

# Wyoming Insurance Department

## Review Requirement Checklist

### Individual Cancer Insurance

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Wyoming Insurance Department	Statutes	<a href="http://legisweb.state.wy.us/statutes/sub26.htm">http://legisweb.state.wy.us/statutes/sub26.htm</a>
Wyoming Insurance Department	Rules and Regulations	<a href="http://soswy.state.wy.us">http://soswy.state.wy.us</a>
Wyoming Insurance Department	Memoranda/Dept. Position	None
<b>REVIEW REQUIREMENTS</b>	<b>REFERENCE</b>	<b>COMMENTS</b>
<b>General Requirements</b>	W.S. §26-15-110	Filing requirements
Filing Fees		None
Transmittal Letter	Wyoming Uniform Filing Procedure	All filings shall:
		Contain the company's name, address, NAIC number and company phone number.
		Be sent in duplicate.
		Have a self-addressed, postage paid envelope.
		Have a "SUBJECT" line briefly describing filing type.
		Contain an itemized listing of each policy form and endorsement, including form number.
		Contain the name of individual responsible for the preparation of the filing.
		Contain a certification of compliance signed by an officer of the company, attorney or actuary.

Actuarial Memorandum	W.S. §26-15-111	Shall certify rates are reasonable in relation to the benefits provided.
<b>Forms</b>		
Approval of Advertising	Wyoming Insurance Regulations-Chapter 34, Part 1, Section 1	No cancer policy has be submitted for approval unless all advertisements for such product is also submitted for approval.
Advertising-Prohibited Practices	Wyoming Insurance Regulations-Chapter 34, Part 1, Section 2	No advertisement, when read in its entire context, shall be used if it creates or induces fear in prospective policyholders.
		<p>No advertisement shall contain any statistics which purport to represent or show:</p> <p>The frequency with which cancer will strike certain areas of the body or certain organs of the body.</p> <p>That cancer insurance is a “bargain” or words of similar import that detract from the limited nature of cancer coverage.</p> <p>The frequency with which cancer will strike an average family or the average individual including, but not limited to, such statements that “cancer” will strike one out of every four living Americans” or that “cancer” will strike two of every three families over the years”.</p> <p>A comparison of the death rate of cancer with that of any other cause of death, including automobile accidents or war.</p> <p>An estimation of the number of deaths which will result from cancer during a particular period of time, the number of people who will be hospitalized for any particular period of time, or the number of people who will discover they have cancer in a particular period of time.</p> <p>The cost of cancer including the overall expense of cancer treatment, the average cost per victim, the average cost per day or the rate at which such costs are rising.</p>
		No cancer advertisements shall use words or phrases which are calculated to arouse fear, alarm, anxiety, dread, shock, fright, panic, including such words as “strike,” “kill,” “cripple,” or “maim.”

<p>Advertising-Prohibited Practices Continued</p>		<p>No cancer advertisement shall give undue prominence to the word “cancer” through the use of color, printed configurations or the size or type of print, nor shall any symbols, insignias, or characterizations be used which connote death, sickness, pain, suffering, disease, disablement, or hardship, including grave markers, skull and crossbones, the use of an “X” superimposed over one who is portrayed to be a future victim of cancer, pictures or characterizations depicting grief, sorrow, or the mourning of a victim of cancer, or pictures or characterizations of surgeons, doctors, nurses or any hospital personnel which are intended to depict medical treatment for the disease of cancer.</p>
<p>Outline of Coverage</p>	<p>Wyoming Insurance Regulations-Chapter 34, Part 1, Section 3</p>	<p>All advertising materials shall contain an outline of benefits, exclusions, and conditions of coverage. Each outline must specify: (1) Any applicable waiting period; (2) The period of time within which the policy can be returned for a full refund; (3) All exceptions, limitations, reductions and conditions of coverage; and (4) A summarization of all benefits provided by the policy.</p>
<p>Maximum or Lifetime Benefits</p>	<p>Wyoming Insurance Regulations-Chapter 34, Part 1, Section 4</p>	<p>No insurer shall advertise a maximum lifetime liability per person or a maximum lifetime liability for any expense reimbursement or stated policy benefit if the policy in question establishes a maximum benefit on a “per day”, “per visit,” “per confinement,” “per trip,” “per month,” “per operation,” or “per loss” basis for any benefit under the policy including, but not limited to, coverage for cost and expenses associated with hospital confinement, drugs and medicine, convalescence, surgery, attending physicians, radiation and chemotherapy, anesthesia, blood and plasma, ambulance services, or transportation expenses. No insurer shall advertise a maximum lifetime liability per person or a maximum lifetime liability for any policy benefit which is unreasonably related to the lifetime benefits otherwise obtainable. No insurer shall advertise a maximum monthly indemnity benefit without also advertising the daily pro-rated indemnity benefit.</p>

Insured to Have Thirty Days in Which to Return Policy	Wyoming Insurance Regulations-Chapter 34, Part 2, Section 1	No cancer policy shall contain any provision which restricts the right of the insured to return his policy for a full premium refund to less than thirty days.
Policy Not to be Canceled by Class	Wyoming Insurance Regulations-Chapter 34, Part 2, Section 2	No cancer policy shall contain a provision by which the insurer reserves the right to cancel all like policies of a class or form number.
Waiting Period Not to Exceed Thirty Days	Wyoming Insurance Regulations-Chapter 34, Part 2, Section 3	No cancer policy shall contain any provision which establishes a waiting period in excess of thirty days from the effective date of the policy or thirty days from the insurer's receipt of premium, whichever shall occur first.
Certification Not Required	Wyoming Insurance Regulations-Chapter 34, Part 2, Section 4	No cancer policy shall contain any provision which requires, as a pre-requisite to an insurer's liability under such policy, any board certification of any pathologist, radiologist, chemotherapist, or any physician involved in the diagnosis, treatment, or care of the insured, as long as the pathologist, radiologist, chemotherapist, or physician has otherwise been duly licensed as a doctor of medicine and is in good standing in the medical community.
Coverage Not to Depend on Diagnosis Being Made in Hospital	Wyoming Insurance Regulations-Chapter 34, Part 2, Section 5	No cancer policy shall contain any provision under which the coverage is made to depend upon the diagnosis of cancer being made while the insured is confined in a hospital.
Insurer Liable For Losses Incurred Prior to Diagnosis of Cancer	Wyoming Insurance Regulations-Chapter 34, Part 2, Section 6	<p>Provided that the positive diagnosis of cancer has not been made before thirty days of the effective date of the policy and provided further that the policy claimant can substantiate by the weight of the evidence that all costs and expenses for which claim is made were proximately caused by the disease of cancer, no cancer policy shall contain any provision which eliminates, reduces, restricts or otherwise limits the insurer's liability for:</p> <p>Any loss incurred prior to the date the positive diagnosis of cancer was made; or</p> <p>Any loss incurred after the policy was issued but prior to the elapse of thirty days thereof.</p>

Coverage Not to be Cut Off Subsequent to Expiration of Waiting Period	Wyoming Insurance Regulations-Chapter 34, Part 2, Section 7	No policy of cancer insurance shall contain any provision which establishes a “cut-off” period or otherwise reduces, restricts, limits or eliminates the insurer’s liability for losses proximately caused by the disease of cancer anytime subsequent to thirty days after the effective date of the policy.
Benefits Not to be Reduced on Account of Age	Wyoming Insurance Regulations-Chapter 34, Part 2, Section 8	No cancer policy shall reduce, restrict, limit or eliminate the benefits offered by the policy on account of the insured’s age. The risk of cancer, to the extent it can be associated with the age of the insured, shall be recognized, if at all, by an increase or decrease in premium rates and not by an increase or decrease of benefits otherwise available under the policy.
Benefits Not to be Denied Because Loss Was Incurred Outside of U.S.	Wyoming Insurance Regulations-Chapter 34, Part 2, Section 9	No policy of cancer insurance shall contain any provision which restricts the insurer’s liability to losses incurred within the United States or within the United States and Canada.
Benefits Not to be Denied Because Loss Was Not Incurred in Hospital	Wyoming Insurance Regulations-Chapter 34, Part 2, Section 10	No policy of cancer insurance shall contain any provision which reduces, restricts limits or eliminates any policy benefits solely because the costs or expenses for which claim is submitted were not incurred while the insured was confined in a hospital.

Maximum or Lifetime Benefits	Wyoming Insurance Regulations-Chapter 34, Part 2, Section 11	<p>If any expense reimbursement or stated benefit cancer policy sets, prescribes or establishes a maximum lifetime liability per person for all benefits or a maximum lifetime liability for any individual benefit or benefits, the insurer shall not establish a maximum payment or indemnity for any benefit on a “per day,” “per visit,” “per confinement,” “per trip,” “per month,” or “per loss” basis. Subject only to such maximum lifetime liability per person or the maximum lifetime liability for any individual benefit under the policy shall then be limited only by the reasonable and customary charges of the area or community where covered services are provided.</p> <p>No such expense reimbursement cancer policy or stated benefit policy shall contain a maximum lifetime liability per person or a maximum lifetime liability for any policy benefit which is unreasonably related to the lifetime benefits otherwise obtainable.</p> <p>No stated benefit cancer policy shall provide for a monthly indemnity benefit without also conspicuously stating the daily indemnity benefit.</p>
Cancer Defined	Wyoming Insurance Regulations-Chapter 34, Part 3, Section 1	No policy of cancer shall be defined in such a manner to exclude leukemia or Hodgkin’s disease.
Policy Must Designate Limited Coverage	Wyoming Insurance Regulations-Chapter 34, Part 3, Section 2	All policies of cancer insurance shall state prominently and conspicuously that such policy is a limited policy and is not designed to pay for all medical costs associated with the disease of cancer.
Policy to Cover All Losses Caused by Cancer	Wyoming Insurance Regulations-Chapter 34, Part 3, Section 3	No expense reimbursement policy of cancer shall exclude from coverage any prescribed or necessary medical cost or expenses proximately caused by the disease of cancer or its diagnosis and treatment, nor shall any insurer attempt to circumvent this section by providing that the insurer’s liability under the policy only extends to losses resulting from “definitive cancer treatment” or “direct extension, metastatic spread or recurrence” or words of similar import.

Radiation and Chemotherapy Benefits	Wyoming Insurance Regulations-Chapter 34, Part 3, Section 4	No Expense reimbursement cancer policy shall provide benefits for any type of radiation therapy without also providing the same benefits for chemotherapy or any other therapy prescribed by a doctor of medicine and designed to destroy or to arrest the uncontrolled spread of cancer cells, including the use of drugs to alter immunological response or in the case of leukemia, the use of marrow transplants.
Private Nursing Benefit	Wyoming Insurance Regulations-Chapter 34, Part 3, Section 5	If any expense reimbursement policy provides benefits for nursing services, no such policy shall deny such coverage if services have been prescribed and are deemed medically necessary by a duly licensed doctor of medicine.
Ambulance Benefits	Wyoming Insurance Regulations-Chapter 34, Part 3, Section 6	An insurer's liability for ambulance benefits under an expense reimbursement policy of cancer insurance shall not be made to depend on the duration of the insured's stay in a hospital, provided that the hospital confinement was intended when the ambulance services were utilized.

Government Hospital Confinement Benefit	Wyoming Insurance Regulations-Chapter 34, Part 3, Section 7	<p>If any expense reimbursement cancer policy excludes from coverage a hospital confinement benefit for a facility contracted for or operated by the United States Government for the treatment of members or veterans of the armed services, the application for such policy shall contain a question whether the applicant is a member or ex-member of the armed services and shall advise the applicant that coverage for benefits received from a hospital contracted for or operated by the United States Government has been excluded.</p> <p>If any expense reimbursement policy offers a Government Hospital Confinement benefit, such benefit thereunder shall not be reduced for hospital confinement below the benefits specified for non-governmental hospitals without a corresponding reduction in premium. No expense reimbursement cancer policy shall offer a Government Hospital Confinement benefit to members or ex-members of the armed forces while excluding any or all other benefits of the policy ordinarily available to nonmembers of the armed services without a corresponding reduction in premium rates. If the policy only provides a hospital confinement benefit for members or ex-members of the armed forces, the policy shall prominently and conspicuously so state.</p>
Extended Benefits	Wyoming Insurance Regulations-Chapter 34, Part 3, Section 8	No policy of cancer insurance shall contain any provision for the payment of extended benefits when such benefits can only be obtained by confinement in a hospital for a period in excess of twelve consecutive days, nor shall any insurer provide for extended benefits which require confinement in a hospital for any unreasonable length of time.
Minimum Loss Ratios	Wyoming Insurance Regulations-Chapter 34, Part 4, Section 2	No cancer policy shall be approved for use unless proper and adequate certification is submitted along with the policy filed showing that benefits in relation to the premium charged are designed to produce a minimum loss ratio of not less than sixty (60) percent over a five (5) year period of time (historically).

Entire Contract Clause	W.S.§ 26-18-105	The policy including the endorsements constitute the entire contract of insurance. No agent has authority to change the policy or waive any of its provisions.
Time Limit on Defenses	W.S.§ 26-18-106	After three (3) years from the date of issue of the policy no misstatements, except fraudulent misstatements, made by the applicant in the application for the policy shall be used to void the policy or to deny a claim for loss incurred or disability, as defined in the policy, commencing after the expiration of the three (3) year period.
Grace Period	W.S.§ 26-18-107	A grace period of _____(insert a number not less than "7"for weekly premium policies, "10" for monthly premium policies and "31" for all other policies) days shall be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force.
Reinstatement After Premium Default	W.S.§ 26-18-108	If any renewal premium is not paid within the time granted the insured for payment, a subsequent acceptance of premium by the insurer or by any agent authorized by the insurer to accept the premium, without requiring an application for reinstatement, reinstates the policy. If the insurer or the agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the policy shall be reinstated upon the insurer's approval of the application, or, lacking that approval, upon the forty-fifth day following the date of the conditional receipt unless the insurer previously notified the insured in writing of its disapproval of the application. The reinstated policy covers only loss resulting from an accidental injury or sickness beginning more than ten (10) days after the reinstatement date.
Notice of Claim	W.S.§ 26-18-109	Written notice of claim shall be given to the insurer within sixty (60) days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible.

Furnishing Claim Forms	W.S.§ 26-18-110	The insurer, upon receipt of a notice of claim will furnish to the claimant the forms it usually furnishes for filing proofs of loss. If the forms are not furnished within fifteen (15) days after giving notice, the claimant is deemed to have complied with the requirements of the policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and extent of the loss for which claim is made.
Proofs of Loss	W.S.§ 26-18-111	Written proof of loss shall be furnished to the insurer within ninety (90) days after the date of loss. Failure to furnish proof within the time required does not invalidate nor reduce any claim if it is not reasonably possible to give proof within that time, provided the proof is furnished as soon as reasonably possible.
Time of Payment of Claims	W.S.§ 26-18-112	Indemnities payable under the policy for any loss shall be paid immediately upon receipt of written proof of the loss.
Payment of Claims	W.S.§ 26-18-113	If any indemnity of the policy is payable to the insured's estate, or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, the insurer may pay the indemnity, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage of the insured or beneficiary whom the insurer deems to be equitably entitled thereto. Any payment the insurer makes in good faith pursuant to this provision discharges the insurer to the extent of the payment.
Physical Examinations and Autopsy	W.S.§ 26-18-114	The insurer at its own expense has the right to examine the person of the insured when and as often as it reasonably requires during the pendency of a claim under the policy and to make an autopsy in case of death if it is not forbidden by law.
Legal Actions	W.S.§ 26-18-115	No action at law or in equity shall be brought to recover on the policy prior to the expiration of sixty (60) days after written proof of loss is furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

Change of Beneficiary	W.S.§ 26-18-116	The insured shall have the right to change the beneficiary, and the consent of the beneficiary is not requisite to the surrender or assignment of the policy or to any change in the policy.
Misstatement of Age	W.S.§ 26-18-119	If the insured's age is misstated, all amounts payable under the policy shall be such as the premium paid would have purchased at the correct age.
Unpaid Premiums	W.S.§ 26-18-123	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 amount of the claim paid.
Conformity with State Statutes	W.S.§ 26-18-124	Any provision of the policy, which on its effective date, is in conflict with the statutes of the state in which the insured resides on that date is amended to conform to the minimum requirements of those statutes.
Premium Rates and Risk Classification Filings	W.S.§ 26-18-135	Each insurer shall file with the commissioner its premium rates and classification of risks pertaining to the policies. The insurer shall adhere to its rates and classifications as filed. The insurer may change the filings as it deems proper.
Proceeds Exempt From Creditors' Claims	W.S.§ 26-15-130	Except as otherwise provided by the policy or contract, the proceeds of all contracts of disability insurance and of provisions specifying benefits because of the insured's disability, which are supplemental to any life insurance or annuity contracts executed, are exempt from all liabilities for any debt of the insured and from any debt of the beneficiary existing at the time the proceeds are made available for his use.