

gate value of benefits provided by a contract entered into after July 1, 1973 shall not be less than those provided by the preexisting contract.

Provided, however, that no such contract need be awarded or submitted or resubmitted to bid more frequently than once every 60 months, unless

(a) pursuant to a change in benefits or protections under the policy, contract or program, a 10 to 20 percent change in the original premium under the policy contract is provided, required or indicated; or

(b) for any reason whatsoever, a 20 percent or greater change in the original premium under the policy contract is provided, required or indicated.

When an insurer proposes an increase in rates of 20 percent or more, it shall accompany its proposal with a claims listing for the appropriate period that explains the proposed increase. When a contract is resubmitted for bids because of a proposed increase in rates of 20 percent or more the claims listing shall accompany the specifications for the contract.

Subd. 2. **INSURANCE PROVISIONS; DISCLOSURE.** Every governmental subdivision, political subdivision, or other body corporate and politic contracting for and providing group insurance protection and benefits as provided in subdivision 1, shall file with the clerk or other comparable officer of the subdivision or other body within five months of the annual anniversary date of the contract, the particulars and details of such insurance plan or program in the same general manner and form as that required by the federal government for the disclosure and filing of group insurance information by employers not otherwise exempt.

Sec. 2. **EFFECTIVE DATE.** Section 1 of this act shall take effect on July 1, 1973.

Approved May 19, 1973.

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CHAPTER 339—S.F.No.1316

[Coded]

*An act relating to insurance; providing continuing group accident and health coverage for survivors of a deceased employee.*

Changes or additions indicated by underline, deletions by ~~strikeout~~.

Be it enacted by the Legislature of the State of Minnesota:

**Section 1. [62A.145] GROUP ACCIDENT AND HEALTH INSURANCE; SURVIVOR COVERAGE; SURVIVORS OF DECEASED EMPLOYEE; DEFINITIONS.** Subdivision 1. For the purposes of sections 1 and 2, the terms defined in this section shall have the meanings here given them.

Subd. 2. "Covered employee" means any person who, at the time of his death, was employed by any employer providing, offering or contributing to group insurance coverage for that employee who was so enrolled for the coverage.

Subd. 3. "Group insurance" means any policy or contract of accident and health protection, regardless of by whom underwritten, paid for in full or in part by an employer, which provides benefits, including cash payments for reimbursement of expenses and the provision of usual and needed health care and medical services as the result of any injury, sickness, disability or disease suffered by a group of employees, or any one of them, and the dependents of such employees.

Subd. 4. "Employer" means any natural person, company, corporation, partnership, association or firm which employs any employee.

Subd. 5. "Survivor" means any person who would be entitled to and be dependent upon economic support by an employee if that employee were alive; including any spouse and/or child or children as defined by the group insurance policy.

**Sec. 2. [62A.146] GROUP INSURANCE; CONTINUATION OF BENEFITS TO SURVIVORS.** Every employer providing a policy or plan of accident and health protection and benefits for his employees, or any of them, and the dependents of such employees shall not, except upon the written consent of the survivor or survivors of any deceased covered employee, terminate, suspend or otherwise restrict the participation in or the receipt of benefits otherwise payable under such policy or plan of group insurance to such survivor or survivors within one year of the covered employee's death. Provided, however, that any survivor or survivors, in order to have the coverage and benefits extended for such one year period, as herein provided, may be required to pay the entire cost of such protection. Failure of the survivor to make premium payments in advance to the employer shall be a basis in itself for the termination of the coverage without the written consent heretofore required for such termination, but in event of termination by reason of the survivor's failure to make required premium payments, if any, written notice of such cancellation must be sent

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by the policyholder by mail to said survivor's last known address at least 15 days prior to such cancellation.

Approved May 19, 1973.

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## CHAPTER 340—S.F.No.1242

[Coded]

*An act relating to insurance; requiring employers and insurers to continue group accident and health policy benefits to disabled employees.*

Be it enacted by the Legislature of the State of Minnesota:

Section 1. **[62A.147] GROUP ACCIDENT AND HEALTH INSURANCE; DISABLED EMPLOYEES' BENEFITS; DEFINITIONS.** Subdivision 1. For the purposes of sections 1 and 2, the terms defined in this section shall have the meanings here given them.

Subd. 2. "Covered employee" means any person who, at the time he suffered an injury resulting in total disability or became totally disabled by reason of illness, was employed by and receiving a salary, commission, hourly wage, or other remuneration for his services by any employer providing, offering or contributing to group insurance coverage for that employee who was so enrolled for the coverage.

Subd. 3. "Total disability" means (a) the inability of an injured or ill employee to engage in or perform the duties of his regular occupation or employment within the first two years of such disability and (b) after the first two years of such disability, the inability of the employee to engage in any paid employment or work for which he may, by his education and training, including rehabilitative training, be or reasonably become qualified.

Subd. 4. "Group insurance" means any policy or contract of accident and health protection, regardless of by whom underwritten, which provides benefits, including cash payments for reimbursement of expenses or the provision of usual needed health care and medical services as the result of any injury, sickness, disability or disease suffered by a group of employees, or any one of them, and which protection is paid for or otherwise provided in full or in part by an employer.

Changes or additions indicated by underline, deletions by ~~strikeout~~.