



LAWS OF ALASKA

2011

Source

SCS CSHB 164(L&C)

Chapter No.

AN ACT

Relating to health care insurance, exemption of certain insurers, reporting, notice, and record-keeping requirements for insurers, biographical affidavits, qualifications of alien insurers assuming ceded insurance, risk-based capital for insurers, insurance holding companies, licensing, federal requirements for nonadmitted insurers, surplus lines insurance, insurance fraud, life insurance policies and annuity contracts, rate filings by health care insurers, long-term care insurance, automobile service corporations, guaranty fund deposits of a title insurer, joint title plants, fraternal benefit societies, multiple employer welfare arrangements, hospital and medical service corporations, health maintenance organizations, and alternate forms of payment to policyholders; and providing for an effective date.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

THE ACT FOLLOWS ON PAGE 1

AN ACT

1 Relating to health care insurance, exemption of certain insurers, reporting, notice, and record-
2 keeping requirements for insurers, biographical affidavits, qualifications of alien insurers
3 assuming ceded insurance, risk-based capital for insurers, insurance holding companies,
4 licensing, federal requirements for nonadmitted insurers, surplus lines insurance, insurance
5 fraud, life insurance policies and annuity contracts, rate filings by health care insurers, long-
6 term care insurance, automobile service corporations, guaranty fund deposits of a title insurer,
7 joint title plants, fraternal benefit societies, multiple employer welfare arrangements, hospital
8 and medical service corporations, health maintenance organizations, and alternate forms of
9 payment to policyholders; and providing for an effective date.

10 _____
11 * **Section 1.** AS 21.03.021 is amended by adding a new subsection to read:

1 (f) If an insurer is not required to obtain a certificate of authority in this state
2 under AS 21.09.020(5), the provisions of this title do not apply to policies or contracts
3 issued by the insurer.

4 * **Sec. 2.** AS 21.07.010 is amended to read:

5 **Sec. 21.07.010. Patient and health care provider protection.** (a) A contract
6 between a participating health care provider and a health care insurer [MANAGED
7 CARE ENTITY THAT OFFERS A MANAGED CARE PLAN] must contain a
8 provision that

9 (1) provides for a reasonable mechanism to identify all medical care
10 services to be provided by the health care insurer [MANAGED CARE ENTITY];

11 (2) clearly states or references an attachment that states the health care
12 provider's rate of compensation;

13 (3) clearly states all ways in which the contract between the health care
14 provider and health care insurer [MANAGED CARE ENTITY] may be terminated;
15 a provision that provides for discretionary termination by either party must apply
16 equitably to both parties;

17 (4) provides that, in the event of a dispute between the parties to the
18 contract, a fair, prompt, and mutual dispute resolution process must be used; at a
19 minimum, the process must provide

20 (A) for an initial meeting at which all parties are present or
21 represented by individuals with authority regarding the matters in dispute; the
22 meeting shall be held within 10 working days after the health care insurer
23 [PLAN] receives written notice of the dispute or gives written notice to the
24 provider, unless the parties otherwise agree in writing to a different schedule;

25 (B) that if, within 30 days following the initial meeting, the
26 parties have not resolved the dispute, the dispute shall be submitted to
27 mediation directed by a mediator who is mutually agreeable to the parties and
28 who is not regularly under contract to or employed by either of the parties;
29 each party shall bear its proportionate share of the cost of mediation, including
30 the mediator fees;

31 (C) that if, after a period of 60 days following commencement

1 of mediation, the parties are unable to resolve the dispute, either party may
2 seek other relief allowed by law;

3 (D) that the parties shall agree to negotiate in good faith in the
4 initial meeting and in mediation;

5 (5) states that a health care provider may not be penalized or the health
6 care provider's contract terminated by the **health care insurer** [MANAGED CARE
7 ENTITY] because the health care provider acts as an advocate for a covered person in
8 seeking appropriate, medically necessary medical care services;

9 (6) protects the ability of a health care provider to communicate openly
10 with a covered person about all appropriate diagnostic testing and treatment options;
11 and

12 (7) defines words in a clear and concise manner.

13 (b) A contract between a participating health care provider and a **health care**
14 **insurer** [MANAGED CARE ENTITY] that offers a **health care insurance policy**
15 [MANAGED CARE PLAN] may not contain a provision that

16 (1) has as its predominant purpose the creation of direct financial
17 incentives to the health care provider for withholding covered medical care services
18 that are medically necessary; nothing in this paragraph shall be construed to prohibit a
19 contract between a participating health care provider and a **health care insurer**
20 [MANAGED CARE ENTITY] from containing incentives for efficient management
21 of the utilization and cost of covered medical care services;

22 (2) requires the provider to contract for all products that are currently
23 offered or that may be offered in the future by the **health care insurer** [MANAGED
24 CARE ENTITY]; or

25 (3) requires the health care provider to be compensated for medical
26 care services performed at the same rate as the health care provider has contracted
27 with another **health care insurer** [MANAGED CARE ENTITY].

28 (c) A **health care insurer** [MANAGED CARE ENTITY] may not enter into a
29 contract with a health care provider that requires the provider to indemnify or hold
30 harmless the **health care insurer** [MANAGED CARE ENTITY] for the acts or
31 conduct of the **health care insurer** [MANAGED CARE ENTITY]. An

1 indemnification or hold harmless clause entered into in violation of this subsection is
2 void.

3 * **Sec. 3.** AS 21.07.020 is amended to read:

4 **Sec. 21.07.020. Required contract provisions for health care insurance**
5 **policy [MANAGED CARE PLANS]. A health care insurance policy [MANAGED**
6 **CARE PLAN] must contain**

7 (1) a provision that preauthorization for a covered medical procedure
8 on the basis of medical necessity may not be retroactively denied unless the
9 preauthorization is based on materially incomplete or inaccurate information provided
10 by or on behalf of the provider;

11 (2) a provision for emergency room services if any coverage is
12 provided for treatment of a medical emergency;

13 (3) a provision that covered medical care services be reasonably
14 available in the community in which a covered person resides or that, if referrals are
15 required by the **policy** [PLAN], adequate referrals outside the community be available
16 if the medical care service is not available in the community;

17 (4) a provision that any utilization review decision

18 (A) must be made within 72 hours after receiving the request
19 for preapproval for nonemergency situations; for emergency situations,
20 utilization review decisions for care following emergency services must be
21 made as soon as is practicable but in any event not later than 24 hours after
22 receiving the request for preapproval or for coverage determination; and

23 (B) to deny, reduce, or terminate a health care benefit or to
24 deny payment for a medical care service because that service is not medically
25 necessary shall be made by an employee or agent of the **health care insurer**
26 [MANAGED CARE ENTITY] who is a licensed health care provider;

27 (5) a provision that provides for an internal appeal mechanism for a
28 covered person who disagrees with a utilization review decision made by a **health**
29 **care insurer** [MANAGED CARE ENTITY]; except as provided under (6) of this
30 section, this appeal mechanism must provide for a written decision

31 (A) from the **health care insurer** [MANAGED CARE

1 ENTITY] within 18 working days after the date written notice of an appeal is
2 received; and

3 (B) on the appeal by an employee or agent of the **health care**
4 **insurer** [MANAGED CARE ENTITY] who holds the same professional
5 license as the health care provider who is treating the covered person;

6 (6) a provision that provides for an internal appeal mechanism for a
7 covered person who disagrees with a utilization review decision made by a **health**
8 **care insurer** [MANAGED CARE ENTITY] in any case in which delay would, in the
9 written opinion of the treating provider, jeopardize the covered person's life or
10 materially jeopardize the covered person's health; the **health care insurer**
11 [MANAGED CARE ENTITY] shall

12 (A) decide an appeal described in this paragraph within 72
13 hours after receiving the appeal; and

14 (B) provide for a written decision on the appeal by an
15 employee or agent of the **health care insurer** [MANAGED CARE ENTITY]
16 who holds the same professional license as the health care provider who is
17 treating the covered person;

18 (7) a provision that discloses the existence of the right to an external
19 appeal of a utilization review decision made by a **health care insurer** [MANAGED
20 CARE ENTITY]; the external appeal shall be [AS] conducted in accordance with AS
21 21.07.050;

22 (8) a provision that discloses covered benefits, optional supplemental
23 benefits, and benefits relating to and restrictions on nonparticipating provider services;

24 (9) a provision that describes the preapproval requirements and
25 whether clinical trials or experimental or investigational treatment are covered;

26 (10) a provision describing a mechanism for assignment of benefits for
27 health care providers and payment of benefits;

28 (11) a provision describing availability of prescription medications or a
29 formulary guide, and whether medications not listed are excluded; if a formulary guide
30 is made available, the guide must be updated annually; and

31 (12) a provision describing available translation or interpreter services,

1 including audiotape or braille information.

2 * **Sec. 4.** AS 21.07.030(a) is amended to read:

3 (a) If a **health care insurer** [MANAGED CARE ENTITY] offers a **health**
4 **care insurance policy** [MANAGED CARE PLAN] that provides for coverage of
5 medical care services only if the services are furnished through a network of health
6 care providers that have entered into a contract with the **health care insurer**
7 [MANAGED CARE ENTITY], the **health care insurer** [MANAGED CARE
8 ENTITY] shall also offer a non-network option to covered persons at initial
9 enrollment, as provided under (c) of this section. The non-network option may require
10 that a covered person pay a higher deductible, copayment, or premium for the plan if
11 the higher deductible, copayment, or premium results from increased costs caused by
12 the use of a non-network provider. [THE MANAGED CARE ENTITY SHALL
13 PROVIDE AN ACTUARIAL DEMONSTRATION OF THE INCREASED COSTS
14 TO THE DIRECTOR AT THE DIRECTOR'S REQUEST. IF THE INCREASED
15 COSTS ARE NOT JUSTIFIED, THE DIRECTOR SHALL REQUIRE THE
16 MANAGED CARE ENTITY TO RECALCULATE THE APPROPRIATE COSTS
17 ALLOWED AND RESUBMIT THE APPROPRIATE DEDUCTIBLE,
18 COPAYMENT, OR PREMIUM TO THE DIRECTOR.] This subsection does not
19 apply to a covered person who is offered non-network coverage through another
20 **health care insurance policy** [MANAGED CARE PLAN] or through another **health**
21 **care insurer** [MANAGED CARE ENTITY].

22 * **Sec. 5.** AS 21.07.030(b) is amended to read:

23 (b) The amount of any additional premium charged by the **health care**
24 **insurer** [MANAGED CARE ENTITY] for the additional cost of the creation and
25 maintenance of the option described in (a) of this section and the amount of any
26 additional cost sharing imposed under this option shall be paid by the covered person
27 unless it is paid by an employer or other person through agreement with the **health**
28 **care insurer** [MANAGED CARE ENTITY].

29 * **Sec. 6.** AS 21.07.030(c) is amended to read:

30 (c) A covered person may make a change to the medical care coverage option
31 provided under this section only during a time period determined by the **health care**

1 **insurer** [MANAGED CARE ENTITY]. The time period described in this subsection
2 must occur at least annually and last for at least 15 working days.

3 * **Sec. 7.** AS 21.07.030(d) is amended to read:

4 (d) If a **health care insurer** [MANAGED CARE ENTITY] that offers a
5 **health care insurance policy** [MANAGED CARE PLAN] requires or provides for a
6 designation by a covered person of a participating primary care provider, the **health**
7 **care insurer** [MANAGED CARE ENTITY] shall permit the covered person to
8 designate any participating primary care provider that is available to accept the
9 covered person.

10 * **Sec. 8.** AS 21.07.030(e) is amended to read:

11 (e) Except as provided in this subsection, a **health care insurer** [MANAGED
12 CARE ENTITY] that offers a **health care insurance policy** [MANAGED CARE
13 PLAN] shall permit a covered person to receive medically necessary or appropriate
14 specialty care, subject to appropriate referral procedures, from any qualified
15 participating health care provider that is available to accept the individual for medical
16 care. This subsection does not apply to specialty care if the **health care insurer**
17 [MANAGED CARE ENTITY] clearly informs covered persons of the limitations on
18 choice of participating health care providers with respect to medical care. In this
19 subsection,

20 (1) "appropriate referral procedures" means procedures for referring
21 patients to other health care providers as set out in the applicable member **policy**
22 [CONTRACT] and as described under (a) of this section;

23 (2) "specialty care" means care provided by a health care provider with
24 training and experience in treating a particular injury, illness, or condition.

25 * **Sec. 9.** AS 21.07.030(f) is amended to read:

26 (f) If a contract between a health care provider and a **health care insurer**
27 [MANAGED CARE ENTITY] is terminated, a covered person may continue to be
28 treated by that health care provider as provided in this subsection. If a covered person
29 is pregnant or being actively treated by a provider on the date of the termination of the
30 contract between that provider and the **health care insurer** [MANAGED CARE
31 ENTITY], the covered person may continue to receive medical care services from that

1 provider as provided in this subsection, and the contract between the **health care**
2 **insurer** [MANAGED CARE ENTITY] and the provider shall remain in force with
3 respect to the continuing treatment. The covered person shall be treated for the
4 purposes of benefit determination or claim payment as if the provider were still under
5 contract with the **health care insurer** [MANAGED CARE ENTITY]. However,
6 treatment is required to continue only while the **health care insurance policy**
7 [MANAGED CARE PLAN] remains in effect and

8 (1) for the period that is the longest of the following:

9 (A) the end of the current **policy or** plan year;

10 (B) up to 90 days after the termination date, if the event
11 triggering the right to continuing treatment is part of an ongoing course of
12 treatment;

13 (C) through completion of postpartum care, if the covered
14 person is pregnant on the date of termination; or

15 (2) until the end of the medically necessary treatment for the condition,
16 disease, illness, or injury if the person has a terminal condition, disease, illness, or
17 injury; in this paragraph, "terminal" means a life expectancy of less than one year.

18 * **Sec. 10.** AS 21.07.050(a) is amended to read:

19 (a) A **health care insurer** [MANAGED CARE ENTITY] offering a **health**
20 **care insurance policy** [MANAGED CARE PLAN] shall provide for an external
21 appeal process that meets the requirements of this section in the case of an externally
22 appealable decision for which a timely appeal is made in writing either by the **health**
23 **care insurer** [MANAGED CARE ENTITY] or by the covered person.

24 * **Sec. 11.** AS 21.07.050(b) is amended to read:

25 (b) A **health care insurer** [MANAGED CARE ENTITY] may condition the
26 use of an external appeal process in the case of an externally appealable decision upon
27 a final decision in an internal appeal under AS 21.07.020, but only if the decision is
28 made in a timely basis consistent with the deadlines provided under this chapter.

29 * **Sec. 12.** AS 21.07.050(c) is amended to read:

30 (c) Except as provided in this subsection, the external appeal process shall be
31 conducted under a contract between the **health care insurer** [MANAGED CARE

1 ENTITY] and one or more external appeal agencies that **are** [HAVE] qualified under
2 AS 21.07.060. The **health care insurer** [MANAGED CARE ENTITY] shall provide

3 (1) that the selection process among external appeal agencies
4 qualifying under AS 21.07.060 does not create any incentives for external appeal
5 agencies to make a decision in a biased manner;

6 (2) for auditing a sample of decisions by external appeal agencies to
7 ensure that decisions are not made in a biased manner; and

8 (3) that all costs of the process, except those incurred by the covered
9 person or treating professional in support of the appeal, shall be paid by the **health**
10 **care insurer** [MANAGED CARE ENTITY] and not by the covered person.

11 * **Sec. 13.** AS 21.07.050(d) is amended to read:

12 (d) An external appeal process must include at least the following:

13 (1) a fair, de novo determination based on coverage provided by the
14 **policy** [PLAN] and by applying terms as defined by the **policy** [PLAN]; however,
15 nothing in this paragraph may be construed as providing for coverage of items and
16 services for which benefits are excluded under the **policy** [PLAN] or coverage;

17 (2) an external appeal agency shall determine whether the **health care**
18 **insurer's** [MANAGED CARE ENTITY'S] decision is

19 (A) in accordance with the medical needs of the patient
20 involved, as determined by the **health care insurer** [MANAGED CARE
21 ENTITY], taking into account, as of the time of the **health care insurer's**
22 [MANAGED CARE ENTITY'S] decision, the patient's medical needs and any
23 relevant and reliable evidence the agency obtains under (3) of this subsection;
24 [.] and

25 (B) in accordance with the scope of the covered benefits under
26 the **policy** [PLAN]; if the agency determines the decision complies with this
27 paragraph, the agency shall affirm the decision, and, to the extent that the
28 agency determines the decision is not in accordance with this paragraph, the
29 agency shall reverse or modify the decision;

30 (3) the external appeal agency shall include among the evidence taken
31 into consideration

1 (A) the decision made by the health care insurer
2 [MANAGED CARE ENTITY] upon internal appeal under AS 21.07.020 and
3 any guidelines or standards used by the health care insurer [MANAGED
4 CARE ENTITY] in reaching a decision;

5 (B) any personal health and medical information supplied with
6 respect to the individual whose denial of claim for benefits has been appealed;

7 (C) the opinion of the individual's treating physician or health
8 care provider; and

9 (D) the health care insurance policy [MANAGED CARE
10 PLAN];

11 (4) the external appeal agency may also take into consideration the
12 following evidence:

13 (A) the results of studies that meet professionally recognized
14 standards of validity and replicability or that have been published in peer-
15 reviewed journals;

16 (B) the results of professional consensus conferences
17 conducted or financed in whole or in part by one or more government
18 agencies;

19 (C) practice and treatment guidelines prepared or financed in
20 whole or in part by government agencies;

21 (D) government-issued coverage and treatment policies;

22 (E) generally accepted principles of professional medical
23 practice;

24 (F) to the extent that the agency determines them [IT] to be
25 free of any conflict of interest, the opinions of individuals who are qualified as
26 experts in one or more fields of health care that are directly related to the
27 matters under appeal;

28 (G) to the extent that the agency determines them [IT] to be
29 free of any conflict of interest, the results of peer reviews conducted by the
30 health care insurer [MANAGED CARE ENTITY] involved;

31 (H) the community standard of care; and

- 1 (I) anomalous utilization patterns;
- 2 (5) an external appeal agency shall determine
- 3 (A) whether a denial of a claim for benefits is an externally
- 4 appealable decision;
- 5 (B) whether an externally appealable decision involves an
- 6 expedited appeal; and
- 7 (C) for purposes of initiating an external review, whether the
- 8 internal appeal process has been completed;
- 9 (6) a party to an externally appealable decision may submit evidence
- 10 related to the issues in dispute;
- 11 (7) the health care insurer [MANAGED CARE ENTITY] involved
- 12 shall provide the external appeal agency with access to information and to provisions
- 13 of the policy [PLAN OR HEALTH INSURANCE COVERAGE] relating to the
- 14 matter of the externally appealable decision, as determined by the external appeal
- 15 agency; and
- 16 (8) a determination by the external appeal agency on the decision must
- 17 (A) be made orally or in writing and, if it is made orally, shall
- 18 be supplied to the parties in writing as soon as possible;
- 19 (B) be made in accordance with the medical exigencies of the
- 20 case involved, but in no event later than 21 working days after the appeal is
- 21 filed, or, in the case of an expedited appeal, 72 hours after the time of
- 22 requesting an external appeal of the health care insurer's [MANAGED
- 23 CARE ENTITY'S] decision;
- 24 (C) state, in layperson's language, the basis for the
- 25 determination, including, if relevant, any basis in the terms or conditions of the
- 26 policy [PLAN OR COVERAGE]; and
- 27 (D) inform the covered person of the individual's rights,
- 28 including any time limits, to seek further review by the courts of the external
- 29 appeal determination.
- 30 * **Sec. 14.** AS 21.07.050(e) is amended to read:
- 31 (e) If the external appeal agency reverses or modifies the denial of a claim for

benefits, the **health care insurer** [MANAGED CARE ENTITY] shall

(1) upon receipt of the determination, authorize benefits in accordance with that determination;

(2) take action as may be necessary to provide benefits, including items or services, in a timely manner consistent with the determination; and

(3) submit information to the external appeal agency documenting compliance with the agency's determination.

* **Sec. 15.** AS 21.07.050(h) is amended to read:

(h) In this section, "externally appealable decision"

(1) means

(A) a denial of a claim for benefits that is based in whole or in part on a decision that the item or service is not medically necessary or appropriate or is investigational or experimental, or in which the decision as to whether a benefit is covered involves a medical judgment; or

(B) a denial that is based on a failure to meet an applicable deadline for internal appeal under AS 21.07.020;

(2) does not include a decision based on specific exclusions or express limitations on the amount, duration, or scope of coverage that do not involve medical judgment, or a decision regarding whether an individual is a participant, beneficiary, or other covered person under the **policy** [PLAN OR COVERAGE].

* **Sec. 16.** AS 21.07.060 is amended to read:

Sec. 21.07.060. Qualifications of external appeal agencies. (a) An external appeal agency qualifies to consider external appeals if, with respect to a **health care insurance policy** [MANAGED CARE PLAN], the agency is certified by a qualified private standard-setting organization approved by the director or by a health insurer operating in this state as meeting the requirements imposed under (b) of this section.

(b) An external appeal agency is qualified to consider appeals of **health care insurance policy** [MANAGED CARE PLAN] health care decisions if the agency meets the following requirements:

(1) the agency meets the independence requirements of this section;

(2) the agency conducts external appeal activities through a panel of

1 two clinical peers, unless otherwise agreed to by both parties; and

2 (3) the agency has sufficient medical, legal, and other expertise and
3 sufficient staffing to conduct external appeal activities for the **health care insurer**
4 [MANAGED CARE ENTITY] on a timely basis consistent with this chapter.

5 (c) A clinical peer or other entity meets the independence requirements of this
6 section if

7 (1) the peer or entity does not have a familial, financial, or professional
8 relationship with a related party;

9 (2) compensation received by a peer or entity in connection with the
10 external review is reasonable and not contingent on any decision rendered by the peer
11 or entity;

12 (3) the **health care insurer has** [PLAN AND THE ISSUER HAVE]
13 no recourse against the peer or entity in connection with the external review; and

14 (4) the peer or entity does not otherwise have a conflict of interest with
15 a related party.

16 (d) In this section, "related party" means

17 (1) **a health care insurer or, with respect to group health care**
18 **insurance, a plan sponsor, including any officer, director, management employee,**
19 **or fiduciary of the health care insurer or the plan sponsor** [WITH RESPECT TO

20 (A) A MANAGED CARE PLAN, THE PLAN OR THE
21 INSURER OFFERING THE COVERAGE; OR

22 (B) INDIVIDUAL HEALTH INSURANCE COVERAGE,
23 THE INSURER OFFERING THE COVERAGE, OR ANY PLAN SPONSOR,
24 FIDUCIARY, OFFICER, DIRECTOR, OR MANAGEMENT EMPLOYEE
25 OF THE PLAN OR ISSUER];

26 (2) the health care professional that provided the health care involved
27 in the coverage decision;

28 (3) the institution at which the health care involved in the coverage
29 decision is provided;

30 (4) the manufacturer of any drug or other item that was included in the
31 health care involved in the coverage decision;

- 1 (5) the covered person; or
- 2 (6) any other party that, under the regulations that the director may
- 3 prescribe, is determined by the director to have a substantial interest in the coverage
- 4 decision.

5 * **Sec. 17.** AS 21.07.070 is amended to read:

6 **Sec. 21.07.070. Limitation on liability of reviewers.** An external appeal

7 agency qualifying under AS 21.07.060 and having a contract with a health care

8 insurer [MANAGED CARE ENTITY], and a person who is employed by the agency

9 or who furnishes professional services to the agency, may not be held by reason of the

10 performance of any duty, function, or activity required or authorized under this

11 chapter to have violated any criminal law, or to be civilly liable if due care was

12 exercised in the performance of the duty, function, or activity and there was no actual

13 malice or gross misconduct in the performance of the duty, function, or activity.

14 * **Sec. 18.** AS 21.07.080 is amended to read:

15 **Sec. 21.07.080. Religious nonmedical providers.** This chapter may not be

16 construed to

17 (1) restrict or limit the right of a health care insurer [MANAGED

18 CARE ENTITY] to include services provided by a religious nonmedical provider as

19 medical care services covered by the health care insurance policy [MANAGED

20 CARE PLAN];

21 (2) require a health care insurer [MANAGED CARE ENTITY],

22 when determining coverage for services provided by a religious nonmedical provider,

23 to

24 (A) apply medically based eligibility standards;

25 (B) use health care providers to determine access by a covered

26 person;

27 (C) use health care providers in making a decision on an

28 internal or external appeal; or

29 (D) require a covered person to be examined by a health care

30 provider as a condition of coverage; or

31 (3) require a health care insurance policy [MANAGED CARE

1 PLAN] to exclude coverage for services provided by a religious nonmedical provider
2 because the religious nonmedical provider is not providing medical or other data
3 required from a health care provider if the medical or other data is inconsistent with
4 the religious nonmedical treatment or nursing care being provided.

5 * **Sec. 19.** AS 21.07.250(12) is amended to read:

6 (12) "participating health care provider" means a health care provider
7 who has entered into an agreement with a **health care insurer** [MANAGED CARE
8 ENTITY] to provide services or supplies to a patient covered by a **health care**
9 **insurance policy** [MANAGED CARE PLAN];

10 * **Sec. 20.** AS 21.07.250(16) is amended to read:

11 (16) "utilization review" means a system of reviewing the medical
12 necessity, appropriateness, or quality of medical care services and supplies provided
13 under a **health care insurance policy** [MANAGED CARE PLAN] using specified
14 guidelines, including preadmission certification, the application of practice guidelines,
15 continued stay review, discharge planning, preauthorization of ambulatory procedures,
16 and retrospective review.

17 * **Sec. 21.** AS 21.07.250 is amended by adding a new paragraph to read:

18 (17) "health care insurer" has the meaning given in AS 21.54.500.

19 * **Sec. 22.** AS 21.09.020 is amended to read:

20 **Sec. 21.09.020. Exception from [EXCEPTIONS,] certificate of authority**
21 **requirement.** A certificate of authority is not required of an insurer, not otherwise
22 authorized in this state, **with** [IN] regard to

23 (1) transactions relative to its policies lawfully written in the state, or
24 liquidation of assets and liabilities of the insurer, [() other than collection of new
25 premiums, (), ALL AS] resulting from its former authorized operations in the state;

26 (2) related transactions subsequent to issuance of a policy covering
27 only subjects of insurance not resident, located, or expressly to be performed in the
28 state at time of issuance, and which coverage was lawfully solicited, written, and
29 delivered outside the state;

30 (3) transactions under surplus lines coverages lawfully written under
31 AS 21.34; [OR]

(4) reinsurance, except as to domestic reinsurers; or
(5) transactions relative to policies issued in another state, but only
if
(A) the insurer does not market insurance in this state;
(B) the laws of the state of issue apply to this state's
residents covered under the policies; and
(C) the insurer complies with other requirements the
director adopts by regulation to qualify for an exception under this
paragraph.

* **Sec. 23.** AS 21.09.200(e) is amended to read:

(e) An insurer shall pay to the division \$100 for each day the insurer fails to file a [THE ANNUAL] statement or report in the form and location required and within the time established in [(a) OF] this section. The authority of the insurer to enter into new obligations or issue new or renewal policies of insurance in this state may be suspended by the director if a statement or report required by this section [THE ANNUAL STATEMENT] has not been filed by the due date [MARCH 1].

* **Sec. 24.** AS 21.09.245(b) is amended to read:

(b) If an insurer changes the insurer's articles of incorporation, bylaws, business address, phone number, electronic mailing address, or other information maintained by the director, the insurer shall file a notice of the change with the director not later than 90 days after the effective date of the change.

* **Sec. 25.** AS 21.09 is amended by adding a new section to read:

Sec. 21.09.247. Biographical affidavits. A domestic insurer shall file with the director a complete affidavit of biographical information not later than 30 days after the appointment of an officer or director of the insurer. If requested by the director, a foreign insurer shall file with the director an affidavit of biographical information for the appointment of an officer or director of the insurer. A filing under this section must be on a form approved by the director. A filing is not required if a biographical affidavit of the officer or director has been submitted to the director within one year before the date of appointment. A biographical affidavit filed under this section is confidential and not subject to public inspection.

1 * **Sec. 26.** AS 21.09.320 is amended to read:

2 **Sec. 21.09.320. Maintenance of records.** (a) **A foreign** [AN] insurer
3 [DOMICILED IN A JURISDICTION OTHER THAN THIS STATE] shall keep at its
4 principal place of business a complete record of its assets, transactions, and affairs in
5 accordance with the methods and systems that are customary or suitable to the kind of
6 **business** [INSURANCE] transacted.

7 (b) To meet the requirements of (a) of this section, the insurer shall keep the
8 records **as required** [SPECIFIED] in AS 21.69.390(d) [FOR FIVE YEARS FROM
9 THE DATE THE RECORD WAS CREATED] or as required by the record
10 maintenance requirements of the insurer's domicile jurisdiction, whichever is longer.

11 * **Sec. 27.** AS 21.12.020(a) is amended to read:

12 (a) Credit for reinsurance transactions shall be allowed a domestic ceding
13 insurer as either an asset or a deduction from liability on account of reinsurance ceded
14 only with respect to cessions of a kind or class of business that the assuming insurer is
15 licensed or permitted to write or assume in its state of domicile or, in the case of a
16 United States branch of an alien assuming insurer, in the state through which it is
17 entered and licensed to transact insurance or reinsurance and only if the reinsurance is
18 ceded to an

19 (1) assuming insurer that is licensed to transact insurance or
20 reinsurance in this state;

21 (2) assuming insurer that is accredited as a reinsurer in this state; an
22 accredited reinsurer is one that

23 (A) files evidence of submission to this state's jurisdiction,
24 submits to this state's authority to examine its books and records under AS
25 21.06.120, is licensed to transact insurance or reinsurance in at least one state
26 that is accredited by the National Association of Insurance Commissioners, or,
27 in the case of a United States branch of an alien admitted insurer, is entered
28 through and licensed to transact insurance or reinsurance in at least one state
29 that is accredited by the National Association of Insurance Commissioners;

30 (B) maintains at least \$20,000,000 in policyholder surplus and
31 whose accreditation has not been denied by the director within 90 days after

1 application to the director, or maintains less than \$20,000,000 in policyholder
2 surplus and whose application for accreditation has been approved by the
3 director; and

4 (C) files annually with the director a copy of the reinsurer's
5 annual financial statement filed with the insurance department of the
6 reinsurer's state of domicile or state of entry and a copy of the reinsurer's most
7 recent audited financial statement;

8 (3) assuming insurer that is domiciled in a state, or, in the case of a
9 United States branch of an alien assuming insurer, is entered through a state accredited
10 by the National Association of Insurance Commissioners that employs standards
11 regarding credit for reinsurance ceded substantially similar to those applicable under
12 (1) and (2) of this subsection, the assuming insurer maintains a policyholder surplus of
13 at least \$20,000,000, and the assuming insurer submits to the authority of this state to
14 examine its books and records; the surplus requirements in this paragraph do not apply
15 to reinsurance ceded and assumed under a pooling arrangement among insurers in the
16 same holding company system;

17 (4) assuming alien insurer that

18 (A) maintains a trust fund in a qualified United States financial
19 institution for the payment of the valid claims of its United States **domiciled**
20 [POLICYHOLDERS AND] ceding insurers, and their assigns and successors
21 in interest, that conforms to the following requirements:

22 (i) the trust and each amendment to the trust shall be
23 established in a form approved by the insurance supervisory official of
24 the state where the trust is domiciled or the insurance supervisory
25 official of another state who, under the terms of the trust instrument,
26 has accepted responsibility for regulatory oversight of the trust; the
27 form of the trust and each trust amendment shall be filed with the
28 insurance supervisory official of every state in which the beneficiaries
29 of the trust are domiciled; the trust instrument must provide that
30 contested claims are valid and enforceable upon the final order of any
31 court of competent jurisdiction in the United States; the trust shall vest

1 legal title to its assets in the trustees of the trust for its United States
2 **domiciled** [POLICYHOLDERS AND] ceding insurers, their assigns,
3 and successors in interest; the trust and the assuming insurer are subject
4 to examination as determined by the director, and the assuming insurer
5 shall submit to examination of its books and records by the director and
6 bear the expense of examination; the trust must remain in effect for so
7 long as the assuming insurer has outstanding liabilities due under the
8 reinsurance agreements subject to the trust;

9 (ii) on or before March 1 of each year, the trustees shall
10 report in writing to the director on the balance of the trust and list the
11 trust's investments at the end of the preceding year, and shall certify the
12 date of termination of the trust, if so planned, or certify that the trust
13 does not expire before the following December 31;

14 (iii) in the case of a single assuming insurer, the trust
15 shall consist of trust **assets not less than** [MONEY REPRESENTING]
16 the assuming insurer's liabilities attributable to **reinsurance ceded by**
17 [BUSINESS WRITTEN IN] the United States **domiciled ceding**
18 **insurers** and, in addition, include a trust surplus of not less than
19 \$20,000,000 **for the benefit of the United States domiciled ceding**
20 **insurers as additional security for the liabilities covered by the**
21 **trust**; the single assuming insurer shall make available to the director
22 an annual certification of the insurer's solvency by an independent
23 certified public accountant or an accountant holding a substantially
24 equivalent designation as determined by the director;

25 (iv) in the case of a group, including incorporated and
26 individual unincorporated insurers, the trust shall consist of trust **assets**
27 [MONEY] representing the group's liabilities attributable to business
28 ceded by [THE] United States domiciled ceding insurers and, in
29 addition, include a trust surplus not less than \$100,000,000 held jointly
30 for the benefit of the United States domiciled ceding insurers **of** [OR]
31 any member of the group for all years of account **as additional**

1 security for the group's liabilities covered by the trust; the
2 incorporated members of the group may not be engaged in any business
3 other than underwriting as a member of the group and are subject to the
4 same level of solvency regulation and control by the group's
5 domiciliary regulator as are the unincorporated members; within 90
6 days after its financial statements are due to be filed with the group's
7 domiciliary regulator, the group shall make available to the director an
8 annual certification of the solvency of each insurer by the group's
9 domiciliary regulator or, if the certification is unavailable, financial
10 statements, prepared by an independent certified public accountant, or
11 an accountant holding a substantially equivalent designation as
12 determined by the director, for each underwriter member of the group;

13 (v) in the case of a group of incorporated insurers under
14 common administration that complies with the reporting requirements
15 contained in (ii) of this subparagraph, that has continuously transacted
16 an insurance business outside the United States for at least three years
17 immediately before making application for accreditation, that submits
18 to this state's authority to examine its books and records and bears the
19 expense of the examination, and that has aggregate policyholders'
20 surplus of \$10,000,000,000, the trust shall consist of trust assets [BE]
21 in an amount not less than [EQUAL TO] the group's several liabilities
22 attributable to business ceded by United States domiciled ceding
23 insurers to a member of the group under reinsurance contracts issued in
24 the name of the group, and the group shall maintain a joint trustee
25 surplus, of which \$100,000,000 shall be held jointly for the benefit of
26 United States domiciled ceding insurers of a member of the group as
27 additional security for the group's liabilities covered by the trust, and,
28 within 90 days after its financial statements are due to be filed with the
29 group's domiciliary regulator, each member of the group shall make
30 available to the director an annual certification of the underwriter
31 member's solvency by the member's domiciliary regulator and financial

1 statement of each underwriter member prepared by its independent
2 certified public accountant, or an accountant holding a substantially
3 equivalent designation as determined by the director; and

4 (B) reports annually to the director information substantially
5 the same as that required to be reported on the National Association of
6 Insurance Commissioners' annual statement form by licensed insurers to
7 enable the director to determine the sufficiency of the trust fund;

8 (5) assuming insurer that does not meet the requirements of (1) - (4) of
9 this subsection, but only with respect to the insurance of risks located in jurisdictions
10 where the reinsurance is required by applicable law or regulation of that jurisdiction.

11 * **Sec. 28.** AS 21.12.050(b) is amended to read:

12 (b) Health care insurance means that part of health insurance that provides,
13 delivers, arranges for, pays for, or reimburses any of the costs of [BENEFITS
14 FOR] medical care [WHETHER PROVIDED DIRECTLY, THROUGH
15 REIMBURSEMENT, OR OTHER METHOD].

16 * **Sec. 29.** AS 21.14.200(4) is amended to read:

17 (4) "company action level event" means a report, an adjusted report
18 that has not been challenged, or an adjusted report for which a challenge has been
19 rejected [,] that is filed under AS 21.14.010 and that indicates that

20 (A) an insurer's total adjusted capital is greater than or equal to
21 its regulatory action level risk based capital but is less than its company action
22 level risk based capital; [OR]

23 (B) if a life and health insurer, the insurer has total adjusted
24 capital that is greater than or equal to the insurer's company action level risk
25 based capital but is less than 250 percent of the insurer's authorized control
26 level risk based capital and that has a negative trend; or

27 (C) if a property and casualty insurer or health
28 organization, the insurer or organization has total adjusted capital that is
29 greater than or equal to the company action level risk based capital but is
30 less than 300 percent of its authorized control level risk based capital and
31 that has a negative trend;

1 * **Sec. 30.** AS 21.14.200(9) is amended to read:

2 (9) "life and health insurer"

3 (A) means an insurer who transacts life insurance as defined in
4 AS 21.12.040 or health insurance as defined in AS 21.12.050 **and who filed**
5 **with the director the National Association of Insurance Commissioners**
6 **Life Risk-Based Capital Report;**

7 (B) does not include a benevolent association under AS 21.72,
8 a fraternal benefit society under AS 21.84, a health maintenance organization
9 under AS 21.86, or a hospital or medical service corporation under AS 21.87;

10 * **Sec. 31.** AS 21.14.200(12) is amended to read:

11 (12) "negative trend" for a life and health insurer, **a property and**
12 **casualty insurer, and a health organization** means a negative trend over a period of
13 time, as determined by the "trend test calculation" in the risk based capital
14 instructions;

15 * **Sec. 32.** AS 21.14.200(13) is amended to read:

16 (13) "property and casualty insurer" means an insurer who transacts
17 health insurance as defined in AS 21.12.050, property insurance as defined in AS
18 21.12.060, casualty insurance as defined in AS 21.12.070, surety insurance as defined
19 in AS 21.12.080, marine or wet marine and transportation insurance as defined in AS
20 21.12.090, or mortgage guaranty insurance as defined in AS 21.12.110 **and who filed**
21 **with the director the National Association of Insurance Commissioners Property**
22 **and Casualty Risk-Based Capital Report;**

23 * **Sec. 33.** AS 21.14.200 is amended by adding a new paragraph to read:

24 (21) "health organization" means a health maintenance organization,
25 limited health service organization, dental or vision plan, hospital, medical and dental
26 indemnity or service corporation, or other managed care organization holding a
27 certificate of authority under AS 21.86 or AS 21.87, or a company that writes
28 primarily health insurance as defined in AS 21.12.050 and filed with the director the
29 National Association of Insurance Commissioners Health Risk-Based Capital Report.

30 * **Sec. 34.** AS 21.22.060(k) is amended to read:

31 (k) An insurer subject to registration under (a) of this section shall register

1 annually by **May 1** [APRIL 1] of each year for the previous calendar year unless, for
2 good cause shown, the director extends the time for registration. The director may
3 require an insurer that is allowed to register as provided under (c) of this section [,] to
4 furnish a copy of

- 5 (1) the registration statement;
- 6 (2) the summary specified in (l) of this section; or
- 7 (3) other information filed by the insurer with the insurance regulatory
8 authority of the insurer's state of domicile.

9 * **Sec. 35.** AS 21.27.020(b) is amended to read:

10 (b) To qualify for issuance or renewal of an individual [OR INDIVIDUAL IN
11 THE FIRM] license, an applicant or licensee shall comply with this title and
12 regulations adopted under AS 21.06.090 and

- 13 (1) shall be 18 years of age or older;
- 14 (2) if for a resident license, shall be a bona fide resident before
15 issuance of the license and actually reside in the state;
- 16 (3) shall successfully pass an examination required under AS
17 21.27.060;
- 18 (4) shall be a trustworthy person;
- 19 (5) may not use or intend to use the license for the purpose principally
20 of writing controlled business, as defined in AS 21.27.030;
- 21 (6) may not have committed an act that is a cause for denial,
22 nonrenewal, suspension, or revocation of a license in this state or another jurisdiction.

23 * **Sec. 36.** AS 21.27.020(c) is amended to read:

24 (c) To qualify for issuance or renewal of a license as a firm insurance
25 producer, a firm managing general agent, a firm reinsurance intermediary broker, a
26 firm reinsurance intermediary manager, a firm surplus lines broker, or a firm
27 independent adjuster, an applicant or licensee shall

- 28 (1) comply with (b)(4) and (5) of this section;
- 29 (2) maintain a lawfully established place of business in this state,
30 except when licensed as a nonresident under AS 21.27.270;
- 31 (3) designate one or more compliance officers for the firm;

1 (4) provide to the director documents necessary to verify the
2 information contained in or made in connection with the application; and

3 (5) notify the director, in writing, within 30 days of a change in the
4 firm's compliance officer [OR OF THE TERMINATION OF EMPLOYMENT OF
5 AN INDIVIDUAL IN THE FIRM LICENSEE].

6 * **Sec. 37.** AS 21.27.025 is repealed and reenacted to read:

7 **Sec. 21.27.025. Required notice of licensee.** (a) A licensee shall notify the
8 director in writing within 30 days after a change in residence, place of business, legal
9 name, fictitious name or alias, mailing address, electronic mailing address, or
10 telephone number. A licensee shall report to the director in writing any administrative
11 action taken against the licensee by a governmental agency of another state or by a
12 governmental agency of another jurisdiction within 30 days after the final disposition
13 of the action. A licensee shall submit to the director the final order and other relevant
14 legal documents in the action. A licensee shall report to the director any criminal
15 prosecution of the licensee in this or another state or jurisdiction within 30 days after
16 the date of filing of the criminal complaint, indictment, information, or citation in the
17 prosecution. The licensee shall submit to the director a copy of the criminal complaint,
18 calendaring order, and other relevant legal documents in the prosecution.

19 (b) In addition to any other penalty provided by law, a failure to notify the
20 director as required by this section is cause for denial, nonrenewal, suspension, or
21 revocation of a license.

22 * **Sec. 38.** AS 21.27.040(e) is amended to read:

23 (e) As part of the application required by (a) of this section, **a resident** [AN]
24 applicant shall furnish to the director a full set of fingerprints and the fees required by
25 the Department of Public Safety under AS 12.62.160 for criminal justice information
26 and a national criminal history record check so that the director may obtain criminal
27 justice information as provided under AS 12.62 about the applicant. The director shall
28 submit the completed fingerprint card and fees to the Department of Public Safety for
29 a report of criminal justice information under AS 12.62 and a national criminal history
30 record check under AS 12.62.400.

31 * **Sec. 39.** AS 21.27.100(c) is amended to read:

1 (c) An individual **who has entered into an employment contract with a**
2 **licensed** [IN A FIRM WHO ACTS SOLELY ON BEHALF OF A] firm that is
3 appointed as an agent or a managing general agent on behalf of an admitted insurer
4 under this section may not be required to also have an appointment under this section
5 if the individual **has entered into an employment contract** [IN THE FIRM IS
6 LICENSED] with that firm for a specific class of authority.

7 * **Sec. 40.** AS 21.27.140(b) is amended to read:

8 (b) A firm may not be licensed as an insurance producer, managing general
9 agent, reinsurance intermediary broker, reinsurance intermediary manager, surplus
10 lines broker, or independent adjuster, or transact insurance unless each individual
11 employed **by the firm** as an insurance producer, managing general agent, surplus lines
12 broker, trainee independent adjuster, or independent adjuster [BY THE FIRM] is
13 licensed **and has entered into an employment contract with the firm** [AS AN
14 INDIVIDUAL IN THE FIRM].

15 * **Sec. 41.** AS 21.27 is amended by adding a new section to read:

16 **Sec. 21.27.215. Employment contracts.** (a) A firm may enter into an
17 employment contract with a licensed individual to conduct business under the
18 supervision of and in the name of the firm. The employment contract must be in
19 writing and must specify the lines and classes of authorities of the individual and the
20 firm. The individual and the firm shall retain a copy of the contract and shall reply in
21 writing within three working days to an inquiry of the director regarding any business
22 transacted by the individual and the firm.

23 (b) The firm shall examine the credentials of the individual to determine that
24 the individual is licensed to conduct the kinds of business described in the contract.

25 (c) A licensed individual may, if authorized by the firm and an insurer for
26 which the firm is an agent, issue on the firm's behalf contracts of insurance in
27 accordance with a written agency employment contract.

28 (d) A firm shall be responsible for the actions of an individual transacting
29 insurance under the firm's employment contracts. In any disciplinary proceeding under
30 this title, the existence of the employment contract shall be prima facie evidence that
31 the firm knew of the activities of the individual.

1 (e) The individual and the firm shall maintain a current list of all of their
2 respective contracts that identifies, for each contract, the parties to the contract, the
3 parties' mailing addresses, electronic mailing addresses, and telephone numbers, and
4 the parties' license numbers, and the effective and termination dates of employment.

5 (f) A licensee shall retain the records of an employment contract and make the
6 records available for examination and inspection by the director, at any business time
7 during the five years immediately following the date of the termination of the
8 employment contract unless the director orders a longer period of retention. If the
9 licensee assumes the business of another licensee or former licensee by merger,
10 purchase, or otherwise, the requirements of AS 21.27.350(c) apply.

11 * **Sec. 42.** AS 21.27.350(e) is amended to read:

12 (e) A licensee shall reply in writing within 10 working days to a records
13 inquiry of the director. The director may inspect or request summary or detailed copies
14 of records for examination by the division. Accounting and financial records inspected
15 or examined under this section are confidential when in the possession of the division,
16 but may be used by the director in a proceeding against the licensee. For purposes of
17 this section, the records of a firm shall include and be considered the records of an
18 individual licensee **who has entered into an employment contract with the firm**
19 **[ACTING ON BEHALF OF THE FIRM]**.

20 * **Sec. 43.** AS 21.27.360(f) is amended to read:

21 (f) This section does not apply to an individual **licensee who has entered into**
22 **an employment contract with a** [IN THE] firm **and** who acts solely on behalf of a
23 firm that maintains compliance with this section.

24 * **Sec. 44.** AS 21.27.790 is amended to read:

25 **Sec. 21.27.790. Surplus lines broker qualifications.** In addition to the general
26 qualifications under AS 21.27.020, to qualify for issuance or for renewal of a **resident**
27 surplus lines broker license, an applicant or licensee shall

28 (1) be licensed as either an insurance producer or managing general
29 agent for property and casualty lines of authority;

30 (2) if required by the director by regulation, maintain a bond as
31 described in AS 21.27.190 in an amount acceptable to the director that requires the

1 surplus lines broker to conduct business under this title, promptly remit the taxes and
2 fees required by law, return premiums promptly when due, and pay proper losses
3 promptly;

4 (3) if the director requires, maintain an errors and omissions insurance
5 policy acceptable to the director.

6 * **Sec. 45.** AS 21.27.900(22) is amended to read:

7 (22) "resident" means

8 (A) for an individual [OR AN INDIVIDUAL IN THE FIRM],
9 a natural person who is domiciled in this state, whose principal place of
10 business is in this state, who has a present intent to remain in this state while
11 licensed, and who manifests that intent by establishing an ongoing physical
12 presence in this state;

13 (B) for a firm, a person whose principal place of business is in
14 this state;

15 * **Sec. 46.** AS 21.33.055(a) is repealed and reenacted to read:

16 (a) Except as to premiums on lawfully procured surplus lines insurance
17 exported under AS 21.34 and premiums on independently procured insurance on
18 which a tax has been paid under AS 21.33.061, every nonadmitted insurer shall pay to
19 the director, on or before March 1 following the calendar year in which the insurance
20 was procured, continued, or renewed, a premium-receipts tax of 3.7 percent of gross
21 premiums written for the insurance other than wet marine and transportation insurance
22 and a premium-receipts tax of three-fourths of one percent of gross premiums charged
23 for the wet marine and transportation insurance if the insured's home state is this state.
24 If the insurance covers properties, risks, or exposures located or to be performed both
25 in and out of this state, the tax payable shall be computed based on an amount equal to
26 that portion of the gross premiums allocated under (b) of this section to this state, plus
27 an amount equal to the portion of the premiums allocated under (b) of this section to
28 other properties, risks, or exposures located or to be performed outside of this state.
29 The insurance on subjects resident, located, or to be performed in this state procured
30 through negotiations or an application, in whole or in part occurring or made in or
31 from in or out of this state, or for which premiums in whole or in part are remitted

1 directly or indirectly from in or out of this state, shall be considered to be insurance
2 procured or continued or renewed in this state. The tax paid by the insurer under this
3 section is in lieu of all insurer taxes and fire department dues. In this subsection,
4 "premium" includes all premiums, membership fees, assessments, dues, and any other
5 consideration for insurance.

6 * **Sec. 47.** AS 21.33.055 is amended by adding a new subsection to read:

7 (d) On default of a nonadmitted insurer in the payment of the tax, the insured
8 shall pay the tax within 30 days after written notice from the director of the default by
9 the nonadmitted insurer. If the tax prescribed by this section is not paid by the
10 nonadmitted insurer within the time stated or by the insured within the time stated
11 after notice of default by the nonadmitted insurer, the tax may be increased by

12 (1) a late payment fee of \$1,000 or 10 percent of the tax due,
13 whichever is greater;

14 (2) interest at the rate of one percent a month or part of a month from
15 the date the payment was originally due to the date paid; and

16 (3) a penalty not to exceed \$100 a day or 25 percent of the tax due,
17 whichever is greater, from the date the payment was due to the date paid.

18 * **Sec. 48.** AS 21.33.061(c) is repealed and reenacted to read:

19 (c) If the insured's home state is this state, the insured shall pay to the director,
20 on or before March 1 following the calendar year in which the insurance was
21 procured, continued, or renewed, a tax of 3.7 percent of the gross premiums paid for
22 the insurance other than wet marine and transportation insurance, less any return
23 premiums. For wet marine and transportation insurance, if the insured's home state is
24 this state, the insured shall pay to the director a tax of three-fourths of one percent of
25 the gross premiums paid for the wet marine and transportation insurance. If the
26 insurance covers properties, risks, or exposures located or to be performed both in and
27 out of this state, the tax payable shall be computed based on an amount equal to that
28 portion of the gross premiums allocated under (d) of this section to this state, plus an
29 amount equal to the portion of the premiums allocated under (d) of this section to
30 other properties, risks, or exposures located or to be performed outside of this state. In
31 the event of cancellation and rewriting of the insurance contract, the additional

1 premium for tax purposes is the premium in excess of the unearned premium of the
2 cancelled insurance contract. In this subsection, "premium" includes all premiums,
3 membership fees, assessments, dues, and any other consideration for insurance.

4 * **Sec. 49.** AS 21.33.061 is amended by adding a new subsection to read:

5 (j) If the tax payable under (c) of this section is not paid within the time stated,
6 the tax may be increased by

7 (1) a late payment fee of \$1,000 or 10 percent of the tax due,
8 whichever is greater;

9 (2) interest at the rate of one percent a month or part of a month from
10 the date the payment was due to the date paid; and

11 (3) a penalty not to exceed \$100 a day or 25 percent of the tax due,
12 whichever is greater, from the date the payment was due to the date paid.

13 * **Sec. 50.** AS 21.33 is amended by adding a new section to read:

14 **Sec. 21.33.063. Agreements with other states.** The director is authorized to
15 participate in an agreement with another state for the purposes of collecting and
16 disbursing to the other state any premium tax collected under this chapter and payable
17 to the other state and for receiving from the other state premium tax it has collected
18 and is owed to this state. To the extent that another state where a portion of the
19 properties, risks, or exposures reside has failed to enter into an agreement with this
20 state, the director shall retain all of the net premium tax collected by this state.

21 * **Sec. 51.** AS 21.34.020(b) is repealed and reenacted to read:

22 (b) If a policyholder meets the standards of an exempt commercial purchaser
23 under this title and regulations adopted by the director, insurance may be procured
24 from a surplus lines broker without complying with (a)(2), (3), and (4) of this section
25 if

26 (1) the broker procuring or placing the surplus lines insurance has
27 disclosed to the exempt commercial purchaser that the insurance may or may not be
28 available from the admitted market that may provide greater protection with more
29 regulatory oversight; and

30 (2) the exempt commercial purchaser has subsequently requested in
31 writing that the broker procure or place the insurance from a nonadmitted insurer.

1 * **Sec. 52.** AS 21.34.040(c) is amended to read:

2 (c) A nonadmitted insurer may be eligible to provide coverage in this state if it
3 qualifies under one of the following:

4 (1) a foreign but nonalien stock insurer may qualify under this
5 subsection if it has the minimum unimpaired basic capital and additional surplus equal
6 to that required in its domiciliary jurisdiction, or maintains [\$10,000,000 AS OF
7 DECEMBER 31, 1991, \$12,500,000 AS OF DECEMBER 31, 1992, AND]
8 \$15,000,000 [AS OF DECEMBER 31, 1993], whichever is greater;

9 (2) a foreign but nonalien mutual insurer, a reciprocal insurer, or a
10 mutual protection and indemnity association may qualify under this subsection if it has
11 the minimum unimpaired basic surplus and additional surplus equal to that required in
12 its domiciliary jurisdiction or maintains [\$10,000,000 AS OF DECEMBER 31, 1991,
13 \$12,500,000 AS OF DECEMBER 31, 1992, AND] \$15,000,000 [AS OF
14 DECEMBER 31, 1993], whichever is greater;

15 (3) an alien insurer other than an alien mutual protection and
16 indemnity association may qualify under this subsection if it meets the minimum
17 requirements in (1) or (2) of this subsection and maintains in the United States an
18 irrevocable trust fund in an amount not less than \$2,500,000 in a solvent federally
19 insured bank acceptable to the director, as security to the full amount, for the
20 protection of all its policyholders and creditors of each member of the mutual insurer,
21 reciprocal insurer, or mutual protection and indemnity association in the United States;
22 the trust fund must consist of instruments of substantially the same character and
23 quality as those that are eligible investments for the capital and statutory reserves of
24 admitted insurers authorized to write like kinds of insurance in this state or of
25 irrevocable, clean, and unconditional letters of credit; the trust fund must have an
26 expiration date that at no time is less than five years;

27 (4) a Lloyd's syndicate or an insurer belonging to a similar group,
28 including incorporated and individual unincorporated insurers, may qualify if it
29 maintains a trust fund jointly and severally with the other members of the group in an
30 amount not less than \$50,000,000, as security to the full amount, for the protection of
31 all policyholders and creditors of each member of the group in the United States; the

1 incorporated members may not be engaged in any business other than underwriting as
2 a member of the group and shall be subject to the same level of solvency regulation
3 and control by the group's domiciliary regulator as are the unincorporated members;
4 the trust fund must consist of instruments of substantially the same character and
5 quality as those that are eligible investments for the capital and statutory reserves of
6 admitted insurers authorized to write like kinds of insurance in this state or of
7 irrevocable, clean, and unconditional letters of credit; the trust fund must have an
8 expiration date that at no time is less than five years;

9 (5) each syndicate or insurer belonging to an insurance exchange
10 created by the laws of individual states may qualify if the insurance exchange
11 maintains capital and surplus, or the substantial equivalent, of not less than
12 \$50,000,000 in the aggregate; for insurance exchanges that maintain funds for the
13 protection of all insurance exchange policyholders, each individual syndicate shall
14 maintain minimum capital and surplus, or the substantial equivalent, of not less than
15 \$3,000,000; in the event the insurance exchange does not maintain funds for the
16 protection of all its policyholders, each individual syndicate shall meet the minimum
17 requirements of (1) or (2) of this subsection;

18 (6) an alien mutual protection and indemnity association may qualify
19 under this subsection if it has the minimum unimpaired basic capital and additional
20 surplus equal to that required in its domiciliary jurisdiction or \$10,000,000, whichever
21 is greater, and maintains in the United States an irrevocable trust fund in an amount
22 not less than \$1,000,000 in a federally insured bank acceptable to the director, as
23 security to the full amount, for the protection of all its policyholders and creditors or
24 each member of the mutual protection and indemnity association in the United States;
25 the trust fund must consist of instruments of substantially the same character and
26 quality as those that are eligible investments for the capital and statutory reserves of
27 admitted insurers authorized to write wet marine and transportation insurance in this
28 state or of irrevocable, clean, and unconditional letters of credit; the trust fund must
29 have an expiration date that at no time is less than five years;

30 **(7) an insurer not domiciled in the United States or its territories**
31 **qualifies under this subsection if it is listed on the Quarterly Listing of Alien**

1 **Insurers maintained by the National Association of Insurance Commissioners**
2 **International Insurers Department.**

3 * **Sec. 53.** AS 21.34.040 is amended by adding new subsections to read:

4 (f) If an insurer has less than the minimum capital and surplus required in (c)
5 of this section, the insurer may satisfy the requirements of this section upon an
6 affirmative finding of acceptability by the director. The director's finding must be
7 based on factors including quality of management, capital and surplus of any parent
8 company, company underwriting profit and investment income trends, market
9 availability, and company record and reputation within the industry. The director may
10 not make an affirmative finding of acceptability when the nonadmitted insurer's
11 capital and surplus is less than \$4,500,000.

12 (g) The director may participate in interstate agreements formed for the
13 purpose of developing additional and alternative nationwide uniform eligibility
14 requirements that are applicable to nonadmitted insurers domiciled in another state or
15 territory of the United States.

16 * **Sec. 54.** AS 21.34.080(a) is amended to read:

17 (a) A surplus lines broker shall execute and file with the [MONTHLY] report
18 required by AS 21.34.170 a written report, which shall be kept confidential, regarding
19 each surplus lines insurance transaction occurring in the preceding **period**
20 [CALENDAR MONTH]. The report must include

- 21 (1) the name and address of the insured;
- 22 (2) the identity of each insurer including the National Association of
23 Insurance Commissioners company number and the percentage of coverage provided
24 by each;
- 25 (3) a complete description of the subject and location of the risk;
- 26 (4) the amount of gross premium written for the insurance; and
- 27 (5) other information required by the director.

28 * **Sec. 55.** AS 21.34.170(a) is amended to read:

29 (a) A surplus lines broker shall file with the director [ON OR BEFORE THE
30 END OF EACH MONTH], on forms prescribed by the director, a report of all surplus
31 lines insurance, by type of insurance as required to be reported in the annual statement

1 that must be filed with the director by admitted insurers. The report must include all
2 surplus lines insurance transactions during the preceding **period** [CALENDAR
3 MONTH] showing the aggregate gross premiums written, the aggregate return
4 premiums, the amount of aggregate tax remitted to this state, and the amount of
5 aggregate tax remitted to each other state for which an allocation is made under AS
6 21.34.180. **The forms shall be filed quarterly on March 1, June 1, September 1,**
7 **and December 1 of each year.**

8 * **Sec. 56.** AS 21.34.180 is repealed and reenacted to read:

9 **Sec. 21.34.180. Surplus lines tax.** (a) In addition to collecting the full amount
10 of gross premiums written by an insurer for surplus lines insurance, the surplus lines
11 broker shall collect and pay to the director a tax of 2.7 percent on the net premium,
12 which is the total gross premiums written, less any return premiums, for the insurance.
13 Where the insurance covers properties, risks, or exposures located or to be performed
14 both in and out of this state, the tax payable shall be computed based on an amount
15 equal to 2.7 percent on that portion of the net premiums allocated under (f) of this
16 section to this state, plus an amount equal to the portion of the premiums allocated
17 under (f) of this section to other states or territories based on the tax rates and fees
18 applicable to other properties, risks, or exposures located or to be performed outside of
19 this state.

20 (b) The surplus lines broker may not absorb the tax or any part of it and may
21 not rebate, for any reason, any part of the tax.

22 (c) If, under AS 21.09.210, an admitted insurer is required to collect and pay
23 premium tax on a portion of a subscription policy, the surplus lines broker is not
24 required to collect any amount that would constitute double taxation of that portion of
25 the insurance.

26 (d) The director may participate in an agreement with another state formed for
27 the purpose of collecting and disbursing to a remitting state any funds collected under
28 (a) of this section applicable to other properties, risks, or exposures located or to be
29 performed outside of this state. To the extent that another state where a portion of the
30 properties, risks, or exposures resides has failed to enter into an agreement with this
31 state, the director shall retain all of the net premium tax collected by this state.

1 (e) At the time of filing the quarterly report as set out in AS 21.34.170, each
2 surplus lines broker shall pay the premium tax due for transactions occurring during
3 the period covered by the report. The tax must be paid by electronic or other means as
4 specified by the director.

5 (f) In determining the amount of premiums taxable in this state, all premiums
6 written, procured, or received in this state shall be considered written on properties,
7 risks, or exposures located or to be performed in this state except premiums that are
8 properly allocated or apportioned and reported as taxable premiums of a remitting
9 state. Allocation of the amount of premiums taxable for surplus lines insurance
10 covering properties, risks, or exposures only partially located or to be performed in
11 this state shall be determined by reference to an allocation schedule established by
12 regulation adopted by the director subject to the following:

13 (1) if a policy covers more than one classification, the following apply:

14 (A) for any portion of the coverage identified by a
15 classification on the allocation schedule, the tax shall be computed by using the
16 allocation schedule for the corresponding portion of the premium;

17 (B) for any portion of the coverage not identified by a
18 classification on the allocation schedule, the tax shall be computed by using an
19 alternative equitable method of allocation for the property or risk;

20 (C) for any portion of the coverage where the premium is
21 indivisible, the tax shall be computed by using the method of allocation that
22 pertains to the classification describing the predominant coverage;

23 (2) if the information provided by the surplus lines broker is
24 insufficient to substantiate the method of allocation used by the surplus lines broker,
25 or if the director determines that the broker's method is incorrect, the director shall
26 determine the equitable and appropriate amount of tax due to this state as follows:

27 (A) by use of the allocation schedule if the risk is appropriately
28 identified in the schedule;

29 (B) if the allocation schedule does not identify a classification
30 appropriate to the coverage, the director may give significant weight to
31 documented evidence of the underwriting bases and other rating criteria used

1 by the insurer; the director may also consider other available information to the
2 extent sufficient and relevant, including the percentage of the insured's
3 physical assets in this state, the percentage of the insured's sales in this state,
4 the percentage of income or resources derived from this state, and the amount
5 of premium tax paid to another jurisdiction for the policy.

6 (g) If the amount of tax due under (a) of this section is less than \$50 in any
7 jurisdiction, the tax must be paid in the jurisdiction in which the reports and summary
8 of exported business are filed.

9 (h) The director shall, at least annually, furnish to the commissioner of a
10 remitting state a copy of all filings reporting an allocation of taxes required by this
11 section.

12 (i) This section does not apply to insurance of risks of state government or its
13 political subdivisions, to an agency of state government or its political subdivisions, or
14 to insurance of aircraft primarily engaged in interstate or foreign commerce.

15 (j) A surplus lines broker shall pay to the division a late payment fee of \$50 a
16 month plus five percent of the tax due each calendar month or part of a month during
17 which the broker fails to pay the full amount of the tax or a portion of the tax and
18 interest at the rate of one percent of the tax due each calendar month or part of a
19 month for the period the broker fails to pay the tax. The late payment fee, not
20 including interest, may not exceed \$250 plus 25 percent of the tax due. The tax
21 payment shall be made in the form required by the director, or a penalty shall be added
22 to the tax equal to 25 percent of the tax due, not to exceed \$2,000, with a minimum
23 penalty of \$100. In addition to any other penalty provided by law, if the provisions of
24 this section are wilfully violated, a civil penalty may be assessed of not more than
25 \$10,000. The director may suspend or revoke the license of a broker that fails to pay
26 its taxes, a penalty, or a late payment fee required under this section.

27 * **Sec. 57.** AS 21.34.190(a) is amended to read:

28 (a) The fee for filing the statement under **AS 21.34.180(e)** [AS 21.34.180(b)]
29 is an amount equal to one percent on gross premium charged less any return premiums
30 as reported on the statement. The surplus lines broker shall pay the fee at the time of
31 filing of the statement.

1 * **Sec. 58.** AS 21.34.900 is amended by adding new paragraphs to read:

2 (10) "affiliate" or "affiliated" means, with respect to an insured, any
3 entity that controls, is controlled by, or is under common control with the insured;

4 (11) "affiliated group" means any group of entities that are all
5 affiliated;

6 (12) "control" means, for purposes of an entity having "control" over
7 another entity,

8 (A) the entity, directly or indirectly or acting through one or
9 more other persons, owns, controls, or has the power to vote 25 percent or
10 more of any class of voting securities of the other entity; or

11 (B) the entity controls, in any manner, the election of a
12 majority of the directors or trustees of the other entity;

13 (13) "exempt commercial purchaser" has the meaning given under 15
14 U.S.C. 8206 (Nonadmitted and Reinsurance Reform Act of 2010);

15 (14) "home state," for purposes of determining the home state of an
16 insured in a multistate placement of nonadmitted insurance, is defined as follows:

17 (A) except as provided in (B) of this paragraph, "home state"
18 means, with respect to an insured,

19 (i) the state in which an insured maintains its principal
20 place of business or, in the case of an individual, the individual's
21 principal residence; or

22 (ii) if 100 percent of the insured risk is located out of
23 the state referred to in (i) of this subparagraph, the state to which the
24 greatest percentage of the insured's taxable premium for that insurance
25 contract is allocated;

26 (B) if two or more insureds from an affiliated group are named
27 insureds on a single policy, "home state" under (A) of this paragraph is based
28 on the member of the affiliated group that has the largest percentage of
29 premium attributed to it under the insurance contract;

30 (C) for purposes of (A) of this paragraph, the principal place of
31 business of an insured is the state where the insured maintains its headquarters

1 and where the insured's high-level officers direct control and coordinate the
2 business activities of the insured;

3 (15) "remitting state" means a state that has entered into an agreement
4 with this state for remitting to this state any premium tax collected by the other state
5 on premiums allocated to properties, risks, or exposures located in this state.

6 * **Sec. 59.** AS 21.36 is amended by adding a new section to read:

7 **Sec. 21.36.225. Notice of health insurance coverage cancellation, coverage**
8 **change, or premium change.** (a) Except for a health care insurance policy subject to
9 AS 21.51.400 or AS 21.54.130, an insurer may not cancel a health insurance policy
10 unless the insurer provides written notice to a covered individual at least 45 days
11 before the effective date of the cancellation.

12 (b) An insurer shall provide written notice to a covered individual of changes
13 in coverage or premium at least 45 days before the effective date of the change in
14 coverage or premium.

15 * **Sec. 60.** AS 21.36.360(q) is amended to read:

16 (q) A fraudulent or criminal insurance act described in

17 (1) (b) of this section that is committed to obtain \$10,000 or more is a
18 class B felony;

19 (2) **(c), (d), or (p)(4)** [(c) OR (d)] of this section is a class B felony;

20 (3) (b) of this section that is committed to obtain \$500 or more but less
21 than \$10,000 is a class C felony;

22 (4) (e), (f), (g), or (h), of this section is a class C felony;

23 (5) (b) of this section that is committed to obtain less than \$500 is a
24 class A misdemeanor;

25 (6) (i), (j), (k), (l), (m), or (n) of this section is a class A misdemeanor;

26 (7) (o) of this section is a class B misdemeanor;

27 (8) (p)(1) of this section is a class B misdemeanor unless another
28 specific penalty is provided for the violation of the provision; and

29 (9) **(p)(2) and (3)** [(p)(2) - (4)] of this section may be prosecuted under
30 AS 11.46.

31 * **Sec. 61.** AS 21.45.020 is amended by adding new subsections to read:

1 (c) A life insurance policy or annuity contract delivered or issued for delivery
2 in this state and each life insurance policy or annuity contract application must contain
3 a notice prominently printed on or attached to the first page stating

4 (1) on written request, an insurer is required to provide, within a
5 reasonable time, reasonable factual information regarding the benefits and provisions
6 of the policy or contract to the policy or contract holder; and

7 (2) if, for any reason, the policy or contract holder is not satisfied with
8 the policy or contract, the policy or contract holder may return the policy or contract
9 within 10 days after the policy or contract is delivered and, except as provided in (d)
10 of this section, receive a refund of all money paid.

11 (d) For a variable life insurance policy or variable annuity contract, the refund
12 under (c) of this section must equal the sum of

13 (1) the difference between the premiums paid, including any policy or
14 contract fees or other charges; and

15 (2) the amounts allocated to any separate accounts under the policy or
16 contract on the date the returned policy is received by the insurer or its insurance
17 producer.

18 * **Sec. 62.** AS 21.51.405 is amended by adding new subsections to read:

19 (b) An insurer shall file with the director the premium rates charged for an
20 individual health care insurance plan before using them. A premium rate or premium
21 rate change must be on file with the director for a waiting period of at least 45 days
22 before the effective date of the premium rate. That period may be extended by the
23 director or the insurer for an additional 15 days if, during the initial 45-day waiting
24 period, notice is given stating that additional time for consideration of the filing is
25 needed. A filing may become effective at the end of the waiting period unless
26 disapproved by the director during the waiting period. If an insurer fails to provide
27 information requested by the director during the waiting period, the filing is
28 considered withdrawn by the insurer, and the premium rate does not become effective.

29 (c) The director shall adopt regulations

30 (1) establishing procedures for filing and use of rates; and

31 (2) specifying information that must be submitted in a filing required

1 under (b) of this section.

2 * **Sec. 63.** AS 21.53.020 is amended to read:

3 **Sec. 21.53.020. Disclosure and performance standards.** An insurer, hospital
4 or medical service corporation, or [A] fraternal benefit society that delivers or issues
5 for delivery a long-term care insurance policy may not

6 (1) cancel, fail to renew, or otherwise terminate the policy on the
7 grounds of age or deterioration of the mental or physical health of the insured [OR
8 CERTIFICATE HOLDER];

9 (2) include a provision requiring a new waiting period in the event
10 existing coverage is converted to or replaced by a new or another form of health
11 insurance within the same company, unless there is an increase in benefits voluntarily
12 selected by the insured **or group policyholder**; or

13 (3) provide coverage only for skilled nursing care [,] or provide
14 significantly more coverage for skilled care in a facility than is provided for coverage
15 for lower levels of care [; EVALUATION OF THE COVERAGE PROVIDED
16 UNDER THIS PARAGRAPH MUST BE BASED ON THE NUMBER OF DAYS OF
17 COVERAGE PROVIDED FOR LOWER LEVELS OF CARE, WHEN COMPARED
18 TO THE NUMBER OF DAYS OF COVERAGE PROVIDED FOR SKILLED
19 CARE].

20 * **Sec. 64.** AS 21.53.030(a) is amended to read:

21 (a) An insurer, hospital or medical service corporation, or [A] fraternal benefit
22 society may not include, in a long-term care insurance policy or certificate, a
23 definition of "preexisting condition" that is more restrictive than the following:
24 preexisting condition means [THE EXISTENCE OF SYMPTOMS THAT WOULD
25 CAUSE AN ORDINARILY PRUDENT PERSON TO SEEK DIAGNOSIS, CARE,
26 OR TREATMENT, OR] a condition for which medical advice or treatment was
27 recommended by, or received from, a provider of health care services [,] within six
28 months preceding the effective date of coverage of an insured person.

29 * **Sec. 65.** AS 21.53.030(b) is amended to read:

30 (b) In a long-term care insurance policy, [OR CERTIFICATE] an insurer,
31 hospital or medical service corporation, or [A] fraternal benefit society may not

1 exclude coverage for a loss or confinement that is the result of a preexisting condition,
2 unless the loss or confinement begins within six months following the effective date of
3 coverage of an insured person.

4 * **Sec. 66.** AS 21.53.030(d) is amended to read:

5 (d) This section does not prohibit an insurer, hospital or medical service
6 corporation, or [A] fraternal benefit society from using an application form designed
7 to elicit the complete health history of an applicant, and, on the basis of the answers on
8 the application, from applying that insurer's, hospital or medical service corporation's,
9 or fraternal benefit society's established underwriting standards. Unless otherwise
10 provided in the policy [OR CERTIFICATE], a preexisting condition, regardless of
11 whether it is disclosed on the application, need not be covered until the waiting period
12 described in (b) of this section expires. A long-term care insurance policy [OR
13 CERTIFICATE] may not exclude, limit, or reduce, or use waivers or riders of any
14 kind to exclude, limit, or reduce coverage or benefits for specifically named or
15 described preexisting diseases or physical conditions after the waiting period
16 described in (b) of this section, unless the waiver or rider has been specifically
17 approved by the director.

18 * **Sec. 67.** AS 21.53.040 is amended to read:

19 **Sec. 21.53.040. Prior hospital or institutional care conditions prohibited.**

20 (a) A long-term care insurance policy may not be delivered or issued for delivery in
21 this state if the policy conditions eligibility

22 (1) on a prior hospitalization requirement;

23 (2) on the receipt of a higher level of institutional care, when care is
24 provided in an institutional setting;

25 (3) for noninstitutional benefits on a prior institutional stay of more
26 than 30 days for which benefits are paid; [OR]

27 (4) on admission to an institutional care facility for the same or a
28 related condition within a period of less than 30 days after discharge from the
29 institution, if the policy provides benefits only following institutionalization; or

30 (5) for a benefit, other than a waiver of premium,
31 postconfinement, postacute care, or recuperative benefit, on a prior

1 **institutionalization.**

2 (b) A long-term care insurance policy **containing a postconfinement,**
3 **postacute care, or recuperative benefit must clearly label the limitations or**
4 **conditions, including any required number of days of confinement, "Limitations**
5 **or Conditions on Eligibility for Benefits"** [MAY CONTAIN A LIMITATION OR
6 CONDITION ON ELIGIBILITY FOR BENEFITS, NOT PROHIBITED IN (a) OF
7 THIS SECTION, IF THE LIMITATION OR CONDITION IS CLEARLY SET OUT]
8 in a separate paragraph of the policy [OR CERTIFICATE].

9 * **Sec. 68.** AS 21.53.050(a) is amended to read:

10 (a) A long-term care insurance applicant may return a policy within 30 days
11 after delivery and have the premium refunded if, after examination of the policy, the
12 applicant is not satisfied with the policy. A long-term care insurance policy must have
13 a notice prominently printed on the first page of the policy or separately attached
14 stating that the applicant has the right to return the policy within 30 days of its
15 delivery and to have the premium refunded if, after examination of the policy, the
16 applicant is not satisfied with the policy **for any reason. This subsection also applies**
17 **to application denials, and any refund must be made within 30 days after return**
18 **or denial.**

19 * **Sec. 69.** AS 21.53.050(b) is amended to read:

20 (b) An insurer, hospital or medical service corporation, or [A] fraternal benefit
21 society shall deliver an outline of coverage to a prospective applicant for long-term
22 care insurance at the time of initial solicitation by a means that prominently directs the
23 attention of the recipient to the document and its purpose. In the case of agent
24 solicitations, an agent shall deliver the outline of coverage before the presentation of
25 an application or enrollment form. In the case of direct response solicitations, the
26 outline of coverage must be presented in conjunction with an application or enrollment
27 form. The outline of coverage must include

28 (1) a description of the principal benefits and coverage provided in the
29 policy;

30 (2) a statement of the principal exclusions, reductions, and limitations
31 contained in the policy;

1 (3) a statement of the terms under which the policy [OR
2 CERTIFICATE, OR BOTH,] may be continued in force or discontinued, including a
3 reservation in the policy of a right to change the premium; continuation or conversion
4 provisions of group coverage must be specifically described;

5 (4) a statement that the outline of coverage is a summary only, not a
6 contract of insurance, and that the policy or group master policy contains governing
7 contractual provisions;

8 (5) a description of the terms under which the policy [OR
9 CERTIFICATE] may be returned and premium refunded; [AND]

10 (6) a brief description of the relationship between the cost of care and
11 benefits; **and**

12 **(7) a statement that discloses to the policyholder whether the**
13 **policy is intended to be a federal qualified long-term care insurance contract**
14 **under 26 U.S.C. 7702B(b) (Internal Revenue Code).**

15 * **Sec. 70.** AS 21.53.050 is amended by adding new subsections to read:

16 (d) For a policy issued to a group defined in AS 21.53.200(3)(A), an insurer,
17 hospital or medical service corporation, or fraternal benefit society is not required to
18 provide an outline of coverage if the information required on the outline of coverage
19 under (b) of this section is contained in other enrollment materials. An insurer,
20 hospital or medical service corporation, and fraternal benefit society shall provide the
21 enrollment materials to the director on request.

22 (e) If an application for a long-term care insurance policy is approved, the
23 insurer shall deliver the policy to the applicant not later than 30 days after the date of
24 approval.

25 * **Sec. 71.** AS 21.53.060(a) is amended to read:

26 (a) In addition to the requirements of AS 21.45, at the time of policy delivery,
27 a policy summary shall be included with an individual life insurance policy if the
28 policy or policy rider provides long-term care benefits. In the case of direct response
29 solicitations, the insurer shall deliver the policy summary upon the applicant's request
30 [.] but, regardless of request, shall deliver a policy summary not later than the time of
31 policy delivery. The summary must include

1 (1) an explanation of how the long-term care benefits interact with
2 other components of the policy, including deductions from death benefits;

3 (2) an illustration of the amount and length of benefits, and guaranteed
4 lifetime benefits, if any, for each covered person;

5 (3) an explanation of each exclusion, reduction, and limitation on long-
6 term care benefits; [AND]

7 (4) if applicable to the policy type,

8 (A) disclosure of the effects of exercising other rights under the
9 policy;

10 (B) disclosure of guarantees related to the long-term care costs
11 of insurance charges; and

12 (C) current and projected maximum lifetime benefits; and

13 (5) if the director adopts a regulation that permits but does not
14 require inflation protection, and the policy does not provide for inflation
15 protection, a statement that inflation protection is not available under the policy.

16 * **Sec. 72.** AS 21.53.060 is amended by adding a new subsection to read:

17 (c) If a claim under a long-term care insurance policy is denied by an insurer,
18 the insurer shall, within 60 days after the date of a written request by a policyholder or
19 a representative of a policyholder,

20 (1) provide a written explanation of the reasons for the denial; and

21 (2) make available all information directly related to the denial.

22 * **Sec. 73.** AS 21.53 is amended by adding new sections to read:

23 **Sec. 21.53.062. Incontestability period.** (a) If a long-term care insurance
24 policy has been in force for less than six months, an insurer may rescind the policy or
25 deny an otherwise valid long-term care claim under the policy on a showing of
26 misrepresentation that is material to the acceptance for coverage.

27 (b) If a long-term care insurance policy has been in force for at least six
28 months but less than two years, an insurer may rescind the policy or deny an otherwise
29 valid long-term care claim under the policy on a showing of misrepresentation that is
30 both material to the acceptance for coverage and pertains to the condition for which
31 benefits are sought.

1 (c) If a long-term care insurance policy has been in force for two years or
2 more, the policy is not contestable on the grounds of misrepresentation alone and may
3 only be contested on a showing that the insured knowingly and intentionally
4 misrepresented relevant facts relating to the insured's health.

5 (d) If an insurer has paid benefits under a long-term care insurance policy, the
6 insurer may not recover the benefit payments if the policy is rescinded.

7 (e) This section applies to a life insurance policy that accelerates benefits for
8 long-term care. However, if an insured dies, this section does not apply to the
9 remaining death benefit of a life insurance policy that accelerates benefits for long-
10 term care, and the remaining death benefit under the policy is subject to AS 21.45.040.

11 **Sec. 21.53.064. Nonforfeiture benefits.** (a) Except as provided in (b) of this
12 section, a long-term care insurance policy may not be delivered or issued for delivery
13 in this state unless the policyholder has been offered the option of purchasing a policy
14 including a nonforfeiture benefit. The insurer may offer a nonforfeiture benefit in the
15 form of a rider to the policy. If a policyholder declines the nonforfeiture benefit, the
16 insurer shall provide a contingent benefit upon lapse that is available for a specified
17 period of time following a substantial increase in premium rates.

18 (b) With respect to group long-term care insurance, an insurer shall make the
19 offer required in (a) of this section to the group policyholder. For a policy issued as
20 group long-term care insurance, other than a continuing care retirement community or
21 other similar entity, the insurer shall make the offer required in (a) of this section to
22 each proposed certificate holder.

23 **Sec. 21.53.066. Producer training requirements.** (a) A person may not sell,
24 solicit, or negotiate long-term care insurance unless the person is licensed as an
25 insurance producer for health or life insurance lines of authority and has completed a
26 one-time training course that meets the requirements in (d) of this section.

27 (b) A person currently licensed and selling, soliciting, or negotiating long-term
28 care insurance may not continue to sell, solicit, or negotiate long-term care insurance
29 unless the person has completed a one-time training course that meets the
30 requirements in (d) of this section.

31 (c) A person who sells, solicits, or negotiates long-term care insurance shall

1 complete ongoing training that meets the requirements in (e) of this section.

2 (d) The one-time training course required under this section

3 (1) must be at least eight credit hours;

4 (2) may not include training that is insurer or company product
5 specific or that includes any sales or marketing information, materials, or training,
6 other than those required by state or federal law;

7 (3) must consist of topics related to long-term care insurance, long-
8 term care services, and, if applicable, qualified long-term care insurance partnership
9 programs, including

10 (A) state and federal requirements and the relationship between
11 qualified state long-term care insurance partnership programs and other public
12 and private coverage of long-term care services;

13 (B) available long-term care services and providers;

14 (C) changes or improvements in long-term care services or
15 providers;

16 (D) alternatives to the purchase of private long-term care
17 insurance;

18 (E) the effect of inflation on benefits and the importance of
19 inflation protections; and

20 (F) consumer suitability standards and guidelines.

21 (e) The ongoing training course required under (c) of this section must be at
22 least four credit hours every 24 months and must comply with the requirements in
23 (d)(2) and (3) of this section.

24 (f) The director may approve the training requirements in (d) and (e) of this
25 section as continuing education courses under AS 21.27.020.

26 (g) An insurer shall

27 (1) obtain verification that a producer received the training required
28 under this section before a producer is permitted to sell, solicit, or negotiate the
29 insurer's long-term care insurance products;

30 (2) maintain records of required training subject to the state's record
31 retention requirements;

1 (3) make the verification required under (1) of this subsection available
2 to the director on request.

3 (h) An insurer shall maintain

4 (1) records with respect to the training of its producers concerning the
5 distribution of its partnership policies that allow the director to provide assurance to
6 the medical assistance program under AS 47.07 that producers have received the
7 training described in (d)(3) of this section and that producers have demonstrated an
8 understanding of the partnership policies and their relationship to public and private
9 coverage of long-term care in this state; and

10 (2) the records described under (1) of this subsection in accordance
11 with the record requirements under AS 21.09.320 and shall make the records available
12 to the director on request.

13 **Sec. 21.53.068. Limitations related to producers and third-party**
14 **administrators.** An insurer that authorizes issuance of a long-term care insurance
15 policy by a producer or a third-party administrator under the underwriting authority of
16 the insurer granted to the producer or a third-party administrator using the insurer's
17 underwriting guidelines may issue a long-term care insurance policy through the
18 producer or a third-party administrator only if the insurer compensates the issuer based
19 on the number of policies issued.

20 * **Sec. 74.** AS 21.53.090 is amended to read:

21 **Sec. 21.53.090. Required regulations.** The director shall adopt regulations
22 regarding

23 (1) the sale of long-term care insurance that provide minimum
24 standards for

25 (A) terms of renewability;

26 (B) initial and subsequent conditions of eligibility;

27 (C) nonduplication of coverage provisions;

28 (D) coverage of dependents;

29 (E) benefit triggers;

30 (F) preexisting conditions and recurrent conditions;

31 (G) termination of insurance, including incontestability

1 periods;

2 (H) continuation or conversion;

3 (I) probationary periods, limitations, exceptions, reductions,
4 and elimination periods; [AND]

5 (J) requirements for replacement;

6 **(K) producer training, education, compensation, and**

7 testing;

8 **(L) marketing practices;**

9 **(M) independent review of benefit determinations;**

10 **(N) penalties and reporting practices; and**

11 **(O) premium rates, including rate filing requirements;**

12 (2) standard definitions of long-term care insurance terms;

13 (3) nonforfeiture or minimum value requirements; [AND]

14 (4) consumer protection standards, including standards for full and fair
15 disclosure setting out the manner and content of required disclosures; **and**

16 **(5) the standard format and content of the outline of coverage**
17 **required under AS 21.53.050.**

18 * **Sec. 75.** AS 21.53.200(3) is amended to read:

19 (3) "group long-term care insurance" means a long-term care insurance
20 policy, subscriber's contract, or fraternal benefit society certificate that is delivered or
21 issued for delivery in this state and issued to

22 (A) one or more employers or labor organizations, or to a trust
23 or to the trustees of a fund established by one or more employers or labor
24 organizations, or a combination of them, for employees or former employees
25 or a combination of them, or for members or former members or a combination
26 of them, of the labor organization;

27 (B) a professional, trade, or occupational association for its
28 members or former or retired members, or combination of them, if the
29 association is composed of individuals all of whom are or were actively
30 engaged in the same profession, trade, or occupation, and has been maintained
31 in good faith for purposes other than obtaining insurance;

1 (C) an association or a trust or the trustee of a fund established,
2 created, or maintained for the benefit of members of one or more associations
3 **that meets the requirements in AS 21.53.080;**

4 (D) a group other than described in this paragraph if the
5 director determines that the issuance of the group policy is not contrary to the
6 best interest of the public, would result in economies of acquisition or
7 administration, and the benefits are reasonable in relation to the premiums
8 charged;

9 * **Sec. 76.** AS 21.53.200(4) is amended to read:

10 (4) "long-term care insurance"

11 **(A)** means an individual or group insurance policy, including
12 group and individual life insurance or annuities, a subscriber's contract,
13 fraternal benefit society certificate, or rider advertised, marketed, offered, or
14 designed to provide coverage for not less than 12 consecutive months for each
15 covered person on an expense incurred, indemnity, prepaid, or other basis, for
16 one or more necessary or medically necessary diagnostic, preventive,
17 therapeutic, rehabilitative, maintenance, or personal care services that are
18 provided in a setting other than an acute care unit of a hospital, and includes a
19 policy or rider that provides for payment of benefits based on cognitive
20 impairment or loss of functional capacity;

21 **(B)** ["LONG-TERM CARE INSURANCE"] does not include

22 **(i)** an insurance policy, subscriber's contract, or
23 fraternal benefit society certificate that is offered primarily to provide
24 basic Medicare supplement coverage, basic hospital expense coverage,
25 basic medical-surgical expense coverage, hospital confinement
26 indemnity coverage, major medical expense coverage, disability
27 insurance and related asset protection coverage, catastrophic coverage,
28 comprehensive coverage, accident only coverage, specified disease or
29 specified accident coverage, or limited benefit health coverage; **or**

30 **(ii) a life insurance policy that accelerates the death**
31 **benefit specifically for one or more of the qualifying events of**

1 terminal illness, medical conditions requiring extraordinary
2 medical intervention, or permanent institutional confinement and
3 that provides the option of a lump-sum payment for that benefit if
4 the benefit and the eligibility for the benefit under the life
5 insurance policy are not conditioned on the receipt of long-term
6 care;

7 * **Sec. 77.** AS 21.54.015 is amended by adding new subsections to read:

8 (c) Except for large employer health care insurance plan premium rates
9 exempted by the director by regulation under (d) of this section, an insurer shall file
10 with the director the premium rates charged for each health care insurance plan before
11 using them. A premium rate or premium rate change must be on file with the director
12 for a waiting period of at least 45 days before the effective date of the premium rate.
13 That period may be extended by the director or the insurer for an additional 15 days if,
14 during the initial 45-day waiting period, notice is given stating that additional time for
15 consideration of the filing is needed. A filing may become effective at the end of the
16 waiting period unless disapproved by the director during the waiting period. If an
17 insurer fails to provide information requested by the director during the waiting
18 period, the filing is considered withdrawn by the insurer, and the premium rate does
19 not become effective.

20 (d) The director shall adopt regulations

21 (1) establishing procedures for the filing and use of rates; and

22 (2) specifying information that must be submitted in a filing required
23 under (c) of this section.

24 * **Sec. 78.** AS 21.54.020(a) is amended to read:

25 (a) On the written request of a covered person, a health care insurer shall pay
26 amounts due under a health insurance policy directly to the provider of medical care
27 services. A health insurance policy may not contain a provision that requires services
28 be provided by a particular hospital or person, except as applicable to a [MANAGED
29 CARE PLAN UNDER AS 21.07 OR A] health maintenance organization under AS
30 21.86. If a health care insurer makes a claim payment to the covered person after the
31 covered person has given written notice electing direct payment to the provider of the

1 service, the health care insurer shall also pay that amount to the provider of the
2 service.

3 * **Sec. 79.** AS 21.54 is amended by adding a new section to article 2 to read:

4 **Sec. 21.54.180. Individual health care insurance policies offered in the**
5 **group market.** (a) Except as provided in (b) of this section, a person may not sell,
6 solicit, or negotiate an individual health care insurance policy to an employer or
7 employee of an employer, and an insurer may not issue an individual health care
8 insurance policy to an employee of an employer.

9 (b) Notwithstanding the definition of "group market" in AS 21.54.500, a
10 person may sell, solicit, or negotiate an individual health care insurance policy to an
11 employer or employee of an employer, and an insurer may issue an individual health
12 care insurance policy to an employee of an employer, only if

13 (1) the employee is not an eligible employee as defined in AS
14 21.56.250; or

15 (2) the employer does not offer a health benefit plan and has not
16 offered a health benefit plan in the last six months.

17 (c) An individual health care insurance policy offered under (b) of this section
18 is health care insurance offered in the individual market and subject to the
19 requirements of AS 21.51.

20 (d) This section does not prohibit an individual from purchasing a health
21 insurance policy in the individual market.

22 (e) In this section, "individual market" has the meaning given in AS
23 21.51.500.

24 * **Sec. 80.** AS 21.54.500(16) is amended to read:

25 (16) "health care insurance plan" means a health care insurance policy
26 or contract [PROVIDED BY A HEALTH CARE INSURER] but does not include an
27 excepted benefits policy or contract;

28 * **Sec. 81.** AS 21.59.070 is amended to read:

29 **Sec. 21.59.070. Other provisions applicable.** In addition to the provisions of
30 this chapter, the following provisions of this title shall apply to automobile service
31 corporations, to the extent applicable and not in conflict with the express provisions of

1 this chapter and the reasonable implications of the express provisions, and, for the
2 purposes of the application, the corporations shall be considered to be stock insurers:

- 3 (1) AS 21.03;
- 4 (2) AS 21.06;
- 5 (3) AS 21.09.050;
- 6 (4) AS 21.09.100;
- 7 (5) AS 21.09.120 - 21.09.210;
- 8 (6) AS 21.09.245;
- 9 (7) AS 21.09.247;
- 10 (8) AS 21.12;
- 11 (9) [(7)] AS 21.36;
- 12 (10) [(8)] AS 21.69;
- 13 (11) [(9)] AS 21.78;
- 14 (12) [(10)] AS 21.97.

15 * **Sec. 82.** AS 21.66.020 is amended by adding new subsections to read:

16 (b) When a title insurance company holding a certificate of authority under
17 this chapter is found to be insolvent by a proceeding in a court of competent
18 jurisdiction, the director shall take control of deposits made by the title insurance
19 company and held in this state. If the finding of insolvency is from a court in another
20 state, the director shall file for an ancillary receivership under AS 21.78 to administer
21 the deposits and other assets in this state and pay claims in this state. Any funds
22 remaining after payment of all claims under policies in this state shall be forwarded to
23 the receiver.

24 (c) On request of a title insurance company, the director shall return the assets
25 held on deposit when the company is no longer authorized to write insurance in this
26 state, the director is satisfied that there are no risks in the state covered by contracts of
27 the company, and the assets are no longer required to be held by any provision of law.

28 (d) In addition to the provisions of this section, the following provisions of
29 this title also apply with respect to deposits under this section to the extent applicable
30 and not in conflict with the express provisions of this chapter and the reasonable
31 implications of the express provisions:

1 (1) AS 21.24.040(a), (d), and (e);

2 (2) AS 21.24.060.

3 * **Sec. 83.** AS 21.66.210(a) is amended to read:

4 (a) Two or more title insurance companies or two or more title insurance
5 limited producers, or a combination of title insurance companies and title insurance
6 limited producers, may apply to the director of insurance to form an association,
7 corporation, or other legal entity, for the purpose of engaging in the business of
8 preparing abstracts of title searches from public records or from records to be owned
9 by the entity, upon the basis of which a title insurance limited producer or a title
10 insurance company will issue title policies. The owners or participants are considered
11 to be in compliance with the provisions of this section and AS 21.66.200 if the title
12 plant of the association, corporation, or other legal entity complies with the provisions
13 of this section. The application must contain

14 (1) a copy of the proposed articles of incorporation or association and
15 the bylaws or agreement governing the operation of the entity;

16 (2) a list of the owners or participants;

17 (3) the names and addresses of the persons who will operate the entity,
18 with a description of their experience and qualifications;

19 (4) the conditions under which ownership or participation in the entity
20 may be sold or acquired;

21 (5) a statement of whether or not title information will be compiled and
22 sold to persons other than owners of or participants in the entity;

23 (6) a pro forma balance sheet and other financial information to
24 indicate the sufficiency of financing the entity; **and**

25 **(7) basic information, including the joint title plant name, the**
26 **physical address, the mailing address, the electronic mailing address, and**
27 **telephone numbers.**

28 * **Sec. 84.** AS 21.69.390(d) is amended to read:

29 (d) To meet the requirements of (a) of this section, a domestic insurer shall
30 keep at its principal place of business in the state the following records of assets,
31 transactions, and affairs:

- 1 (1) a general ledger;
- 2 (2) copies of reports prepared to comply with AS 21.09.200 -
- 3 21.09.210;
- 4 (3) if prepared in the normal course of business, financial statements
- 5 prepared under generally accepted accounting principles on which a licensed certified
- 6 public accountant has expressed an opinion;
- 7 (4) filings made by a domestic insurer or affiliates of the domestic
- 8 insurer with a government agency with which a domestic insurer or affiliates of the
- 9 domestic insurer's securities may be registered;
- 10 (5) a state certificate of authority;
- 11 (6) filings made under AS 21.21;
- 12 (7) original **contract** [POLICY] and claim files for insurance **and**
- 13 **other products sold to consumers** [OF PROPERTY OR A RISK RESIDENT OR
- 14 LOCATED IN THE STATE];
- 15 (8) a corporate minutes book;
- 16 (9) articles of incorporation;
- 17 (10) corporate bylaws;
- 18 (11) **administrative management** contracts; and
- 19 (12) other records required by the director by regulation.

20 * **Sec. 85.** AS 21.72.170 is amended to read:

21 **Sec. 21.72.170. Other provisions applicable.** In addition to the provisions
22 contained in the chapter, other chapters and provisions of this title shall apply to
23 benevolent associations, to the extent applicable, as follows:

- 24 (1) AS 21.03;
- 25 (2) AS 21.06;
- 26 (3) AS 21.09.010, 21.09.050, 21.09.100, and 21.09.130 - 21.09.190;
- 27 (4) **AS 21.09.247;**
- 28 **(5)** AS 21.18.010 and 21.18.030;
- 29 **(6)** [(5)] AS 21.36;
- 30 **(7)** [(6)] AS 21.42;
- 31 **(8)** [(7)] AS 21.69.370, 21.69.390, 21.69.400, 21.69.630, and

1 21.69.640;

2 **(9)** [(8)] AS 21.78.

3 * **Sec. 86.** AS 21.75.060(b) is amended to read:

4 (b) The proposed attorney-in-fact shall fulfill the requirements of and shall
5 execute and file with the director when applying for a certificate of authority, a
6 declaration setting out

7 (1) the name of the insurer;

8 (2) the location of the insurer's principal office, which shall be the
9 same as that of the attorney-in-fact and shall be maintained in this state, **and the**
10 **mailing address, electronic mailing address, and telephone numbers;**

11 (3) the kinds of insurance proposed to be transacted;

12 (4) the names and addresses of the original subscribers;

13 (5) the designation and appointment of the proposed attorney-in-fact
14 and a copy of the power of attorney;

15 (6) the names and addresses of the officers and directors of the
16 attorney-in-fact, if a corporation, or its members, if a firm;

17 (7) the powers of the subscribers' advisory committee, and the names
18 and terms of office of the members;

19 (8) that all money paid to the reciprocal insurer shall, after deducting
20 any sum payable to the attorney-in-fact, be held in the name of the insurer and for the
21 purposes specified in the subscribers' agreement;

22 (9) a copy of the subscribers' agreement;

23 (10) a statement that each of the original subscribers has in good faith
24 applied for insurance of a kind proposed to be transacted and that the insurer has
25 received from each subscriber the full premium or premium deposit required for the
26 policy applied for, for a term of not less than six months at an adequate rate filed with
27 and approved by the director;

28 (11) a statement of the financial condition of the insurer, a schedule of
29 its assets, and a statement that the surplus as required by AS 21.75.050 is on hand;

30 (12) a copy of each policy, endorsement, and application form it then
31 proposes to issue or use.

1 * **Sec. 87.** AS 21.79.025(a) is amended to read:

2 (a) The benefits for which the association may become liable may not exceed
3 the lesser of

4 (1) the contractual obligations for which the insurer is liable or would
5 have been liable if it were not an impaired or insolvent insurer;

6 (2) with respect to any one life, regardless of the number of policies or
7 contracts,

8 (A) \$300,000 in life insurance death benefits, but not more than
9 \$100,000 in net cash surrender and net cash withdrawal values for life
10 insurance;

11 (B) in health insurance benefits,

12 (i) \$100,000 for coverage not defined as disability
13 insurance **long-term care insurance**, or basic hospital, medical, and
14 surgical insurance or major medical insurance, including any net cash
15 surrender and net cash withdrawal values;

16 (ii) \$300,000 for disability insurance **as defined in AS**
17 **21.12.052 and long-term care insurance as defined in AS 21.53.200;**

18 (iii) \$500,000 for basic hospital, medical, and surgical
19 insurance or major medical insurance;

20 (C) **\$250,000** [\$100,000] in the present value of annuity
21 benefits, including net cash surrender and net cash withdrawal values;

22 (3) with respect to any one contract holder or plan sponsor whose plan
23 owns directly or in trust one or more unallocated annuity contracts not included in (4)
24 of this subsection, \$5,000,000 in unallocated annuity contract benefits, irrespective of
25 the number of contracts held by that contract holder or plan sponsor except that, in the
26 case of one or more unallocated annuity contracts that are covered under this chapter
27 and that are owned by a trust or other entity for the benefit of two or more plan
28 sponsors, coverage shall be provided by the association if the largest interest in the
29 trust or entity owning the contract is held by a plan sponsor whose principal place of
30 business is in this state; however, the association is not liable to cover more than
31 \$5,000,000 in benefits with respect to an unallocated annuity contract not included in

1 (4) of this subsection;

2 (4) with respect to an individual participating in a governmental
3 retirement benefit plan established under 26 U.S.C. 401, 26 U.S.C. 403(b), or 26
4 U.S.C. 457 and covered by an unallocated annuity contract, or to a beneficiary of the
5 individual if the individual is deceased, in the aggregate, \$100,000 in present-value
6 annuity benefits, including net cash surrender and net cash withdrawal values; or

7 (5) with respect to each payee of a structured settlement annuity, or
8 beneficiary of the payee if the payee is deceased, \$100,000 in present-value annuity
9 benefits in the aggregate, including net cash surrender and net cash withdrawal values,
10 if any.

11 * **Sec. 88.** AS 21.84.335(b) is amended to read:

12 (b) In addition to the provisions of this chapter, the following provisions of
13 this title apply to fraternal benefit societies to the extent applicable and not in conflict
14 with the express provisions of this chapter and the reasonable implications of this
15 chapter:

16 (1) AS 21.03;

17 (2) AS 21.06;

18 (3) AS 21.09.050;

19 (4) AS 21.09.100;

20 (5) AS 21.09.200;

21 (6) AS 21.09.205;

22 (7) **AS 21.09.245;**

23 **(8) AS 21.09.247;**

24 **(9)** AS 21.18;

25 **(10)** [(8)] AS 21.21;

26 **(11)** [(9)] AS 21.27;

27 **(12)** [(10)] AS 21.33;

28 **(13)** [(11)] AS 21.36;

29 **(14)** [(12)] AS 21.42.290;

30 **(15)** [(13)] AS 21.42.355;

31 **(16)** [(14)] AS 21.53;

1 (17) [(15)] AS 21.54;
2 (18) [(16)] AS 21.56;
3 (19) [(17)] AS 21.69.370;
4 (20) [(18)] AS 21.69.640;
5 (21) [(19)] AS 21.78; and
6 (22) [(20)] AS 21.96.060.

7 * **Sec. 89.** AS 21.85.030(a) is amended to read:

8 (a) The director may not issue a certificate of authority to a self-funded
9 multiple employer welfare arrangement unless the arrangement establishes to the
10 satisfaction of the director that

11 (1) employers participating in the arrangement are members of a bona
12 fide association or group of two or more businesses in the same or a closely related
13 trade, profession, or industry that provide support, services, or supplies primarily to
14 that trade, profession, or industry;

15 (2) employers or employees participating in the arrangement exercise
16 direct control over the arrangement; as described in this paragraph,

17 (A) subject to (B) of this paragraph, direct control exists if the
18 employers or employees participating in the arrangement have the right to elect
19 at least 75 percent of the individuals designated in the arrangement's
20 organizational documents as having control over the operations of the
21 arrangement and the individuals designated in the arrangement's organizational
22 documents in fact exercise control over the operation of the arrangement;

23 (B) use of a third-party administrator to process claims and to
24 assist in the administration of the arrangement is not evidence of the lack of
25 exercise of control over the operations of the arrangement;

26 (3) the arrangement is a nonprofit organization;

27 (4) the arrangement provides only allowable benefits, except the
28 arrangement may **also** provide

29 (A) life **or disability** insurance coverage to its participants if
30 the life **or disability** insurance coverage is provided under contracts **with**
31 **other insurers** that comply with this title; **or**

1 **(B) limited short-term disability insurance coverage, if**
2 **approved by the director;**

3 (5) the arrangement has adequate facilities and competent personnel, as
4 determined by the director, to service the health benefit plan or has contracted with a
5 third-party administrator licensed under AS 21.27 to service the health benefit plan;

6 (6) the arrangement provides allowable benefits to not less than two
7 employers and not less than 75 employees;

8 (7) the arrangement does not solicit participation in the arrangement
9 from the general public, except the arrangement may employ or independently
10 contract with a licensed insurance producer who may be paid a commission or other
11 remuneration to enroll employers in the arrangement;

12 (8) the arrangement is not organized or maintained solely as a conduit
13 for the collection of premiums and the forwarding of premiums to an insurance
14 company, except that the arrangement may act as a conduit for the collection and
15 forwarding of premiums for life insurance coverage under (4) of this subsection;

16 (9) the arrangement

17 (A) has deposited \$200,000 with the director to be used for the
18 payment of claims in the event the arrangement becomes insolvent and has
19 submitted to the director a written plan of operation that, in the discretion of
20 the director, ensures the financial integrity of the arrangement; and

21 (B) is able to remain financially solvent; the director may
22 consider the following in determining the ability of the arrangement to remain
23 financially solvent:

24 (i) pro forma financial statements;

25 (ii) types and levels of stop-loss insurance coverage,
26 including attachment points of the coverage;

27 (iii) whether a deposit is required for each employee
28 covered under the arrangement equal to at least one month's cost of
29 providing benefits under the arrangement;

30 (iv) the experience of the individuals who will be
31 involved in the management of the arrangement, including employees,

1 independent contractors, and consultants; and

2 (v) other factors the director considers relevant to
3 determining the ability of the arrangement to remain financially
4 solvent.

5 * **Sec. 90.** AS 21.85.040 is amended to read:

6 **Sec. 21.85.040. Application for a certificate of authority.** To apply for an
7 original certificate of authority, a self-funded multiple employer welfare arrangement
8 shall file with the director its application, accompanied by the applicable fees set
9 under AS 21.06.250, showing its name, the location of its home office, its date of
10 organization, its state of domicile, and additional information that the director may
11 reasonably require. The application shall be submitted together with

12 (1) a copy of all articles, bylaws, agreements, trusts, or other
13 documents or instruments describing the rights and obligations of the employers,
14 employees, and beneficiaries of the arrangement;

15 (2) a copy of each summary plan description of the arrangement filed
16 or required to be filed with the United States Department of Labor, including any
17 amendments to each description;

18 (3) evidence of coverage of or letter of intent to participate executed by
19 at least two employers providing allowable benefits to at least 75 employees;

20 (4) a copy of the arrangement's most recent financial statement in
21 compliance with AS 21.85.080 or, if the arrangement has been in existence for less
22 than one year, pro forma financial statements, including a balance sheet, an income
23 statement, a statement of changes in financial condition, and an actuarial opinion that
24 the unpaid claim liability of the arrangement satisfies the standards in AS 21.18.080 -
25 21.18.086;

26 (5) proof that the arrangement maintains and will continue to maintain
27 fidelity bonds required by the United States Department of Labor under 29 U.S.C.
28 1001 - 1461 (Employee Retirement Income Security Act of 1974);

29 (6) a copy of any stop-loss insurance policies maintained or proposed
30 to be maintained by the arrangement;

31 (7) biographical reports, on forms prescribed by the National

1 Association of Insurance Commissioners, evidencing the general trustworthiness and
2 competence of each individual who is serving or who will serve as a managing
3 employee or fiduciary of the arrangement;

4 (8) a notarized statement executed by an officer of the arrangement
5 certifying, to the best knowledge and belief of the officer, that the information
6 provided in the application is true and correct and that the arrangement is in
7 compliance with the requirements in

8 (A) AS 21.85.020;

9 (B) 29 U.S.C. 1001 - 1461 (Employee Retirement Income
10 Security Act of 1974) or a statement of any requirements with which the
11 arrangement is not in compliance and a statement of proposed corrective
12 action; and

13 (C) AS 21.85.050;

14 (9) base contribution rates for participation under the arrangement for
15 its initial year of operations; **and**

16 **(10) for a foreign multiple employer welfare arrangement,**

17 **(A) a certificate of the public official having supervision of**
18 **insurance in its state or country of domicile or state of entry into the**
19 **United States, showing that it is authorized to transact the kinds of**
20 **insurance proposed to be transacted in this state or an affidavit attesting**
21 **to the reasons why a certificate is not available;**

22 **(B) a copy of the arrangement's most recent financial**
23 **statement filed with its state of domicile, if any, with an actuarial opinion**
24 **on reported unpaid claims;**

25 **(C) a copy of a management discussion and analysis filed**
26 **with its state of domicile, if any; and**

27 **(D) a copy of the report of last examination, if any, made of**
28 **the insurer, issued by the insurance supervisory official of its state of**
29 **domicile or state of entry into the United States.**

30 * **Sec. 91.** AS 21.86 is amended by adding a new section to read:

31 **Sec. 21.86.045. Biographical affidavits.** A domestic health maintenance

1 organization shall file with the director a complete affidavit of biographical
2 information not later than 30 days after the appointment of an officer or member of the
3 governing body of the organization. If requested by the director, a foreign health
4 maintenance organization shall file with the director an affidavit of biographical
5 information for the appointment of an officer or member of the governing body of that
6 organization. A filing under this section must be on a form approved by the director. A
7 filing is not required if a biographical affidavit of the officer or member of the
8 governing body of the organization has been submitted to the director within one year
9 before the date of appointment. A biographical affidavit filed under this section is
10 confidential and not subject to public inspection.

11 * **Sec. 92.** AS 21.87.340 is amended to read:

12 **Sec. 21.87.340. Other provisions applicable.** In addition to the provisions
13 contained or referred to previously in this chapter, the following chapters and
14 provisions of this title also apply with respect to service corporations to the extent
15 applicable and not in conflict with the express provisions of this chapter and the
16 reasonable implications of the express provisions, and, for the purposes of the
17 application, the corporations shall be considered to be mutual "insurers":

- 18 (1) AS 21.03;
- 19 (2) AS 21.06;
- 20 (3) AS 21.07;
- 21 (4) AS 21.09, except AS 21.09.090;
- 22 (5) AS 21.18.010;
- 23 (6) AS 21.18.030;
- 24 (7) AS 21.18.040;
- 25 (8) AS 21.18.080 - 21.18.086;
- 26 (9) AS 21.36;
- 27 (10) AS 21.42.110, **21.42.345 - 21.42.395** [AS 21.42.345 - 21.42.395];
- 28 (11) AS 21.51.120 and 21.51.400;
- 29 (12) **AS 21.51.405;**
- 30 **(13)** AS 21.53;
- 31 **(14)** [(13)] AS 21.54;

1 **(15)** [(14)] AS 21.56;
2 **(16)** [(15)] AS 21.69.400;
3 **(17)** [(16)] AS 21.69.520;
4 **(18)** [(17)] AS 21.69.600, 21.69.620, and 21.69.630;
5 **(19)** [(18)] AS 21.78;
6 **(20)** [(19)] AS 21.96.060;
7 **(21)** [(20)] AS 21.97.

8 * **Sec. 93.** AS 21.96.030 is amended to read:

9 **Sec. 21.96.030. Payment. Unless another form of payment is agreed to by**
10 **the policyholder or beneficiary, an** [AN] insurance company doing business in this
11 state may not pay a judgment or settlement of a claim in this state for a loss incurred in
12 this state with an instrument other than a negotiable bank check payable on demand
13 and bearing even date with the date of writing or by electronic funds transfer.

14 * **Sec. 94.** (a) AS 21.07.040, 21.07.250(7), 21.07.250(8), 21.07.250(9); AS 21.27.020(e),
15 21.27.340, 21.27.900(13); AS 21.53.200(5); and AS 21.87.190(b) are repealed.

16 (b) AS 21.54.180 is repealed July 1, 2012.

17 * **Sec. 95.** The uncodified law of the State of Alaska is amended by adding a new section to
18 read:

19 TRANSITION: LONG-TERM CARE INSURANCE LICENSEES COURSE
20 REQUIREMENT. A person licensed and selling, soliciting, or negotiating long-term care
21 insurance on the effective date of this section may not continue to sell, solicit, or negotiate
22 long-term care insurance beginning one year after the effective date of this section unless the
23 person has successfully completed a one-time course, as required by AS 21.53.066, enacted
24 by sec. 73 of this Act.

25 * **Sec. 96.** The uncodified law of the State of Alaska is amended by adding a new section to
26 read:

27 TRANSITION: REGULATION ADOPTION. The director of insurance may adopt
28 regulations necessary to implement the changes made by this Act. The regulations take effect
29 under AS 44.62 (Administrative Procedure Act), but not before the effective date of the law
30 implemented by the regulation.

31 * **Sec. 97.** The uncodified law of the State of Alaska is amended by adding a new section to

1 read:

2 REVISOR'S INSTRUCTIONS. The revisor of statutes is instructed to change the
3 following:

4 (1) the chapter heading of AS 21.07 from "Regulation of Managed Care
5 Insurance Plans" to "Patient Protections under Health Care Insurance Policies";

6 (2) the catch line of AS 21.34.170 from "Monthly reports, summary of
7 exported business" to "Quarterly reports, summary of exported business."

8 * **Sec. 98.** Section 96 of this Act takes effect immediately under AS 01.10.070(c).

9 * **Sec. 99.** Sections 46 - 58 of this Act take effect July 21, 2011.

10 * **Sec. 100.** Sections 62 and 77 of this Act take effect January 1, 2012.

11 * **Sec. 101.** Except as provided in secs. 98 - 100 of this Act, this Act takes effect July 1,
12 2011.