

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

In Re: UNIFIED LIFE)	
INSURANCE COMPANY)	
SERFF TRACKING NUMBER)	Case No. 130814498C
CMPL-129086248)	

ORDER DISAPPROVING FORM FILING

Upon review and consideration of the filing of Unified Life Insurance Company, SERFF Tracking Number CMPL-129086248, specifically Forms GRP 2013 FPM CERT MO, TLR 2013, GRP 2013 FPM POLICY, GRP 2013 FPM APP, 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. Unified Life Insurance Company ("Unified"), NAIC Number 11121, is a foreign life and health insurance company organized pursuant to the laws of the state of Texas and transacting insurance business in the state of Missouri 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 section 374.075² with the review of forms that are filed by insurance companies.
5. Compliance Research Services, LLC, on behalf of Unified, filed policy forms with the Director via the System for Electronic Rate and Form Filing ("SERFF") on June 20, 2013. The SERFF Tracking Number is CMPL-129086248 ("Filing").
6. The Filing contains, in pertinent part, forms: GRP 2013 FPM CERT MO, titled Certificate of Coverage ("Certificate"); TLR 2013, titled "Term Life Insurance Rider" ("Life Rider"); GRP 2013 FPM ENR, titled Enrollment Form; GRP 2013 FPM POLICY, titled Group Accident and Sickness Hospital

¹ RSMo (2000).

² All statutory citations are to RSMo (Supp. 2012) unless otherwise noted.

Indemnity Insurance Policy ("Group Policy"); and GRP 2013 FPM APP, titled Policyholder Application for Group Accident and Sickness Hospital Indemnity Insurance ("Application").

7. Unified's Filing includes both life insurance forms and health insurance forms.
8. Unified's Group Policy and Certificate combine two distinct types of health insurance policies, an Accident and Sickness Policy and a Hospital Indemnity Policy, into one policy of health insurance.
9. Unified's Enrollment Form indicates that the health insurance policy may be sold as either a supplemental health insurance policy or as a stand-alone health insurance policy.
10. Brackets ([...]) within a policy form reviewed by the Division indicate that the language within the brackets may be in or out of the policy form.
11. Potentially, all benefits or coverages in brackets could be included in an issued policy form.
12. Inversely, all benefits or coverages in brackets could be excluded from an issued policy.
13. On page 24 of the Certificate under the subsection "How to File a Claim," Unified states:

A claim form must be completed within 90 days after the covered loss begins or as soon as it is reasonably possible. The claim form, along with proof of loss, should be sent to Us at the address We have provided.

14. On page 24 of the Certificate under the subsection "Proof of Loss," Unified states:

The Named Insured must give Us a written proof of loss within 90 days after the covered loss begins. If he is not able to give Us written proof of loss within 90 days, it will not have a bearing on this claim if proof is given to Us as soon as it is reasonably possible, except in the absence of legal capacity.

Refer to the applicable benefit section(s) for written proof of loss requirement.

15. On page 21 of the Certificate under the section Description of Benefits and the subsection "Proof of Loss," Unified states:

We must be given written proof of loss within 90 days after the covered loss occurs. If an authorized representative is not able to give Us written proof of loss within 90 days, it will not have a bearing on the claim if proof is given to Us as soon as it is reasonably possible except in the absence of legal capacity. Written proof of loss must include a claim form and if loss is due to death of a Covered Person, a certified copy of the death certificate.

16. On page 24 of the Certificate under the subsection "Time of Payment of Claim," Unified states:

We will pay any benefits due immediately after We receive written proof of loss.

17. Nowhere within the Certificate is the term "immediately" defined.

18. On page 22 of the Certificate under the subsection "Termination of Named Insured's Coverage," Unified states:

The coverage on a Named Insured will terminate on the earliest of the following dates:

- the date the Policy terminates; or
- midnight on the last day of the grace period; or
- 90 days after the date written notice was provided that the Named Insured is no longer in an eligible class; or
- the date the Named Insured's class is no longer included for insurance; or
- on the date the Named Insured asks Us to end their coverage.

19. On page 3 of the Group Policy under the section "Termination of the Group Policy," Unified states:

The Group Policy can be cancelled by the Policyholder or by Us.

If We cancel this Policy, a written notice will be delivered to the Policyholder at least 60 days prior to the cancellation date. Coverage will end at 12:00 midnight Standard Time on the cancellation date.

20. On page 15 of the Certificate under the subsection "Coverage for the Named Insured's Newborn Children," Unified states:

A child born to You or Your insured Spouse will automatically become insured as a Dependent. The child must be born to the Named Insured or to his Spouse while this Certificate is in force. We will cover each newborn child from the moment of live birth. Such coverage includes:

- the necessary care and treatment of medically diagnosed congenital defects;
- birth abnormalities;
- prematurity[.][:];
- [routine nursery care, provided the pregnancy originated while the Named Insured or Spouse was insured under the Policy.]

21. On page 15 of the Certificate under the subsection "Enrollment of Children," Unified states:

For each newborn, step child and/or adopted child, You must:

- notify Us of his birth or placement in Your residence within 31 days of this occurrence;
- complete the required application for him; and
- pay the required premium for him, if any.

If a newborn is not enrolled within 31 days of birth coverage will be provided from the date that notice is given. Any additional premium required should be made to the Holder within 31 days of notification of birth or placement for the purposes of a step child and/or adoption.

22. On page 3 of the Application under the section "Chemical Abuse and Dependence Diagnosis and Treatment Benefit," Unified offers:

- a. An inpatient rehabilitation maximum benefit that ranges from 1-60 days of coverage per year; and
- b. An outpatient chemical abuse and dependence maximum benefit that ranges from 1-20 days of coverage per year.

Nowhere within the Application does Unified offer coverage for medical or social setting detoxification of at least six days.

23. On page 3 of the Application, Unified offers to provide coverage for mental health benefits. However, nowhere within the Application does Unified offer a mental health benefit for at least two sessions per year to a licensed

psychiatrist, licensed psychologist, licensed professional counselor, licensed clinical social worker, or licensed marital and family therapist for the purposes of diagnosis or assessment.

24. On pages 5 and 19 of the Certificate, there is bracketed coverage for and explanation of Mental Health Benefits. Said coverage does not include at least two sessions with the appropriately licensed mental health professional for the purposes of diagnosis or assessment.
25. On page 5 of the Certificate under the bracketed subsection Habilitative Services for Children Benefit, Unified provides coverage ranging from \$0 to \$100 per day with one to five days of coverage or unlimited coverage.
26. On page 20 of the Certificate under the bracketed subsection Habilitative Services for Children Benefit, Unified states:

We will pay the Habilitative Services for Children Benefit shown on the Certificate Schedule for each day any Covered Person under the age of 21 years incurs charges for habilitative services. Benefits will not be provided for habilitative services actually delivered through early intervention or school services. Benefits for Habilitative Services for Children will be payable if the charges incurred are not payable under another benefit.

We will pay the Habilitative Services for Children Benefit amount shown on the Certificate Schedule, for each day the Covered Person incurs charges up to the Habilitative Services for Children Benefit Maximum Benefit, shown on the Certificate Schedule.

For the purposes of this provision, "habilitative services" means services, including occupational therapy, physical therapy, and speech therapy, for the treatment of a child with a congenital or genetic birth defect to enhance the child's ability to function.

27. On page 3 of the Application, Unified offers coverage for habilitative services for children.
28. Nowhere within the Certificate does Unified provide medically necessary treatment for autism spectrum disorders.
29. Nowhere within the Certificate does Unified provide coverage for chiropractic care.
30. Nowhere within the Application does Unified offer prosthetic devices and services.

31. Nowhere within the Certificate does Unified indicate coverage for prosthetic devices and services.

CONCLUSIONS OF LAW

32. 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.
33. "Specific" is defined as "precisely formulated or restricted; definite; explicit; of an exact or particular nature."³ "Certain" is defined as "ascertained; precise; identified; settled; exact; definitive; clearly known; unambiguous..."⁴ "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."⁵
34. 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.

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

35. 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;

* * *

³ *Black's Law Dictionary* 1398 (6th ed., West 1990)

⁴ *Id.* at 225.

⁵ *Seeck v. Geico Gen. Ins. Co.*, 212 S.W. 3d 129, 132 (Mo. banc 2007).

(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 ... ***shall be payable not more than thirty days*** after receipt of proof and that, subject to due proof of loss...;

* * *

(15) A provision specifying the conditions under which the policy may be terminated. Such provision shall state that except for nonpayment of the required premium or the failure to meet continued underwriting standards, ***the insurer may not terminate the policy prior to the first anniversary date of the effective date of the policy...***[.]

(Emphasis added.)

36. Unified's Certificate is not compliant with Missouri insurance laws. Under the subsection titled "How to File a Claim," the Certificate excludes a required substantive notice provision. While the Certificate does provide for a greater time frame to provide notice, it does not notify the insured that failure to give notice within the time frame "shall not invalidate nor reduce and claim" if it was not reasonably possible to do so as required by §376.426(8). As such, the Certificate does not comply with the laws of this state as required by §376.405.
37. Unified's Certificate is not compliant with Missouri insurance laws. Under the subsection titled "Proof of Loss," the Certificate excludes a required substantive notice provision. The Certificate does not notify the insured that failure to furnish the proof of loss within the time frame "shall not invalidate nor reduce and 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.

38. Unified's Certificate is not compliant with Missouri insurance laws. Under the subsection titled "Time of Payment of Claim," the Certificate notifies the insured that benefits due will be paid immediately upon receipt of the proof of loss. Immediately may mean that payment would occur within: a day or two, a week or two, or something else entirely. This is because immediately is not defined within the policy. In the event the time frame envisioned by Unified were less than the 30 days required by §376.426(11), it would be acceptable as a more favorable provision; however, because immediately is not defined and the law requires at least a specified number of days, the language is not definite, clearly known, or distinct. As such, the Certificate 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.
39. Unified's Certificate is not compliant with Missouri insurance laws. Under the subsection titled "Termination of a Named Insured's Coverage," the Certificate excludes a required substantive notice provision. The Certificate's list of potential termination dates includes "the date the Policy terminates" with no further explanation. Section 376.426(15) requires a statement that substantively discloses that the insurer may not terminate the policy for one year. While Unified may envision that "the date the Policy terminates" may be set to a one year time frame, this is neither clear in the Certificate nor the Filing as a whole. As such, the Certificate does not comply with the laws of this state as required by §376.405.
40. Unified's Group Policy is not compliant with Missouri insurance laws. Under the section titled "Termination of the Group Policy," the Group Policy excludes a required substantive notice provision from the Group Policy. The Group Policy states that a policy can be cancelled by Unified upon written notice after 60 days; this is not correct. Section 376.426(15) requires a statement that substantively discloses that the insurer may not terminate the policy for one year. As such, the Group Policy does not comply with the laws of this state as required by §376.405.

Unified's Certificate Does Not Provide All Required Benefits to Newborn Children Under Missouri Law

41. Section 376.406 states in relevant part:

1. All health benefit plans which provide coverage for a family member of an enrollee shall, as to such family member's coverage, also provide that the health benefits applicable for

children shall be payable with respect to a newly born child of the enrollee from the moment of birth.

2. The *coverage for newly born children shall consist of coverage of injury or sickness* including the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities.

(Emphasis added.)

42. Unified's Certificate is not compliant with Missouri insurance laws. Under the subsection titled "Coverage for the Named Insured's Newborn Children," the Certificate lists as coverages: congenital defects, birth abnormalities, and prematurity. Pursuant to §376.406.2, the Certificate is also required to provide coverage for injury or sickness. While a newborn may be injured or sick due to the above listed items, there are other reasons why coverage for injury or sickness may be necessary. Therefore, the Certificate does not provide all coverages a newborn child is due under Missouri law. As such, the Certificate does not comply with the laws of this state as required by §376.405.

Unified's Filing Contains Both Life and Health Forms

43. Title 20 CSR 400-8.200(3) states in relevant part:

Filing Requirements for All Policies, Contracts, and Related Forms

* * *

(E) Life insurance forms must be submitted separately from health insurance forms.

44. Unified's Life Rider is not compliant with Missouri insurance laws. The Life Rider is contained within a health filing and among health forms. It has not been filed separately as required by 20 CSR 400-8.200(3)(E). As such, the Life Rider does not comply with the laws of this state as required by §376.405.

Unified's Application Does Not Make the Proper Offers for Chemical Abuse Treatment and Mental Health Benefits

45. Section 376.811 states in relevant part:

1. Every insurance company and health services corporation doing business in this state *shall offer* in all health insurance policies benefits or coverage for chemical dependency meeting the following minimum standards:

(1) Coverage for outpatient treatment through a nonresidential treatment program, or through partial- or full-day program services, of *not less than twenty-six days* per policy benefit period;

(2) Coverage for residential treatment program of *not less than twenty-one days* per policy benefit period; [and]

(3) *Coverage for medical or social setting detoxification of not less than six days per policy benefit period*[.]

* * *

4. Every insurance company, health services corporation and health maintenance organization doing business in this state *shall offer* in all health insurance policies mental health benefits or coverage as part of the policy or as a supplement to the policy. *Such mental health* benefits or *coverage shall include at least two sessions per year* to a licensed psychiatrist, licensed psychologist, licensed professional counselor, licensed clinical social worker, or, subject to contractual provisions, a licensed marital and family therapist, acting within the scope of such license and under the following minimum standards:

(1) Coverage and benefits in this subsection shall be *for the purpose of diagnosis or assessment*, but not dependent upon findings[.]

* * *

6. 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, hospitalization-surgical care policy, short-term major medical policy 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. Unified's Application⁶ is not compliant with Missouri insurance laws. Under the section titled "Chemical Abuse and Dependence Diagnosis and Treatment Benefit," the Application does not comply with §376.811.1 as stated below:

⁶ "An application for a policy of insurance is an offer, intended to be relied upon and to become a part of the contract, when accepted." *Minich v. M.F.A. Mut. Ins. Co.*, 325 S.W.2d 56 (Mo. App. K.C., 1959).

- a. The Application offers coverage for outpatient treatment with a 20-day maximum coverage benefit; this is less than the statutorily mandated offer.
- b. Additionally, the Application offers coverage for inpatient treatment ranging from one to 60 days per year. While the maximum range exceeds the statutory mandate, the minimum range is less than the twenty-one day requirement.
- c. Finally, the Application does not offer coverage for medical or social setting detoxification of at least six days.

As such, the Application does not comply with the laws of this state as required by §376.405. Each reason stated above is a separate and sufficient showing of noncompliance.

47. Unified's Application is not compliant with Missouri insurance laws, specifically §376.811.4. Under the section titled Mental Health Benefits, the Application does not provide coverage for at least two sessions with the appropriately licensed mental health professional for the purpose of diagnosis or assessment within its offer of coverage. This lack of offered coverage is further evidenced within Unified's Certificate. Under the Description of Benefits, Mental Health Benefits, there is no explanation of the two-session requirement for diagnosis or assessment should the offer be accepted.
48. Pursuant to §376.811.6, the mandated offers of §§376.811.1 and 376.811.4 do not apply to supplemental insurance policies including, most relevantly, accident-only policies or hospital policies providing a fixed daily benefit. These exceptions are not applicable to this policy of insurance for the following reasons:
 - a. Unified's policy is not a supplemental insurance policy. Unified's Enrollment Form indicates that the health insurance policy may be sold as either a supplemental health insurance policy or as a stand-alone health insurance policy. As such, this policy does not fit within the supplemental policy exception for this section.
 - b. In the event Unified's policy was sold strictly as a supplemental policy, Unified's policy is neither an accident-only policy nor a hospital policy providing a fixed daily benefit. Unified's Group Policy and Certificate combine two distinct types of health insurance policies, an Accident and Sickness Policy and a Hospital Indemnity Policy, into one policy of health insurance. As such, this policy exceeds the exceptions provided within §376.811.6.

Unified's Filing Qualifies as a Health Benefit Plan

49. Section 376.1350 states in relevant part:

(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[.]

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

- a. Unified 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 Unified, 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.

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

51. 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.)

52. Unified's Certificate is not compliant with Missouri insurance laws. Under the subsection titled "Habilitative Services For Children Benefit," the Certificate does not comply with §376.1218 as stated below:
- a. While the Certificate properly addresses the scope of services required under §376.1218, the provisions of coverage are bracketed, indicating that the language within the brackets may be in or out of the issued policy form. The coverage under §376.1218 is mandated and, thus, may not be bracketed.
 - b. Additionally, the Certificate does not provide the appropriate amount of coverage under this section. The coverage provided ranges from \$0 to \$100 per day with one to five days of coverage or unlimited coverage. The statutory mandate is \$3,000 in coverage.

As such, the Certificate does not comply with the laws of this state as required by §376.405. Each reason stated above is a separate and sufficient showing of noncompliance.

53. Unified's Application is not compliant with Missouri insurance laws. Under the section titled "Habilitative Services For Children Benefit," the Application does not comply with §376.1218 in that this benefit may not be an offered coverage. Pursuant to 376.1218, this is a mandated coverage not subject to offer. As such, the Application does not comply with the laws of this state as required by §376.405.
54. Pursuant to §376.1218.8, the mandated coverage under §376.1218 does not apply to supplemental insurance policies including, most relevantly, accident-only policies or hospital policies providing a fixed daily benefit. These exceptions are not applicable to this policy of insurance for the following reasons:
- a. Unified's policy is not a supplemental insurance policy. Unified's Enrollment Form indicates that the health insurance policy may be sold as either a supplemental health insurance policy or as a stand-alone health insurance policy. As such, this policy does not fit within the supplemental policy exception for this section.
 - b. In the event Unified's policy was sold strictly as a supplemental policy, Unified's policy is neither an accident-only policy nor a hospital policy providing a fixed daily benefit. Unified's Group Policy and Certificate combine two distinct types of health insurance policies, an Accident and Sickness Policy and a Hospital Indemnity Policy, into one policy of health insurance. As such, this policy exceeds the exceptions provided within §376.1218.8.

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

55. 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.)

56. Unified's Certificate is not compliant with Missouri insurance laws. Section 376.1224.2 requires all health benefit plans to provide coverage for autism spectrum disorders. The Certificate does not provide the mandated coverage. As such, the Certificate does not comply with the laws of this state as required by §376.405.
57. Pursuant to §376.1224.14, the mandated coverage under §376.1224 does not apply to supplemental insurance policies including, most relevantly, accident-only policies or hospital policies providing a fixed daily benefit. These

exceptions are not applicable to this policy of insurance for the following reasons:

- a. Unified's policy is not a supplemental insurance policy. Unified's Enrollment Form indicates that the health insurance policy may be sold as either a supplemental health insurance policy or as a stand-alone health insurance policy. As such, this policy does not fit within the supplemental policy exception for this section.
- b. In the event Unified's policy was sold strictly as a supplemental policy, Unified's policy is neither an accident-only policy nor a hospital policy providing a fixed daily benefit. Unified's Group Policy and Certificate combine two distinct types of health insurance policies, an Accident and Sickness Policy and a Hospital Indemnity Policy, into one policy of health insurance. As such, this policy exceeds the exceptions provided within §376.1224.14.

**Unified's Certificate Does Not Provide the Mandated Coverage for
Chiropractic Care**

58. 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.)

59. Unified's Certificate is not compliant with Missouri insurance laws. Section 376.1230.1 requires all health carriers to provide coverage for chiropractic care. The Certificate does not provide the mandated coverage. As such, the Certificate does not comply with the laws of this state as required by §376.405.
60. Pursuant to §376.1230.5, the mandated coverage under §376.1230 does not apply to supplemental insurance policies including, most relevantly, accident-only policies or hospital policies providing a fixed daily benefit. These exceptions are not applicable to this policy of insurance for the following reasons:
 - a. Unified's policy is not a supplemental insurance policy. Unified's Enrollment Form indicates that the health insurance policy may be sold as either a supplemental health insurance policy or as a stand-alone health insurance policy. As such, this policy does not fit within the supplemental policy exception for this section.
 - b. In the event Unified's policy was sold strictly as a supplemental policy, Unified's policy is neither an accident-only policy nor a hospital policy providing a fixed daily benefit. Unified's Group Policy and Certificate combine two distinct types of health insurance policies, an Accident and Sickness Policy and a Hospital Indemnity Policy, into one policy of health insurance. As such, this policy exceeds the exceptions provided within §376.1230.5.

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

61. 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.)

62. Unified's Application is not compliant with Missouri insurance laws. Section 376.1232.1 requires all health benefit plans offer coverage for prosthetic devices and services. The Application does not provide the mandated offer. This lack of offered coverage is further evidenced within Unified's Certificate. Nowhere within the Certificate are prosthetic devices and services addressed. As such, the Application does not comply with the laws of this state as required by §376.405.
63. Pursuant to §376.1224.14, the mandated coverage under §376.1224 does not apply to supplemental insurance policies including, most relevantly, accident-only policies or hospital policies providing a fixed daily benefit. These exceptions are not applicable to this policy of insurance for the following reasons:
- a. Unified's policy is not a supplemental insurance policy. Unified's Enrollment Form indicates that the health insurance policy may be sold as either a supplemental health insurance policy or as a stand-alone health insurance policy. As such, this policy does not fit within the supplemental policy exception for this section.
 - b. In the event Unified's policy was sold strictly as a supplemental policy, Unified's policy is neither an accident-only policy nor a hospital policy providing a fixed daily benefit. Unified's Group Policy and Certificate combine two distinct types of health insurance policies, an Accident and Sickness Policy and a Hospital Indemnity Policy, into one policy of health insurance. As such, this policy exceeds the exceptions provided within §376.1224.14.
64. After review and consideration of the policy forms included in the Unified Filing, the company has failed to demonstrate its compliance with Missouri law as enumerated herein.
65. 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.

66. Each reason stated herein for disapproval of a policy form is a separate and sufficient cause to disapprove such form.
67. Unfied's Application, Group Policy, Certificate and Life Rider do not comply with Missouri law. As such, said forms are not in the public interest.
68. This Order is in the public interest.

IT IS THEREFORE ORDERED that Forms GRP 2013 FPM CERT MO, TLR 2013, GRP 2013 FPM POLICY, GRP 2013 FPM APP are hereby **DISAPPROVED**. Unified 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 16th day of August, 2013.




JOHN M. HUFF
DIRECTOR

NOTICE

TO: Unified 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 16th day of August, 2013, a copy of the foregoing Order and Notice was

1) Delivered via electronic mail to:

Nancy French
nfrench@crssolutionsgroup.com; and

Celeste Williams
cwilliams@unifiedlife.com

2) Served via certified mail addressed to:

John Tiller
President, Unified Life Insurance Company
7201 West 129th Street, Suite 300
Overland Park, Kansas 66213


