



## Ohio Revised Code Section 3923.04 Policy standard provisions.

Effective: July 1, 1956

Legislation: House Bill 881 - 101st General Assembly

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Except as provided in section 3923.07 of the Revised Code, every policy of sickness and accident insurance delivered, issued for delivery, or used in this state shall contain the standard provisions specified in this section in the words in which the same appear in this section. Such standard provisions shall be preceded individually by the caption appearing in this section or, at the option of the insurer, by such appropriate individual or group captions or subcaptions as the superintendent of insurance may approve.

(A) A provision as follows: Entire contract; changes. This policy, including the indorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval be indorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

No statement made by an applicant for a policy of sickness and accident insurance not included therein shall avoid the policy or be used to deny any claim thereunder or be used in any legal proceeding thereunder.

(B) A provision in two parts as follows: Time limit on certain defenses. (1) After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for this policy shall be used to void this policy or to deny a claim for loss incurred or disability (as defined in this policy) commencing after the expiration of such twoyear period.

The policy provision in division (B)(1) of this section shall not be so construed as to affect any legal requirements for avoidance of a policy or denial of a claim during such initial twoyear period, nor to limit the application of divisions (A), (B), (C), (D), and (E) of section 3923.05 of the Revised Code in the event of misstatement with respect to age, occupation, or other insurance.

A policy which the insured has the right to continue in force subject to its terms by the timely



payment of premiums until at least age fifty, or a policy issued after the insured has attained age forty-four and which the insured has the right to continue in force subject to its terms by the timely payment of premiums for at least five years from its date of issue, may contain, in lieu of the foregoing policy provision in division (B)(1) of this section, a provision, from which the clause in parentheses may be omitted at the insurer's option, under the caption Incontestable, as follows: After this policy has been in force for a period of two years during the lifetime of the insured (excluding any period during which the insured is disabled), it shall become incontestable as to the statements contained in the application.

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

No chronic disease or chronic physical condition may be excluded from the coverage of a policy of sickness insurance or from the sickness insurance coverage of a policy of sickness and accident insurance except by name or specific description.

(C) A provision as follows: Grace period. A grace period of \_\_\_\_\_ days will be granted for the payment of each premium falling due after the first premium, during which grace period this policy shall continue in force.

The insurer shall insert in the blank space in the policy provision in division (C) of this section a number not smaller than seven for weekly premium policies or ten for monthly premium policies or thirty-one for all other policies.

A policy in which the insurer reserves the right to refuse any renewal shall contain a provision, at the beginning of the policy provision in division (C) of this section, as follows: Unless not less than five days prior to the premium due date the insurer has delivered to the insured or has mailed to his last address as shown by the records of the insurer written notice of its intention not to renew this policy beyond the period for which the premium has been accepted. Each such policy, other than an accident insurance only policy, shall provide in substance, in a provision thereof or in an indorsement thereon or in a rider attached thereto, that the insurer may not refuse renewal of the



policy before the first anniversary, or between anniversaries, of its date of issue, and that any non-renewal of the policy by the insurer or insured shall be without prejudice to any claim originating prior to the effective date of non-renewal.

(D) A provision as follows: Reinstatement. If any renewal premium be not paid within the time granted the insured for payment, a subsequent acceptance of premium by the insurer or by any agent duly authorized by the insurer to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate this policy. If the insurer or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, this policy will be reinstated upon approval of such application by the insurer or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless the insurer has previously notified the insured in writing of its disapproval of such application. The reinstated policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than ten days after such date. In all other respects the insured and insurer shall have the same rights thereunder as they had under this policy immediately before the due date of the defaulted premium, subject to any provisions indorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty days prior to the date of reinstatement.

The last sentence of the policy provision in division (D) of this section may be omitted from any policy which the insured has the right to continue in force subject to its terms by the timely payment of premiums until at least age fifty or from any policy issued after the insured has attained age forty-four and which the insured has the right to continue in force subject to its terms by the timely payment of premiums for at least five years from its date of issue.

(E) A provision as follows: Notice of claim. Written notice of claim must be given to the insurer within twenty days after the occurrence or commencement of any loss covered by this policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the insurer at \_\_\_\_\_ or to any authorized agent of the insurer, with information sufficient to identify the insured, shall be deemed notice to the insurer.

The insurer shall insert in the blank space in the policy provision in division (E) of this section the



location of such office as it may desire to designate for the purpose of notice.

In a policy providing a loss of time benefit which may be payable for at least two years, an insurer may insert, between the first and second sentences of the policy provision in division (E) of this section, a provision as follows:

Subject to the qualifications set forth below, if the insured suffers loss of time on account of disability for which indemnity may be payable for at least two years, he shall, at least once in every six months after having given notice of claim, give to the insurer notice of continuance of said disability, except in the event of legal incapacity. The period of six months following any filing of proof by the insured or any payment by the insurer on account of such claim or any denial of liability in whole or in part by the insurer shall be excluded in applying this provision. Delay in giving of such notice shall not impair the insured's right to any indemnity which would otherwise have accrued during the period of six months preceding the date on which such notice is actually given.

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

(G) A provision as follows: Proofs of loss. Written proof of loss must be furnished to the insurer at its office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within ninety days after the termination of the period for which the insurer is liable and in case of claim for any other loss within ninety days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

(H) A provision as follows: Time of payment of claims. Indemnities payable under this policy for any loss, other than loss for which this policy provides any periodic payment, will be paid



immediately upon, or within thirty days after, receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid \_\_\_\_\_ and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

The insurer shall insert in the blank space in the provision in division (H) of this section a period for payment which must not be less frequently than monthly. The insurer may at its option omit from the provision in division (H) of this section ", or within thirty days after,".

(I) A provision as follows: Payment of claims. Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the insured. Any other accrued indemnities unpaid at the insured's death may, at the option of the insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the insured.

The insurer may at its option add at the end of the provision in division (I) of this section, the following provisions or either of the following provisions:

(1) If any indemnity of this policy shall be payable to the estate of the insured, or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, the insurer may pay such indemnity, up to an amount not exceeding \_\_\_\_\_ dollars, to any relative by blood or connection by marriage of the insured or beneficiary who is deemed by the insurer to be equitably entitled thereto. Any payment made by the insurer in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.

(2) Subject to any written direction of the insured in the application or otherwise all or a portion of any indemnities provided by this policy on account of hospital, nursing, medical, or surgical services may, at the insurer's option and unless the insured requests otherwise in writing not later than the time of filing proofs of such loss, be paid directly to the hospital or person rendering such services; but it is not required that the services be rendered by a particular hospital or person.

The insurer shall insert in the blank space in the policy provision in division I(1) of this section an



amount which shall not exceed one thousand dollars.

(J) A provision as follows: Physical examination and autopsy. The insurer at its own expense shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

(K) A provision as follows: Legal actions. No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

(L) A provision as follows: Change of beneficiary. Unless the insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

The insurer may at its option omit from the provision in division (L) of this section the following:  
Unless the insured makes an irrevocable designation of beneficiary.

(M) A provision, which shall be contained in the policy or in an indorsement thereon or in a rider attached thereto, as follows: Cancellation by the insured. Non-cancellation by the insurer. The insured may cancel this policy at any time by written notice delivered or mailed to the insurer, effective upon receipt or on such later date as may be specified in such notice. In the event of cancellation, the insurer will return promptly the unearned portion of any premium paid. The earned premium shall be computed by the use of the short-rate table last filed with the state official having supervision of insurance in the state where the insured resided when this policy was issued. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation. The insurer may not cancel this policy. This provision nullifies any other provision, contained in this policy or in any indorsement hereon or in any rider attached hereto, which provides for cancellation of this policy by the insurer or by the insured.