

**IN THE MISSOURI DEPARTMENT OF INSURANCE,
FINANCIAL INSTITUTIONS AND PROFESSIONAL REGISTRATION**

In Re: SYMETRA LIFE)	
INSURANCE COMPANY)	Case No. 150210082C
SERFF TRACKING NUMBER)	
FRCS-129907199)	

ORDER DISAPPROVING FORM FILING

Upon review and consideration of the filing of Symetra Life Insurance Company, SERFF Tracking Number FRCS-129907199, specifically Form SBC-01505-SM/MO 1/15 the Director DISAPPROVES said form for the reasons stated below.

FINDINGS OF FACT

1. John M. Huff is the Director of the Department of Insurance, Financial Institutions and Professional Registration, State of Missouri (“Director” of the “Department”).
2. Symetra Life Insurance Company (“Symetra Life”), NAIC Number 68608, is a foreign life and health insurance company organized pursuant to the laws of the state of Washington and transacting insurance business in this state pursuant to a Certificate of Authority issued by the Director.
3. Pursuant to §376.405,¹ insurance companies licensed to transact business in this state may not deliver or issue for delivery in this state a policy of group accident or group health insurance unless the form has been approved.
4. The Division of Market Regulation (the “Division”) is designated pursuant to §374.075 with the review of forms that are filed by insurance companies.
5. First Consulting & Administration, Inc., on behalf of Symetra Life, filed a form with the Director via the System for Electronic Rate and Form Filing (“SERFF”) on February 2, 2015. The SERFF Tracking Number is FRCS-129907199 (“Filing”).
6. The Filing contains form SBC-01505-SM/MO 1/15, identified as the Fixed-Payment Indemnity Shared Maximum Benefits [Policy/Certificate] Certificate of Coverage (“Certificate”).
7. Symetra Life filed the Certificate within SERFF as Blanket Accident/Sickness Insurance.

¹ All statutory citations are to RSMo (Supp. 2013).

8. Brackets ([...]) within a form reviewed by the Division indicate that the language within the brackets may be included or excluded from the form, or the brackets may indicate a numeric range.
9. All combinations of benefits, coverages, or terms in brackets could be included in an issued form.
10. Conversely, all benefits, coverages, or terms in brackets could be excluded from an issued form.
11. On page 23 of the Certificate under the section titled General Provisions and the subsection titled Notice of Claim, the form states:

You must give us written notice of claim within [20-90 days] after the date an **Eligible Service or Supply** is received.

If you are not able to notify us within the applicable time period, then you must notify us as soon as reasonably possible. Your notice must include the claimant's name, address and the Policy Number.

(Emphasis in original.)

12. On page 23 of the Certificate under the section titled General Provisions and the subsection titled Claim Forms, the form states:

Within [15-45 days] of receiving a notice of claim, we will send the forms needed to provide **Proof of Loss**. If we do not send the forms within [15-45 days], any other written proof which fully describes the nature and extent of the claim may be submitted.

(Emphasis in original.)

13. On page 23 of the Certificate under the section titled General Provisions and the subsection titled Proof of Loss, the form states in part:

All proof submitted must be satisfactory to us.

Written **Proof of Loss** must be given to us within [90-180 days] after the date an **Eligible Service or Supply** is provided

If it was not possible to give us proof by the time it is due, then you must give us proof as soon as possible. Unless you, or the person who has the right to claim benefits, is not legally competent, **Proof of Loss** must be given no later than [one-two years] after it is due.

(Emphasis in original.)

14. On page 23 of the Certificate under the section titled General Provisions and the subsection titled Time Payment of Claims, the form states:

We will pay benefits within 30after we receive all essential information needed to make a determination on the claim. [sic]

15. On page 8 of the Certificate under the section titled Definitions, the form defines a dependent in part as:

* * *

- c. Your unmarried child, who is incapable of self-support due to a disabling physical or mental impairment, provided the disabling condition occurs prior to age [26-30].

CONCLUSIONS OF LAW

16. The Director shall approve only those policy forms that are in compliance with Missouri insurance laws, and “which contain such words, phraseology, conditions, and provisions which are specific, certain and unambiguous and reasonably adequate to meet needed requirements for the protection of those insured,” pursuant to §376.405.
17. The Director may disapprove a form filed with the Department, and in doing so must state the reasons for the disapproval in writing, pursuant to §376.405.

Symetra Life’s Filing Does Not Substantively Provide All Provisions Required In All Group Policies Under Section 376.426

18. Section 376.426 states in relevant part:

No policy of group health insurance shall be delivered in this state unless it contains in substance the following provisions, or provisions which ... are more favorable...:

* * *

(8) A provision that written notice of claim must be given to the insurer within twenty days after the occurrence or commencement of any loss covered by the policy. *Failure to give notice within such time shall not invalidate nor reduce any claim* if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible;

(9) A provision that the insurer shall furnish to the person making claim, or to the policyholder for delivery to such person, such forms as are usually furnished by it for filing proof of loss. If such forms are not furnished before the expiration of *fifteen days* after the insurer receives notice of any claim under the policy, the person making such claim shall be deemed to have complied with the requirements of the

policy as to proof of loss upon submitting, within the time fixed in the policy for filing proof of loss, written proof covering the occurrence, character, and extent of the loss for which claim is made;

(10) A provision that in the case of claim for loss of time for disability, written proof of such loss must be furnished to the insurer within ninety days after the commencement of the period for which the insurer is liable, and that subsequent written proofs of the continuance of such disability must be furnished to the insurer at such intervals as the insurer may reasonably require, and that in the case of claim for any other loss, written proof of such loss must be furnished to the insurer within ninety days after the date of such loss. ***Failure to furnish such proof within such time shall not invalidate nor reduce any claim*** if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, ***except in the absence of legal capacity of the claimant***, later than one year from the time proof is otherwise required;

(11) A provision that all benefits payable under the policy other than benefits for loss of time shall be payable not more than ***thirty days*** after receipt of proof and that, subject to due proof of loss, all accrued benefits payable under the policy for loss of time shall be paid not less frequently than monthly during the continuance of the period for which the insurer is liable, and that any balance remaining unpaid at the termination of such period shall be paid as soon as possible after receipt of such proof;

* * *

(16) A provision stating that if a policy provides that coverage of a dependent child terminates upon attainment of the limiting age for dependent children specified in the policy, such policy, so long as it remains in force, shall be deemed to provide that attainment of such limiting age does not operate to terminate the hospital and medical coverage of such child while the child is and continues to be both incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent upon the certificate holder for support and maintenance. Proof of such incapacity and dependency must be furnished to the insurer by the certificate holder at least thirty-one days after the child's attainment of the limiting age. The insurer may require at reasonable intervals during the two years following the child's attainment of the limiting age subsequent proof of the child's incapacity and dependency. After such two-year period, the insurer may require subsequent proof not more than once each year[.]

(Emphasis added.)

19. Symetra Life's Certificate is not compliant with Missouri insurance laws. Under the subsection titled Notice of Claim, the Certificate excludes a required substantive notice provision. Although the form may provide a more favorable time frame to provide notice, the form does not notify the insured that failure to give notice within the time frame "shall not invalidate nor reduce any claim" if it was not reasonably possible to give such notice, as required by §376.426(8). As such, the Certificate does not comply with the laws of this state as required by §376.405.
20. Symetra Life's Certificate is not compliant with Missouri insurance laws. Under the subsection titled Claims Forms, the Certificate gives Symetra Life, within a bracketed time frame, between 15 and 45 days to send forms to the insured needed to provide Proof of Loss. While a provision providing a 15-day time frame to send the forms to the insured is compliant with the requirements of §376.426(9), no greater time frame is permissible. Because the Certificate has a range of time frames that are greater than 15 days, it does not substantively provide the requirements of §376.426(9). As such, the Certificate does not comply with the laws of this state as required by §376.405.
21. Symetra Life's Certificate is not compliant with Missouri insurance laws. Under the subsection titled Proof of Loss, the form excludes a required substantive notice provision. While the form does provide the appropriate time frame to provide proof of loss, it does not notify the insured that failure to provide proof of loss within the time frame "shall not invalidate nor reduce any claim" if it was not reasonably possible to do so as required by §376.426(10). As such, the Certificate does not comply with the laws of this state as required by §376.405.
22. "Specific" is defined as "precisely formulated or restricted; definite; explicit; of an exact or particular nature." "Certain" is defined as "ascertained; precise; identified; settled; exact; definitive; clearly known; unambiguous...." "An ambiguity exists when there is duplicity, indistinctness, or uncertainty in the meaning of the language in the policy. Language is ambiguous if it is reasonably open to different constructions."
23. Symetra Life's Certificate is not compliant with Missouri insurance laws. Under the subsection titled Time Payment of Claims, the Certificate states that Symetra Life "will pay benefits within 30after we receive all essential information...." Section 376.426(11) requires "all benefits payable under the policy ... shall be payable not more than thirty days after receipt of proof...." While the Certificate may intend to state that benefits will be paid within 30 days after the receipt of the necessary information, it is also possible that 30 hours, 30 minutes, or another timeframe altogether was intended. Based upon the language within the policy, the time frame under which Symetra Life will make claim payments is neither explicit nor exact. Further, there is uncertainty in the meaning of the language as to what was intended. As such, the Group Policy uses words, phraseology, conditions, and provisions which are not specific, certain and unambiguous and reasonably adequate to meet needed requirements for the protection of those insured as required by §376.405.

24. Symetra Life's Certificate is not compliant with Missouri insurance laws. Under the section titled Definitions, the Certificate defines a dependent, in part, as "[y]our unmarried child, who is incapable of self-support due to a disabling physical or mental impairment[.]" Section 376.426(16) does not require such a dependent to be unmarried. Because the Certificate adds the requirement that the dependent child be unmarried, the language is not substantially similar to nor more favorable than §376.426(16). As such, the Certificate does not comply with the laws of this state as required by §376.405.
25. After review and consideration of the form included in the Symetra Life Filing, the company has failed to demonstrate its compliance with Missouri law as enumerated herein.
26. While there may be additional reasons as to why this form does not comply with Missouri's insurance laws, the reasons stated herein are sufficient to disapprove the form.
27. Each reason stated herein for disapproval of a form is a separate and sufficient cause to disapprove such form.
28. Symetra Life's Certificate does not comply with Missouri law. As such, said form is not in the public interest.
29. This Order is in the public interest.

IT IS THEREFORE ORDERED that Form SBC-01505-SM/MO 1/15 is hereby **DISAPPROVED**. Symetra Life Insurance Company is hereby prohibited from delivering or issuing for delivery any policies of group health insurance utilizing said forms.

SO ORDERED, SIGNED AND OFFICIAL SEAL AFFIXED THIS 19th day of March, 2015.




JOHN M. HUFF
DIRECTOR

NOTICE

TO: Symetra Life Insurance Company and any unnamed persons aggrieved by this Order:

You may request a hearing on the disapproval of these forms. You may do so by filing a pleading with the Director of the Department of Insurance, Financial Institutions and Professional Registration, P.O. Box 690, Jefferson City, MO 65102, within 30 days after the mailing of this notice pursuant to 20 CSR 800-1.030.

CERTIFICATE OF SERVICE

I hereby certify that on this 19 day of March, 2015, a copy of the foregoing Order and Notice was

1) Served via certified mail addressed to:

Thomas M. Marra
President
Symetra Life Insurance Company
5550 Wild Rose Lane, Suite 400
West Des Moines, IA 50266

Thomas M. Marra
President
Symetra Life Insurance Company
PO Box 34690
Seattle, WA 98124

Michael Cochran
Authorized Representative
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1020 Central, Suite 201
Kansas City, MO 64105



A handwritten signature in blue ink, appearing to read "Haley Basser", is written over a horizontal line.