

Wyoming Insurance Department
Review Requirement Checklist
 Individual Health

Contact:
 Wyoming Insurance Department
 (307) 777-7401
 (307) 777-2446(fax)

Wyoming Insurance Department	Statutes	http://legisweb.state.wy.us
Wyoming Insurance Department	Rules and Regulations	http://soswy.state.wy.us
Wyoming Insurance Department	Bulletins	
REVIEW REQUIREMENTS	REFERENCE	COMMENTS
General Requirements	W.S. 26-15-110	Filing Requirements
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 the filing type.
		Contain an itemized listing of each policy form and endorsement, including form number.
		Contain the name of the 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.
Forms		No filing fees for rate or form filings.
Policy Contents and Identification	W.S. 26-15-113	The policy shall specify: -the names of the parties to the contract; -the subject of the insurance; -the risks insured against; -the time when the insurance takes effect and the period during which the insurance continues; -the premium; the conditions pertaining to the insurance; and -benefits payable
Renewal or Extension	W.S. 26-15-121	The policy shall be renewable at the option of the insured except for: -nonpayment of premium; -fraud or misrepresentation by the insured; or -the insurer elects to nonrenew.
Assignability	W.S. 26-15-122	The policy is assignable or not assignable as provided by its terms.
Proceeds Exempt From Creditors	W.S. 25-15-130	Except as otherwise provided by the policy or contract, the proceeds are exempt from claims of creditors.
Discretionary Clause Prohibition	W.S. 26-13 304	Discretion to interpret terms is not left to the insurer. Clause is prohibited
Content and Format	W.S. 26-18-103	The entire money and other considerations shall be expressed in the policy. The effective and termination dates shall be expressed. The policy shall insure only one (1) person or any two (2) or more eligible dependents. Exceptions and reductions of indemnity shall be in the policy and included with the benefit provision to which they apply or under an appropriately captioned section such as “Exceptions” or “Exceptions and Reductions”.

Adult Wellness Disclosure		The policy shall provide notice on the face page in not less than fourteen (14) point bold type as to the extent to which the policy includes comprehensive adult wellness benefits as described in W.S. 26-18-103(b).
Entire Contract Clause	W.S. 26-18-105	The policy shall include a clause that the policy, including endorsements and attached papers, constitutes the entire contract of insurance. No change is valid until approved by an officer. No agent has the authority to change the policy or waive any provisions.
Incontestability	W.S. 26-18-106	Except for fraudulent misstatements in the application, the policy is incontestable after the expiration of three (3) years.
Preexisting Conditions		The policy shall employ the HIPAA 6-12 limitation provision. A portability credit is to be allowed for creditable coverage continuous to within ninety (90) days prior to the enrollment date of new coverage.
Grace Period	W.S. 26-18-107	Not less than 7days for weekly premium policies; 10 days for monthly; and 31 days for all other policies for the payment of premium falling due after the first, during which the policy shall continue in force. The policy shall note the insurer=s right to refuse renewal as specified in this section.
Reinstatement	W.S. 26-18-108	Acceptance of premium without requiring an application reinstates the policy. If an application and conditional receipt are tendered, the policy shall be reinstated upon application approval or forty five (45) days following the date of conditional receipt unless the insurer previously notified the insured in writing of its disapproval. A reinstated policy covers only loss resulting from an accidental injury sustained after the date of reinstatement and loss due to any sickness more than ten (10) days after that date. Premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty (60) days prior to the date of reinstatement.
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 as reasonably possible.
Claim Forms	W.S. 26-18-110	Claim forms are to be supplied to the insured within fifteen (15) days of notice of claim.
Proofs of Loss	W.S. 26-18-111	Written proof of loss shall be furnished to the insurer within ninety (90) days, except in the absence of legal capacity which extends the time to not later than one (1) year.
Claims Payment	W.S. 26-15-124; W.S. 26-18-113	Claims shall be rejected or accepted and paid within forty five (45) days after receipt of proofs of loss and supporting evidence. Indemnity for loss of life is payable in accordance with the beneficiary designation, or, if no designation, to the insured=s estate.
Physical Examination and Autopsy	W.S. 26-18-114	The insurer, at its own expense, has the right to examine the insured when and as often as is reasonably necessary during the pendency of a claim 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 this policy prior to the expiration of sixty (60) days after written proof of loss. No action shall be brought after the expiration of three (3) years after proof of loss.
Change of Beneficiary	W.S. 26-18-116	Unless the insured makes an irrevocable beneficiary designation, the right to change the beneficiary is reserved to the insured, and the consent of the beneficiary is not requisite to the surrender or assignment of the policy or to a change of beneficiary or any other policy changes.
Misstatement of Age	W.S. 26-18-119	If the insured=s age is misstated, all amounts payable under the policy shall be as the premium paid would have purchased at the correct age.
Unpaid Premiums	W.S. 26-18-123	Upon payment of a claim, any premium due and unpaid or covered by any note or written order may be deducted from the amount of the claim paid.
Refusal of Renewal	W.S. 26-18-127	By policy provision, endorsement or rider and subject to the right to terminate the policy upon nonpayment of premium when due, the right to refuse renewal may not

		<p>be exercised so as to take effect before the renewal date occurring, on, after or nearest to the policy anniversary.</p> <p>Any refusal or renewal is without prejudice to any claim originating while the policy is in force.</p>
Prohibited Policy Provisions	W.S. 26-18-134	<p>No policy shall:</p> <ul style="list-style-type: none"> - provide benefits or values for surviving or continuing policyholders contingent upon the lapse or termination for any reason of other policyholders policies; - contain any clause, provision or agreement providing a premium, deposit or other payment for, or promising the distribution of , any bonus, special fund or guaranteed payment other than the insurance benefits specified in the policy, save for dividends to the holders of participating policies.
Non-custodial Children	W.S. 26-15-135	The policy shall have a provision that it may not refuse to provide medical coverage for a dependent child for the sole reason that the child is not living in the home of the parent applying for the policy.
Premium Rates and Risk Classification Filings	W.S. 26-18-135	Rates and risk classifications are to be pre-filed before use. The insurer may change the filings as it deems proper.
All Licensed Health Professionals	W.S. 26-22-101	The policy will provide that reimbursement for covered services shall not be denied if the services are rendered to the insured by a person licensed under the laws of Wyoming to treat the illness or disability or perform the health services covered by the contract or policy.
Public Institutions	W.S. 26-22-102	The policy may not exclude payment to as tax supported institution if charges are made for services.
Adopted Children	W.S. 26-20-101	The policy must provide coverage for an adopted child from the earlier of the date the petition for adoption is filed or entry of the child in the adoptive home.
Newborns	W.S. 26-20-101	The policy must provide coverage on family contracts for a newborn for injury or sickness including congenital defects and birth abnormalities.
Diabetes Coverage	W.S. 26-20-201	The policy shall provide coverage for outpatient self-management and training.

Clinical Trials	W.S. 26-20-301	The policy shall provide coverage for Phase II, III and IV clinical trials for cancer.
Mentally Physically Handicapped	W.S. 26-22-401	The policy must provide coverage beyond the limiting age for physically or mentally handicapped children as long as the handicap exists.
Medical Necessity/Medically Necessary	W.S. 26-40-102	Contract must use uniform definition at W.S. 26-40-102 (a) (III) (A) and (B).
Inherited Enzymatic Disorder Coverage	W.S. 26-40-401 et seq	Effective 07/01/2013, coverage must be included for equipment, supplies and outpatient self-management training and education, including medical nutrition therapy for inherited enzymatic disorders.
Prescription Eye Drop Refill Coverage	W.S. 26-20-501 et seq	Effective 07/01/2015, coverage for prescription eye drop refills must be dispensed as follows: (i) if a renewal is requested by the insured at least twenty-three (23) days for a thirty (30) day supply, or at least forty-five (45) days for a sixty (60) day supply, or at least sixty-eight (68) days for a ninety (90) day supply; and, (ii) one additional bottle of prescription eye drops if requested by the insured or the practitioner at the time the original prescription is filled, and the original prescription states that one (1) additional bottle is needed by the insured for use in a day care center or school. The benefits provided shall be subject to the same annual deductibles, copayments or coinsurance established for all other covered benefits within a given policy.
Oral Chemotherapy Parity with Injectable and Intravenous	W.S. 26-20-601 et seq	Effective July 01, 2015, coverage for oral chemotherapy must be covered in parity with injectable and intravenous therapy regardless of the formulation or benefit category determination by the policy or contract issuer; and, (b) No issuer of a health insurance policy or contract shall comply with this requirement by increasing the copayment, deductible or coinsurance amount required for covered injected or intravenous chemotherapy or by reclassifying benefits with respect to cancer treatment medications.