

**Department of Consumer & Business Services
Oregon Insurance Division - 5**

P.O. Box 14480
Salem, Oregon 97309-0405
Phone (503) 947-7983

**Standard Provisions for Long and Short Term Disability
Group or Individual**

This checklist must be submitted with your filing in compliance with OAR 836-010-0011(2). This list includes national standards, relevant statutes, rules, and other documented positions to enforce ORS 731.016. The standards are summaries and review of the entire statute or rule may be necessary. Where IC (Interstate Compact) appears in the Reference column, the Interstate Compact standards should be reviewed for complete details. Complete each item to confirm that diligent consideration has been given to each and is certified by the signature on the certificate of compliance form. "Not applicable" can be used only if the item does not apply to the coverage being filed. Any line left blank will cause this filing to be considered incomplete. Not including required information or policy provisions may result in disapproval of the filing. *(If submitting your filings electronically, bookmark the provision(s) in the form(s) that satisfy the requirement and identify the page/paragraph.)*

Company name :

Date:

TOI (type of insurance): H11I Individual H11G Group

Sub TOI:

Filings unrelated to marketing with employer or association groups.

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> H11I.001 or | <input type="checkbox"/> H11G.001 - Business Overhead Expense |
| <input type="checkbox"/> H11I.002 or | <input type="checkbox"/> H11G.002 - Short Term |
| <input type="checkbox"/> H11I.003 or | <input type="checkbox"/> H11G.003 - Long Term |
| <input type="checkbox"/> H11I.004 or | <input type="checkbox"/> H11G.004 - Other |
| | <input type="checkbox"/> H11G.0005 - Combined Short Term and Long Term |

Filings Related to marketing with employer or association groups.

- H11I.005 - Business Overhead Expense
- H11I.006 - Short Term
- H11I.007 - Long Term
- H11I.008 - Combined Short and Long Term
- H11I.009 - Combined Short and Long Term for groups

(If filing disability as a rider and part of a policy filing, skip to the "Policy Provisions" section.)

Review requirements	Reference	Description of review standards requirements	Location of standard in filing (or check the box)
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GENERAL REQUIREMENTS (FOR ALL FILINGS)

Product Locator		Were the forms in your filing developed with the NAIC Product Locator, Oregon information? (<i>The requirements on this document are substantially the same as those on the Product Locator for consistency in drafting and meeting these filing requirements.</i>)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submission package requirements	ORS 731.296, OAR 836-010-0011	Required forms are located on SERFF or on our Web site: www.oregoninsurance.org/docs/serff/filing_requirements.htm . These must be submitted with your filing for it to be accepted as complete: 1. NAIC transmittal form. 2. Filing description on transmittal form (cover letter). 3. Third-party filer's letter of authorization. 4. Certificate of compliance form signed by authorized person. 5. Readability certification. 6. Product standards for forms (this document). 7. Actuarial memorandum for individual policies with an overview of the contents of the filing and the reasons and procedures used to derive the rates. 8. Forms filed for approval. (If filing revised forms, include a highlighted copy of the revised form to identify the modification, revision, or replacement language.) 9. For mailed filings, two self-addressed stamped envelopes, one in which the Insurance Division can return approved forms.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
	Filing description on transmittal form	The filing description (cover letter) includes the following: 1. Changes made to prior approved forms or variations from other approved forms. 2. Summary of the differences between prior approved like forms and the new form. 3. Application form number(s) you're using that have been approved and the approval date(s).	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
Review requested	ORS 742.003(1), OAR 836-010-0011(3)	The following are submitted in this filing for review: 1. New policy and/or certificate. 2. Amendment of an approved form. 3. Addition of supplemental options to previously approved forms.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
Applicability	ORS 742.003(1)	Amendments do not provide for unilateral changes that reduce or eliminate benefits or coverage or impair or invalidate any right granted to the policyholder under the policy. Riders or endorsements that change policy provisions are enhancements and do not reduce or delete any values or benefits in the policy.	Confirm <input type="checkbox"/>	
	OAR 836-010-0011	If filing includes options for accidental death or accidental death and dismemberment that includes exclusions, product standards 440-3631 are included.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
	ORS 744.700 to 740	If this policy utilizes a TPA, an agreement is written for each TPA that transacts business under ORS 744.702 according to ORS 744.720.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>

Application	Form 440-2442H	If filing includes an application form that asks medical questions, product standards for health applications, 440-2442H, is included.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
Association/trusts / discretionary groups	ORS 731.486, form 440-2441	If filing includes issues to an association, trust, or discretionary group, form 440-2441 is included.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
Clarity/ Readability	ORS 742.005(2)	Forms are clear and understandable in their presentation of premiums, labels, description of contents, title, headings, backing, and other indications (including restrictions) in the provisions. The information is clear and understandable to the consumer and is not unintelligible, uncertain, ambiguous, abstruse, or likely to mislead.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
		The style, arrangement, and overall appearance of the policy or certificate gives no undue prominence to any portion of the text or to any endorsements or riders.	Confirm <input type="checkbox"/>	
	ORS 743.106	If filing includes forms in a language other than English, readability requirements do not apply if the forms are direct translations of policies that meet product standards. A certification of direct translation is included.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
	ORS 743.106 (1)(d), 743.103	Policy and certificate contain a table of contents or index of the principal sections if longer than three pages or 3,000 words.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
Discrimination	ORS 746.015	A statement is included in the filing that no assumptions or provisions unfairly discriminate in availability, rates, benefits, or any other way for prospective insureds of the same class, equal expectation of life, and degree of risk or hazard.	Yes <input type="checkbox"/>	
Fairness	ORS 742.005(2)	The policy does not contain inconsistent, ambiguous or misleading clauses, or contain exceptions and conditions that unreasonably affect the risk purported to be assumed in the general coverage of the policy.	Confirm <input type="checkbox"/>	
Form numbers	ORS 743.405(7)	The policy and certificate are filed under one form number and the form provides core coverage with all basic requirements. Basic policy requirements are not bracketed unless an alternative selection is included. Optional benefits to the policyholder are filed under separate form numbers. (See guidelines on our Web site: www.oregoninsurance.org/docs/healthun/health6.htm .)	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
Insurable interest	ORS 743.024, 743.027	<ol style="list-style-type: none"> 1. This policy provides benefit payments to the insured, insured's personal beneficiary or the insured's estate. 2. If a consent form is required, an explanation is included as to how the policy will meet the insurable interest and consent requirements in ORS 743.024 and 743.027. 3. The consent form is limited to providing information regarding the coverage and requesting consent. A copy of the consent form is included with this filing, if applicable. 	Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/>	N/A <input type="checkbox"/> N/A <input type="checkbox"/>

Variable text	ORS 742.003(1)	1. Variable data is indicated by brackets and all variable ranges or options are identified. Variability is limited to benefit data applicable to the owner or insured, disability benefits, amounts, durations, and premium information.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
		2. The filing includes a statement of variability that explains the conditions under which each variable item may change. A statement of variability presents reasonable and realistic ranges for each item. The filing also includes a certification that any change or modification to a variable item outside the approved ranges is submitted for prior approval of the change or modification. <i>(Variable data may be included within the policy and certificate or may be submitted as a separate form identified by a form number and date.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
		Group policies may include variable language as alternatives based on group issue. If included, variable items that apply to each alternative option are grouped in the statement of variability to clearly show the bracketed items that apply to each option.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
<i>(Skip to Requirements for Rates if filing only a rate change.)</i>				
GENERAL FORM REQUIREMENTS				
Cover page	ORS 742.023(1)(d) and (f)	1. The full corporate name of the insuring company appears prominently on the first page of the policy.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
		2. A marketing name or company logo, if used on the policy, does not mislead as to the identity of the insuring company. Policy title and subtitles are generic and clearly describe the guaranteed elements; policy contains no marketing or agency/broker names. ORS 743.198	<input type="checkbox"/>	<input type="checkbox"/>
		3. The insuring company's address, consisting of at least a city and state, appears on the first page of the policy.	<input type="checkbox"/>	<input type="checkbox"/>
		4. The signatures of at least two company officers appear on the first page of the policy.	<input type="checkbox"/>	<input type="checkbox"/>
		5. The individual policy or certificate includes a right-to-examine provision that appears on the cover page of the policy or certificate.	<input type="checkbox"/>	<input type="checkbox"/>
		6. A form-identification number appears in the lower left-hand corner of the forms. The form number is adequate to distinguish the form from all others used by the company. ORS 743.405(7)	<input type="checkbox"/>	<input type="checkbox"/>
		7. The cover contains a brief caption that appears prominently on the cover page and describes the type of coverage.	<input type="checkbox"/>	<input type="checkbox"/>
		8. The cover contains a statement as to whether the coverage is renewable or non-renewable, non-cancellable or non-cancellable and guaranteed renewable, guaranteed renewable, or conditionally renewable.	<input type="checkbox"/>	<input type="checkbox"/>

Cover page, continued		<p>9. The cover contains a conspicuous statement as follows: Preexisting condition limitations or exclusions and other limitations or exclusions may apply. Please read your policy carefully.</p> <p>10. The cover contains benefit limits or reductions due to the attainment of certain ages.</p>	<p>Yes <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
Specifications page	ORS 742.023	<p>1. The specifications page includes the disability benefits, amounts, durations, premium information, and any other benefit data applicable to the owner or insured.</p> <p>2. The specifications page is completed with hypothetical data that is realistic and consistent with the other contents of the policy and any required actuarial memorandum.</p> <p>3. Any information appearing on the specification page that is variable is bracketed or otherwise marked to denote variability.</p> <p>4. When rates increase due to the attainment of certain ages or duration of the policy, an applicable schedule of rates is prominently placed on the specifications page.</p>	<p>Yes <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
POLICY PROVISIONS			Page/paragraph
Accident	ORS 743.438	The definition of injury or accidental death means benefits paid to an insured due to loss caused solely by an accident independent of sickness, illness or disease, and does not characterize the definition by requiring a visible or external wound or an autopsy if there is no visible wound, or the concept of violent or similar words as part of the description.	
	ORS 742.005(3),(4); 742.023(1)(d),(f) IC	<p>If the company may cancel or refuse to renew an accidental policy, the policy is not require to be in force at the time loss commences if the accident occurred while the policy is in force.</p> <p>Benefits for specific injuries due to accident do not provide that benefits are in lieu of or limit disability benefits unless the benefit for specific injuries due to accident exceeds the disability benefit.</p>	
Accidental death & dismemberment	ORS 743.053	Accidental death and dismemberment benefits cover losses for at least 180 days after the accident.	
Applications	ORS 743.039	Coverage is issued for the amount of insurance, classification of risk, plan of insurance, or benefits, unless the application contains a statement that no such changes are effective until approved in writing by the applicant.	
	ORS 746.650	Any adverse decision made in accepting or not accepting an applicant, including preliminary questions prior to filling out an application, are subject to the notification under ORS 746.650.	

Arbitration	ORS 36.600, 36.740	Voluntary arbitration is permitted by the Oregon Constitution and statutes after the claimant has exhausted all internal appeal levels and can be binding by consent of the covered participant. <i>(If the contract provides for arbitration when claim settlement cannot be reached, the contract owner,/annuitant may elect arbitration at the time of the dispute. Arbitration takes place under the laws of Oregon held in the insured's county or any other county agreed upon in this state.)</i>	
Assignment	ORS 743.043	The policy describes the availability of an assignment and its related procedures. Unless otherwise specified by the policy owner, an assignment will take effect on the date the assignment is signed subject to any payments made or actions taken by the company prior to receiving notice of the assignment. The policy may state that the company will not be liable for the validity of the assignment.	
Beneficiaries	ORS 743.444	Individual policies. Policy states that unless the insured makes an irrevocable designation of beneficiary, the right to change beneficiary is reserved to the insured and the consent of the beneficiary shall not be requisite to surrender or assignment of this policy.	
Benefit reimbursement	ORS 743.423(2)	Individual policies. If the policy provides for loss-of-time benefit for disability of at least two years, a provision that states the insured shall, at least once in every six months after having given notice of claim, give the company notice of continuance of such disability, except in the event of legal incapacity.	
	ORS 742.023(1)(c),(f) IC	Survivorship benefits or transition benefits. The life benefit may not be more than three times the monthly periodic income benefit amount for total disability. <i>(Disability income policy benefits cannot be used as a method of evasion of life insurance standards.)</i>	
Cancellation and nonrenewable	ORS 743.498, 743.495	Individual policies. A noncancelable or guaranteed renewable policy includes the statement required by ORS 743.498 or similar language explaining the guaranteed or cancelable periods.	
	ORS 743.560(4)	Group policies. The group policy and certificate include a provision that the insurer will notify the group policyholder when the policy is terminated and the coverage is not replaced by the policyholder. This requirement includes an employer's participation in or the termination of a multiple-employer trust policy.	
Claim forms	ORS 742.053, 743.426	The "claim forms" statement in ORS 743.426, or a similar statement, is included in the policy, providing that, if claim forms are required and are not furnished within 15 days after the claimant gives notice of claim, the claimant shall be deemed to have complied with the requirement of the policy.	

Claim notice	ORS 743.423	The “notice of claim” statement in ORS 743.423(1), or a similar statement, is included in the policy, explaining that written notice of claim is given to the company within 20 days after occurrence or commencement of any loss covered by the policy or as soon thereafter as is reasonably possible.	
Claim payment	ORS 743.432	A “time payment of claims” statement similar to that in ORS 743.432 is included in the policy, stating that indemnities payable will be paid immediately upon receipt of due written proof of loss or stating the intervals of periodic payment of benefits.	
	ORS 743.435	Individual policies. Policy states that benefits paid for loss of life are payable in accordance with the beneficiary’s designation. If no such designation or provision is in effect, such payments shall be payable to the estate of the insured.	
	ORS 743.459, IC	A company may require that the claimant apply for all benefits for which the claimant may be eligible from other sources and submit documentation of such. If the claimant refuses to apply for other income for which he or she is eligible, the company may estimate that amount and deduct it from benefits payable under the policy.	
	ORS 743.465	Relation of earnings to insurance. If the total monthly amount of valid loss of time coverage on an insured exceeds the monthly earnings of the insured when disability commenced or the insured’s average monthly earnings for the period of two years immediately preceding a disability, whichever is greater, the benefit will be the proportional amount of benefits under the policy containing a provision covering this matter.	
	ORS 743.450	Change of occupation. When an insured makes a claim after changing to a more hazardous classification than that stated in the policy, the policy will pay only such portion of indemnities provided as the premium paid would have purchased at the rates and within the limits fixed by the company for the more hazardous occupation. When an insured changes to a less hazardous classification, the company will reduce the premium accordingly and return the excess pro-rata unearned premium from the date of change of occupation.	
Credibility	ORS 742.005(2) & (3)	If plan includes a discretionary clause, it does not give the company full and final discretion in interpreting its insurance contract. (<i>Such a clause is considered to be inequitable, deceptive, and misleading to consumers.</i>)	
Definitions	ORS 742.023(1)(c)(d)(f) IC	The terms used to qualify for total disability relating to the insured’s occupation at the time of the injury, illness, or other conditions are defined and clearly stated (e.g.; “own occupation,” “general occupation,” “regular occupation,” “any occupation,” “gainful occupation,” or similar terms). The definition is clearly stated whether or not benefits are paid based on the insured’s current job with his or her employer and the terms are used consistently throughout the policy.	

Definitions, continued	ORS 742.023(1)(c)(d) (f) IC	The definition of deductible income describes how it is used to offset or reduce the benefits under the policy. Deductible income must be received, not merely anticipated.		
		<p>If the policy contains the following terms or describes the concept, the definitions of the terms or descriptions of the concepts are consistent with these and other standards. <i>(Indicate by checking "Yes" if term is used in the policy)</i></p> <ol style="list-style-type: none"> 1. "Accident benefits." see accident category. 2. "Benefit period" means the length of time, not less than six consecutive months, for which a disabled insured can be paid periodic income benefit amounts. 3. "Catastrophic disability" means a defined event that always pays a monthly periodic income benefit amount, in addition to any other disability benefit amount, or a single benefit of no less than \$1,000. 4. "Concurrent disability" means one continuous period of disability that is caused or is continued by more than one injury or sickness and paid as if the cause were one injury or one sickness. 5. "Cost of living index" means an index used to measure the rate of change over time of the cost of living, such as the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. 6. "Disability" or "disabled" means that due to injury or sickness, the insured meets the definition of partial disability, residual disability or total disability, or other types of disability accepted by the director. 7. "Earnings" means the amount of income received by an insured from salary, wages, commissions, bonuses, profit sharing and contributions to a pension or profit sharing plan on behalf of the insured. Earnings does not include formal sick pay plans, individual and group disability income insurance plans, or retirement plans. 8. "Elimination period" means the length of time an insured must wait after commencement of the disability. A separate elimination period may apply for injury and sickness. Benefit periods of one year or less cannot provide an elimination period alone or in conjunction with a qualification period that postpones payment in excess of 90 days from the commencement of a disability. 9. "Guaranteed renewable" means a renewal provision term that is used in a policy when the insured has the right to continue the policy in force by the timely payment of premiums until at least age 65 or until receipt of Social Security benefits. 	<p>Yes</p> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>N/A</p> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Definitions, continued	ORS 742.023(1)(c)(d) (f) IC	30. "Total disability" means a general definition of total disability no more restrictive than indicating that during the first 12 months of a total disability, excluding the elimination period, an insured is unable to perform the substantial and material duties of the insured's own occupation and is not in fact engaged in any job or occupation for wage or profit. 31. "Total disability" or "Totally disabled" solely due to injury or sickness means the complete inability of an insured to perform all of the substantial and material duties of an occupation and that the insured is not engaged in any employment or occupation for wage or profit. The definition may specify a period following the state of disability during which an "own occupation" standard would apply, followed by a period in which an "any occupation" standard would apply.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
	ORS 743.018, 742.005(6)	Individual policies. If the company uses class for the purpose of rating, the policy includes a definition of class that is consistent with the actuarial basis.		
Disability income	ORS 742.023(1)(b) IC	The policy provides at least a total disability benefit.		
Eligibility	ORS 742.023(1)(d)	The policy includes a provision addressing any conditions of eligibility that may apply on or after the effective date of the policy		
Entire contract provision	ORS 742.016, 743.411	The "entire contract" statement in ORS 743.411 or similar statement is included in the policy, explaining that the contract, including the endorsements and attached papers, if any, constitutes the entire contract of insurance.		
Examination of contract	ORS 743.492	There is a provision printed on the face of the policy or attached thereto entitling the prospective insured to a 10-day period in which to examine and return the policy for a refund of any premium paid, including any policy fees or other charges. If returned, the policy is considered void from the beginning and the parties are in the same position as if no policy had been issued.		
Exclusions	ORS 742.005(2), (4), 742.023(1)(f), IC	No policy shall limit or exclude coverage except by using the following standards. <i>(Indicate by checking "Yes" if term is used in the policy)</i> (1) An exclusion for participation in a felony, riot or insurrection or involvement in an illegal occupation. An exclusion for riot or insurrection is limited to instigators and those pursuing participation and does not include civil commotion, disorder, injury as an innocent bystander, or injury for self-defense. The policy states the company is not liable for any loss under the policy when a contributing cause to the loss was (a) the insured's commission of or attempt to commit a felony or (b) the insured's being engaged in an illegal occupation.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>

Exclusions, continued	ORS 742.005(2), (4), 742.023(1)(f), IC	<p>(2) Suicide, attempted suicide, or intentionally self-inflicted injury.</p> <p>(3) Disabilities arising out of alcoholism or drug addiction may be limited or excluded.</p> <p>(4) Disabilities due to mental, nervous or emotional disorders may be excluded entirely from coverage. <i>(If the company chooses to cover mental disorders, see category for mental conditions.)</i></p> <p>(5) An exclusion for declared or undeclared war is understood to be military activity by one or more national governments and does not include terrorist acts, other random acts of violence not perpetrated by the insured, or civil war or a local or community faction. Civil activity as a whole cannot be excluded, except for direct participation or instigation by the insured.</p> <p>(6) Active duty in the armed forces of any nation or international authority or units auxiliary thereto or the National Guard or similar government organizations. The company will refund any pro rata portion of any premium paid for the period that the insured was on active duty.</p> <p>(7) Disability benefits may be limited or excluded for the extra-hazardous activities of aviation (other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline).</p> <p>(8) Coverage may be limited or excluded to the extent the insured resides outside of the United States, its possessions, or of Canada for a total period of six months or more during any 12 consecutive months when eligible for claim payment.</p> <p>(9) Cosmetic surgery may be limited or excluded; however, coverage shall not exclude reconstructive surgery when the surgery is incidental to or follows surgery resulting from trauma, infection, or other diseases of the involved part and reconstructive surgery because of congenital disease or anomaly resulting in a functional defect.</p>	Yes <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Grace period	ORS 743.417, 743.560(1)	Provision states that a minimum 10-day grace period is granted for the payment of each premium falling due after the first premium, during which the policy shall continue in force.		
Guarantees	ORS 742.005(4), IC	<p>Cost of Living Index Guarantee. Benefits subject to modifications by the index provide that in no event will benefits be reduced beneath amount initially purchased or amounts the insured reduced by his or her action after purchase.</p> <p>Benefits that offer the right to future benefits on terms more favorable than an initial applicant for coverage must guarantee terms that might adversely change in the future so the insured is eligible to exercise or receive the future benefits.</p>		

Incontestability	ORS 743.414(3), (4)	The “incontestable” statement in ORS 743.414(3) and (4), or a similar statement, is included that after the initial coverage or subsequent increases in coverage has been in force for a period of two years during the lifetime of the insured. Only fraudulent misstatements or misrepresentations made in the application that are material to the acceptance for coverage may be used to void the policy or to deny a claim after two years of coverage.	
Insurability	ORS 742.023, IC	If the policy requires evidence of insurability on or after the effective date of the policy, the policy explains those conditions, which may include, but are not limited to, medical, financial, and occupational requirements, as applicable. Evidence of insurability is not required for eligibility for benefits under in-force coverage.	
Legal action	ORS 743.441	Provision states that no action at law or in equity will be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the policy. No action shall be brought after the expiration of three years after the time written proof of loss is required.	
Limits	ORS 742.023, IC	Mental and nervous conditions, substance abuse, and other limited conditions must be defined. The definitions should be adopted from or based on the diagnoses outlined in the latest <i>Diagnostic and Statistical Manual of Mental Disorders</i> by the American Psychiatric Association or in the latest <i>International Classifications of Diseases</i> .	
	ORS 742.005(6), IC	Coverage that results from a specific injury or specific sickness not verifiable by objective medical means may be limited to the minimum available benefit period offered by a company for coverage of disabilities resulting from injury or sickness.	
	ORS 743.459	Disability benefits may be limited or excluded to the extent that benefits are provided by workers’ compensation benefits but only if those benefits are actually paid.	
	ORS 743.459, IC	Social Insurance Benefits Integration. Companies must properly underwrite for social insurance benefits so that an insured is not overinsured in relation to earnings when benefits may be paid to an insured under both a disability income policy and programs providing social insurance benefits. Disability policies may integrate their benefits with the social insurance programs of federal Social Security, workers’ compensation, and occupational disease laws when: (1) Periodic income benefit amount is reduced by a fixed percentage of no more than 50 percent when the insured is receiving social insurance benefits. (2) The balance of the periodic income benefit amount that is unaffected by the insured’s receipt of the social insurance benefit paid whether or not the insured receives social insurance benefits, and (3) The title of the policy accurately reflects the limited nature of the coverage when an insured receives social insurance benefits.	

Limits, continued	ORS 743.039	Conditions identified through the underwriting process may be excluded or limited by waiver for specifically named or described diseases, physical conditions or extra-hazardous activities as an alternative to refuse coverage. When waivers are required as a condition of coverage, signed acceptance by the insured is required and full text of the waiver is part of the policy and identified on the specifications page. (<i>Benefits are not limited or excluded through the use of a probationary or similar period for specified conditions or accidents without medical underwriting having occurred for those specified conditions or accidents.</i>)	
Mental conditions	ORS 742.005(3),(4), IC	If coverage includes conditions arising from mental, nervous, or emotional disorders, the coverage for such disabilities must at least equal the lowest minimum level of coverage made available or offered by the company for disabilities arising from physical disorders.	
Misrepresentations, misstatements	ORS 743.453	If the insured's age or sex has been misstated, all amounts payable under the policy shall be amounts as the premium paid would purchase at the correct age or sex.	
	ORS 731.062, 744.078	Any provision allowing for modification based on misrepresentations do not directly or indirectly imply that the company is not bound by statements given to the producer. Knowledge of or information given to the producer is knowledge or information of the company.	
Other insurance	ORS 743.459	When other valid coverage exists, the benefit will pay proportional benefits. Benefits are not limited through coordination of benefits.	
Ownership	ORS 742.023, 743.027	The policy contains an ownership provision that describes the terms and conditions for designating or changing the owner or for designating default owner as may be necessary and indicates when such designation is effective. The provision indicates the insured is the owner unless an owner designation different from the insured, with a proper insurable interest, is in effect.	
Payment plans	ORS 746.005(6)	Methods of payment such as salary savings, bank draft, pre-authorized check, or payroll-deduction or similar plan are offered at a reduced rate based on cost savings to the insurer.	
Physical examination/ autopsy	ORS 743.438	The "physical examinations and autopsy" statement in ORS 743.438 or a similar statement is included in the policy, explaining that the company at its own expense shall have the right and opportunity to examine the insured when and as often as it may reasonably require while a claim is pending.	

Pre-existing conditions	ORS 742.023(1)(d) and (f)	Pre-existing condition is a defined period prior to the effective date of coverage. The provision states that no claim for loss incurred or disability commencing after two years from the policy issue date is reduced or denied on the grounds that the loss is caused by a preexisting condition.	
	ORS 742.023(1)(d),(f) IC	The provision clearly defines the circumstances of the limitation or exclusion and discloses such limitation or exclusions at time of application. When a disease or physical condition has not been excluded from coverage by name or specific description effective on the date of loss, losses incurred or disabilities commencing on or after the coverage effective date due to that disease or physical condition must be covered immediately when: (1) The disease or physical condition is an Injury or Sickness and is not a preexisting conditions as described in these standards. (2) The disease of physical condition is misrepresented or is not revealed in the application, but that disease or physical condition is not a preexisting condition as described in these standards. (3) The disease or physical condition is disclosed in the application, but the insurer has taken no express underwriting action for the disease or physical condition.	
	ORS 742.005(3), IC	The time period for preexisting conditions does not exceed 24 months from effective date of coverage or coverage increase amounts applied only to the coverage increase.	
Premium payment	ORS 743.468	A provision covering premiums due and unpaid at claim time states that, upon the payment of a claim under the policy, any premium then due and unpaid or covered by any note or written order may be deducted from the claim payment.	
	ORS 742.023(1)(e),(2)	The policy clearly explains premium-payment requirements, including when and where payments are due.	
	ORS 742.005(3), 742.023(1)(d),(f) IC	Waiver of premium. This provision provides at least the following: (1) After 90 days of total disability (including an elimination period) the premium due and paid while the insured was totally disabled is refunded and waives the payment of premiums that become due for as long as the total disability continues, but not beyond the benefit period. (2) The required proof that must be provided to the company for premiums to be waived. (3) Provides for coverage to resume with payment of premiums after the disability ends or the end of the benefit period.	

Proof of loss	ORS 743.429	The "Proof of Loss" statement in ORS 743.429 or a similar statement that proof of loss is due to the company within 90 days of the loss or, in the case of continuing loss for which the company is obligated to make periodic payments, 90 days after the end of the period of company liability. <i>(If it is not reasonably possible for the policyholder to meet this requirement, the claim shall not be invalidated or reduced if proof of loss is provided as soon as is reasonably possible and not later than one year after the date proof is otherwise required, except in the absence of legal capacity.)</i>	
	OAR 836-080-0280 and 0235	If the policy includes claim procedures, the procedures and timelines comply with requirements for fair claim practices.	
Reinstatement	ORS 743.420	Provision states that if the renewal premium has not been paid within the time granted, but a company or authorized producer subsequently accepts a premium, the policy shall be reinstated. The only exception is an application for reinstatement required to be submitted by the enrollee and accepted by the company.	
Renewability	ORS 743.018, 742.023	Premium change or renewability provision provides for premium changes only when such changes apply to all policies of this form, are issued to persons in the same class in this state, and have been approved by the Oregon Insurance Division.	
Suspension	ORS 742.023(1)(d),(f)	<p>Suspension of coverage while in military service. A provision entitles persons in military service to have their coverage suspended during a period of military service that may be limited to five years but not to exceed the period of active duty. To be entitled to coverage suspension the following applies:</p> <p>(1) Be in the military service of any nation or international authority or in a reserve component of the armed forces of the United States, including the National Guard; and serving active duty or active military training lasting at least three months.</p> <p>(2) The owner makes a written request for coverage suspension and provides verification of eligibility and the requested suspension date, not to precede the owner's date of request. Any unearned premiums for the period of suspension is refunded.</p> <p>(3) Upon termination of active duty, the owner has the right to resume coverage without evidence of insurability and the resumption of coverage shall be on the same basis as before the coverage suspension took effect. No exclusion, limitation, or modification of coverage is imposed unless:</p> <p>(a) The exclusion, limitation, or modification is stated in the policy prior to the suspension or a waiting period had not been completed prior to the suspension.</p> <p>(b) A condition arose during the course of active duty.</p>	

Suspension, continued	ORS 742.023(1)(d),(f)	(3) (c) The condition that arose during suspension is a condition identified as an exclusion or limitation to coverage generally and included in the policy prior to suspension. (d) The period for application to resume coverage and payment of premium after the suspension period is not less than 90 days. Required premiums are the same as they would have been if coverage had remained in force.	
	ORS 742.023(1)(c), (f)	Coverage for disabilities based upon an inability of an insured to perform the substantial and material duties of the insured's "own occupation" which requires a professional license or certificate, may allow a disabled insured to receive benefits based upon an "any occupation" definition for any time period the insured has his/her professional license or certificate revoked or suspended or is without authority of any professional license or certificate.	
Time limit on certain defenses	ORS 743.414(1)	A provision states that after two years from the date of issue of the initial coverage or two years from subsequent increases in coverage, no misstatements except fraudulent misstatements made by the applicant is used to void the policy or to deny a claim.	
	ORS 743.414(2)	The policy provision does not affect any legal requirement for avoidance of a policy or denial of a claim during the first two-year period or limit the application of ORS 743.450 to 743.462 in the event of misstatement with respect to age or occupation or other insurance.	
Waiting period	ORS 742.023(1)(d)	Clearly disclose any elimination period in relation to the benefit periods.	
REQUIREMENTS FOR RATES FOR INDIVIDUAL POLICIES (<i>Information requested under this section is determined to be necessary to evaluate the filing for compliance. ORS 731.296</i>)			
Filing request	ORS 731.296	The following review is requested: 1. New rate filing. 2. Rate change. 3. Informational.	Requested <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Loss Ratio standards	OAR 836-010-0021(1)	Rate changes. Successive generic policy forms of similar benefits covering generations of policyholders must be combined in the calculation of premium rates and loss ratios.	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
Payment plan	ORS 746.005(6)	Payment options such as salary savings, bank draft, pre-authorized check, or payroll-deduction or similar plan are offered at a reduced rate based on cost savings to the company.	Yes <input type="checkbox"/> N/A <input type="checkbox"/>

Ratemaking generally	ORS 731.296, OAR 836-010-0011	Appendix A (form 440-2462) is included and all columns completed showing support of the rate requested; it includes actual and projected experience and overall loss ratio from policy inception for Oregon and the company's national experience. (See Web site: http://www.oregoninsurance.org/docs/serff/individual_health.htm)	Yes <input type="checkbox"/>
		A complete actuarial memorandum, signed by an accredited actuary, is included containing a description of all policy benefits and the actuarial assumptions used to develop each of the benefits.	Yes <input type="checkbox"/>
		The expected experience of the new rate or existing rate for the projected calculating period over which the actuary expects the premium rates to remain adequate is based on estimated future experience without expected rate increases.	Yes <input type="checkbox"/>
		The source of the data; information about new or experimental benefits; and explanations of the reliability of projections, abrupt changes in the experience, and substantial differences between actual and expected experience are included.	Yes <input type="checkbox"/>
	ORS 731.296, OAR 836-010-0011	A statement that the grouping of policy forms has not changed or an explanation of the changes is included. Experience of forms must be grouped according to similar types of benefits, claims experience, reserves, margins for contingencies, expenses and profit, renewability, underwriting, and equity between policyholders.	Yes <input type="checkbox"/>
		The premium structure, as defined by the classification of insureds in the policy, is not changed at the time of rate increase (e.g., change from issue-age to attained-age basis)	Confirm <input type="checkbox"/>
	ORS 733.030	Filing identifies how reserving assumptions (including specific company experience) take into account any expected adverse mortality and lapses that are reflected in the pricing.	Yes <input type="checkbox"/>
	ORS 742.005(3),(4),(6); IC	<p>Social Insurance Benefits Integration. Companies must properly underwrite for social insurance benefits so that an insured is not over-insured in relation to earnings when benefits may be paid to an insured under both a disability income policy and programs providing social insurance benefits. Disability policies may integrate this benefits with the social insurance programs of federal Social Security, workers' compensation, and occupational disease laws when:</p> <p>(1) Periodic income benefit amount is reduced by a fixed percentage of no more than percent when the insured is receiving social insurance benefits.</p> <p>(2) The balance of the periodic income benefit amount that is unaffected by the insured's receipt of the social insurance benefit paid whether or not the insured receives social insurance benefits, and</p> <p>(3) The title of the policy accurately reflects the limited nature of the coverage when an insured receives social insurance benefits.</p>	Yes <input type="checkbox"/>

Requirement not part of a listed category	ORS 743.018, 742.023	Premium changes are subject to prior approval and should not be filed more than once in a 12-month period.	Yes <input type="checkbox"/>
	ORS 742.041	Combined classes. This filing includes classes of combined life and health insurance. <i>(No other classes are combined in this filing in which the liability of the company for unearned premiums or the reserve for unpaid, deferred, or undetermined-loss claims is estimated in a different manner.)</i>	Yes N/A <input type="checkbox"/> <input type="checkbox"/>
Underwriting	ORS 731.296	Mark the type of health underwriting filed for the forms included in this rate request: 1. Full underwriting. 2. Simplified underwriting. 3. No underwriting	Mark one <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Waiting period	ORS 742.005(6)(a)	The use of long elimination periods with short benefit periods must be demonstrated as to why insureds would not be disadvantaged by such a benefit configuration and how this benefit configuration provides reasonable benefits according to the premium charged and meets the fairness requirements.	Yes <input type="checkbox"/>