Company Name: ____

This list is in no way an exhaustive or complete statement of all requirements and provisions that might be applicable. This checklist is a representation of general provisions and objections and should not be construed as a legal position or legal advice. Please refer to the statutes and regulations for exact wording of requirements or prohibitions. The language within the Missouri Statutes and Regulations always prevails over this checklist.

All filings and payments must be through SERFF. A filing fee of $150 applies to each filing, pursuant to 374.230 RSMo.

Group Hospital Indemnity ONLY H14: An insurance contract that pays a fixed dollar amount without regard to the actual expenses incurred for each day the covered person is **confined to the hospital** as a result of injury, sickness, and/or medical condition. If other than hospital indemnity (exceeds hospital only coverage or coverage comprised of other than hospital indemnity), use the TOI of H23 Group Other Than Hospital Only.

Group OTHER Than Hospital H23: An Insurance contract that pays a fixed dollar amount without regard to the actual expenses incurred as a result of injury, sickness, and/or medical condition. (Exceeds Hospital Indemnity Only or is comprised of fixed indemnity coverage other than hospital only.)

For appropriate use of TOIs, please see the NAIC CDS Coding Matrix at:
https://www.naic.org/documents/industry_pcm_lahac.pdf

To expedite filings and ensure an efficient use of resources, the L&H Section offers the following tips:

1. Please complete this form by listing the location of the provision in the forms. Please attach to the Supporting Documents tab.
2. Please ensure the Form Type under the Form Schedule tab matches the attached form. For example, if the Form Type is an application, make sure the attached form is an application.
3. The Form Number:
   A. Cannot be reused, except when original filing rejected or withdrawn.
   B. Provided under the Form Schedule tab must match the form number that is provided on the lower left hand corner of the first page.
4. Provide an explanation of variability for all bracketed alpha and numeric text.
5. If filing a rider, endorsement or application, please provide the SERFF tracking number or copy of TD1 and approved policy forms.
6. If the company wishes to mark a form confidential, please provide an explanation of how the request complies with 374.070 RSMo and 20 CSR 10-2.400.
7. If providing a red line version, please attach to the Supporting Documents tab; the forms for approval should be in final format.
8. Rate filings must be separate filings: Please see https://insurance.mo.gov/industry/filings/healthrates/
9. In general, Filing Submissions shall (be):
   A. Under General Information Tab in SERFF: provide a brief, detailed description of benefits, the purpose of the filing and the intended market. Disclose if the form is new or a replacement. If amendment/rider, please provide the SERFF tracking number of the corresponding policy.
   B. Life must be filed separately from Health. Group separately from Individual.
   C. The form number shall be in the lower left corner of the face page.

General Filing Submission Requirements for Supporting Documents Tab:			
#	**Citation/Location**	**Name**	
	20 CSR 400-2.130 (2)(C) & (3)	Group health filings for in-state and out-of-state: affidavits required	
#	**Citation**	**Policy Approval Criteria, if applicable**	**Form and Page Number**
1	375.995 RSMo	Sex or marital status discrimination as to benefits or coverage prohibited	
2	376.386 RSMo	Prescription drugs, if offered, one co-payment for dosage prescribed	
	376.406 RSMo	Newborn Coverage required when. (applicable when dependents covered)	
4	376.407 RSMo	Advance practice nurse, claims for service to be reimbursed, when	
7	376.426 RSMo	Required Policy Provisions, if applicable: 376.426: (1): Grace Period: 31 days and policy remains in force (2): Incontestability period (3): Entire Contract/ copy of application attached (4): Evidence of Insurability (5): Pre-existing Condition provision (6): Premiums that vary by age: equitable adjustment (7): Certificate issued to each insured (8): Notice of Claim: within 20 days (9): Claim Forms: within 15 days or deemed to have complied (10): Written Proof of loss: shall not invalidate nor reduce; a. for loss of time for disability: 90 days after commencement period, subsequent as reasonably required by insurer b. all other claims: 90 days c. absence of legal capacity, one year (11): benefits payable, other than loss of time; 30 days after receipt of proof. Loss of time claims: not less frequently than monthly during continuance of disability and any remaining balance unpaid at termination be paid as soon as possible. (12): For Accidental Loss of Life Benefits: benefits paid to beneficiary designated. (13): Right to exam and autopsy during pendency of claim. (14): No Legal Action: prior to 60 days after proof of loss filed and not at all unless within 3 years from when proof of loss required. (15): Termination provision: a. prior to first anniversary: except for nonpayment of premium or failure to meet continued underwriting standards, b. 31 days' notice c. without prejudice to any expense prior to termination (16): Dependent Child: Incapacitated: a. attainment of age shall not terminate while	

		incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent upon certificate holder for support. b. Proof: within 31 days of attaining max age; may require at reasonable intervals during 2 years following (not to exceed once per year) (17): Dependent Child: if policy provides for dependents, must cover dependents, at option of certificate holder: a. unmarried and no more than 25 years of age; b. resident of this state and c. not covered by Medicaid. (18) For policies insuring debtors: insurer shall furnish certificate describing benefits and benefits paid toward debt.	
8	376.778 RSMo	Public hospitals - Payment direct to public hospitals or clinics with or without assignment, when--provisions required in contracts	
10	376.781 RSMo	Speech & hearing, expense incurred - Speech and hearing disorders, companies to offer coverage, when--rules, procedure	
13	376.806 RSMo	If individually underwritten: Refund of health insurance premium on notice of death of insured—refunded to whom—definitions—exception—failure to notify within one year	
14	376.816 RSMo	Adopted children	
15	376.820 RSMo	Child coverage: Discrimination prohibited	
19	376.1350 RSMo	Definitions. Emergency Medical Services and Emergency Medical Condition	
29	20 CSR 400-2.010	For section 376.421.2, RSMo which are mass marketed or marketed on an individual basis to citizens of this state: Insured's right to examination of accident and sickness coverage	
30	20 CSR 400-2.060 (3)	(A): Insureds in the military: if benefits are not provided for those in military; pro-rata refund of unearned premium. Optional provision to reinstate at discharge. (B): Benefits reduced: If benefits are reduced due to age, policy must clearly disclose in print and location. (C): Agent's Authority: company may disclaim agent's authority to alter contract or gran insurability –prohibition on certain language. (D): Policies that reimburse for hospital charges may not reduce benefits for hospital charges incurred due to stay at a VA or other government hospital (E): Deductible shall be applied to allowable expenses prior to the applicable coinsurance (F): policy or certificate shall not include any language which requires that accidental bodily injury be effective sole through external, violent and accident means.	

		(G): Alcoholism coverage; if plan provides for hospital treatment.	
31	20 CSR 400-2.060 (4)	Essential Conditions to be contained: (A): if certificate or coverage booklet is to be delivered to a member of group, must file for review and approval. (B): requirements on variable language (C): Definition of Total Disability (D): Definition of Residual Disability (E): Timing of notice of acceptance of application or give the prospective insured reason for delay. (F): Self-inflicted injuries resulting from attempted suicide while sane. (G): Exclusion of injuries or illness due to course of employment.	
Prohibited Provisions			
1	376.426 RSMo	Ambiguous, misleading provisions: uncertain, ambiguous or not reasonably adequate for insured's protection prohibited	
2	435.350 RSMo	Arbitration prohibited	