

By: Representative Chism

To: Insurance

HOUSE BILL NO. 375

1 AN ACT TO AMEND SECTIONS 83-9-3 AND 83-9-5, MISSISSIPPI CODE  
2 OF 1972, TO PROVIDE FOR THE ASSIGNMENT OF INSURANCE BENEFITS BY  
3 THE INSURED TO A LICENSED HEALTH CARE PROVIDER; AND FOR RELATED  
4 PURPOSES.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

6 **SECTION 1.** Section 83-9-3, Mississippi Code of 1972, is  
7 amended as follows:

8 83-9-3. (1) No policy of accident and sickness insurance  
9 shall be delivered or issued for delivery to any person in this  
10 state unless:

11 (a) The entire money and other considerations therefor  
12 are expressed therein; and

13 (b) The time at which the insurance takes effect and  
14 terminates is expressed therein; and

15 (c) It purports to insure only one (1) person, except  
16 that a policy may insure, originally or by subsequent amendment,  
17 upon the application of an adult member of a family who shall be  
18 deemed the policyholder, any two (2) or more eligible members of  
19 that family, including husband, wife, dependent children or any  
20 children under a specified age which shall not exceed nineteen  
21 (19) years, and any other person dependent upon the policyholder;  
22 and

23 (d) The style, arrangement and overall appearance of  
24 the policy give no undue prominence to any portion of the text,  
25 and unless every printed portion of the text of the policy and of  
26 any endorsements or attached papers is plainly printed in  
27 lightfaced type of a style in general use, the size of which shall  
28 be uniform and not less than ten-point with a lowercase unspaced



29 alphabet length not less than one hundred and twenty-point (the  
30 "text" shall include all printed matter except the name and  
31 address of the insurer, name or title of the policy, the brief  
32 description if any, and captions and subcaptions); and

33 (e) The exceptions and reductions of indemnity are set  
34 forth in the policy and, except those which are set forth in  
35 Section 83-9-5, are printed, at the insurer's option, either with  
36 the benefit provision to which they apply, or under an appropriate  
37 caption such as "Exceptions," or "Exceptions and Reductions,"  
38 provided that if an exception or reduction specifically applies  
39 only to a particular benefit of the policy, a statement of such  
40 exception or reduction shall be included with the benefit  
41 provision to which it applies; and

42 (f) Each such form, including riders and endorsements,  
43 shall be identified by a form number in the lower left-hand corner  
44 of the first page thereof; and

45 (g) It contains no provision purporting to make any  
46 portion of the charter, rules, constitution or bylaws of the  
47 insurer a part of the policy unless such portion is set forth in  
48 full in the policy, except in the case of the incorporation of, or  
49 reference to, a statement of rates or classification of risks, or  
50 short-rate table filed with the commissioner.

51 (2) No individual or group policy covering health and  
52 accident insurance (including experience-rated insurance  
53 contracts, indemnity contracts, self-insured plans and self-funded  
54 plans), or any group combinations of these coverages, shall be  
55 issued by any commercial insurer doing business in this state  
56 which, by the terms of such policy, limits or excludes payment  
57 because the individual or group insured is eligible for or is  
58 being provided medical assistance under the Mississippi Medicaid  
59 Law. Any such policy provision in violation of this section shall  
60 be invalid.



61           (3) No individual or group policy covering health and  
62 accident insurance, including experience-rated insurance  
63 contracts, indemnity contracts, self-insured plans and self-funded  
64 plans, or any group combinations of these coverages, shall be  
65 issued by any commercial insurer doing business in this state  
66 which, by the terms of such policy, limits or restricts the  
67 insured's ability to assign the insured's benefits under the  
68 policy to a licensed health care provider that provides health  
69 care services to the insured. Any such policy provision in  
70 violation of this section shall be invalid.

71           (4) If any policy is issued by an insurer domiciled in this  
72 state for delivery to a person residing in another state, and if  
73 the official having responsibility for the administration of the  
74 insurance laws of such other state shall have advised the  
75 commissioner that any such policy is not subject to approval or  
76 disapproval by such official, the commissioner may, by ruling,  
77 require that such policy meet the standards set forth in  
78 subsection (1) of this section and in Section 83-9-5.

79           (5) The commissioner shall collect and pay into the Special  
80 Fund in the State Treasury designated as the "Insurance Department  
81 Fund" the following fees for services provided under this section:

	FORM	FEE
83       Each individual policy contract, including		
84               revisions.....		\$15.00
85       Each group master policy or contract including		
86               revisions.....		15.00
87       Each rider, endorsement or amendment, etc.....		10.00
88       Each insurance application where written		
89               application is required and is to be		
90               made a part of the policy or contract.....		10.00
91       Each questionnaire.....		7.00
92       Charge for resubmission where payment is		
93               not included with original submission.....		5.00



94 Additional charge for tentative approval same as above.

95 **SECTION 2.** Section 83-9-5, Mississippi Code of 1972, is  
96 amended as follows:

97 83-9-5. (1) Required provisions. Except as provided in  
98 subsection (3) of this section, each such policy delivered or  
99 issued for delivery to any person in this state shall contain the  
100 provisions specified in this subsection in the words in which the  
101 same appear in this section. However, the insurer may, at its  
102 option, substitute for one or more of such provisions,  
103 corresponding provisions of different wording approved by the  
104 commissioner which are in each instance not less favorable in any  
105 respect to the insured or the beneficiary. Such provisions shall  
106 be preceded individually by the caption appearing in this  
107 subsection or, at the option of the insurer, by such appropriate  
108 individual or group captions or subcaptions as the commissioner  
109 may approve.

110 (a) A provision as follows:

111 Entire contract; changes: This policy, including the  
112 endorsements and the attached papers, if any, constitutes the  
113 entire contract of insurance. No change in this policy shall be  
114 valid until approved by an executive officer of the insurer and  
115 unless such approval be endorsed hereon or attached hereto. No  
116 agent has authority to change this policy or to waive any of its  
117 provisions.

118 (b) A provision as follows:

119 Time limit on certain defenses:

120 1. After two (2) years from the date of issue of  
121 this policy, no misstatements, except fraudulent misstatements,  
122 made by the applicant in the application for such policy shall be  
123 used to void the policy or to deny a claim for loss incurred or  
124 disability (as defined in the policy) commencing after the  
125 expiration of such two-year period.



126 (The foregoing policy provision shall not be so construed as  
127 to effect any legal requirement for avoidance of a policy or  
128 denial of a claim during such initial two-year period, nor to  
129 limit the application of subparagraphs (2)(a) and (2)(b) of this  
130 section in the event of misstatement with respect to age or  
131 occupation.)

132 (A policy which the insured has the right to continue in  
133 force subject to its terms by the timely payment of premium (1)  
134 until at least age fifty (50) or, (2) in the case of a policy  
135 issued after age forty-four (44), for at least five (5) years from  
136 its date of issue, may contain in lieu of the foregoing the  
137 following provision (from which the clause in parentheses may be  
138 omitted at the insurer's option) under the caption  
139 "INCONTESTABLE":

140 After this policy has been in force for a period of two (2)  
141 years during the lifetime of the insured (excluding any period  
142 during which the insured is disabled), it shall become  
143 incontestable as to the statements in the application.)

144 2. No claim for loss incurred or disability (as  
145 defined in the policy) commencing after two (2) years from the  
146 date of issue of this policy shall be reduced or denied on the  
147 ground that a disease or physical condition not excluded from  
148 coverage by name or specific description effective on the date of  
149 loss had existed prior to the effective date of coverage of this  
150 policy.

151 (c) A provision as follows:

152 Grace period: A grace period of seven (7) days for weekly  
153 premium policies, ten (10) days for monthly premium policies and  
154 thirty-one (31) days for all other policies will be granted for  
155 the payment of each premium falling due after the first premium,  
156 during which grace period the policy shall continue in force.

157 (A policy which contains a cancellation provision may add, at  
158 the end of the above provision, "subject to the right of the



159 insurer to cancel in accordance with the cancellation provision  
160 hereof."

161 A policy in which the insurer reserves the right to refuse  
162 any renewal shall have, at the beginning of the above provision,  
163 "unless not less than five (5) days prior to the premium due date  
164 the insurer has delivered to the insured or has mailed to his last  
165 address as shown by the records of the insurer written notice of  
166 its intention not to renew this policy beyond the period for which  
167 the premium has been accepted.")

168 (d) A provision as follows:

169 Reinstatement: If any renewal premium be not paid within the  
170 time granted the insured for payment, a subsequent acceptance of  
171 premium by the insurer or by any agent duly authorized by the  
172 insurer to accept such premium, without requiring in connection  
173 therewith an application for reinstatement, shall reinstate the  
174 policy. However, if the insurer or such agent requires an  
175 application for reinstatement and issues a conditional receipt for  
176 the premium tendered, the policy will be reinstated upon approval  
177 of such application by the insurer or, lacking such approval, upon  
178 the forty-fifth day following the date of such conditional receipt  
179 unless the insurer has previously notified the insured in writing  
180 of its disapproval of such application. The reinstated policy  
181 shall cover only loss resulting from such accidental injury as may  
182 be sustained after the date of reinstatement and loss due to such  
183 sickness as may begin more than ten (10) days after such date. In  
184 all other respects the insured and insurer shall have the same  
185 rights thereunder as they had under the policy immediately before  
186 the due date of the defaulted premium, subject to any provisions  
187 endorsed hereon or attached hereto in connection with the  
188 reinstatement. Any premium accepted in connection with a  
189 reinstatement shall be applied to a period for which premium has  
190 not been previously paid, but not to any period more than sixty  
191 (60) days prior to the date of reinstatement. (The last sentence



192 of the above provision may be omitted from any policy which the  
193 insured has the right to continue in force subject to its terms by  
194 the timely payment of premiums (1) until at least age fifty (50)  
195 or, (2) in the case of a policy issued after age forty-four (44),  
196 for at least five (5) years from its date of issue.)

197 (e) A provision as follows:

198 Notice of claim: Written notice of claim must be given to  
199 the insurer within thirty (30) days after the occurrence or  
200 commencement of any loss covered by the policy, or as soon  
201 thereafter as is reasonably possible. Notice given by or on  
202 behalf of the insured or the beneficiary to the insurer at  
203 \_\_\_\_\_, (insert the location of such office as the insurer may  
204 designate for the purpose) or to any authorized agent of the  
205 insurer, with information sufficient to identify the insured,  
206 shall be deemed notice to the insurer.

207 (In a policy providing a loss-of-time benefit which may be  
208 payable for at least two (2) years, an insurer may, at its option,  
209 insert the following between the first and second sentences of the  
210 above provision: "Subject to the qualifications set forth below,  
211 if the insured suffers loss of time on account of disability for  
212 which indemnity may be payable for at least two (2) years, he  
213 shall, at least once in every six (6) months after having given  
214 notice of claim, give to the insurer notice of continuance of said  
215 disability, except in the event of legal incapacity. The period  
216 of six (6) months following any filing of proof by the insured or  
217 any payment by the insurer on account of such claim or any denial  
218 of liability in whole or in part by the insurer shall be excluded  
219 in applying this provision. Delay in the giving of such notice  
220 shall not impair the insured's right to any indemnity which would  
221 otherwise have accrued during the period of six (6) months  
222 preceding the date on which such notice is actually given.")

223 (f) A provision as follows:



224 Claim forms: The insurer, upon receipt of a notice of claim,  
225 will furnish to the claimant such forms as are usually furnished  
226 by it for filing proofs of loss. If such forms are not furnished  
227 within fifteen (15) days after the giving of such notice, the  
228 claimant shall be deemed to have complied with the requirements of  
229 this policy as to proof of loss upon submitting, within the time  
230 fixed in the policy for filing proofs of loss, written proof  
231 covering the occurrence, the character and the extent of the loss  
232 for which claim is made.

233 (g) A provision as follows:

234 Proofs of loss: Written proof of loss must be furnished to  
235 the insurer at its said office, in case of claim for loss for  
236 which this policy provides any periodic payment contingent upon  
237 continuing loss, within ninety (90) days after the termination of  
238 the period for which the insurer is liable, and in case of claim  
239 for any other loss, within ninety (90) days after the date of such  
240 loss. Failure to furnish such proof within the time required  
241 shall not invalidate or reduce any claim if it was not reasonably  
242 possible to give proof within such time, provided such proof is  
243 furnished as soon as reasonably possible and in no event, except  
244 in the absence of legal capacity, later than one (1) year from the  
245 time proof is otherwise required.

246 (h) A provision as follows:

247 Time of payment of claims:

248 1. All benefits payable under this policy for any  
249 loss, other than loss for which this policy provides any periodic  
250 payment, will be paid within forty-five (45) days after receipt of  
251 due written proof of such loss. Benefits due under the policies  
252 and claims are overdue if not paid within forty-five (45) days  
253 after the insurer receives proof of loss, necessary medical  
254 information and other information essential for the insurer to  
255 administer coordination of benefits and subrogation provisions.  
256 If such information is not supplied as to the entire claim, the





257 amount supported by reasonable proof is overdue if not paid within  
258 forty-five (45) days after such proof is received by the insurer.  
259 Any part or all of the remainder of the claim that is later  
260 supported by such proof is overdue if not paid within forty-five  
261 (45) days after such proof is received by the insurer. To  
262 calculate the extent to which any benefits are overdue, payment  
263 shall be treated as made on the date a draft or other valid  
264 instrument was placed in the United States mail to the last known  
265 address of the claimant or beneficiary in a properly addressed,  
266 postpaid envelope, or, if not so posted, on the date of delivery.

267           2. Subject to due written proof of loss, all  
268 accrued benefits for loss for which this policy provides periodic  
269 payment will be paid \_\_\_\_\_ (insert period for payment which  
270 must not be less frequently than monthly) and any balance  
271 remaining unpaid upon the termination of liability will be paid  
272 within forty-five (45) days after receipt of due written proof.

273           3. If the claim is not denied for valid and proper  
274 reasons by the end of such period of forty-five (45) days, the  
275 insurer must pay the insured interest on accrued benefits at the  
276 rate of one and one-half percent (1-1/2%) per month on the amount  
277 of such claim until it is finally settled or adjudicated.

278           4. In the event the insurer fails to pay benefits  
279 when due, the person entitled to such benefits may bring action to  
280 recover such benefits, any interest which may accrue as provided  
281 in subsection (1)(h)3. of this section and any other damages as  
282 may be allowable by law.

283           (i) A provision as follows:

284           Payment of claims: Indemnity for loss of life will be  
285 payable in accordance with the beneficiary designation and the  
286 provisions respecting such payment which may be prescribed herein  
287 and effective at the time of payment. If no such designation or  
288 provision is then effective, such indemnity shall be payable to  
289 the estate of the insured. Any other accrued indemnities unpaid



290 at the insured's death may, at the option of the insurer, be paid  
291 either to such beneficiary or to such estate. All other  
292 indemnities will be payable to the insured. When payments of  
293 benefits are made to an insured directly for medical care or  
294 services rendered by a health care provider, the health care  
295 provider shall be notified of such payment. The notification  
296 requirement shall not apply to a fixed-indemnity policy, a limited  
297 benefit health insurance policy, medical payment coverage or  
298 personal injury protection coverage in a motor vehicle policy,  
299 coverage issued as a supplement to liability insurance or workers'  
300 compensation. If the insured provides the insurer with written  
301 direction that all or a portion of any indemnities or benefits  
302 provided by this policy shall be paid to a licensed health care  
303 provider rendering hospital, nursing, medical or surgical  
304 services, then the insurer shall pay directly the licensed health  
305 care provider rendering such services.

306 (The following provisions, or either of them, may be included  
307 with the foregoing provision at the option of the insurer: "If  
308 any indemnity of this policy shall be payable to the estate of the  
309 insured, or to an insured or beneficiary who is a minor or  
310 otherwise not competent to give a valid release, the insurer may  
311 pay such indemnity, up to an amount not exceeding \$\_\_\_\_\_,  
312 (insert an amount which must not exceed One Thousand Dollars  
313 (\$1,000.00)) to any relative by blood or connection by marriage of  
314 the insured or beneficiary who is deemed by the insurer to be  
315 equitably entitled thereto. Any payment made by the insurer in  
316 good faith pursuant to this provision shall fully discharge the  
317 insurer to the extent of such payment.

318 "Subject to any written direction of the insured in the  
319 application or otherwise, all or a portion of any indemnities  
320 provided by this policy on account of hospital, nursing, medical  
321 or surgical services may, at the insurer's option and unless the  
322 insured requests otherwise in writing not later than the time of



323 filing proofs of such loss, be paid directly to the hospital or  
324 person rendering such services; but it is not required that the  
325 service be rendered by a particular hospital or person.")

326 (j) A provision as follows:

327 Physical examinations: The insurer at his own expense shall  
328 have the right and opportunity to examine the person of the  
329 insured when and as often as it may reasonably require during the  
330 pendency of a claim hereunder.

331 (k) A provision as follows:

332 Legal actions: No action at law or in equity shall be  
333 brought to recover on this policy prior to the expiration of sixty  
334 (60) days after written proof of loss has been furnished in  
335 accordance with the requirements of this policy. No such action  
336 shall be brought after the expiration of three (3) years after the  
337 time written proof of loss is required to be furnished.

338 (l) A provision as follows:

339 Change of beneficiary: Unless the insured makes an  
340 irrevocable designation of beneficiary, the right to change the  
341 beneficiary is reserved to the insured, and the consent of the  
342 beneficiary or beneficiaries shall not be requisite to surrender  
343 or assignment of this policy, or to any change of beneficiary or  
344 beneficiaries, or to any other changes in this policy.

345 (The first clause of this provision, relating to the  
346 irrevocable designation of beneficiary, may be omitted at the  
347 insurer's option.)

348 (2) Other provisions. Except as provided in subsection (3)  
349 of this section, no such policy delivered or issued for delivery  
350 to any person in this state shall contain provisions respecting  
351 the matters set forth below unless such provisions are in the  
352 words in which the same appear in this section. However, the  
353 insurer may, at its option, use in lieu of any such provision a  
354 corresponding provision of different wording approved by the  
355 commissioner which is not less favorable in any respect to the



356 insured or the beneficiary. Any such provision contained in the  
357 policy shall be preceded individually by the appropriate caption  
358 appearing in this subsection or, at the option of the insurer, by  
359 such appropriate individual or group captions or subcaptions as  
360 the commissioner may approve.

361 (a) A provision as follows:

362 Change of occupation: If the insured be injured or contract  
363 sickness after having changed his occupation to one classified by  
364 the insurer as more hazardous than that stated in this policy or  
365 while doing for compensation anything pertaining to an occupation  
366 so classified, the insurer will pay only such portion of the  
367 indemnities provided in this policy as the premium paid would have  
368 purchased at the rates and within the limits fixed by the insurer  
369 for such more hazardous occupation. If the insured changes his  
370 occupation to one classified by the insurer as less hazardous than  
371 that stated in this policy, the insurer, upon receipt of proof of  
372 such change of occupation, will reduce the premium rate  
373 accordingly, and will return the excess pro rata unearned premium  
374 from the date of change of occupation or from the policy  
375 anniversary date immediately preceding receipt of such proof,  
376 whichever is the most recent. In applying this provision, the  
377 classification of occupational risk and the premium rates shall be  
378 such as have been last filed by the insurer prior to the  
379 occurrence of the loss for which the insurer is liable, or prior  
380 to date of proof of change in occupation, with the state official  
381 having supervision of insurance in the state where the insured  
382 resided at the time this policy was issued; but if such filing was  
383 not required, then the classification of occupational risk and the  
384 premium rates shall be those last made effective by the insurer in  
385 such state prior to the occurrence of the loss or prior to the  
386 date of proof of change in occupation.

387 (b) A provision as follows:



388 Misstatement of age: If the age of the insured has been  
389 misstated, all amounts payable under this policy shall be such as  
390 the premium paid would have purchased at the correct age.

391 (c) A provision as follows:

392 Relation of earnings to issuance: If the total monthly  
393 amount of loss of time benefits promised for the same loss under  
394 all valid loss of time coverage upon the insured, whether payable  
395 on a weekly or monthly basis, shall exceed the monthly earnings of  
396 the insured at the time disability commenced or his average  
397 monthly earnings for the period of two (2) years immediately  
398 preceding a disability for which claim is made, whichever is the  
399 greater, the insurer will be liable only for such proportionate  
400 amount of such benefits under this policy as the amount of such  
401 monthly earnings or such average monthly earnings of the insured  
402 bears to the total amount of monthly benefits for the same loss  
403 under all such coverage upon the insured at the time such  
404 disability commences and for the return of such part of the  
405 premiums paid during such two (2) years as shall exceed the pro  
406 rata amount of the premiums for the benefits actually paid  
407 hereunder; but this shall not operate to reduce the total monthly  
408 amount of benefits payable under all such coverage upon the  
409 insured below the sum of Two Hundred Dollars (\$200.00) or the sum  
410 of the monthly benefits specified in such coverages, whichever is  
411 the lesser, nor shall it operate to reduce benefits other than  
412 those payable for loss of time.

413 (The foregoing policy provision may be inserted only in a  
414 policy which the insured has the right to continue in force  
415 subject to its terms by the timely payment of premiums (1) until  
416 at least age fifty (50) or, (2) in the case of a policy issued  
417 after age forty-four (44), for at least five (5) years from its  
418 date of issue. The insurer may, at its option, include in this  
419 provision a definition of "valid loss of time coverage," approved  
420 as to form by the commissioner, which definition shall be limited



421 in subject matter to coverage provided by governmental agencies or  
422 by organizations subject to regulations by insurance law or by  
423 insurance authorities of this or any other state of the United  
424 States or any province of Canada, or to any other coverage the  
425 inclusion of which may be approved by the commissioner, or any  
426 combination of such coverages. In the absence of such definition,  
427 such term shall not include any coverage provided for such insured  
428 pursuant to any compulsory benefit statute (including any  
429 workmen's compensation or employer's liability statute), or  
430 benefits provided by union welfare plans or by employer or  
431 employee benefit organizations.)

432 (d) A provision as follows:

433 Unpaid premium: Upon the payment of a claim under this  
434 policy, any premium then due and unpaid or covered by any note or  
435 written order may be deducted therefrom.

436 (e) A provision as follows:

437 Cancellation: The insurer may cancel this policy at any time  
438 by written notice delivered to the insured, or mailed to his last  
439 address as shown by the records of the insurer, stating when, not  
440 less than five (5) days thereafter, such cancellation shall be  
441 effective; and after the policy has been continued beyond its  
442 original term, the insured may cancel this policy at any time by  
443 written notice delivered or mailed to the insurer, effective upon  
444 receipt or on such later date as may be specified in such notice.  
445 In the event of cancellation, the insurer will return promptly the  
446 unearned portion of any premium paid. If the insured cancels, the  
447 earned premium shall be computed by the use of the short-rate  
448 table last filed with the state official having supervision of  
449 insurance in the state where the insured resided when the policy  
450 was issued. If the insurer cancels, the earned premium shall be  
451 computed pro rata. Cancellation shall be without prejudice to any  
452 claim originating prior to the effective date of cancellation.

453 (f) A provision as follows:



454 Conformity with state statutes: Any provision of this policy  
455 which, on its effective date, is in conflict with the statutes of  
456 the state in which the insured resides on such date is hereby  
457 amended to conform to the minimum requirements of such statutes.

458 (g) A provision as follows:

459 Illegal occupation: The insurer shall not be liable for any  
460 loss to which a contributing cause was the insured's commission of  
461 or attempt to commit a felony or to which a contributing cause was  
462 the insured's being engaged in an illegal occupation.

463 (h) A provision as follows:

464 Intoxicants and narcotics: The insurer shall not be liable  
465 for any loss sustained or contracted in consequence of the  
466 insured's being intoxicated or under the influence of any narcotic  
467 unless administered on the advice of a physician.

468 (3) Inapplicable or inconsistent provisions. If any  
469 provision of this section is in whole or in part inapplicable to  
470 or inconsistent with the coverage provided by a particular form of  
471 policy, the insurer, with the approval of the commissioner, shall  
472 omit from such policy any inapplicable provision or part of a  
473 provision, and shall modify any inconsistent provision or part of  
474 the provision in such manner as to make the provision as contained  
475 in the policy consistent with the coverage provided by the policy.

476 (4) Order of certain policy provisions. The provisions  
477 which are the subject of subsections (1) and (2) of this section,  
478 or any corresponding provisions which are used in lieu thereof in  
479 accordance with such subsections, shall be printed in the  
480 consecutive order of the provisions in such subsections or, at the  
481 option of the insurer, any such provision may appear as a unit in  
482 any part of the policy, with other provisions to which it may be  
483 logically related, provided the resulting policy shall not be in  
484 whole or in part unintelligible, uncertain, ambiguous, abstruse or  
485 likely to mislead a person to whom the policy is offered,  
486 delivered or issued.



487           (5) Third-party ownership. The word "insured," as used in  
488 Sections 83-9-1 through 83-9-21, Mississippi Code of 1972, shall  
489 not be construed as preventing a person other than the insured  
490 with a proper insurable interest from making application for and  
491 owning a policy covering the insured, or from being entitled under  
492 such a policy to any indemnities, benefits and rights provided  
493 therein.

494           (6) Requirements of other jurisdictions.

495           (a) Any policy of a foreign or alien insurer, when  
496 delivered or issued for delivery to any person in this state, may  
497 contain any provision which is not less favorable to the insured  
498 or the beneficiary than the provisions of Sections 83-9-1 through  
499 83-9-21, Mississippi Code of 1972, and which is prescribed or  
500 required by the law of the state under which the insurer is  
501 organized.

502           (b) Any policy of a domestic insurer may, when issued  
503 for delivery in any other state or country, contain any provision  
504 permitted or required by the laws of such other state or country.

505           (7) Filing procedure. The commissioner may make such  
506 reasonable rules and regulations concerning the procedure for the  
507 filing or submission of policies subject to the cited sections as  
508 are necessary, proper or advisable to the administration of said  
509 sections. This provision shall not abridge any other authority  
510 granted the commissioner by law.

511           **SECTION 3.** This act shall take effect and be in force from  
512 and after July 1, 2002.

