

## Form Filing Checklist -- Limited Service Health Organization (LSHO) Individual & Group

TOIs: H20I & H20G - Vision  
H10I & H10G - Dental

### DISCLAIMER

*The form filing checklists are intended only as guides for submitting various policy forms to the Office of the Commissioner of Insurance. The checklists are summaries, and are not intended as an OCI directive nor to interpret or address technical legal questions. Although efforts have been made to ensure that the checklists are current and accurate, information is subject to change on a regular basis without prior notice.*

The cites in the second column reference Wisconsin statutes unless they begin with "Ins", which indicates an administrative code [regulation]

Filings are accepted via e-mail as well as SERFF. Please submit your e-mail form filings to [ociratesforms@wisconsin.gov](mailto:ociratesforms@wisconsin.gov). All correspondence regarding e-mail filings will also be handled electronically.

General Filing Requirements	Reference	Comments
Policy Form Transmittal Document	601.42 Ins 6.05(4)(a)1	For e-mail filings, submit a properly completed NAIC Life and Health transmittal document. Forms and instructions are available on the NAIC website at this link: <a href="http://www.naic.org/industry_rates_forms_trans_docs.htm">http://www.naic.org/industry_rates_forms_trans_docs.htm</a> Submit a separate transmittal form for each TOI submission.
Cover Letter (e-mail filing) Filing Description (SERFF)	Ins 6.05(4)(a)3a	Include a brief explanation of use and intent of the form filing, or that identifies amendments to prior policy form submissions.
Certificate of Compliance and Readability	Ins 6.05(4)(a)2 Ins 6.05 Appendix A	For e-mail filings, submit certificate of compliance and readability substantially identical to Appendix A, Ins 6.05, Wis. Adm. Code, signed by an officer of the insurer For SERFF submissions, include information identified in SERFF form filing instructions.
Policy Language Simplification - Readability	Ins 6.07(4)	Readability score for each form shall be stated in the cover letter or as a data element in an electronic filing.
Statement of Variability	Ins 6.05(4)(a)5	If a form contains variable material or language, a written description identifying the range of the variable material or language.
No Misleading Language	631.20(2)(a)	Forms may not be inequitable, unfairly discriminatory, misleading, deceptive, obscure or encourage misrepresentation.
Rates	Ins 3.13(6)(a)	Actuarial memorandum that includes a schedule of rates and anticipated loss ratio on and earned incurred basis.
Policy Requirements		
Face Page	Reference	Comments
Corporate Legal Name	631.20(2)(c), 631.31 & 631.64	Policy shall conspicuously display the name of the insurer on the face page and full address of its home office somewhere in policy.

Right to Return Policy	631.32 632.73 Ins 3.13(2)(j)2 & 3	10 day "free look" period on face page; right to return and have premiums refunded.
Several Liability	631.31 631.41	If two or more insurers together issue the policy, information shall appear on first page of the policy.
Renewal Provision	Ins 3.13(2)	Policy shall set forth the conditions under which the policy may be renewed.
Important Notice Concerning Statements in the Application for Your Insurance	Ins 3.28(5)(d)	Notice required concerning statements made in the application.
Claim Methodology Disclosure	Ins 3.60(5)	Notice on first page of policy stating that insurer settles claim based on specific methodology.
Riders & Endorsements	Ins 3.13(3)	Notice requirements for riders and endorsements.
<b>General Contract</b>		
Entire Contract	631.11	The policy shall state what forms or documents constitute the entire contract.
Notice of Right to File a Complaint	631.28 Ins 6.85(4)	Notice described under Ins 6.85, Appendix 2, Wis. Adm. Code.
Premium Increase	631.36(5)	60-day notice of premium increases greater than 25%.
Termination	631.36 (4) 632.79	60-day notice for certain nonrenewals, and prior notice of termination.
Disenrollment	Ins 9.39	The policy and certificate shall clearly disclose any circumstances under which the LSHO may disenroll an enrollee.
Notice and Proof of Loss	631.81(1)	Notice or proof of loss is furnished as soon as reasonably possible & within one year of time required by policy.
Limitation of Actions	631.83(1)(b)	Action must be commenced within 3 years of when proof of loss was required to be furnished.
Reinstatement Provision	632.74	Required reinstatement provision if policy terminates for nonpayment of premium [waiting periods for illness not allowed].
Permitted Provisions	632.77	Change of occupation; Misstatement of age; Limitations on payments; Facility of payment.
Prohibited Provisions	632.75(3)	Prohibition of exclusion from coverage of certain dependent children; Out-of-state service providers.
Prohibiting Refusal to Cover Services because Liability Policy May Cover	632.845	A health care plan may not refuse to cover health care services that are provided to an insured and for which there is coverage on the basis that there may be coverage for the services under a liability insurance policy.
Incontestability	632.76(1)	Policy is incontestable after 2 years, except for fraudulent misrepresentation.
Preexisting Condition Definition	632.76(2)(ac)	A policy may not define a preexisting condition more restrictively than a condition, whether physical or mental, regardless of the cause of the condition, for which medical advice, diagnosis, care, or treatment was recommended or received within 12 months before the effective date of coverage.
Grace Period	632.78	Required grace period (7 day for weekly premium, 10 days for monthly, 31 days for all other policies).
Restrictions on Health Care Services	632.87	The policy cannot deny benefits for services provided by a practitioner based on grounds that the services weren't provided by a physician.
Pre-existing Condition Exclusion	632.76(2)(ac)3 Ins 3.28(6)(a)	If disclosed on application, pre-existence defense cannot be used (unless condition is excluded from coverage by name).

Subrogation	Case Law	Wisconsin case law (see <u>Rimes v. State Farm Mutual Automobile Company</u> , 106 Wis. 2d 263) has established that the insurer's recovery rights are limited to the amount remaining after the insured has been "made whole" and there must be a positive statement to this effect in the policy.
Arbitration	631.85	An insurance policy may contain provision for independent appraisal and compulsory arbitration.
Mandatory Arbitration Prohibited	631.83(3)(c)	Policy may not provide that no action may be brought.
No Prior Authorization for Emergency Room Use	632.85	The plan may not require prior authorization for coverage of the emergency services.
Experimental Treatment	632.855	A plan that limits coverage of experimental treatment shall define the limitation and disclose the limits in any agreement, policy or certificate of coverage, including . who is authorized to make decision, and the criteria used to determine whether the treatment is experimental.
Restrictions relating to Fees for Dental Services	632.873	<u>For Dental Policies Only</u> – A policy that provides coverage for dental and related services may not provide nominal or de minimis coverage for a dental or related service for the sole purpose of avoiding the prohibitions on setting fees. .
Coverage of Dependents	632.885	If the policy provides dependent coverage of children, it must provide coverage, if requested by an applicant or insured, for any child of an applicant or insured as a dependent of the applicant or insured if the child is under the age of 26.
Handicapped Children	632.88	If the policy provides coverage for dependent children it must provide an extension for handicapped children.
Adopted Children	632.896	If the policy provides coverage for dependent children, it must provide coverage for adopted children or children placed for adoption with the insured.
Eligible Children	632.897(10)	Policy may not exclude eligible children from coverage based on residence, support provided by insured parent, tax exemption status or marital status of parents.
Grievance Procedure	632.83 & Ins 18.03(1)(a) & (3)	Bulletin, April 26, 2002 <a href="http://oci.wi.gov/bulletin/0402iro.htm">http://oci.wi.gov/bulletin/0402iro.htm</a> May not require insured to exhaust grievance process prior to filing legal action.
<b>Wisconsin Mandated Benefits</b>		
Disclosure of Mandated Benefits	Ins 9.38(3)	Clear disclosure of all benefit mandates outlined in Wisconsin statutes.
Newborn Coverage	632.895(5) Ins 3.38	Policy must provide coverage of newborn of insured from moment of birth.
Congenital Defects & Birth Abnormalities	632.895(5)	Policy must treat as accident or sickness and cover functional repair or restoration.
Grandchildren Coverage	632.895(5m)	If the policy provides coverage for any child of the insured, it must provide the same coverage for all children of that covered child until that child is 18 years of age.
Dependent Student Medical Leave	632.895(15)	Policy shall continue to provide coverage to a dependent who ceases to be full time student due to medically necessary medical leave.

<b>Requirements of Defined Network Plans</b>		
<b>Definitions</b>		
Limited Service Health Organization Terms	Ins 9.38(1) & (2)	Policy and certificate shall contain definitions and disclosure of exclusions, limitations and exceptions, including geographic Service Area, Emergency Care, Urgent Care, Out-of-Area Service, Dependent, and Primary Provider.
Limited Service Organization	609.01(3)	Health care plan offered by an organization that makes available to its enrollees a limited range of health care services performed by providers participating in the plan.
Emergency Medical Condition	609.01(1c)	"Emergency medical condition" has the meaning given in s. <a href="#">632.85 (1) (a)</a> .
Participating Provider	609.01(3m)	Physician or other provider under control with the health plan.
Primary Provider	609.01(5)	Participating primary care physician or other participating provider authorized by the health plan.
<b>Covered Services</b>		
Primary Care Provider	609.05(2)	Requirements for designating primary care provider (PCP) and for obtaining services from PCP when reasonably possible.
Differential between PPO and Non-PPO Providers	Ins 9.25(2)	Disclosure requirements regarding differentials and cost-sharing.
Referrals	609.05(3)	Requirements for obtaining referral from PCP.
Disclosure of Procedures and Emergency Care Notification	Ins 9.38(4)	Referral, second opinion, notification of emergency room usage.
<b>APPLICATION</b>		
<b>Requirements</b>	<b>Reference</b>	<b>Comments</b>
Corporate Name	631.31 631.64	Include legal name of company on application.
Treatment History	631.20	"Planning to have treatment" language is misleading and obscure.
Replacement	Ins 3.29(5)	Yes/No question.
Suitability	Ins 3.27(7)	When sold without agent.
Health Statements Made in Application	Ins 3.28(3)	Application form which becomes part of the insurance contract shall provide that statements made by the applicant regarding the general medical history or general health of a proposed insured are to the best of the applicant's knowledge and/or belief.
Genetic Testing	631.89 632.748	May not deny or condition the issuance or effectiveness of policy or certificate on the basis of genetic information.
Authorization	Ins 3.53(4)(b) Appendix A	Consent form required, if authorization for HIV testing is included in application.
AIDS/HIV Questions	631.90 Ins 3.53(4)	Disclose that reporting of HIV test results limited to FDA-licensed test & consumer need not report results of tests conducted at anonymous counseling & testing site or through use of home test kit.
AIDS/HIV Disclosure	631.90 Ins 3.53	Disclose that AIDS/ARC must be diagnosed and/or treated by a member of the medical profession.
Personal Medical Information Disclosure Authorization	610.70(2)	If form authorizes disclosure of personal medical information, specific information must be included in disclosure authorization.