

31A-21-503 Discrimination based on domestic violence or child abuse prohibited.

- (1) Except as provided in Subsection (2), an insurer of life or accident and health insurance may not consider whether an insured or applicant is the subject of domestic abuse as a factor to:
- (a) refuse to insure the applicant;
 - (b) refuse to continue to insure the insured;
 - (c) refuse to renew or reissue a policy to insure the insured or applicant;
 - (d) limit the amount, extent, or kind of coverage available to the insured or applicant;
 - (e) charge a different rate for coverage to the insured or applicant;
 - (f) exclude or limit benefits or coverage under an insurance policy or contract for losses incurred;
 - (g) deny a claim; or
 - (h) terminate coverage or fail to provide conversion privileges in violation of Section 31A-22-612 under a group accident and health policy for the insured because the coverage was issued in the name of the perpetrator of the domestic violence or abuse.
- (2)
- (a) Notwithstanding Subsection (1), an insurer may underwrite on the basis of the physical or mental condition of an insured or applicant if the underwriting is on the basis of a determination that there is a correlation between the medical or mental condition and a material increase in insurance risk.
 - (b) For purposes of Subsection (2)(a), the fact that an insured or applicant is a subject of domestic abuse is not a mental or physical condition.
 - (c) The determination required by Subsection (2)(a) shall be made in conformance with sound actuarial principles.
 - (d) Within 30 days after receiving an oral or written request from an insured or applicant, an insurer shall disclose in writing:
 - (i) the basis of an action permitted under Subsection (2)(a); and
 - (ii) if the policy has been issued or modified, the extent the action taken will impact the amount, extent, or kind of coverage or benefits available to the insured.

Amended by Chapter 319, 2013 General Session