



DEPARTMENT OF COMMERCE & INSURANCE

P.O. Box 690, Jefferson City, Mo. 65102-0690

In Re:

HEALTHY ALLIANCE LIFE
INSURANCE COMPANY
(NAIC #671-78972)

Market Conduct Investigation No. 405663

ORDER OF THE DIRECTOR

NOW, on this 23rd day of September, 2025, Director Angela L. Nelson, after consideration and review of the Stipulation of Settlement and Voluntary Forfeiture (hereinafter "Stipulation") entered into by the Division of Insurance Market Regulation (hereinafter "Division") and Healthy Alliance Life Insurance Company (NAIC #671-78972) (hereinafter "HALIC"), relating to the market conduct investigation no. 405663, does hereby issue the following orders:

This order, issued pursuant to §374.046.15¹ and §374.280 RSMo, is in the public interest.

IT IS THEREFORE ORDERED that the Director does hereby approve the Stipulation as agreed to by HALIC and the Division.

IT IS FURTHER ORDERED that HALIC shall not engage in any of the violations of statutes and regulations set forth in the Stipulation, shall implement procedures to place it in full compliance with the requirements in the Stipulation and the statutes and regulations of the State of Missouri, shall maintain those corrective actions at all times, and shall fully comply with all terms of the Stipulation.

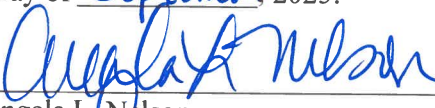
¹ All references, unless otherwise noted, are to Revised Statutes of Missouri 2016.

IT IS FURTHER ORDERED that HALIC shall pay, and the Department of Commerce and Insurance, State of Missouri, shall accept, the Voluntary Forfeiture of \$20,000.00, payable to the Missouri State School Fund.

IT IS SO ORDERED.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office in Jefferson City, Missouri, this 23rd day of September 2025.





Angela L. Nelson
Director

**IN THE DEPARTMENT OF COMMERCE AND INSURANCE
STATE OF MISSOURI**

<i>In Re:</i>)	
)	
HEALTHY ALLIANCE LIFE)	Market Conduct Investigation No. 405663
INSURANCE COMPANY)	
(NAIC #671-78972))	

STIPULATION OF SETTLEMENT AND VOLUNTARY FORFEITURE

It is hereby stipulated and agreed by the Division of Insurance Market Regulation (hereinafter the “Division”) and Healthy Alliance Life Insurance Company (hereinafter “HALIC”), as follows:

WHEREAS, the Division is a unit of the Missouri Department of Commerce and Insurance (hereinafter the “Department”), an agency of the State of Missouri, created and established for administering and enforcing all laws in relation to insurance companies doing business in the State of Missouri;

WHEREAS, HALIC has been granted a certificate of authority to transact the business of insurance in the State of Missouri;

WHEREAS, the Division conducted a market conduct investigation of HALIC, investigation no. 405663; and

WHEREAS, based on the market conduct investigation of HALIC, the Division alleges that:

1. In at least one instance, HALIC did not issue a certificate setting forth a statement as to the insurance protection to which an insured group member was entitled, in violation of §376.426 (7)¹.

¹ All statutory references, unless otherwise noted, are to the 2016 Revised Statutes of Missouri.

2. HALIC did not place on the face page of a group health insurance certificate a conspicuous and clearly captioned statement that the insured may return the certificate within at least ten days of delivery for a full refund of premiums paid, in violation of §376.405.3 and 20 CSR 400-2.010 (2).

3. In seven instances, HALIC's student health plan advertisements were not sufficiently clear and complete implicating the provisions of §375.936 (6) (a) and in violation of 20 CSR 400-5.700 (4) (A).

4. In 13 instances, HALIC's student health plan advertisements included factual inaccuracies, implicating the provisions of §375.936 (6) (a) and in violation of 20 CSR 400-5.700 (4) (B).

5. In nine instances, HALIC's student health plan advertisements did not disclose contract provisions relating to renewability, cancelability, termination and modification of benefits, losses covered or premium in a manner not minimizing or rendering obscure the qualifying conditions, implicating the provisions of §375.936 (6) (a) and in violation of 20 CSR 400-5.700.

6. In four instances, HALIC's student health plan advertisements use statistics without citing the source of the statistics, implicating the provisions of §375.936 (6) (a) and in violation of 20 CSR 400- 5.700 (8).

7. In 18 instances, HALIC's student health plan advertisements omit the policy form number to which the advertisement applies and in nine instances omitted the name of the insurer, implicating the provisions of §375.936 (6) (a) and in violation of 20 CSR 400-5.700 (12) (A).

8. In three instances, HALIC provided inaccurate information to UMKC students regarding the conditions and terms of their policies, implicating the provisions of §375.936 (6) (a).

9. HALIC did not maintain the policy file for the student health plan, in violation of

§374.205.2 (2) and 20 CSR 100-8.040 (3) (A) 2.

10. HALIC provided inaccurate information to the Department during the course of an investigation, by misstating: a) that standalone dental coverage was not offered in 2021; b) that certain forms included a “Right to Cancel” provision; c) that HALIC was not aware of what portion of student health premium was paid by the university; and d) that form MO SHP GC-v01 was approved by SERFF filing ATEM-133312274, all in violation of §374.210.1 (2).

WHEREAS, the Division and HALIC have agreed to resolve the issues raised in the market conduct investigation as follows:

A. **Scope of Agreement.** This Stipulation of Settlement (hereinafter “Stipulation”) embodies the entire agreement and understanding of the signatories with respect to the subject matter contained herein. The signatories hereby declare and represent that no promise, inducement, or agreement not herein expressed has been made and acknowledge that the terms and conditions of this agreement are contractual and not a mere recital.

B. **Remedial Action.** HALIC agrees to take remedial action, bringing it into compliance with the statutes and regulations of Missouri, and agrees to maintain those remedial actions at all times. Such remedial actions shall include the following:

1. HALIC agrees to take measures to ensure that group certificates are made available to all enrolled members no later than the effective date of the group policy and every policy effective date thereafter while the group policy remains in force.

2. HALIC agrees to maintain documentation of the date notification of coverage is delivered to each member and access to group certificates are made available to members.

3. HALIC agrees to include on the group health insurance certificate for student health plans that are “mass marketed,” as defined in 20 CSR 400-2.010 (1), in Missouri, a conspicuous

and clearly captioned statement that the insured may return the certificate within at least ten days of delivery for a full refund of premiums paid.

4. HALIC agrees to adopt and implement written procedures to ensure that its consumer facing advertisements and its statements made to Missouri consumers are true and accurate and disclose material facts. HALIC agrees to submit the written procedures to the Division for approval prior to use.

5. HALIC agrees to include in its Missouri advertisements a reference or a link to a website where all exclusions, reductions and limitations may be found.

6. HALIC agrees to adopt and implement written procedures to ensure its Missouri advertisements are compliant with 20 CSR 400-5.700. HALIC agrees to submit the written procedures to the Division for approval prior to use.

7. HALIC agrees to cite the source of any statistics it uses in health plan advertisements.

8. HALIC agrees to include the policy form number and the name of the actual insurer on all advertisements going forward.

9. HALIC agrees to file with the Department all modifications made in its advertisements and certificates pursuant to Remedial Action paragraphs 3, 4, 5, 7 and 8. Such filing will be made within 90 days of the date of the Order approving this Stipulation and will include a statement that the filing is being made as a result of a Missouri market conduct investigation.

10. HALIC agrees to maintain copies of all contracts as required by 20 CSR 100-8.040 (3) (A) 2.

11. HALIC agrees to adopt and implement written process to ensure that future statements and information provided to the Department are complete and accurate.

C. **Compliance.** HALIC agrees to file documentation pursuant to § 374.190 with the

Division, in a format acceptable to the Division, within 90 days of the entry of an Order approving this Stipulation of any remedial action taken to implement compliance with the terms of this Stipulation.

D. **Voluntary Forfeiture.** HALIC agrees, voluntarily and knowingly, to surrender and forfeit the sum of \$20,000 (twenty thousand dollars), such sum payable to the Missouri State School Fund, in accordance with §§374.049.11 and 374.280.2, within fifteen (15) days of the date the Director of the Department (hereinafter “Director”) signs the Order approving this Stipulation.

E. **Non-Admission.** Nothing in this Stipulation shall be construed as an admission by HALIC, this Stipulation being part of a compromise settlement to resolve disputed factual and legal allegations arising out of the above-referenced market conduct investigation.

F. **Waivers.** HALIC, after being advised by legal counsel, does hereby voluntarily and knowingly waive any and all rights to procedural requirements, including notice and an opportunity for a hearing and review or appeal by any trial or appellate court, which may have otherwise applied to the market conduct investigation no. 405663.

G. **Amendments.** No amendments to this Stipulation shall be effective unless made in writing and agreed to by authorized representatives of the Division and HALIC.

H. **Governing Law.** This Stipulation shall be governed and construed in accordance with the laws of the State of Missouri.

I. **Authority.** The signatories below represent, acknowledge, and warrant that they are authorized to sign this Stipulation on behalf of the Division and HALIC, respectively.

J. **Counterparts and Electronic Signature.** This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document. Execution by facsimile or by electronically transmitted

signature shall be fully and legally effective and binding.

K. **Effect of Stipulation.** This Stipulation shall not become effective until the entry of an Order by the Director approving this Stipulation.

L. **Request for an Order.** The signatories below request that the Director issue an Order approving this Stipulation and ordering the relief agreed to in the Stipulation, and consent to the issuance of such Order.

DATED: September 22, 2025



Teresa Kroll
Chief Market Conduct
Examiner Division of
Insurance Market Regulation

DATED: September 12, 2025



Mark G. Loggins
State Compliance Director
Healthy Alliance Life Insurance Company