

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

<b>In Re: RELIANCE STANDARD LIFE</b>	)	
<b>INSURANCE COMPANY</b>	)	
<b>SERFF TRACKING NUMBER</b>	)	<b>Case No. 13-0919534C</b>
<b>RSLI-129147150</b>	)	

**ORDER DISAPPROVING FORM FILING**

Upon review and consideration of the filing of Reliance Standard Life Insurance Company, SERFF Tracking Number RSLI-129147150, specifically Forms LRS-9498-0613 (MO) and LRS-9497-0613 (MO), the Director DISAPPROVES said forms 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. Reliance Standard Life Insurance Company ("Reliance"), NAIC Number 68381, is a foreign life and health insurance company organized pursuant to the laws of the state of Illinois and transacting insurance business in the state of Missouri pursuant to a Certificate of Authority issued by the Director.
3. Pursuant to §376.405,<sup>1</sup> 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 section 374.075 with the review of forms that are filed by insurance companies.
5. EXL, LLC, on behalf of Reliance, filed policy forms with the Director via the System for Electronic Rate and Form Filing ("SERFF") on August 5, 2013. The SERFF Tracking Number is RSLI-129147150 ("Filing").
6. The Filing contains forms: LRS-9498-0613 (MO), identified as the Group Fixed Indemnity Benefit Certificate ("Certificate"), and LRS-9497-0613 (MO), identified as Group Fixed Indemnity Benefit Policy ("Group Policy").

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<sup>1</sup> All statutory citations are to RSMo (Supp. 2013) unless otherwise noted.

7. Reliance states it will use the application form LRS-9176-1103, which was previously approved by the Division in 2004. No reference was made to an enrollment form.
8. Reliance states that the policy is an accident and sickness insurance policy.
9. Reliance's Group Policy and Certificate primarily offer benefits that would be associated with an accident and sickness policy.
10. Reliance's Group Policy and Certificate also offer benefits that are not found within an accident and sickness policy.
11. Reliance's Group Policy and Certificate do not offer any benefits that are on an expense incurred basis.
12. Brackets ({...}) within a policy form reviewed by the Division indicate that the language within the brackets maybe be included or excluded in its entirety.
13. Potentially, all benefits or coverages in brackets could be included in an issued policy form.
14. Inversely, all benefits or coverages in brackets could be excluded from an issued policy.
15. Reliance includes chiropractic coverage on pages 10 through 11 of both the Group Policy and the Certificate under the bracketed section titled Therapeutic and Rehabilitative Care Visits Benefit.
16. Nowhere within the Certificate or Group Policy does Reliance provide coverage for early intervention services for children.
17. Nowhere within the Certificate or Group Policy does Reliance provide coverage for autism spectrum disorders.
18. Nowhere within the Certificate of Group Policy does Reliance mention an offer of coverage for prosthetics.
19. Nowhere within the Certificate or Group Policy does Reliance provide coverage for second opinions for newly diagnosed cancer patients.
20. Nowhere within the Certificate or Group Policy does Reliance provide coverage for antigen and bone marrow testing.
21. Nowhere within the Certificate does Reliance disclose utilization review procedures.

22. On page 19 of the Certificate under the bracketed section titled Grace Period, Reliance states that “[t]he Contract Holder has a 31-day grace period after each ensuing premium due date once the first premium has been paid.”

23. On page 21 of both the Group Policy and the Certificate under the section titled Incontestability, Reliance states:

The validity of the policy will not be contested except for nonpayment of premiums. No statement made by the Contract Holder or any Covered Person, except a fraudulent one, will be used to contest a claim under the policy. We may only contest coverage if the misstatement is made in a written instrument signed by the Contract Holder or the Covered Person and a copy is given to the Contract Holder or Covered Person.

24. On page 20 of both the Group Policy and the Certificate under the section titled Time of Payment of Claim, Reliance states:

Benefits for loss covered by the policy will be paid upon our receipt of proper written proof of such loss, including all related substantiating documentation, within the following time periods:

a) Within 48 hours after we receive an electronically filed claim, we will send an electronic acknowledgment of the data receipt.

b) Within thirty processing days after we receive a filed claim, we will send an electronic or facsimile notice of the status of the claim that notifies the claimant:

1) Whether the claim is a clean claim as defined under this provision; or

2) The claim requires additional information from the claimant.

c) If the claim is a clean claim, it will be paid or denied. If the claim requires additional information, we will include in the notice a request for additional information that specifies all of the documentation and additional information necessary to process the entire claim as a clean claim for payment.

d) Within 10 processing days after we receive the requested additional information, we will pay the claim or any undisputed part of the claim in accordance with this section...

25. On page 5 of both the Group Policy and the Certificate under the section titled Eligible Dependents, Reliance defines eligible children as:

Eligible children include natural children, stepchildren, foster children, legally adopted children, children of adopting parents pending finalization of adoption procedures and children for whom coverage has been court-ordered {and otherwise eligible children who are born or brought into a civil union that has been established according to applicable law}.

### **CONCLUSIONS OF LAW**

26. 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.
27. 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.

### **Reliance's Filing Qualifies as a Health Benefit Plan**

28. Section 376.1350 states in relevant part:

For purposes of sections 376.1350 to 376.1390, the following terms mean:

\* \* \*

(18) "Health benefit plan", a policy, contract, certificate or agreement entered into, offered or issued by a health carrier to provide, deliver, arrange for, pay for, or reimburse any of the costs of health care services...;

\* \* \*

(21) "Health care service", a service for the diagnosis, prevention, treatment, cure or relief of a health condition, illness, injury or disease;

(22) "Health carrier", an entity subject to the insurance laws and regulations of this state that contracts or offers to contract to provide, deliver, arrange for, pay for or reimburse any of the costs of health care services, including a sickness and accident insurance company, a health maintenance organization, a nonprofit hospital and health service corporation, or any other entity providing a plan of health insurance, health benefits or health service[.]

29. Pursuant to 376.1350, Reliance is a "health carrier" and Reliance's Filing is a "health benefit plan" for the following reasons:

- a. Reliance is an entity subject to the insurance laws of this state that contracts to pay for or reimburse any of the costs of services to treat, cure or relieve a health condition, illness, injury, or disease.
- b. The Filing is a policy and a certificate to be entered into, offered, or issued by Reliance, as a "health carrier," to pay for or reimburse any of the costs of services to treat, cure or relieve a health condition, illness, injury, or disease.

**Reliance's Group Policy and Certificate Do Not Provide the Mandated Coverage for Chiropractic Care**

30. Section 376.1230 states in relevant part:

*1. Every policy issued by a health carrier, as defined in section 376.1350, shall provide coverage for chiropractic care delivered by a licensed chiropractor acting within the scope of his or her practice as defined in chapter 331. The coverage shall include initial diagnosis and clinically appropriate and medically necessary services and supplies required to treat the diagnosed disorder, subject to the terms and conditions of the policy. ... An enrollee may access chiropractic care within the network for a total of twenty-six chiropractic physician office visits per policy period, but may be required to provide the health carrier with notice prior to any additional visit as a condition of coverage. ... The certificate of coverage for any health benefit plan issued by a health carrier shall clearly state the availability of chiropractic coverage under the policy and any limitations, conditions, and exclusions.*

\* \* \*

5. The provisions of this section shall not apply to a supplemental insurance policy, including a life care contract, accident-only policy, specified disease policy, hospital policy providing a fixed daily benefit only, Medicare supplement policy, long-term care policy, short-term major medical policy of six months' or less duration, or any other similar supplemental policy.

(Emphasis added.)

31. Both Reliance's Group Policy and Certificate are not compliant with Missouri insurance laws. Section 376.1230.1 requires all health carriers to provide coverage for chiropractic care. While the Group Policy and Certificate

address the scope of services required under §376.1230, the provisions of coverage are bracketed, indicating that the language within the brackets may be in or out of the issued policy form. Chiropractic coverage under §376.1230 is mandated and, thus, may not be bracketed. As such, neither the Group Policy nor the Certificate comply with the laws of this state as required by §376.405.

32. Pursuant to §376.1230.5, the mandated coverage under §376.1230 does not apply to supplemental insurance policies including, most relevantly, accident-only policies. Reliance has stated, and the benefits within the policy show, that this is an accident and sickness policy. As such, this policy exceeds the exceptions provided within §376.1230.5, and the filing must comply with the statutory mandate.

**Reliance's Health Benefit Plan Does Not Comply With the Mandated Coverage for Early Intervention Services**

33. Section 376.1218 states in relevant part:

1. *Any health carrier or health benefit plan that offers or issues health benefit plans, other than Medicaid health benefit plans, which are delivered, issued for delivery, continued, or renewed in this state on or after January 1, 2006, shall provide coverage for early intervention services* described in this section that are delivered by early intervention specialists who are health care professionals licensed by the state of Missouri and acting within the scope of their professions *for children from birth to age three* identified by the Part C early intervention system as eligible for services under Part C of the Individuals with Disabilities Education Act, 20 U.S.C. Section 1431, et seq. *Such coverage shall be limited to three thousand dollars* for each covered child per policy per calendar year, with a maximum of nine thousand dollars per child.

2. *As used in this section, "health carrier" and "health benefit plan" shall have the same meaning as such terms are defined in section 376.1350.*

\* \* \*

4. For purposes of this section, *"early intervention services" means medically necessary speech and language therapy, occupational therapy, physical therapy, and assistive technology devices for children from birth to age three* who are identified by the Part C early intervention system as eligible for services under Part C of the Individuals with Disabilities Education Act, 20

U.S.C. Section 1431, et seq. Early intervention services shall include services under an active individualized family service plan that enhance functional ability without effecting a cure. An individualized family service plan is a written plan for providing early intervention services to an eligible child and the child's family that is adopted in accordance with 20 U.S.C. Section 1436. The Part C early intervention system, on behalf of its contracted regional Part C early intervention system centers and providers, shall be considered the rendering provider of services for purposes of this section.

\* \* \*

8. This section shall not apply to a supplemental insurance policy, including a life care contract, specified disease policy, hospital policy providing a fixed daily benefit only, Medicare supplement policy, hospitalization-surgical care policy, policy that is individually underwritten or provides such coverage for specific individuals and members of their families, long-term care policy, or short-term major medical policies of six months or less duration.

(Emphasis added.)

34. Both Reliance's Group Policy and Certificate are not compliant with Missouri insurance laws. Section 376.1218 requires all health benefit plans to provide coverage for early intervention services for children from birth to age three. Neither the Group Policy nor the Certificate provides the mandated early intervention coverage. As such, neither the Group Policy nor the Certificate comply with the laws of this state as required by §376.405.
35. Pursuant to §376.1218.8, the mandated coverage under §376.1218 does not apply to supplemental insurance policies including, most relevantly, accident-only policies. Reliance has stated, and the benefits within the policy show, that this is an accident and sickness policy. As such, this policy exceeds the exceptions provided within §376.1218.8, and the filing must comply with the statutory mandate.

**Reliance's Health Benefit Plan Does Not Provide the Mandated Coverage for Autism Spectrum Disorders**

36. Section 376.1224 states in relevant part:

1. *For the purposes of this section, the following terms shall mean:*

\* \* \*

(6) *“Health benefit plan”, shall have the same meaning ascribed to it as in section 376.1350;*

(7) *“Health carrier”, shall have the same meaning ascribed to it as in section 376.1350[.]*

\* \* \*

2. *All group health benefit plans that are delivered, issued for delivery, continued, or renewed on or after January 1, 2011, if written inside the state of Missouri, or written outside the state of Missouri but insuring Missouri residents, shall provide coverage for the diagnosis and treatment of autism spectrum disorders to the extent that such diagnosis and treatment is not already covered by the health benefit plan.*

\* \* \*

14. The provisions of this section shall not apply to a supplemental insurance policy, including a life care contract, accident-only policy, specified disease policy, hospital policy providing a fixed daily benefit only, Medicare supplement policy, long-term care policy, short-term major medical policy of six months or less duration, or any other supplemental policy.

(Emphasis added.)

37. Both Reliance’s Group Policy and Certificate are not compliant with Missouri insurance laws. Section 376.1224.2 requires all health benefit plans to provide coverage for autism spectrum disorders. Neither the Group Policy nor the Certificate provides the mandated coverage. As such, neither the Group Policy nor the Certificate comply with the laws of this state as required by §376.405.
38. Pursuant to §376.1224.14, the mandated coverage under §376.1224 does not apply to supplemental insurance policies including, most relevantly, accident-only policies. Reliance has stated, and the benefits within the policy show, that this is an accident and sickness policy. As such, this policy exceeds the exceptions provided within §376.1224.14, and the filing must comply with the statutory mandate.



**Reliance's Health Benefit Plan Does Not Provide the Mandated Offer for  
Prosthetic Devices and Services**

39. Section 376.1232 states in relevant part:

1. *Each health carrier or health benefit plan that offers or issues health benefit plans which are delivered, issued for delivery, continued, or renewed in this state on or after January 1, 2010, shall offer coverage for prosthetic devices and services, including original and replacement devices, as prescribed by a physician acting within the scope of his or her practice.*

2. *For the purposes of this section, health carrier and health benefit plan shall have the same meaning as defined in section 376.1350.*

\* \* \*

4. The provisions of this section shall not apply to a supplemental insurance policy, including a life care contract, accident-only policy, specified disease policy, hospital policy providing a fixed daily benefit only, Medicare supplement policy, long-term care policy, short-term major medical policies of six months or less duration, or any other supplemental policy as determined by the director of the department of insurance, financial institutions and professional registration.

(Emphasis added.)

40. Both Reliance's Group Policy and Certificate are not compliant with Missouri insurance laws. Section 376.1232.1 requires all health benefit plans offer coverage for prosthetic devices and services. This lack of offered coverage is evidenced both within Reliance's Group Policy and Certificate. Nowhere within the Group Policy or Certificate are prosthetic devices and services addressed as a bracketed benefit or otherwise. As such, neither the Group Policy nor the Certificate comply with the laws of this state as required by §376.405.
41. Pursuant to §376.1232.4, the mandated coverage under §376.1232 does not apply to supplemental insurance policies including, most relevantly, accident-only policies. Reliance has stated, and the benefits within the policy show, that this is an accident and sickness policy. As such, this policy exceeds the exceptions provided within §376.1232.4, and the filing must comply with the statutory mandated offer.

**Reliance's Health Benefit Plan Does Not Comply With the Mandated  
Coverage for the Right of a Second Opinion for Newly Diagnosed Cancer  
Patients**

42. Section 376.1253 states in relevant part:

*2. Each health carrier or health benefit plan, as defined in section 376.1350, that offers or issues health benefit plans which are delivered, issued for delivery, continued or renewed in this state on or after January 1, 2003, shall provide coverage for a second opinion rendered by a specialist in that specific cancer diagnosis area when a patient with a newly diagnosed cancer is referred to such specialist by his or her attending physician. Such coverage shall be subject to the same deductible and coinsurance conditions applied to other specialist referrals and all other terms and conditions applicable to other benefits, including the prior authorization and/or referral authorization requirements as specified in the applicable health insurance policy.*

\* \* \*

3. The provisions of this section shall not apply to a supplemental insurance policy, including a life care contract, accident-only policy, specified disease policy, hospital policy providing a fixed daily benefit only, Medicare supplement policy, long-term care policy, short-term major medical policies of six months' or less duration, or any other supplemental policy as determined by the director of the department of insurance, financial institutions and professional registration.

(Emphasis added.)

43. Both Reliance's Group Policy and Certificate are not compliant with Missouri insurance laws. Section 376.1253 requires all health benefit plans to provide coverage for a second opinion for newly diagnoses cancer patients. Neither the Group Policy nor the Certificate provide the mandated coverage. As such, neither the Group Policy nor the Certificate comply with the laws of this state as required by §376.405.
44. Pursuant to §376.1253.3, the mandated coverage under §376.1253 does not apply to supplemental insurance policies including, most relevantly, accident-only policies. Reliance has stated, and the benefits within the policy show, that this is an accident and sickness policy. As such, this policy exceeds the exceptions provided within §376.1253.3, and the filing must comply with the statutory mandate.

**Reliance's Health Benefit Plan Does Not Comply With the  
Mandatory Coverage for Human Leukocyte Antigen Testing for  
Bone Marrow Transplantation**

45. Section 376.1275 states in relevant part:

1. *Each health carrier or health benefit plan that offers or issues health benefit plans* which are delivered, issued for delivery, continued, or renewed in this state on or after January 1, 2003, *shall include coverage for their members for the cost for human leukocyte antigen testing*, also referred to as histocompatibility locus antigen testing, for A, B, and DR antigens *for utilization in bone marrow transplantation*. The testing must be performed in a facility which is accredited by the American Association of Blood Banks or its successors, and is licensed under the Clinical Laboratory Improvement Act, 42 U.S.C. Section 263a, as amended, and is accredited by the American Association of Blood Banks or its successors, the College of American Pathologists, the American Society for Histocompatibility and Immunogenetics (ASHI) or any other national accrediting body with requirements that are substantially equivalent to or more stringent than those of the College of American Pathologists. At the time of testing, the person being tested must complete and sign an informed consent form which also authorizes the results of the test to be used for participation in the National Marrow Donor Program. The health benefit plan may limit each enrollee to one such testing per lifetime to be reimbursed at a cost of no greater than seventy-five dollars by the health carrier or health benefit plan.

2. For the purposes of this section, *“health carrier” and “health benefit plan” shall have the same meaning as defined in section 376.1350.*

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4. The provisions of this section shall not apply to a supplemental insurance policy, including a life care contract, accident-only policy, specified disease policy, hospital policy providing a fixed daily benefit only, Medicare supplement policy, long-term care policy, short-term major medical policies of six months' or less duration, or any other supplemental policy as determined by the director of the department of insurance, financial institutions and professional registration.

(Emphasis added.)

46. Both Reliance's Group Policy and Certificate are not compliant with Missouri insurance laws. Section 376.1275 requires all health benefit plans to provide coverage for human leukocyte antigen testing for bone marrow transplantation. Neither the Group Policy nor the Certificate provide the mandated coverage. As such, neither the Group Policy nor the Certificate comply with the laws of this state as required by §376.405.
47. Pursuant to §376.1275.4, the mandated coverage under §376.1275 does not apply to supplemental insurance policies including, most relevantly, accident-only policies. Reliance has stated, and the benefits within the policy show, that this is an accident and sickness policy. As such, this policy exceeds the exceptions provided within §376.1275.4, and the filing must comply with the statutory mandate.

**Reliance's Certificate Does Not Comply With the Mandatory Utilization Review Procedures**

48. Section 376.1372.1 states:

In the certificate of coverage and the member handbook provided to enrollees, a health carrier shall include a clear and comprehensive description of its utilization review procedures, including the procedures for obtaining review of adverse determinations, and a statement of rights and responsibilities of enrollees with respect to those procedures.

49. Reliance's Certificate is not compliant with Missouri insurance laws. Section 376.1372 requires all health carriers to provide utilization review procedures in the Certificate. The Certificate does not provide such procedures. As such, the Certificate does not comply with the laws of this state as required by §376.405.

**Reliance's Filing Does Not Substantively Provide All Provisions Required In a Group Policy Under Section 376.426**

50. 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...:

(1) *A provision that the policyholder is entitled to a grace period of thirty-one days for the payment of any premium due* except the first, during which grace period the policy shall continue in force, unless the policyholder shall have given the insurer written notice of discontinuance in advance of the date of discontinuance and in

accordance with the terms of the policy. The policy may provide that the policyholder shall be liable to the insurer for the payment of a pro rata premium for the time the policy was in force during such grace period;

(2) *A provision that the validity of the policy shall not be contested, except for nonpayment of premiums, after it has been in force for two years from its date of issue*, and that no statement made by any person covered under the policy relating to insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime nor unless it is contained in a written instrument signed by the person making such statement; except that, no such provision shall preclude the assertion at any time of defenses based upon the person's ineligibility for coverage under the policy or upon other provisions in the policy;

(3) A provision that a copy of the application, if any, of the policyholder shall be attached to the policy when issued, that *all statements made by the policyholder or by the persons insured shall be deemed representations and not warranties* and that *no statement made by any person insured shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to such person or, in the event of the death or incapacity of the insured person, to the individual's beneficiary or personal representative*;

\* \* \*

(11) A provision that all benefits payable under the policy ... *shall be payable not more than thirty days* after receipt of proof and that, subject to due proof of loss...;

\* \* \*

(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. This subdivision shall apply only to policies delivered or issued for delivery in this state on or after one hundred twenty days after September 28, 1985[.]

(Emphasis added.)

51. Reliance's Certificate is not compliant with Missouri insurance laws. Under the subsection titled "Grace Period," the Certificate provides the statutorily required grace period as an option because it is contained within a bracketed section. While the Certificate properly addresses the requirements of the grace period under §376.426(1), the provision is bracketed, indicating that the language within the brackets may be in or out of the issued policy form. The coverage under §376.426(1) is substantively required to be within the policy and, thus, may not be bracketed. As such, the Certificate does not comply with the laws of this state as required by §376.405.
52. Both Reliance's Group Policy and Certificate are not compliant with Missouri insurance laws. Under the subsection titled "Incontestability," neither the Group Policy nor the Certificate provide a required substantive notice provision. Neither the Group Policy nor the Certificate notify the insured "that the validity of the policy shall not be contested...after it has been in force for two years," as required by §376.426(2). As such, neither the Group Policy nor the Certificate comply with the laws of this state as required by §376.405.
53. Both Reliance's Group Policy and Certificate are not compliant with Missouri insurance laws. Under the subsection titled "Incontestability" with respect to statements by covered persons, both the Group Policy and the Certificate add the phrase "except a fraudulent one[.]" In adding this phrase, both the Group Policy and the Certificate substantively modify the requirements of §376.426(3) in that **all** statements shall be representations and not warranties; there are no exceptions. As such, neither the Group Policy nor the Certificate comply with the laws of this state as required by §376.405.
54. Both Reliance's Group Policy and Certificate are not compliant with Missouri insurance laws. Under the subsection titled "Incontestability," neither the Group Policy nor the Certificate provides a required substantive notice provision. With respect to statements being used against an insured, neither the Group Policy nor the Certificate notify the insured that "in the event of the death or incapacity of the insured person, [a copy of the statement is to be

furnished] to the individual's beneficiary or personal representative," as required by §376.426(3). As such, neither the Group Policy nor the Certificate comply with the laws of this state as required by §376.405.

55. Both Reliance's Group Policy and Certificate are not compliant with Missouri insurance laws. Under the subsection titled "Time of Payment of Claim," both the Group Policy and the Certificate state that, within thirty days after receiving a filed claim, Reliance "will send an electronic or facsimile notice of the status of the claim." The Certificate does not substantively say the claim will be paid within thirty days, as required by §376.426(11). As such, neither the Group Policy nor the Certificate comply with the laws of this state as required by §376.405.
56. Both Reliance's Group Policy and Certificate are not compliant with Missouri insurance laws. Under the section titled "Eligible Dependents," neither the Group Policy nor the Certificate make reference to eligible children who are over the age of 26 but "are incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent upon the certificate holder for support and maintenance," as required by §376.426(12). As such, neither the Group Policy nor the Certificate comply with the laws of this state as required by §376.405.
57. After review and consideration of the policy forms included in the Reliance's Filing, the company has failed to demonstrate its compliance with Missouri law as enumerated herein.
58. While there may be additional reasons as to why these policy forms do not comply with Missouri's insurance laws, the reasons stated herein are sufficient to disapprove the forms.
59. Each reason stated herein for disapproval of a policy form is a separate and sufficient cause to disapprove such form.
60. Reliance's Group Policy and Certificate do not comply with Missouri law. As such, said forms are not in the public interest.
61. This Order is in the public interest.

**IT IS THEREFORE ORDERED** that Forms LRS-9498-0613(MO) and LRS-9497-0613(MO) are hereby **DISAPPROVED**. Reliance Standard 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 19<sup>th</sup> day**  
of September, 2013.



  
**JOHN M. HUFF**  
**DIRECTOR**



**NOTICE**

**TO: Reliance Standard 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 20<sup>th</sup> day of September, 2013, a copy of the foregoing Order and Notice was

- 1) Delivered via electronic mail to:

John Martin  
jmartin@exlllc.com

- 2) Served via certified mail addressed to:

Lynne Mack  
Assistant Vice President, Reliance Standard Life Insurance Company  
2001 Market Street, Suite 1500  
Philadelphia, PA 19103

  
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