

**TITLE 365. INSURANCE DEPARTMENT
CHAPTER 10. LIFE, ACCIDENT AND HEALTH**

SUBCHAPTER 11. COORDINATION OF BENEFIT GUIDELINES

365:10-11-2. Definitions

The following words or terms, when used in this subchapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Allowable expense" means any necessary, reasonable, and customary item of expense at least a portion of which is covered under at least one of the Plans covering the person for whom claim is made except where a statute requires a different definition. However, items of expense under coverage such as dental care, vision care, prescription drug or hearing aid programs may be excluded from the definition of allowable expense. A plan which provides benefits only for any such items of expense may limit its definition of allowable expense to like items of expense. When a Plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be both an Allowable Expense and a benefit paid. The difference between the cost of a private hospital room and the cost of a semi-private hospital room shall not be deemed to be an "Allowable Expense," except for the period of time during which the patient's confinement to a private hospital room is deemed medically necessary in terms of generally accepted medical practice.

"Plan" means the following:

(A) "Plan" means any plan providing benefits or services for or by reason of medical or dental care or treatment, which benefits or services are provided by:

- (i) group and non-group insurance contracts, blanket or franchise insurance coverage,
- (ii) service plan contracts, group practice, individual practice and other prepayment coverage,
- (iii) any coverage under labor-management trustee plans, union welfare plans, employer organization plans, or employee benefit organization plans, and
- (iv) any coverage under governmental programs, and any coverage required or provided by any statute.

(B) The term "Plan" shall be construed separately with respect to each policy, contract, or other arrangement for benefits or services and separately with respect to that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other Plans into consideration in determining its benefits and that portion which does not.

~~(C) Individually underwritten and issued contracts which provide a contractual right to renewal regardless of membership in or connection with any particular organization or group shall not be considered group type contracts, irrespective of the mode or channel of premium payment and regardless of any reduction in premium the covered person may receive by virtue of such method of premium collection.~~

~~(D)~~(C) The definition of a "Plan" within the COB provision of group contracts enumerates the types of coverage which the insurer may consider in determining whether other insurance exists with respect to a specific claim. Such definition may include all group or group subscriber contracts as well as such group-type contracts as are not available to the general public and can be obtained and maintained only because of the covered person's

membership in or connection with a particular organization or group. Group-type contracts answering this description may be included in the definition, at the option of the insurer and its policyholder client, whether or not individual policy forms are utilized and whether the group-type coverage is designated as "franchise" or "blanket" or in some other fashion.:

~~(i) May not include individual or family policies, or individual or family subscriber contracts, except as provided in (ii) of this subparagraph and in (E) of this definition.~~

~~(ii) May include all group or group subscriber contracts as well as such group type contracts as are not available to the general public and can be obtained and maintained only because of the covered person's membership in or connection with a particular organization or group. Group-type contracts answering this description may be included in the definition, at the option of the insurer and its policyholder client, whether or not individual policy forms are utilized and whether the group type coverage is designated as "franchise" or "blanket" or in some other fashion.~~

~~(E)~~(D) The definition of "Plan" may include both group and individual automobile "no fault" contracts but, as to the traditional automobile "fault" contracts, only the medical benefits written on a group or group-type basis may be included.

~~(F)~~(E) Interpretation of the definition of a "Plan" may not include group or group-type hospital indemnity benefits (written on a non-expense incurred basis) of \$30 per day or less unless they are characterized as reimbursement type benefits but are designed to administer so as to give the insured the right to elect indemnity type benefits, in lieu of such reimbursement type benefits, at the time of claim. In any event, the amount of group and group-type hospital indemnity benefits which exceed \$30 per day may be construed as being included under the definition of "Plan".

~~(G)~~(F) School accident type coverages, written on either an individual, blanket, group or franchise basis should not be taken in to consideration in coordination of benefits. In this context, school accident type coverages are defined to mean coverage covering grammar school, middle school, and high school students for accidents only, including athletic injuries, either on a 24 hour basis or "to and from school" for which the parent pays the entire premium.

~~(H)~~(G) If "Medicare" or similar governmental benefits are included in the definition of a "Plan", such benefits may be taken into consideration without expanding any of the definitions of this provision beyond the hospital, medical, and surgical benefits which may be provided by the governmental program.

~~(I)~~(H) A Plan may not coordinate or design benefits so that the benefits payable are altered solely on the basis that:

(i) another plan exists; or

(ii) except with respect to Part B of Medicare, that the claimant is or could have been covered under another Plan, or

(iii) the claimant has elected an option under another Plan providing a lower level of benefits than another option for which the claimant was eligible.

"This plan" means that portion of the policy which provides the benefits that are subject to this subchapter.

**APPENDIX UU. Policy Holder's Authorization to Release Insurance Policy
Information to Agent of Record [REVOKED]**

**POLICY HOLDER'S AUTHORIZATION TO RELEASE INSURANCE POLICY INFORMATION TO
AGENT OF RECORD**

Pursuant to 36 O.S. § 1435.41(A), an insurer shall provide to any insurance producer authorized to sell life insurance products, whose appointment has been terminated for any reason other than the reasons set forth in 36 O.S. § 1435.13 and who is still the agent of record or servicing agent and has not been replaced by another servicing agent upon termination, information relating to the policy of a person who purchased a product from such producer if the policy holder and the insured have signed the following form authorizing the release of the information.

Policy Holder's Full Name: _____

Policy Holder's Address: _____

Last four digits of Policy Holder's SSN: _____

Type of Insurance Policy: _____

Policy Number: _____

Name of Insurance Company: _____

Insurance Company Address: _____

AUTHORIZATION

I, (Policy Holder's name) _____, hereby authorize and request (Insurance Company Name) _____ to release information related to the aforementioned policy to the Producer of record in accordance with 36 O.S. §, 1435.41 (A):

Producer's Name: _____

Oklahoma License Number: _____

Address: _____

Disclosure shall be limited to the following specific types of information:

Use of this information shall be limited to the following purpose(s):

I understand that any cancellation or modifications of this authorization must be in writing, and that I have a right to receive a copy of this authorization. A photocopy of this authorization shall be as effective and valid as the original.

This authorization shall remain valid until: _____

I furthermore release all parties stated here within from any legal liability resulting from the release of this information, with the understanding that all parties involved will exercise appropriate safeguards while using this information.

Policy Holder Signature: _____

Date: _____

Insured's Signature (if Insured is not also the Policy Holder): _____

Date: _____