

State of Wisconsin
Office of the Commissioner of Insurance February 2011

Form Filing Checklist – Individual Life

DISCLOSURE

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.

Unless otherwise noted the numbers in the second column are Wisconsin statute numbers, unless preceded by “Ins”, which indicates a Wisconsin administrative code.

General Filing Requirements	Reference	Comments
Policy Form Transmittal Document	601.42 Ins 6.05(4)(a)1	For paper filings, submit a properly completed NAIC Life and Health transmittal document. Forms and instructions are available on the NAIC website at this link: http://www.naic.org/industry_rates_forms_trans_docs.htm
Certificate of Compliance and Readability	Ins 6.05(4) (a) 2, Ins 6.05 Appendix A	<u>Amended effective February 1, 2011</u> For paper 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 electronic 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.
Cover Letter (paper filing) Filing Description (SERFF)	Ins 6.05(4)(a)3	Include a brief explanation of use and intent of the form filing, or that identifies amendments to prior policy form submissions
Illustrations Declaration	Ins 2.17(4)(a)	State in cover letter or filing description whether the policy will be marketed with or without an illustration. Exception for variable policies and policies with no illustrated death benefits exceeding \$10,000.
Policy Form Requirements		
Hypothetical and Variable Data	Ins 6.05(4)	Each form must be in its final format exactly as it will be offered for issuance or delivery in the state of Wisconsin. Exceptions include hypothetical data and other appropriate variable material that should be bracketed. Include a written description identifying the range of any variable language or material.
General Conditions	631.20(2)(a)	Forms may not be inequitable, unfairly discriminatory, misleading, deceptive, obscure or encourage misrepresentation.
Corporate Name	631.31 & 631.64	The policy shall conspicuously display the name of the insurer on the first page.
Insurer Name and Address	631.20(2)(c)	The policy shall disclose the exact name of the insurer and the full address of its home office.
Free-Look Provision	Ins 2.07(6)	<u>This requirement is effective July 1, 2009, and has an initial applicability date of November 1, 2009.</u> If replacement is involved, notice must be provided the policyholder of a 30-day right to return the policy or contract after delivery for a full refund of premiums or considerations paid, or for variable or market value adjustment policies and contracts, a refund of the cash surrender value provided under the policy or contract plus the fees and other charges deducted from the gross premiums or considerations or imposed under the policy or contract. If notice is not provided in the

		policy or contract, and is provided separately such as in the Important Notice, state how the notice is given and provide an example along with the policy or contract.
Policy Form Requirements	Reference	Comments
Entire Contract	631.11	The policy shall state what forms or documents constitute the entire contract.
Incorporation by Reference	631.13 & 632.93(4)	No policy, except for Fraternal contracts, may incorporate by reference, any provision or agreement that is not contained in the policy or in an application or other document attached to and a part of the policy.
Fraternal Contract	632.93(1)	Fraternals ONLY – Policy must contain all sections of the laws of the fraternal which might result in the termination of coverage or the reduction of benefits. The policy shall also state that the policy, any riders or endorsements attached to it, the laws of the fraternal, and the signed application constitute the entire agreement or contract with the policy owner.
Termination of Insurance Contracts	631.36	If included, any termination, nonrenewal, or renewal with altered terms provisions are subject to certain limitations and notice requirements.
Notice and Proof of Loss	631.81	If included, any notice or proof of loss provision must not invalidate or reduce a claim provided notice is given as soon as reasonably possible and within 1 year after the time it was otherwise required by the policy, unless the insurer is prejudiced thereby and it was reasonably possible to meet the time limit.
Arbitration	631.20(1)(a) & 631.85	An insurance policy may contain provision for independent appraisal and compulsory arbitration, subject to the provisions of 631.20. Form submissions containing such provisions will be deemed approved pursuant to s. 631.20(1)(a).
Limitations of Actions	631.83 & 893.43	If included, a provision limiting legal actions must allow at least 6 years for filing an action. No action may be brought against the insurer until at least 60 days after proof of loss has been furnished by an insurer.
Assessable Policies Prohibited	632.41(1)	No life insurance policy, except a fraternal policy, may include a provision that allows the insurer to impose an assessment upon the policyholder.
Prohibited Provisions in Burial Insurance	632.41(2)	Except as provided in 632.415, no contract that provides benefits related to burial shall provide benefits to a funeral director or any other person doing business related to burials.
2001 CSO Mortality Table	632.43(6m)(3) Ins 2.81(4)	Premiums and present values in policies issued on and after 01/01/2009 must be based on the 2001 CSO mortality table.
Unisex Rating Limitations	Ins 2.20	For all policies not subject to the <i>Norris</i> decision, but under which all contractual requirements and guarantees are independent of the sex of the life insured, an insurer may use only one of the blended 1980 CSO and 1980 CET mortality tables, Tables B through F, to calculate the cash surrender and paid-up nonforfeiture benefits.
Separation of Benefits	632.44(1)	Each benefit promised in the policy must be specified separately.
Grace Period	632.44(2)	Policies must provide for a grace period of not less than 31 days for the payment of any premium due except the first. Fraternal contracts must provide a grace period of not less than one month or 30 days at the fraternal's option per 632.93(5). Contracts providing variable benefits shall instead contain a grace provision appropriate to the contract per 632.45(1)
Incontestability	632.46(1) & (4)	A policy may not be contested after it has been in force from the date of issue for 2 years during the lifetime of the person whose life is at risk. Accidental death or disability benefits may be contested after two years, but only for fraud.
Misstated Age or Sex	632.46(3)	If the age or sex of the insured has been stated incorrectly in the application for insurance, and the error has not previously been corrected, the amount payable under a policy is what the premium paid would have purchased at the correct age or sex.
Assignment	632.47(1)	No policy may restrict or limit an owner's ability to assign any rights under the policy.

Rights of Assignee and Beneficiary	632.47(2)	The rights of a beneficiary are subordinate to those of an assignee, except for a beneficiary that was designated as irrevocable prior to the assignment.
Loan Interest Rates	632.475(2)	A policy that provides for policy loans must include a provision stating whether the maximum loan interest rate is based on an adjustable maximum rate established from time to time by the insurer, or on a specified annual rate not exceeding 12%.
Loan Interest Rates	632.475(4) & (5)	If the maximum loan interest rate is an adjustable rate established by the insurer, the policy must include a provision setting forth the frequency at which the rate is to be determined. The rate shall be determined at least once every 12 months, but not more frequently than once in any 3-month period. No change may be less than 0.5% per year.
Policy Form Requirements	Reference	Comments
Designation of Beneficiary	632.48(1)	No policy may restrict a policyholder's right to designate or change a beneficiary unless the designation of beneficiary has been made irrevocable. Fraternal contracts may restrict designation of a beneficiary to any person permitted by the laws of the fraternal per 632.96.
Conversion Rights	632.57	Franchise policies providing term insurance renewable only while the insured is a member of the franchise unit, must contain the right of an insured individual to convert coverage upon loss of eligibility for coverage to an individual policy, subject to the terms specified in the referenced statute.
Participating Policies	632.62(1)	Mutual and Fraternal insurers may issue only participating policies except for certain plans. Stock insurers may issue both participating and nonparticipating policies provided they have filed an agreement with OCI as required by Ins 2.02(4).
Participation Rights	632.62(2)	<u>Participating Policies ONLY</u> – Policy must contain a provision stating the policyholder's right to participate annually in the company's surplus accumulations.
Dividends	632.62(4)	<u>Participating Policies ONLY</u> – Policy may not defer dividends for more than one year. Dividends may be conditioned on the payment of the succeeding year's premium only on the first and second anniversary of the policy.
Notice of Meetings	611.42(4)(b)	<u>Participating Policies ONLY</u> – Notice of the time and place of regular meetings or elections must be conspicuously printed in each policy.
Member Suspension and Expulsion	632.93(6)	<u>Fraternal ONLY</u> – If a fraternal's laws provide for expulsion or suspension of a member for any reason other than nonpayment of premium policy rescission, the policy must contain a provision allowing the member the right to continue the policy by continuing to pay the required premium.
Maintenance of Reserves	614.19(3)	<u>Fraternal ONLY</u> – Policy must contain an assessment provision stating that if the financial position of the fraternal becomes impaired, the deficiency may be shared among all members of the fraternal, requiring the member to either pay the member's share of the deficiency, or assign or reduce benefits under the member's policy.

Additional Requirements for Individual Life Products Containing Nonforfeiture Benefits (Except Variable Policies)

Policy Form Requirements	Reference	Comments
Paid-Up Nonforfeiture Benefits	632.43(1)(a)	Policy must allow policyholder to request a paid-up nonforfeiture benefit in the event of default of any premium payment, not later than 60 days after the due date of the premium in default.
Cash Surrender Values	632.43(1)(b)	Policy must provide that upon surrender of the policy within 60 days after the due date of any premium payment in default, and provided premiums have been paid for at least 3 years in the case of ordinary insurance, the insurer will pay a cash surrender value, in lieu of any paid-up nonforfeiture benefit.

Default Paid-Up Nonforfeiture Benefit	632.43(1)(c)	Policy must provide for a default paid-up nonforfeiture benefit to become effective unless the policyholder makes an election of another available option not later than 60 days after the due date of the premium in default.
Paid-Up Policies May Be Surrendered For Cash Surrender Value	632.43(1)(d)	Policies that have become paid-up by completion of all premium payments or that are continued under any paid-up nonforfeiture benefit which became effective on or after the third policy anniversary in the case of ordinary insurance, must provide that upon surrender of the policy within 30 days after any policy anniversary, the company will pay a cash surrender value.
Statement of Mortality Table and Interest Rate, and Method Used to Calculate Benefits	632.43(1)(e)	Policy must state the mortality table, interest rate and method used to calculate cash surrender values and the paid-up nonforfeiture benefits available under the policy. A table of values and nonforfeiture benefits for the first 20 years is required to be included in all except flexible premium/benefit type policies.
Policy Form Requirements	Reference	Comments
Statement that Values Comply with Law	632.43(1)(f)	Policy must include a statement that the cash surrender values and paid-up nonforfeiture benefits are not less than the minimum required by law; and also an explanation of the manner in which the values and benefits are altered by any paid-up additions or policy loans, and if a detailed statement of the method for calculating values and benefits is not included in the policy, a statement that such method of computation (Actuarial Memorandum) has been filed with OCI. Policy must also include a statement of the method used to calculate values and benefits on any policy anniversary beyond those years shown in the policy.
Right to Defer Payment	632.43(1)(g)	Policy must include a statement that the company reserves the right to defer payment of any cash surrender value for 6 months.
Grading of Cash Surrender Values	632.43(7m)	Increases in the cash surrender value under a policy must be gradual over the term of the policy.

Additional Requirements for Variable Life Products

Policy Form Requirements	Reference	Comments
Disclosure on First Page	632.45(1) & Ins 2.13(6)(a)	The first page of the policy must include a prominent statement that the benefits of the policy are on a variable basis and where in the policy the details of the variable provisions are found.
Disclosure of Variable Benefits	632.45(1) & Ins 2.13(6)(a)	The policy must contain a statement of the essential features of the procedure used to determine the amount of variable benefits, and a statement that the dollar amount may decrease or increase reflecting investment experience.
Appropriate Nonforfeiture Benefits	632.45(1)	The policy shall contain appropriate nonforfeiture benefits in lieu of those described in 632.435.
Grace Period	632.45(1)	The policy must contain a grace period provision appropriate to the policy in lieu of those described in 632.44.
Disclosure of Amendment Rights	632.45(2)	The policy must state whether it may be amended as to investment policy, voting rights, and conduct of the business and affairs of any segregated account.