that such insertions are not to be ascribed to the
5 applicant.

6 §984. Identification of health benefit plan insurer and sponsor

7 A. Every health insurer authorized to write health and accident policies of
8 insurance in this state who issues an identification card, member card, insurance
9 coverage card, or other documentation of coverage to any ~~policy holder~~ policyholder
10 or health plan participant shall, in issuing such card or cards, satisfy the requirements
11 of this Section.

12 B. No health insurer acting as the administrator for a health benefit plan
13 which plan is not fully insured shall issue any identification card, membership card,
14 insurance coverage card, or other documentation of coverage on which the name of
15 the health insurer is prominently displayed on the face of such card or
16 documentation. The name of the health benefit plan's sponsor shall be prominently
17 displayed on the face of such card or documentation with an annotation that the
18 plan's benefits are being administered by the health ~~insurance~~ insurer.

19 * * *

20 §985. Notice; waiver

21 The acknowledgement by any insurer of the receipt of notice given under any
22 policy covered by this Subpart or the furnishing of forms for filing proofs of loss, or
23 the acceptance of such proofs, or the investigation of any claim ~~thereunder~~
24 operate as a waiver of any of the rights of the insurer in defense of any claim arising
25 under such policy.

1 §986. Nonapplication to certain policies

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

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

5 * * *

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

9 * * *

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

21 §987. Penalties

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

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

§988. Policies, group health and accident; conversion

* * *

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

* * *

§989. Industrial health and accident insurance

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

§990. Disability loss of income policies

* * *

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

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

* * *

§992. Transportation ticket policy defined

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

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

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

* * *

§995. Selection of type of treatment; reimbursement

* * *

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

* * *

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

* * *

E.

* * *

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

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

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

* * *

(2)(a) Except as provided in Subparagraph (b) of this Paragraph, family group health and accident insurance or similar coverage issued by a health

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

16 * * *

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

20 * * *

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

24 * * *

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

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

5 * * *

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

17 * * *

18 §1002. Coverage of vocational-technical students

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

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

27 §1003. Coverage of unmarried students

28 A.(1) Except as provided in Paragraph (2) of this Subsection, students who
29 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

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

* * *

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

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

* * *

(9)

* * *

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

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

* * *

B.

* * *

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

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

* * *

F.

* * *

(2) Any person who: either:

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

* * *

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.

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

4 §1029. Requirement for coverage of colorectal cancer screening

5 * * *

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

9 §1030. Immunizations; coverage

10 * * *

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

13 * * *

14 §1031. Attention deficit/hyperactivity disorder; coverage; diagnosis

15 * * *

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

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

5 D. The provisions of this Section shall not apply to ~~individually underwritten~~
6 limited benefit ~~and supplemental~~ health insurance policies; or contracts.

7 §1032. Osteoporosis; bone mass measurement; mandatory coverage

8 * * *

9 C. Nothing in this Section shall apply to ~~individually underwritten~~ limited
10 benefit health insurance policies; or contracts.

11 * * *

12 §1034. Health insurance coverage for diabetes

13 * * *

14 B.

15 * * *

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

23 * * *

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

27 * * *

1 §1035. Inherited metabolic diseases; coverage for food products

2 * * *

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

6 * * *

7 §1037. Health insurance coverage for activities performed by a registered nurse first
8 assistant

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

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

27 C. As used in this Section:

28 * * *

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

* * *

§1038. Hearing aid coverage for minor child

* * *

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

* * *

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

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

* * *

§1040. Coverage for dental procedures; anesthesia and hospitalization

* * *

B. An insurer under this Section may require prior authorization for hospitalization for dental care procedures in the same manner that prior authorization

1 is required for hospitalization for other covered medical conditions. For a patient to
2 satisfy the criteria of Subsection A; of this Section, a dentist shall consider the
3 Indications for General Anesthesia, as published in the reference manual of the
4 American Academy of Pediatric Dentistry, as utilization standards for determining
5 whether performing dental procedures necessary to treat the particular condition or
6 conditions of the patient under general anesthesia constitutes appropriate treatment.

7 * * *

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

12 * * *

13 §1043. Severe mental illness and other mental disorders; policy provisions;
14 minimum requirements; group, blanket, and association policies

15 A.

16 * * *

17 (3)

18 * * *

19 (b) The provisions of this Section shall not apply to ~~individually~~
20 ~~underwritten health insurance plans; individual policies or contracts; short term,~~
21 ~~limited duration health insurance policies; and individually underwritten limited~~
22 ~~benefit and supplemental health insurance policies; or contracts; and short term~~
23 health insurance policies or contracts.

24 * * *

25 §1044. Health coverage; participants in clinical trials

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

28 * * *

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

* * *

§1046. Group health insurance continuation

* * *

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

* * *

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

* * *

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

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

* * *

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

2 * * *

3 (3) ~~Individually underwritten, guaranteed renewable limited~~ Limited benefit

4 health insurance policies; or contracts.

5 * * *

6 §1061. Definitions

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

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

15 * * *

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

17 (a) Benefits not subject to requirements:

18 (i) Coverage only for accident, or disability income insurance, or any
19 combination, ~~thereof.~~

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

21 (iii) Liability insurance, including general liability insurance and automobile
22 liability insurance.

23 (iv) Workers' compensation or similar insurance.

24 (v) Automobile medical payment insurance.

25 (vi) Credit-only insurance.

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

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

- 1 (b) Benefits not subject to requirements if offered separately.;
- 2 (i) Limited scope dental or vision benefits.
- 3 (ii) Benefits for long-term care, nursing home care, home health care,
- 4 community-based care, or any combination thereof.
- 5 (iii) Such other similar, limited benefits as ~~are~~ specified in reasonable
- 6 regulations issued by the commissioner of insurance.
- 7 (c) Benefits not subject to requirements if offered as independent,
- 8 ~~noncoordinated~~ non-coordinated benefits.;
- 9 (i) Coverage only for a specified disease or illness.
- 10 (ii) Hospital indemnity or other fixed indemnity insurance.
- 11 (d) Benefits not subject to requirements if offered as a separate insurance
- 12 policy:
- 13 (i) Medicare coverage.
- 14 (ii) Insurance coverage supplemental to military health benefits.
- 15 (iii) Similar supplemental coverage provided under a group health plan.
- 16 (4) "Creditable coverage" means, with respect to an individual, coverage of
- 17 the individual under any of the following:
- 18 * * *
- 19 (j)(i) A health benefit plan provided to members of the Peace Corps.
- 20 (ii) Such term does not include coverage consisting solely of coverage of
- 21 excepted benefits, as defined in Paragraph (3) of this Section.
- 22 (5) Other definitions are:
- 23 * * *
- 24 (e)(i) "Employer" means any person acting directly as an employer, or
- 25 indirectly in the interest of an employer, in relation to an employee benefit plan, and
- 26 includes a group or association of employers acting for an employer in such capacity.
- 27 * * *
- 28 (f) "Church plan" means a plan established and maintained for its employees
- 29 or their beneficiaries by a church, ~~or by a~~ convention, or association of churches. A

1 plan established and maintained for its employees or their beneficiaries by a church,
2 ~~or by a~~ convention, or association of churches includes a plan maintained by an
3 organization, whether a civil law corporation or otherwise, the principal purpose or
4 function of which is the administration or funding of a plan or program for the
5 provision of retirement benefits or welfare benefits, or both, for the employees of a
6 church, ~~or a~~ convention, or association of churches, if such organization is controlled
7 by or associated with a church, ~~or a~~ convention, or association of churches. The term
8 "church plan" does not include a plan which is established and maintained primarily
9 for the benefit of employees or their beneficiaries of such church, ~~or~~ convention, or
10 association of churches who are employed in connection with one or more unrelated
11 trades or businesses.

12 * * *

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

16 * * *

17 (ii) Any other organization if:

18 * * *

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

22 * * *

23 §1062. Increased portability through limitation on preexisting condition exclusions

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

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

5 * * *

6 D.

7 * * *

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

13 * * *

14 §1066. Parity in the application of certain limits to mental health benefits

15 A.

16 * * *

17 (2) In the case of a group health plan, or health insurance coverage offered
18 in connection with such a plan, that provides both medical and surgical benefits and
19 mental health benefits:

20 * * *

21 (c) In the case of a plan or coverage that is not described in Subparagraph (a)
22 or (b) of this Paragraph that includes no or different annual limits on different
23 categories of medical and surgical benefits, the plan shall comply with all applicable
24 federal regulations under which Subparagraph (b) of this Paragraph is applied to such
25 plan or coverage with respect to mental health benefits by substituting for the
26 applicable annual limit an average annual limit that is computed taking into account
27 the weighted average of the annual limits applicable to such categories.

1 B. Except as provided in Subsection A; of this Section, nothing in this
2 Section shall be construed to do the any of the following:

3 * * *

4 §1072. Individual health insurance coverage portability and limitation on
5 preexisting condition exclusions; newborn coverage; coordination of benefits

6 * * *

7 D. Any hospital, health, or medical expense insurance policy, hospital or
8 medical service contract, employee welfare benefit plan, health and accident
9 insurance policy, or any other insurance contract of this type, or a self-insurance
10 plan, which is delivered, issued for delivery, or renewed in this state shall not deny,
11 exclude, or limit benefits for a covered individual for losses due to a preexisting
12 condition incurred more than twelve months following the effective date of the
13 covered person's coverage unless an exclusion of coverage is established pursuant
14 to Subsection C of this Section. The provisions of this Section shall not apply to
15 limited benefit ~~and supplemental~~ health insurance policies ~~nor to~~ and short-term
16 ~~major medical~~ policies or contracts of a duration of six months or less. Any policy,
17 contract, or plan subject to the provisions of this Section shall not contain a
18 definition of a preexisting condition more restrictive than the following:

19 * * *

20 §1077. Required coverage for reconstructive surgery following mastectomies

21 * * *

22 B. A group health plan, a health insurance insurer providing health insurance
23 coverage in connection with a group health plan, or health insurance coverage
24 offered by a health insurance insurer in the individual market shall provide notice to
25 each participant and beneficiary under such plan regarding the coverage required by
26 this Section in accordance with regulations adopted by the department. This notice
27 shall be in writing and prominently positioned in any literature or correspondence
28 made available or distributed by the plan or issuer and shall be transmitted: in one
29 of the following ways, whichever is earlier:

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

3 (2) As part of any yearly informational packet sent to the participant or
 4 beneficiary; ~~or~~

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

6 C. A group health plan, a health insurance insurer offering group health
 7 insurance coverage in connection with a group health plan, or health insurance
 8 coverage offered by a health insurance insurer in the individual market may not: do
 9 either of the following:

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

13 * * *

14 §1095. Modified community rating; health insurance premiums; compliance with
 15 rules and regulations

16 * * *

17 D. The provisions of this Section shall not apply to ~~individually underwritten~~
 18 ~~limited benefit and supplemental health insurance policies; or contracts.~~

19 * * *

20 §1821. Payment of claims; health and accident policies; prospective review;
 21 penalties; self-insurers; telemedicine reimbursement by insurers

22 * * *

23 F.

24 * * *

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

28 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 Jan. 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(A), 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)(1), 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))