Tabled
COMMITTEE AMENDMENT NO 1 PROPOSED TO

Senate Bill No. 2224

BY: Committee

Amend by striking all after the enacting clause and inserting in lieu thereof the following:

22 **SECTION 1.** (1) Notwithstanding any provision of law to the
23 contrary, an insurer, subcontractor, third-party administrator or
24 other payor shall not set a maximum dollar amount of reimbursement
25 for noninvasive ventilation or ventilation treatments properly
26 ordered and being used in an appropriate care setting.
27 (2) (a) The durable medical equipment supplier shall be
28 required to provide the patient regular and comprehensive service
29 and preventative maintenance by a certified or registered
30 respiratory therapist. The service shall include, but not be
31 limited to, masks, tubing, filters and other supporting supplies

32 and equipment. Reimbursement shall be at a rate negotiated with
33 the payors to ensure that a sustained level of service can be
34 provided to the patient.

35 (b) Notwithstanding any provision of law to the
36 contrary, an insurer, subcontractor, third-party administrator or
37 other payor shall reimburse durable medical equipment suppliers
38 for home use noninvasive and invasive ventilators on a continuous
39 monthly payment basis for the duration of medical need throughout
40 a patient's valid prescription period.

41 **SECTION 2.** The Commissioner of Insurance may adopt rules and
42 regulations to address any inequalities or irregularities
43 regarding provider reimbursement rates paid by an insurer,
44 subcontractor, third-party administrator or other payor regarding
45 covered services received by covered persons in this state.
46 Failure to comply with rules and regulations adopted by the
47 Commissioner under this section shall result in a fine not to
48 exceed Ten Thousand Dollars ($10,000.00) per violation.

49 **SECTION 3.** Section 83-9-5, Mississippi Code of 1972, is
50 amended as follows:

51 83-9-5. (1) **Required provisions.** Except as provided in
52 subsection (3) of this section, each such policy delivered or
53 issued for delivery to any person in this state shall contain the
54 provisions specified in this subsection in the words in which the
55 same appear in this section. However, the insurer may, at its
56 option, substitute for one or more of such provisions,

57 corresponding provisions of different wording approved by the
58 commissioner which are in each instance not less favorable in any
59 respect to the insured or the beneficiary. Such provisions shall
60 be preceded individually by the caption appearing in this
61 subsection or, at the option of the insurer, by such appropriate
62 individual or group captions or subcaptions as the commissioner
63 may approve.

64 As used in this section, the term "insurer" means a health
65 maintenance organization, an insurance company or any other entity
66 responsible for the payment of benefits under a policy or contract
67 of accident and sickness insurance; however, the term "insurer"
68 shall not mean a liquidator, rehabilitator, conservator or
69 receiver or third-party administrator of any health maintenance
70 organization, insurance company or other entity responsible for
71 the payment of benefits which is in liquidation, rehabilitation or
72 conservation proceedings, nor shall it mean any responsible
73 guaranty association. Further, no cause of action shall accrue
74 against a liquidator, rehabilitator, conservator or receiver or
75 third-party administrator of any health maintenance organization,
76 insurance company or other entity responsible for the payment of
77 benefits which is in liquidation, rehabilitation or conservation
78 proceedings or any responsible guaranty association under
79 paragraph (h)3 of this subsection or any policy provision in
80 accordance therewith.

81 (a) A provision as follows:

82 Entire contract; changes: This policy, including the
83 endorsements and the attached papers, if any, constitutes the
84 entire contract of insurance. No change in this policy shall be
85 valid until approved by an executive officer of the insurer and
86 unless such approval be endorsed hereon or attached hereto. No
87 agent has authority to change this policy or to waive any of its
88 provisions.

89 (b) A provision as follows:

90 Time limit on certain defenses:

91 1. After two (2) years from the date of issue of
92 this policy, no misstatements, except fraudulent misstatements,
93 made by the applicant in the application for such policy shall be
94 used to void the policy or to deny a claim for loss incurred or
95 disability (as defined in the policy) commencing after the
96 expiration of such two-year period.

97 (The foregoing policy provision shall not be so construed as
98 to effect any legal requirement for avoidance of a policy or
99 denial of a claim during such initial two-year period, nor to
100 limit the application of subsection (2)(a) and (2)(b) of this
101 section in the event of misstatement with respect to age or
102 occupation.)

103 (A policy which the insured has the right to continue in
104 force subject to its terms by the timely payment of premium (1)
105 until at least age fifty (50) or, (2) in the case of a policy
106 issued after age forty-four (44), for at least five (5) years from

107 its date of issue, may contain in lieu of the foregoing the
108 following provision (from which the clause in parentheses may be
109 omitted at the insurer's option) under the caption
110 "INCONTESTABLE":
111 After this policy has been in force for a period of two (2)
112 years during the lifetime of the insured (excluding any period
113 during which the insured is disabled), it shall become
114 incontestable as to the statements in the application.)
115 2. No claim for loss incurred or disability (as
116 defined in the policy) commencing after two (2) years from the
117 date of issue of this policy shall be reduced or denied on the
118 ground that a disease or physical condition not excluded from
119 coverage by name or specific description effective on the date of
120 loss had existed prior to the effective date of coverage of this
121 policy.
122 (c) A provision as follows:
123 Grace period:
124 A grace period of seven (7) days for weekly premium policies,
125 ten (10) days for monthly premium policies and thirty-one (31)
126 days for all other policies will be granted for the payment of
127 each premium falling due after the first premium, during which
128 grace period the policy shall continue in force.
129 (A policy which contains a cancellation provision may add, at
130 the end of the above provision, "subject to the right of the

131 insurer to cancel in accordance with the cancellation provision
132 hereof."
133 A policy in which the insurer reserves the right to refuse
134 any renewal shall have, at the beginning of the above provision,
135 "unless not less than five (5) days prior to the premium due date
136 the insurer has delivered to the insured or has mailed to his last
137 address as shown by the records of the insurer written notice of
138 its intention not to renew this policy beyond the period for which
139 the premium has been accepted.")
140 (d) A provision as follows:
141 Reinstatement:
142 If any renewal premium be not paid within the time granted
143 the insured for payment, a subsequent acceptance of premium by the
144 insurer or by any agent duly authorized by the insurer to accept
145 such premium, without requiring in connection therewith an
146 application for reinstatement, shall reinstate the policy.
147 However, if the insurer or such agent requires an application for
148 reinstatement and issues a conditional receipt for the premium
149 tendered, the policy will be reinstated upon approval of such
150 application by the insurer or, lacking such approval, upon the
151 forty-fifth day following the date of such conditional receipt
152 unless the insurer has previously notified the insured in writing
153 of its disapproval of such application. The reinstated policy
154 shall cover only loss resulting from such accidental injury as may
155 be sustained after the date of reinstatement and loss due to such

156 sickness as may begin more than ten (10) days after such date. In
157 all other respects the insured and insurer shall have the same
158 rights thereunder as they had under the policy immediately before
159 the due date of the defaulted premium, subject to any provisions
160 endorsed hereon or attached hereto in connection with the
161 reinstatement. Any premium accepted in connection with a
162 reinstatement shall be applied to a period for which premium has
163 not been previously paid, but not to any period more than sixty
164 (60) days prior to the date of reinstatement. (The last sentence
165 of the above provision may be omitted from any policy which the
166 insured has the right to continue in force subject to its terms by
167 the timely payment of premiums (1) until at least age fifty (50)
168 or, (2) in the case of a policy issued after age forty-four (44),
169 for at least five (5) years from its date of issue.)
170 (e) A provision as follows:
171 Notice of claim:
172 Written notice of claim must be given to the insurer within
173 thirty (30) days after the occurrence or commencement of any loss
174 covered by the policy, or as soon thereafter as is reasonably
175 possible. Notice given by or on behalf of the insured or the
176 beneficiary to the insurer at ________________ (insert the
177 location of such office as the insurer may designate for the
178 purpose), or to any authorized agent of the insurer, with
179 information sufficient to identify the insured, shall be deemed
180 notice to the insurer.

181 (In a policy providing a loss of time benefit which may be
182 payable for at least two (2) years, an insurer may, at its option,
183 insert the following between the first and second sentences of the
184 above provision: "Subject to the qualifications set forth below,
185 if the insured suffers loss of time on account of disability for
186 which indemnity may be payable for at least two (2) years, he
187 shall, at least once in every six (6) months after having given
188 notice of claim, give to the insurer notice of continuance of said
189 disability, except in the event of legal incapacity. The period
190 of six (6) months following any filing of proof by the insured or
191 any payment by the insurer on account of such claim or any denial
192 of liability, in whole or in part, by the insurer shall be
193 excluded in applying this provision. Delay in the giving of such
194 notice shall not impair the insured's right to any indemnity which
195 would otherwise have accrued during the period of six (6) months
196 preceding the date on which such notice is actually given.")
197 (f) A provision as follows:
198 Claim forms:
199 The insurer, upon receipt of a notice of claim, will furnish
200 to the claimant such forms as are usually furnished by it for
201 filing proofs of loss. If such forms are not furnished within
202 fifteen (15) days after the giving of such notice, the claimant
203 shall be deemed to have complied with the requirements of this
204 policy as to proof of loss upon submitting, within the time fixed
205 in the policy for filing proofs of loss, written proof covering

206 the occurrence, the character and the extent of the loss for which
207 claim is made.

208 (g) A provision as follows:

209 Proofs of loss:

210 Written proof of loss must be furnished to the insurer at its
211 said office, in case of claim for loss for which this policy
212 provides any periodic payment contingent upon continuing loss,
213 within ninety (90) days after the termination of the period for
214 which the insurer is liable, and in case of claim for any other
215 loss, within ninety (90) days after the date of such loss.
216 Failure to furnish such proof within the time required shall not
217 invalidate or reduce any claim if it was not reasonably possible
218 to give proof within such time, provided such proof is furnished
219 as soon as reasonably possible and in no event, except in the
220 absence of legal capacity, later than one (1) year from the time
221 proof is otherwise required.

222 (h) A provision as follows:

223 Time of payment of claims:

224 1. All benefits payable under this policy for any
225 loss, other than loss for which this policy provides any periodic
226 payment, will be paid within twenty-five (25) days after receipt
227 of due written proof of such loss in the form of a clean claim
228 where claims are submitted electronically, and will be paid within
229 thirty-five (35) days after receipt of due written proof of such
230 loss in the form of clean claim where claims are submitted in

231 paper format. Benefits due under the policies and claims are
232 overdue if not paid within twenty-five (25) days or thirty-five
233 (35) days, whichever is applicable, after the insurer receives a
234 clean claim containing necessary medical information and other
235 information essential for the insurer to administer preexisting
236 condition, coordination of benefits and subrogation provisions. A
237 "clean claim" means a claim received by an insurer for
238 adjudication and which requires no further information, adjustment
239 or alteration by the provider of the services or the insured in
240 order to be processed and paid by the insurer. A claim is clean
241 if it has no defect or impropriety, including any lack of
242 substantiating documentation, or particular circumstance requiring
243 special treatment that prevents timely payment from being made on
244 the claim under this provision. A clean claim includes
245 resubmitted claims with previously identified deficiencies
246 corrected. <u>Upon request, the insurer shall provide to the insured</u>
247 <u>or the provider submitting a claim a written list of the</u>
248 <u>information required and the documentation required for the</u>
249 <u>insurer to deem a claim to be clean, and the insurer shall then be</u>
250 <u>bound to such list.</u> Errors, such as system errors, attributable
251 to the insurer, do not change the clean claim status.
252 A clean claim does not include any of the following:
253 a. A duplicate claim, which means an original
254 claim and its duplicate when the duplicate is filed within thirty
255 (30) days of the original claim;

256 b. Claims which are submitted fraudulently or
257 that are based upon material misrepresentations;
258 c. Claims that require information essential
259 for the insurer to administer preexisting condition, coordination
260 of benefits or subrogation provisions; or
261 d. Claims submitted by a provider more than
262 thirty (30) days after the date of <u>completion of</u> service; if the
263 provider does not submit the claim on behalf of the insured, then
264 a claim is not clean when submitted more than thirty (30) days
265 after the date of billing by the provider to the insured.
266 Not later than twenty-five (25) days after the date the
267 insurer actually receives an electronic claim, the insurer shall
268 pay the appropriate benefit in full, or any portion of the claim
269 that is clean, and notify the provider (where the claim is owed to
270 the provider) or the insured (where the claim is owed to the
271 insured) of the reasons why the claim or portion thereof is not
272 clean and will not be paid and what substantiating documentation
273 and information is required to adjudicate the claim as clean. Not
274 later than thirty-five (35) days after the date the insurer
275 actually receives a paper claim, the insurer shall pay the
276 appropriate benefit in full, or any portion of the claim that is
277 clean, and notify the provider (where the claim is owed to the
278 provider) or the insured (where the claim is owed to the insured)
279 of the reasons why the claim or portion thereof is not clean and
280 will not be paid and what substantiating documentation and

281 information is required to adjudicate the claim as clean. Any
282 claim or portion thereof resubmitted with the supporting
283 documentation and information requested by the insurer shall be
284 paid within twenty (20) days after receipt.

285 For purposes of this provision, the term "pay" means that the
286 insurer shall either send cash or a cash equivalent by United
287 States mail, or send cash or a cash equivalent by other means such
288 as electronic transfer, in full satisfaction of the appropriate
289 benefit due the provider (where the claim is owed to the provider)
290 or the insured (where the claim is owed to the insured). To
291 calculate the extent to which any benefits are overdue, payment
292 shall be treated as made on the date a draft or other valid
293 instrument was placed in the United States mail to the last known
294 address of the provider (where the claim is owed to the provider)
295 or the insured (where the claim is owed to the insured) in a
296 properly addressed, postpaid envelope, or, if not so posted, or
297 not sent by United States mail, on the date of delivery of payment
298 to the provider or insured.

299 2. Subject to due written proof of loss, all
300 accrued benefits for loss for which this policy provides periodic
301 payment will be paid _______________ (insert period for payment
302 which must not be less frequently than monthly), and any balance
303 remaining unpaid upon the termination of liability will be paid
304 within thirty (30) days after receipt of due written proof.

305 3. If the claim is not denied for valid and proper
306 reasons by the end of the applicable time period prescribed in
307 this provision, the insurer must pay the provider (where the claim
308 is owed to the provider) or the insured (where the claim is owed
309 to the insured) interest on accrued benefits at the rate of three
310 percent (3%) per month accruing from the day after payment was due
311 on the amount of the benefits that remain unpaid until the claim
312 is finally settled or adjudicated. Whenever interest due pursuant
313 to this provision is less than One Dollar ($1.00), such amount
314 shall be credited to the account of the person or entity to whom
315 such amount is owed. The provisions of this subparagraph 3 shall
316 not apply to any claims or benefits owed under Medicare Advantage
317 plans or Medicare Advantage Prescription Drug plans.

318 4. In the event the insurer fails to pay benefits
319 when due, the person entitled to such benefits may bring action to
320 recover such benefits, any interest which may accrue as provided
321 in subparagraph 3 of this paragraph (h) and any other damages as
322 may be allowable by law. If it is determined in such action that
323 the insurer acted in bad faith as evidenced by a repeated or
324 deliberate pattern of failing to pay benefits and/or claims when
325 due, the person entitled to such benefits (health care provider or
326 insured) shall be entitled to recover damages in an amount up to
327 three (3) times the amount of the benefits that remain unpaid
328 until the claim is finally settled or adjudicated.

329 (i) A provision as follows:

330 Payment of claims:
331 Indemnity for loss of life will be payable in accordance with
332 the beneficiary designation and the provisions respecting such
333 payment which may be prescribed herein and effective at the time
334 of payment. If no such designation or provision is then
335 effective, such indemnity shall be payable to the estate of the
336 insured. Any other accrued indemnities unpaid at the insured's
337 death may, at the option of the insurer, be paid either to such
338 beneficiary or to such estate. All other indemnities will be
339 payable to the insured. When payments of benefits are made to an
340 insured directly for medical care or services rendered by a health
341 care provider, the health care provider shall be notified of such
342 payment. The notification requirement shall not apply to a
343 fixed-indemnity policy, a limited benefit health insurance policy,
344 medical payment coverage or personal injury protection coverage in
345 a motor vehicle policy, coverage issued as a supplement to
346 liability insurance or workers' compensation. If the insured
347 provides the insurer with written direction that all or a portion
348 of any indemnities or benefits provided by the policy be paid to a
349 licensed health care provider rendering hospital, nursing, medical
350 or surgical services, then the insurer shall pay directly the
351 licensed health care provider rendering such services. That
352 payment shall be considered payment in full to the provider, who
353 may not bill or collect from the insured any amount above that
354 payment, other than the deductible, coinsurance, copayment or

355 other charges for equipment or services requested by the insured
356 that are noncovered benefits. Any dispute between a provider and
357 the insured arising under these provisions regarding assignment of
358 benefits and billing may be resolved by the Commissioner of
359 Insurance. The Commissioner of Insurance shall adopt any rules
360 and regulations necessary to enforce these provisions regarding
361 assignment of benefits and billing.

362 (The following provision may be included with the foregoing
363 provision at the option of the insurer: "If any indemnity of this
364 policy shall be payable to the estate of the insured, or to an
365 insured or beneficiary who is a minor or otherwise not competent
366 to give a valid release, the insurer may pay such indemnity, up to
367 an amount not exceeding $______________ (insert an amount which
368 must not exceed One Thousand Dollars ($1,000.00)), to any relative
369 by blood or connection by marriage of the insured or beneficiary
370 who is deemed by the insurer to be equitably entitled thereto.
371 Any payment made by the insurer in good faith pursuant to this
372 provision shall fully discharge the insurer to the extent of such
373 payment.")

374 (j) A provision as follows:

375 Physical examinations:

376 The insurer at his own expense shall have the right and
377 opportunity to examine the person of the insured when and as often
378 as it may reasonably require during the pendency of a claim
379 hereunder.

380 (k) A provision as follows:

381 Legal actions:

382 No action at law or in equity shall be brought to recover on
383 this policy prior to the expiration of sixty (60) days after
384 written proof of loss has been furnished in accordance with the
385 requirements of this policy. No such action shall be brought
386 after the expiration of three (3) years after the time written
387 proof of loss is required to be furnished.

388 (l) A provision as follows:

389 Change of beneficiary:

390 Unless the insured makes an irrevocable designation of
391 beneficiary, the right to change the beneficiary is reserved to
392 the insured, and the consent of the beneficiary or beneficiaries
393 shall not be requisite to surrender or assignment of this policy,
394 or to any change of beneficiary or beneficiaries, or to any other
395 changes in this policy.

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

399 (2) **Other provisions**. Except as provided in subsection (3)
400 of this section, no such policy delivered or issued for delivery
401 to any person in this state shall contain provisions respecting
402 the matters set forth below unless such provisions are in the
403 words in which the same appear in this section. However, the
404 insurer may, at its option, use in lieu of any such provision a

405 corresponding provision of different wording approved by the
406 commissioner which is not less favorable in any respect to the
407 insured or the beneficiary. Any such provision contained in the
408 policy shall be preceded individually by the appropriate caption
409 appearing in this subsection or, at the option of the insurer, by
410 such appropriate individual or group captions or subcaptions as
411 the commissioner may approve.

412 (a) A provision as follows:

413 Change of occupation:

414 If the insured be injured or contract sickness after having
415 changed his occupation to one classified by the insurer as more
416 hazardous than that stated in this policy or while doing for
417 compensation anything pertaining to an occupation so classified,
418 the insurer will pay only such portion of the indemnities provided
419 in this policy as the premium paid would have purchased at the
420 rates and within the limits fixed by the insurer for such more
421 hazardous occupation. If the insured changes his occupation to
422 one classified by the insurer as less hazardous than that stated
423 in this policy, the insurer, upon receipt of proof of such change
424 of occupation, will reduce the premium rate accordingly, and will
425 return the excess pro rata unearned premium from the date of
426 change of occupation or from the policy anniversary date
427 immediately preceding receipt of such proof, whichever is the most
428 recent. In applying this provision, the classification of
429 occupational risk and the premium rates shall be such as have been

430 last filed by the insurer prior to the occurrence of the loss for
431 which the insurer is liable, or prior to date of proof of change
432 in occupation, with the state official having supervision of
433 insurance in the state where the insured resided at the time this
434 policy was issued; but if such filing was not required, then the
435 classification of occupational risk and the premium rates shall be
436 those last made effective by the insurer in such state prior to
437 the occurrence of the loss or prior to the date of proof of change
438 in occupation.

439 (b) A provision as follows:

440 Misstatement of age:

441 If the age of the insured has been misstated, all amounts
442 payable under this policy shall be such as the premium paid would
443 have purchased at the correct age.

444 (c) A provision as follows:

445 Relation of earnings to issuance:

446 If the total monthly amount of loss of time benefits promised
447 for the same loss under all valid loss of time coverage upon the
448 insured, whether payable on a weekly or monthly basis, shall
449 exceed the monthly earnings of the insured at the time disability
450 commenced or his average monthly earnings for the period of two
451 (2) years immediately preceding a disability for which claim is
452 made, whichever is the greater, the insurer will be liable only
453 for such proportionate amount of such benefits under this policy
454 as the amount of such monthly earnings or such average monthly

455 earnings of the insured bears to the total amount of monthly
456 benefits for the same loss under all such coverage upon the
457 insured at the time such disability commences and for the return
458 of such part of the premiums paid during such two (2) years as
459 shall exceed the pro rata amount of the premiums for the benefits
460 actually paid hereunder; but this shall not operate to reduce the
461 total monthly amount of benefits payable under all such coverage
462 upon the insured below the sum of Two Hundred Dollars ($200.00) or
463 the sum of the monthly benefits specified in such coverages,
464 whichever is the lesser, nor shall it operate to reduce benefits
465 other than those payable for loss of time.

466 (The foregoing policy provision may be inserted only in a
467 policy which the insured has the right to continue in force
468 subject to its terms by the timely payment of premiums (1) until
469 at least age fifty (50) or, (2) in the case of a policy issued
470 after age forty-four (44), for at least five (5) years from its
471 date of issue. The insurer may, at its option, include in this
472 provision a definition of "valid loss of time coverage," approved
473 as to form by the commissioner, which definition shall be limited
474 in subject matter to coverage provided by governmental agencies or
475 by organizations subject to regulations by insurance law or by
476 insurance authorities of this or any other state of the United
477 States or any province of Canada, or to any other coverage the
478 inclusion of which may be approved by the commissioner, or any
479 combination of such coverages. In the absence of such definition,

480 such term shall not include any coverage provided for such insured
481 pursuant to any compulsory benefit statute (including any workers'
482 compensation or employer's liability statute), or benefits
483 provided by union welfare plans or by employer or employee benefit
484 organizations.)

485 (d) A provision as follows:

486 Unpaid premium:

487 Upon the payment of a claim under this policy, any premium
488 then due and unpaid or covered by any note or written order may be
489 deducted therefrom.

490 (e) A provision as follows:

491 Cancellation:

492 The insurer may cancel this policy at any time by written
493 notice delivered to the insured, or mailed to his last address as
494 shown by the records of the insurer, stating when, not less than
495 five (5) days thereafter, such cancellation shall be effective;
496 and after the policy has been continued beyond its original term,
497 the insured may cancel this policy at any time by written notice
498 delivered or mailed to the insurer, effective upon receipt or on
499 such later date as may be specified in such notice. In the event
500 of cancellation, the insurer will return promptly the unearned
501 portion of any premium paid. If the insured cancels, the earned
502 premium shall be computed by the use of the short-rate table last
503 filed with the state official having supervision of insurance in
504 the state where the insured resided when the policy was issued.

505 If the insurer cancels, the earned premium shall be computed pro
506 rata. Cancellation shall be without prejudice to any claim
507 originating prior to the effective date of cancellation.
508 (f) A provision as follows:
509 Conformity with state statutes:
510 Any provision of this policy which, on its effective date, is
511 in conflict with the statutes of the state in which the insured
512 resides on such date is hereby amended to conform to the minimum
513 requirements of such statutes.
514 (g) A provision as follows:
515 Illegal occupation:
516 The insurer shall not be liable for any loss to which a
517 contributing cause was the insured's commission of or attempt to
518 commit a felony or to which a contributing cause was the insured's
519 being engaged in an illegal occupation.
520 (h) A provision as follows:
521 Intoxicants and narcotics:
522 The insurer shall not be liable for any loss sustained or
523 contracted in consequence of the insured's being intoxicated or
524 under the influence of any narcotic unless administered on the
525 advice of a physician.
526 (3) **Inapplicable or inconsistent provisions.** If any
527 provision of this section is, in whole or in part, inapplicable to
528 or inconsistent with the coverage provided by a particular form of
529 policy, the insurer, with the approval of the commissioner, shall

530 omit from such policy any inapplicable provision or part of a
531 provision, and shall modify any inconsistent provision or part of
532 the provision in such manner as to make the provision as contained
533 in the policy consistent with the coverage provided by the policy.
534 (4) **Order of certain policy provisions.** The provisions
535 which are the subject of subsections (1) and (2) of this section,
536 or any corresponding provisions which are used in lieu thereof in
537 accordance with such subsections, shall be printed in the
538 consecutive order of the provisions in such subsections or, at the
539 option of the insurer, any such provision may appear as a unit in
540 any part of the policy, with other provisions to which it may be
541 logically related, provided the resulting policy shall not be, in
542 whole or in part, unintelligible, uncertain, ambiguous, abstruse
543 or likely to mislead a person to whom the policy is offered,
544 delivered or issued.
545 (5) **Third-party ownership.** The word "insured," as used in
546 Sections 83-9-1 through 83-9-21, Mississippi Code of 1972, shall
547 not be construed as preventing a person other than the insured
548 with a proper insurable interest from making application for and
549 owning a policy covering the insured, or from being entitled under
550 such a policy to any indemnities, benefits and rights provided
551 therein.
552 (6) **Requirements of other jurisdictions.**
553 (a) Any policy of a foreign or alien insurer, when
554 delivered or issued for delivery to any person in this state, may

555 contain any provision which is not less favorable to the insured
556 or the beneficiary than the provisions of Sections 83-9-1 through
557 83-9-21, Mississippi Code of 1972, and which is prescribed or
558 required by the law of the state under which the insurer is
559 organized.

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

563 (7) **Filing procedure.** The commissioner may make such
564 reasonable rules and regulations concerning the procedure for the
565 filing or submission of policies subject to the cited sections as
566 are necessary, proper or advisable to the administration of said
567 sections. This provision shall not abridge any other authority
568 granted the commissioner by law.

569 (8) **Administrative penalties.**

570 (a) If the commissioner finds that an insurer, during
571 any calendar year, has paid at least eighty-five percent (85%),
572 but less than ninety-five percent (95%), of all clean claims
573 received from all providers during that year in accordance with
574 the provisions of subsection (1)(h) of this section, the
575 commissioner may levy an aggregate penalty in an amount not to
576 exceed Ten Thousand Dollars ($10,000.00). If the commissioner
577 finds that an insurer, during any calendar year, has paid at least
578 fifty percent (50%), but less than eighty-five percent (85%), of
579 all clean claims received from all providers during that year in

580 accordance with the provisions of subsection (1)(h) of this
581 section, the commissioner may levy an aggregate penalty in an
582 amount of not less than Ten Thousand Dollars ($10,000.00) nor more
583 than One Hundred Thousand Dollars ($100,000.00). If the
584 commissioner finds that an insurer, during any calendar year, has
585 paid less than fifty percent (50%) of all clean claims received
586 from all providers during that year in accordance with the
587 provisions of subsection (1)(h) of this section, the commissioner
588 may levy an aggregate penalty in an amount not less than One
589 Hundred Thousand Dollars ($100,000.00) nor more than Two Hundred
590 Thousand Dollars ($200,000.00). In determining the amount of any
591 fine, the commissioner shall take into account whether the failure
592 to achieve the standards in subsection (1)(h) of this section were
593 due to circumstances beyond the control of the insurer. The
594 insurer may request an administrative hearing to contest the
595 assessment of any administrative penalty imposed by the
596 commissioner pursuant to this subsection within thirty (30) days
597 after receipt of the notice of assessment.
598 (b) Examinations to determine compliance with
599 subsection (1)(h) of this section may be conducted by the
600 commissioner or any of his examiners. The commissioner may
601 contract with qualified impartial outside sources to assist in
602 examinations to determine compliance. The expenses of any such
603 examinations shall be paid by the insurer examined.

604 (c) Nothing in the provisions of subsection (1)(h) of
605 this section shall require an insurer to pay claims that are not
606 covered under the terms of a contract or policy of accident and
607 sickness insurance.

608 (d) An insurer and a provider may enter into an express
609 written agreement containing timely claim payment provisions which
610 differ from, but are at least as stringent as, the provisions set
611 forth under subsection (1)(h) of this section, and in such case,
612 the provisions of the written agreement shall govern the timely
613 payment of claims by the insurer to the provider. If the express
614 written agreement is silent as to any interest penalty where
615 claims are not paid in accordance with the agreement, the interest
616 penalty provision of subsection (1)(h)3 of this section shall
617 apply.

618 (e) The commissioner may adopt rules and regulations
619 necessary to ensure compliance with this *** * *** section.

620 **SECTION 4.** This act shall take effect and be in force from
621 and after July 1, 2023, and shall stand repealed on June 30, 2023.

Further, amend by striking the title in its entirety and inserting in lieu thereof the following:

1 AN ACT TO PROHIBIT AN INSURER OR OTHER PAYOR FROM SETTING A
2 MAXIMUM DOLLAR AMOUNT OF REIMBURSEMENT FOR NONINVASIVE VENTILATION
3 OR VENTILATION TREATMENTS PROPERLY ORDERED AND BEING USED IN AN
4 APPROPRIATE CARE SETTING; TO INCLUDE SPECIFIC SERVICES THAT THE
5 DURABLE MEDICAL EQUIPMENT SUPPLIER SHALL BE REQUIRED TO PROVIDE;
6 TO REQUIRE AN INSURER, SUBCONTRACTOR, THIRD-PARTY ADMINISTRATOR OR
7 OTHER PAYOR TO REIMBURSE DURABLE MEDICAL EQUIPMENT SUPPLIERS FOR
8 HOME USE NONINVASIVE AND INVASIVE VENTILATORS ON A CONTINUOUS

9 MONTHLY PAYMENT BASIS FOR THE DURATION OF MEDICAL NEED THROUGHOUT
10 A PATIENT'S VALID PRESCRIPTION PERIOD; TO AUTHORIZE THE
11 COMMISSIONER OF INSURANCE TO ADOPT RULES AND REGULATIONS TO
12 ADDRESS ANY INEQUALITIES REGARDING PROVIDER REIMBURSEMENT RATES
13 PAID BY AN INSURER, SUBCONTRACTOR, OTHER PAYOR OR BY THIRD-PARTY
14 ADMINISTRATORS; TO PROVIDE THAT FAILURE TO COMPLY WITH RULES AND
15 REGULATIONS ADOPTED BY THE COMMISSIONER SHALL RESULT IN A FINE NOT
16 TO EXCEED $10,000.00 PER VIOLATION; TO AMEND SECTION 83-9-5,
17 MISSISSIPPI CODE OF 1972, TO CLARIFY REQUIREMENTS FOR A CLEAN
18 CLAIM; TO PROVIDE THAT THE COMMISSIONER OF INSURANCE MAY ADOPT
19 RULES AND REGULATIONS NECESSARY TO ENSURE COMPLIANCE WITH THE
20 SECTION; AND FOR RELATED PURPOSES.