

**ELECTRONIC INSURANCE NOTICES AND DOCUMENTS WORKING GROUP
MINUTES OF AUGUST 19, 2013 MEETING
KING KALAKAUA BUILDING
QUEEN KAPIOLANI CONFERENCE ROOM**

Present: Martha Im, Insurance Division; Gordon Ito, Insurance Commissioner; Ann Le Lievre, Insurance Division; Lori Lum, Watanabe Ing LLP, representing Property Casualty Insurers Association of America; Alison Powers, Hawaii Insurers Council; Bob Toyofuku, Commission to Promote Uniform Legislation; Tiffany Yajima, Ashford & Wriston LLLP.

Conference Call Participants: Alex Hageli, Property Casualty Insurers Association of America; Robert Joslin, Hawaii Public Adjusters; Bob Nash, State Farm Insurance Companies; Mark Sektnan, Property Casualty Insurers Association of America.

1. Call to order; public notice

Insurance Commissioner Gordon Ito called the meeting to order at 10:05 a.m. Public notice for this meeting was timely filed with the Lieutenant Governor's office on August 7, 2013.

Commissioner Ito opened the meeting by welcoming members and participants, and also reminded members that the Working Group is following the Sunshine Law. Discussion among members should occur in open hearing.

2. Approval of minutes of July 31, 2013 meeting

The minutes of the July 31, 2013 meeting were previously circulated to members for their review.

Alex Hageli stated a correction was needed on page 3 of the proposed July 31, 2013 minutes. He clarified that he did not state that the scope of Hawaii's Uniform Electronic Transactions Act (UETA) statute was broader than UETA. Rather, he raised as a point of discussion, language in Senate Concurrent Resolution 159 that seemed an overly broad statement regarding Hawaii's UETA statute excluding insurance documents and notices from its purview. He believed that Hawaii's UETA statute excluded insurance notices of cancellation only and not all insurance documents and notices.

Alex Hageli moved, and Bob Toyofuku seconded, to approve the minutes of the July 31, 2013 meeting as corrected. The motion passed unanimously.

3. Discussion of state laws regarding electronic notices

A. Working Group Representatives' positions on use of electronic notices and documents

Commissioner Ito stated that at the initial July 31, 2013 meeting, he asked Working Group representatives to submit their respective positions regarding use of electronic insurance notices and documents. Documents were circulated to the members of the working group, as well as other participants in advance of today's meeting. A copy of the following documents circulated are attached hereto and incorporated as part of the meeting minutes: NAIC Compendium of State Laws regarding Electronic and Digital Signature Law of General Application, attached as Exhibit A; Tennessee Department of Commerce and Insurance Bulletin dated January 26, 2012 regarding Electronic Notifications, attached as Exhibit B; 2011 Maryland Senate Bill 571 regarding Insurance – Delivery of Notices by Electronic Means, attached as Exhibit C; Memorandum from Alison Powers, Hawaii Insurers Council, dated August 9, 2013 regarding parameters of an electronic documents law in Hawaii with four attachments [Electronic Posting of Policies; Posting of Policy Documents – Benefits; 2013 Minnesota Bill H.F. No. 1587; Nevada draft law regarding electronic transmission of insurance documents], attached as Exhibit D; Letter from Mark Sektnan, Property Casualty Insurers Association of America, to Gordon I. Ito, dated August 9, 2013 with the following attachment: Electronic Documents in Insurance – Laws & Regulations Chart, attached as Exhibit E.

Alison Powers of Hawaii Insurers Council (HIC) stated HIC was in support of use of electronic insurance notices and documents, similar to the statutory language used by Minnesota or by Nevada. She noted that Nevada had not yet enacted legislation as proposed. Both Minnesota and Nevada have provisions that allow for posting of documents on websites, provided such documents contain no personally identifiable information.

Mark Sektnan of Property Casualty Insurers Association of America (PCI) stated PCI would encourage provisions that allow consumers to receive documents electronically in as easy and effective a way as possible. He noted that UETA has opt-in provisions. PCI would want provisions that are consistent with UETA. The website would need to be a secure, password protected site. For standard policy forms and endorsements with no personally identifiable information, PCI supports having documents in electronic format, with opt-out provisions to receive paper documents.

Bob Nash of State Farm Insurance Companies (State Farm) stated State Farm generally supports opt-in provisions; State Farm does however fully support opt-out provisions that would allow consumers to look at policy forms on the website.

Commissioner Ito raised the following question: if policy forms and endorsements are provided electronically or posted on the website, and subsequent changes are made to the forms or endorsements, how would the consumer know there

are changes to the form or endorsements? Bob Toyofuku asked if notice would be sent to the individual policyholder or if a mass notification would be sent out regarding any change?

Bob Nash stated that changes would be policyholder-specific and any change notifications are currently done by State Farm through paper notification.

B. Minnesota Law and other state laws

Discussion regarding the Minnesota law ensued. Alison Powers represented that there are two (2) parts to the Minnesota statute: 1) the standard policy form and standard endorsements, that have no personally identifiable information, would be posted on the website and the policyholder must opt-out to receive the documents and endorsements in paper form; and 2) documents with personally identifiable information are in paper form and the policyholder must opt-in to receive them in electronic form.

Commissioner Ito asked how a policyholder would be able to confirm that the policy or endorsement is accurate.

Bob Nash stated for those who favor opt-out, or receiving documents electronically, the notice of change to a policy would be opt-in. To receive standard policy forms, policy holders would opt-out to receive them in paper format.

Alex Hageli stated the Model Law, like Minnesota, requires the insurer to provide the policyholder the policy or endorsement in the method by which the policyholder requests. If there is a standard policy and endorsement with no personally identifiable information, the policyholder would be provided a link to the standard form policy and endorsement purchased. The Model Law on which the Minnesota law is based would have everything else as an opt-in. If policyholders want paper copies of standard policies and endorsements, there would be no charge.

Commissioner Ito asked if electronic transmission of notices and documents would be appropriate in certain circumstances, such as with uninsured/underinsured motorist (UM/UIM) coverage. If an individual chooses not to purchase UM/UIM coverage, this would not be in the standard policy form. As there would be personally identifiable information in such a policy, a consumer would need to opt-in to receive the policy in electronic format. Alison Powers agreed that coverage issues for UM/UIM motorists in a policy would contain personally identifiable information, therefore, the election form would not be available on the website and a policyholder would need to opt-in to have access to an electronic version of the policy. Bob Toyofuku added that the declaration page of a policy would be specific to an individual; therefore, a policyholder would need to opt-in.

When asked for clarification of the terms “opt-in” an “opt-out”, it was stated that for purposes of the discussion, to “opt-in” means there is a conscious choice by the policyholder to obtain any documents or notices electronically. The consumer must

affirmatively assent to receive the documents electronically. When a policyholder chooses to “opt-out”, they will receive the document or notice in hard copy or paper form.

Bob Toyofuku shared that a number of states have enacted UETA. He wrote to the Commission to Promote Uniform Legislation, and will be in contact with the chair of the original UETA drafting committee, to obtain information regarding both the industry and consumer perspectives on use of electronic transmission of insurance documents. He will also contact his counterpart in Minnesota to discuss the pros and cons of having documents and notices in electronic format.

Discussion ensued regarding UETA having been passed in 1999 and the many changes since then. Younger consumers want documents by electronic means and do not want a hard copy mailed to them. The other perspective to consider is the termination of coverage without notice. It was pointed out that even when a policy premium is mailed, the premium notice is often overlooked as some individuals do not realize the bill is included along with the policy in the thick mailing envelope.

Alex Hageli suggested Bob Toyofuku also speak with Kansas and Missouri as those two states enacted the same law as Minnesota this year. Alison Powers stated the Minnesota law is very new, implemented on August 1. The Minnesota statute, based on the industry Model Law, has both opt-in and opt-out language, and is a separate law from UETA. The opt-in language in the Model Law is the state version of the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) law. Virginia is the state with the oldest opt-out version, enacted in 2011.

PCI opposes language that would have any proposed law be completely opt-in. State Farm is okay with either an opt-in or opt-out provision in any proposed law for Hawaii. HIC expressed wanting the standard policy form and endorsements be an opt-out option.

Robert Joslin raised the question of whether having electronic versions of insurance policies and other documents would result in re-writing the Insurance Code. Alex Hageli shared that Minnesota, Kansas, and Missouri laws are the Federal E-SIGN law tailored to the state insurance code. The Model law these three (3) states based their laws on specifically applies to the insurance industry. Hawaii law already applies to banks and financial institutions. Having language in place in the Insurance Code will avoid any confusion that insurers are allowed to provide documents in electronic format.

Further considerations were raised as to the problems consumers in Hawaii, especially the elderly, may face with electronic insurance documents and notices such as cancellations and non-renewals. Some individuals are in areas with poor cell phone receptions and internet access. It was brought up that only those who opt-in will receive electronic notices. Policyholders would be asked to provide an email address, which would remind the individual that they requested electronic policies.

The percentage of policyholders requesting electronic documents varies. For PCI, over 50% of their policyholders are requesting electronic versions. State Farm represented the preference for electronic documents may stem from a “green” issue and wanting to preserve the environment. Consumers requesting lower premiums if they choose for electronic documents is really a ratings issue.

Commissioner Ito stated that a cursory review of the Minnesota law shows the only line of insurance not allowed in electronic format is health. Most of the law addresses property and casualty. It was not clear if the law applied to life.

HIC stated they are not opposed to narrowly applying any Hawaii law to property and casualty only. State Farm stated electronic delivery with opt-in provisions would be appropriate for property and casualty, as well as life, but that health insurance would be entirely different.

4. Possible discussion topics and presentations for future meetings

All participants in the call today will be provided a copy of the Model Law, as well as the Minnesota, Missouri, and Kansas laws. All materials to be circulated should be sent to Martha Im, with a cc to Ann Le Lievre, in advance of the next meeting. Martha’s contact information remains the same.

Members will discuss the scope of use of electronic insurance documents and notices for the next meeting, whether use should be limited to property and casualty only, or to both property and casualty and life. Representatives from the life insurance industry will be invited to the next meeting to provide input.

It is anticipated that the Working Group will have a better sense of everyone’s positions on this issue, and at the next meeting, the Working Group may take a vote on any recommendations to the Legislature if there is enough information.

5. Submission of testimony by interested parties and members of the public

Interested parties and members of the public may submit testimony to the Working Group by: mail (335 Merchant St #213, Honolulu, HI 96813), fax (808-586-2806), or email (ins@dcca.hawaii.gov).

6. Next meeting

The Working Group agreed to schedule the next two (2) meetings in anticipation of submitting a recommendation and draft report to the Legislature.

The next meeting will take place on Tuesday, September 3, 2013 at 11:00 a.m. Hawaii time. Anticipated topics of discussion will focus on other states’ use of electronic

notices, and discussion of a draft report. If there is no consensus, discussion will focus on how to frame the report.

The fourth meeting of the Working Group is scheduled for September 16, 2013 at 10 a.m. Hawaii time.

7. Adjournment

The meeting was adjourned at 11:00 a.m.

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

The date following each state indicates the last time information for the state was reviewed/changed.

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
AL (4/12)	Uniform Electronic Transactions Act §§ 8-1A-1 to 8-1A-20	Applies generally, but with exceptions, including laws relating to wills or testamentary trusts, certain sections of the Uniform Commercial Code, and family law matters. Does not apply to judicial documents, notices of termination or cancellation of utility services or insurance benefits, and product recall notices.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In any proceeding, evidence of a signature may not be excluded because it is in electronic form.
AK (4/12)	Uniform Electronic Transactions Act §§ 09.80.010 to 09.80.195	Applies generally, but with exceptions, including laws relating to wills or testamentary trusts, certain sections of the Uniform Commercial Code, and family law matters. Does not apply to judicial documents, notices of termination or cancellation of utility services or insurance benefits, and product recall notices.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	In any proceeding, evidence of a signature may not be excluded because it is in electronic form.

EXHIBIT A-000001

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
AZ (4/12)	Electronic Transactions Act §§ 44-7001 to 44-7051	Applies generally, but with exceptions, including laws relating to wills or testamentary trusts.	An electronic signature cannot be denied legal effect solely because it is in electronic form. An electronic signature satisfies any law requiring a signature. An electronic signature is attributable to a person if it was the act of the person or the person's electronic agent; this may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process that is attached to or logically associated with a record and that is executed or adopted by an individual with the intent to sign the record. An electronic signature is secure if it can be demonstrated that at the time of making it was unique to user; capable of verification; under user's sole control; and linked to electronic record such that a change to the record would invalidate the signature.	In any proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
	§ 41-132	Applies to filings with or by state organizations.	An electronic signature may be used and has the same force and effect as a written signature.	An electronic signature shall be unique to user; capable of reliable verification; and linked to a record in a manner so that if record changed, the electronic signature is invalidated.	No provision

EXHIBIT A-000002

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
AR (4/12)	Uniform Electronic Transactions Act §§ 25-32-101 to 25-32-120	Applies generally but with exceptions, including laws relating to wills and testamentary trusts and sections of the Uniform Commercial Code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
	Electronic Records and Signatures Act §§ 25-31-101 to 25-31-105 See also § 23-61-107; Bulletin 5-99. Insurance commissioner may accept electronic signatures, but signature must provide enough information to allow commissioner to confirm it is authentic. Bulletin 6-2002 Regulatory issues associated with the provision of insurance electronically.	Applies generally.	Where a person accepts or agrees to be bound by an electronic record executed or adopted with an electronic signature, any rule of law requiring a signature is satisfied.	An electronic signature means an electronic or digital method executed or adopted with the party's intent to be bound or authenticate. It must also be unique to the user; capable of verification; under sole control of user; and linked to data such that the signature is invalidated if the data are changed.	No provision

EXHIBIT A-000003

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
CA (4/12)	Uniform Electronic Transactions Act Civ. Code §§ 1633.1 to 1633.17	Applies generally, but with numerous exceptions, including laws relating to wills or testamentary trusts and sections of the Uniform Commercial Code.	Where parties to a transaction have agreed to conduct the transaction by electronic means, a signature may not be denied legal effect solely because it is in electronic form. Effect of electronic signature determined from circumstances at time of its use. A law requiring a signature is satisfied by an electronic signature. An electronic signature is attributable to a person as if it was the act of the person.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.	In a proceeding, evidence of an electronic signature may not be excluded solely because it is in electronic form.
	Gov't Code § 16.5	Applies to communications with public entities.	A digital signature shall have the same force and effect as use of manual signature if it embodies the required attributes.	A digital signature is a computer-created electronic identifier intended by the user to have same force and effect as use of a manual signature. To have same force and effect of manual signature, digital signature must be unique to user; capable of verification; under sole control of user; linked to data such that signature invalidated if data changed; and in conformity with regulations adopted by secretary of state.	No provision

EXHIBIT A-000004

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
CO (4/12)	Electronic Signatures § 24-71-101 Uniform Electronic Transactions Act §§ 24-71.3-101 to 24-71.3-121	Applies to non-governmental transactions. Applies to any electronic record or electronic signature.	Not specifically addressed. A signature created in a governmental transaction may not be denied legal effect solely because it is in electronic form. A rule of law requiring a signature is satisfied by an electronic signature.	Electronic signature means an electronic sound, symbol or process attached to or logically associated with a record and executed or adapted by a person with the intent to sign the record. Electronic signature means an electronic sound, symbol or process attached to or logically associated with a record and executed or adapted by a person with the intent to sign the record.	No provision Evidence of a record or signature may not be excluded solely because it is in electronic form.
CT (4/12)	Uniform Electronic Transactions Act §§ 1-266 to 1-286	Applies generally, but with exceptions, including laws governing wills and testamentary trusts, sections of the Uniform Commercial Code and various corporate laws. Does not apply to notices of termination or cancellation of utility services or insurance benefits, and product recall notices.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

EXHIBIT A-000005

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

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STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
DE (4/12)	Uniform Electronic Transactions Act Tit. 6 §§ 12A-101 to 12A-117	Applies generally, but with exceptions, including laws governing wills and testamentary trusts, sections of the Uniform Commercial Code, UCITA, and various corporate laws.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
DC (4/12)	Uniform Electronic Transactions Act §§ 28-4901 to 28-4918	Applies generally, but with exceptions, including laws governing wills or testamentary trusts, and certain sections of the D.C. Code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

EXHIBIT A-000006

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
FL (4/12)	Uniform Electronic Transaction Act § 668.50	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts, sections of the Uniform Commercial Code, UCITA, and rules of judicial procedure.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
	Electronic Signature Act §§ 668.001 to 668.006	Applies generally.	Unless otherwise provided, an electronic signature may be used to sign a writing and shall have the same force and effect as a written signature.	A digital signature means a type of electronic signature that transforms a message using an asymmetric cryptosystem.	No provision
GA (4/12)	Uniform Electronic Transactions Act §§ 10-12-1 to 10-12-20	Applies generally.	Signatures shall not be denied legal effect because they are electronic. A rule of law requiring a signature is satisfied by an electronic signature. An electronic signature is permitted even where a statute or regulation specifies a particular type of non-electronic signature.	An electronic signature means a signature created or transmitted electronically, including a secure electronic signature. A secure electronic signature means an electronic or digital method adopted by a party that is unique to user; capable of verification; under sole control of user; and linked to data such that signature is invalidated if data are changed.	In any legal proceeding, an electronic signature shall not be inadmissible solely because it is electronic. However, where the integrity of an electronic signature is challenged in court, the proponent has the burden of proving authenticity.

EXHIBIT A-000007

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
HI (4/12)	Uniform Electronic Transactions Act §§ 489E-1 to 489E-19	Applies generally, but with numerous exceptions, including laws relating to wills and testamentary trusts, sections of the Uniform Commercial Code, and laws or rules concerning termination or material alteration of insurance benefits.	A signature shall not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature shall not be excluded solely because it is in electronic form.
ID (4/12)	Uniform Electronic Transactions Act §§ 28-50-101 to 28-50-120	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts, and sections of the Uniform Commercial Code.	A signature may not be denied legal effect solely because it is in electronic form. A law requiring a signature is satisfied with an electronic signature. An electronic signature is attributable to a person if it was the act of a person, which may be shown in any manner. The effect of the electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

EXHIBIT A-000008

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

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STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
IL (4/12)	Electronic Commerce Security Act 5 ILCS 175/1-101 to 175/99-1	Applies generally.	Signatures shall not be denied legal effect because they are in electronic form. With certain exceptions, where a rule of law requires a signature, or provides consequences if a document is unsigned, an electronic signature satisfies that rule of law. A secure electronic signature satisfies any rule of law requiring a signature.	An electronic signature means a signature in electronic form attached to or logically associated with an electronic record. If it can be verified that the signature is that of a specific person through a qualified security procedure, then such signature may be established as a secure electronic signature. A qualified security procedure is designed to show that the electronic signature is unique to the user; can be used to identify the user; was reliably created by the user and cannot be readily duplicated; and is linked to the electronic record such that if the record or signature is changed after signing, the signature is invalidated.	In a civil dispute, it shall be rebuttably presumed that a secure electronic signature is the signature of the person to whom it relates. In any legal proceeding, no rules of evidence shall apply so as to deny the admissibility of an electronic signature solely because it is an electronic signature or that it is not an original.

EXHIBIT A-000009

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

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STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
IN (4/12)	Uniform Electronic Transactions Act §§ 26-2-8-101 to 26-2-8-302	Applies generally, but with numerous exceptions, including laws relating to wills or testamentary trusts.	A signature may not be denied legal effect solely because it is in electronic form. A law requiring a signature is satisfied with respect to an electronic record if the electronic record includes an electronic signature. An electronic signature is attributable to a person if it was the act of the person, which may be proved in any manner. The effect of the electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the sign to sign the electronic record.	In a legal proceeding, evidence of an electronic signature may not be excluded because it is an electronic signature or because it is not an original or in its original form.
	Digital Signature Act §§ 5-24-1-1 to 5-24-3-4	With exceptions, applies to state or state agency not within judicial or legislative branches.	Digital signatures are effective if they fulfill the requirements of such.	An electronic signature is a computer-created electronic identifier executed or adopted by a party with the intent to authenticate in writing. A digital signature means an electronic signature that transforms a message using an asymmetric cryptosystem such that it can be determined whether the transformation was created using the private key corresponding to the signer's public key and whether there has been any alteration since transformation. To be effective, the digital signature must be unique to user; capable of verification; under control of user; linked to data such that if data changed, the signature is invalidated; and in conformance with State Board of Accounts rules.	No provision

EXHIBIT A-000010

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

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STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
IA (4/12)	Uniform Electronic Transactions Act §§ 554D.101 to 554D.124	Applies generally, but with exceptions, including consumer transactions involving transfer of negotiable instruments and title instruments, consumer disclosure requirements, and laws relating to wills and trusts.	A signature shall not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation and the substantive law governing a consumer transaction.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. A digital signature means a type of electronic signature consisting of a transformation of an electronic record using a function encrypted with an asymmetric cryptosystem using the signer's private key such that signer's public key may determine whether the transformation was created using the corresponding private key and whether the electronic record has been altered since transformation made.	In a proceeding, evidence of a signature shall not be excluded solely because it is in electronic form.
KS (4/12)	Uniform Electronic Transactions Act §§ 16-1601 to 16-1620	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts and sections of the Uniform Commercial Code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. A digital signature means a type of electronic signature consisting of a transformation of an electronic message using an asymmetric cryptosystem such that the signer's public key can determine whether transformation was created with corresponding private key and whether the message has been altered since transformation made.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

EXHIBIT A-000011

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
KY (4/12)	Uniform Electronic Transactions Act §§ 369.101 to 369.120	Applies generally, but with exceptions, including laws relating to wills or testamentary trusts and the conveyance of real property.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be proved in any manner. The effect of the electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
LA (4/12)	Uniform Electronic Transactions Act §§ 9:2601 to 9:2620; § 22:42 states that the insurance commissioner shall promulgate rules for using electronic signatures; Advisory Letter 01-03.	Applies generally, but with exceptions, including laws relating to wills or testamentary trusts, certain sections of the Louisiana Code, and family law matters. Shall not apply to judicial documents, notices of cancellation or termination of utility services or insurance benefits, and product recall notices.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. The advisory letter refers back to the UETA for details of electronic signatures.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

EXHIBIT A-000012

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
ME (4/12)	Uniform Electronic Transactions Act tit. 10 §§ 9401 to 9420	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts, and sections of the Uniform Commercial Code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
	Digital Signature Act tit. 10 §§ 9501 to 9507	Applies to transactions with a state agency.	If accepted a digital signature has the same force and effect as a manual signature.	A digital signature means a computer-created electronic signature that is intended by the user to have the same force and effect as manual signature, unique to user, capable of verification, under sole control of user, and linked to data such that change to data invalidates it. Electronic signature means same as above.	No provision

EXHIBIT A-000013

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
MD (4/12)	Uniform Electronic Transactions Act Com. Law §§ 21-101 to 21-120	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts, sections of the Uniform Commercial Code UCITA, family law matters, and laws governing notices of cancellation or termination of utility services or insurance benefits or notices of product recall. Does not apply to judicial documents. Includes provisions providing for electronic postmarks.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
MA (4/12)	Uniform Electronic Transactions Act 110G §§ 1 to 18	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts and certain sections of the Uniform Commercial Code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

EXHIBIT A-000014

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
MI (4/12)	Uniform Electronic Transactions Act §§ 450.831 to 450.849	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts and certain sections of the Uniform Commercial Code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
MN (4/12)	Electronic Authentication Act §§ 325K.01 to 325K.27	Applies generally.	Where a rule of law requires a signature or provides consequences in the absence of one, that rule is satisfied if the digital signature is verified to the public key; the signature was affixed by signer with intent to sign; the signature is that of a public official on government records or no affected party objects to use of the digital signature; and recipient has no notice that signer breached a duty as a subscriber or does not rightfully hold the private key used to sign.	A digital signature means a transformation of a message using an asymmetric cryptosystem such that person with initial message and signer's public key can determine whether transformation was created using private key corresponding with signer's public key and whether initial message was altered after transformation.	In adjudicating a dispute involving a digital signature, a court presumes that a digital signature verified by the public key is that of the subscriber; was affixed by the subscriber with the intent to sign the document; and the recipient has no knowledge that the signer breached a duty as a subscriber or does not rightfully hold the affixing private key.
	Uniform Electronic Transactions Act §§ 325L.01 to 325L.19	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts, and sections of the Uniform Commercial Code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

EXHIBIT A-000015

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
MS (4/12)	Uniform Electronic Transactions Act §§ 75-12-1 to 75-12-39	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts, certain sections of the Uniform Commercial Code, and family law matters. Shall not apply to court documents and consumer notices.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
MO (4/12)	Uniform Electronic Transactions Act §§ 432.200 to 432.295	Applies generally, but with exceptions, including laws governing wills and testamentary trusts, and certain sections of the Uniform Commercial Code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
MT (4/12)	Uniform Electronic Transactions Act §§ 30-18-101 to 30-18-118	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

EXHIBIT A-000016

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
NE (4/12)	Uniform Electronic Transactions Act §§ 86-612 to 86-643	Applies generally, but with exceptions, including laws relating to wills or testamentary trusts and sections of the Uniform Commercial Code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of the electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
	§ 86-611	Applies generally.	The use of a digital signature shall have the same force and effect as a manual signature if it possesses the required characteristics of a digital signature. Where a signature is required or used, state agencies and political subdivisions may accept digital or electronic signatures.	A digital signature means a computer-created electronic identifier intended by user to have the same force and effect as a manual signature. To have that force and effect, it must be unique to user; capable of verification; under sole control of user; linked to data such that it is invalidated if the data are changed; and in conformance with rules adopted by secretary of state. An electronic signature means a unique access code or other unique electronic identifier assigned or approved by the state agency for use in communications with the agency.	Any use of a digital or electronic signature by a court is subject to the rules of the Supreme Court.

EXHIBIT A-000017

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
NV (4/12)	Uniform Electronic Transactions Act §§ 719.010 to 719.350	Applies generally, but with exceptions, including laws governing wills or testamentary trusts, and certain sections of the Uniform Commercial Code. Applies to insurance transactions.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation. Commissioner shall adopt regulations governing use of electronic signatures in insurance-related transactions.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature must not be excluded solely because it is in electronic form.
	Digital Signatures §§ 720.010 to 720.200	Applies generally, except to electronic health records.	Except as otherwise provided, where each party to a transaction agrees to the use of a digital signature, use of a message which represents the document and is transformed by a digital signature constitutes a sufficient signing.	A digital signature means an electronic signature that transforms a message by using an asymmetric cryptosystem.	No provision

EXHIBIT A-000018

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
NH (4/12)	Uniform Electronic Transactions Act §§ 294-E:1 to 294-E:20	Applies generally, but with exceptions, including laws governing wills or testamentary trusts, and certain sections of the Uniform Commercial Code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
NJ (4/12)	Uniform Electronic Transactions Act §§ 12A:12-1 to 12A:12-26 See also Reg. §§ 11:1-47.1 to 11:1-47.4 regarding insurance transactions.	Applies generally, but with exceptions, including laws governing wills or testamentary trusts, certain sections of the Uniform Commercial Code, and family law matters. Does not apply to judicial documents, notices of termination or cancellation of utility services or insurance benefits, and product recall notices. Applies to transactions between carriers or producers and applicants or insureds.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. Whenever a statute or regulation requires a written signature, the transaction or record may be made electronically.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

EXHIBIT A-000019

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
NM (4/12)	Uniform Electronic Transactions Act §§ 14-16-1 to 14-16-19	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts, certain sections of the Uniform Commercial Code, the Uniform Anatomical Gift Act, the Uniform Health-Care Decisions Act, family law matters, and consumer notices.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
	Electronic Authentication of Documents Act §§ 14-15-1 to 14-15-6	Applies generally.	The Public Records Act, at § 14-3-15.2, provides that a signature requirement for any document is met by electronic authentication meeting the standards of the Commission on Public Records.	A digital signature means a type of electronic signature such that a person can determine whether the transformation was created using the private key corresponding to the signer's public key and whether the record has been altered since transformation.	No provision
NY (4/12)	Electronic Signatures and Records Act State Tech. Law §§ 303 to 309	Applies generally, but with exceptions, including wills, trusts, and real property conveyances and dispositions.	Electronic signature may be used in lieu of manual signature, and shall have the same validity and effect as manual signature.	An electronic signature shall mean an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the record.	In a civil legal proceeding, electronic signature may be admitted into evidence.

EXHIBIT A-000020

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
NC (4/12)	Electronic Commerce in Government §§ 66-58.1 to 66-58.12	Applies to transactions with and by public agencies.	An electronic signature contained in a transaction between a person and a public agency, or between agencies, shall have same force and effect as a manual signature provided the public agency requests or requires its use, and it contains the required attributes. A transaction is not unenforceable on the sole ground that it has been signed with an electronic signature.	Electronic signature means any identifier or authentication attached to or logically associated with an electronic record intended by the user to have same force and effect of user's manual signature. In a transaction between a person and a public agency, or between agencies, the electronic signature must be unique to the user; capable of verification; under sole control of the user; linked to data in such a manner that if the data are changed, the electronic signature is invalidated; and in conformance with rules adopted by the Secretary.	A transaction between a person and a public agency, or between agencies, is not inadmissible into evidence on the sole ground that it has been signed with an electronic signature.
	Uniform Electronic Transactions Act §§ 66-311 to 66-330	Applies generally, but with exceptions, including laws governing wills and testamentary trusts and certain listed sections of the general statutes. Shall not apply to notices of termination or cancellation of utility services or insurance benefits and product recall notices.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

EXHIBIT A-000021

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
ND (4/12)	Uniform Electronic Transaction Act §§ 9-16-01 to 9-16-18	Applies generally, but with exceptions, including laws relating to wills or testamentary trusts, certain sections of the Uniform Commercial Code, and certain chapters of the North Dakota Code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
OH (4/12)	Uniform Electronic Transactions Act §§ 1306.01 to 1306.23	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts, and certain sections of the Ohio Code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
OK (4/12)	Uniform Electronic Transactions Act tit. 12A §§ 15-101 to 15-121	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts, sections of the Uniform Commercial Code, UCITA, and certain consumer protection laws.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

EXHIBIT A-000022

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
OR (4/12)	Uniform Electronic Transactions Act §§ 84.001 to 84.061	Applies generally, but with exceptions, including laws governing wills or testamentary trusts, and certain sections of the Uniform Commercial Code. Does not apply to notices of cancellation or termination of utility services or insurance benefits and product recall notices.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
PA (4/12)	Electronic Transactions 73 P.S. §§ 2260.101 to 2260.903	Applies generally.	A rule of law requiring a signature is satisfied by an electronic signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
RI (4/12)	Uniform Electronic Transactions Act §§ 42-127.1-1 to 42-127.1-20	Applies generally, but with exceptions, including laws governing wills and testamentary trusts and certain other listed sections of the law.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

EXHIBIT A-000023

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
SC (4/12)	Uniform Electronic Transactions Act §§ 26-6-10 to 26-6-210	Applies generally, but with exceptions, including laws relating to wills or testamentary trusts and sections of the Uniform Commercial Code.	No signature may be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of the electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, no evidence of a signature may be excluded solely because it is in electronic form.
SD (4/12)	Uniform Electronic Transactions Act §§ 53-12-1 to 53-12-50	Applies generally, but with exceptions, including laws relating to wills or testamentary trusts and sections of the Uniform Commercial Code.	No signature may be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of the electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, no evidence of a signature may be excluded solely because it is in electronic form.

EXHIBIT A-000024

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
TN (4/12)	Uniform Electronic Transactions Act §§ 47-10-101 to 47-10-123	Applies generally, but with exceptions, including laws relating to wills or testamentary trusts and certain sections of the Tennessee code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
TX (4/12)	Uniform Electronic Transactions Act Bus. & Com. §§ 322.001 to 322.021	Applies generally, but with exceptions, including laws governing wills or testamentary trusts, and certain sections of the Uniform Commercial Code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
	Gov't § 2054.060	Applies to communications with public agencies or bodies.	A digital signature may be used to authenticate a written electronic communication if it complies with rules adopted by the public body.	Same as above.	No provision

EXHIBIT A-000025

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
UT (4/12)	Uniform Electronic Transactions Act §§ 46-4-101 to 46-4-503	Applies generally, but with exceptions, including laws relating to wills or testamentary trusts and sections of the Uniform Commercial Code.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of the electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a record or signature may not be excluded because it is in electronic form.
VT (4/12)	Uniform Electronic Transactions Act tit. 9 §§ 270 to 290	Applies generally, but with exceptions, including laws relating to wills or testamentary trusts.	A signature may not be denied legal effect solely because it is in electronic form. A law requiring a signature is satisfied by an electronic signature. An electronic signature is attributable to a person if it was the act of a person, which may be shown in any manner. The effect of the electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In any proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
VA (4/12)	Uniform Electronic Transactions Act §§ 59.1-479 to 59.1-497	Applies generally, but with exceptions, including laws relating to wills, codicils or testamentary trusts.	A signature may not be denied legal effect solely because it is in electronic form. A law requiring a signature is satisfied by an electronic signature. An electronic signature is attributable to a person if it was the act of a person, which may be shown in any manner. The effect of the electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In any proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

EXHIBIT A-000026

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
WA (4/12)	Electronic Authentication Act §§ 19.34.010 to 19.34.903	Applies generally.	A rule of law requiring a signature is satisfied if the digital signature is verified by reference to the public key; was affixed with intent to sign; and the recipient has no notice that signer breached a duty as a subscriber or does not rightfully hold the affixing private key.	An electronic signature means a signature in electronic form attached to or logically associated with an electronic record, including a digital signature. A digital signature means a message transformation using an asymmetric cryptosystem such that person having initial message and a signer's public key can determine whether transformation was created with corresponding private key and whether message has been altered since transformation.	In adjudicating a dispute involving a digital signature, it is rebuttably presumed that a digital signature verified by the public key is that of the subscriber; was affixed to the message with the intent to sign; the message has not been altered since signature affixed; and recipient has no notice that signer breached a duty as a subscriber or does not rightfully hold the private key.
WV (4/12)	Uniform Electronic Transactions Act §§ 39A-1-1 to 39A-1-17 W. Va. Informational Letter No. 135B (2010)	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts and certain sections of the Uniform Commercial Code. Describes effect of UETA on insurance transactions.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

EXHIBIT A-000027

ELECTRONIC AND DIGITAL SIGNATURE LAWS OF GENERAL APPLICATION

5/12

STATE	CITATION	APPLICATION OF LAW	LEGAL EFFECT	DEFINITION/REQUIREMENTS OF THE SIGNATURE	EVIDENTIARY STANDARDS
WI (4/12)	Authentications and Electronic Transactions and Records §§ 137.11 to 137.26	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.
WY (4/12)	Uniform Electronic Transactions Act §§ 40-21-101 to 40-21-119	Applies generally, but with exceptions, including laws relating to wills and testamentary trusts, certain sections of the Uniform Commercial Code, and UCITA.	A signature may not be denied legal effect solely because it is in electronic form. An electronic signature satisfies a law requiring a signature. An electronic signature is attributable to a person if it was the act of the person, which may be shown in any manner. The effect of an electronic signature is determined from the context of its adoption or creation.	An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.	In a proceeding, evidence of a signature may not be excluded solely because it is in electronic form.

This chart does not constitute a formal legal opinion by the NAIC staff on the provisions of state law and should not be relied upon as such. Every effort has been made to provide correct and accurate summaries to assist the reader in targeting useful information. For further details, the statutes and regulations cited should be consulted. The NAIC attempts to provide current information; however, readers should consult state law for additional adoptions.

EXHIBIT A-000028



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243-5065
615-741-6007

Bill Haslam
GOVERNOR

Julie Mix McPeak
COMMISSIONER

BULLETIN

TO: All Licensed Insurers

FROM: Julie Mix McPeak, Commissioner *Julie Mix McPeak*

RE: Electronic Notifications

DATE: January 26, 2012

The Insurance Division of the Department of Commerce and Insurance ("Division") has received recent inquiries from insurers as to whether electronic mail messages are allowable to comply with statutorily required notification to policyholders. The purpose of this bulletin is to offer the Division's interpretation of whether electronic mail messages constitute effective notice under the Tennessee insurance law, codified in Title 56 of Tennessee Code Annotated (the "Law").

Insurers are directed several times in the Law to notify policyholders of cancellation, conditional renewal, and nonrenewal events and in certain circumstances of premium increases. Each of these directives are specific in requiring insurers to either "mail" or "deliver" notice to their insureds *at the address shown in the policy* prior to or within a time after the occurrence of one of the above named events. After having reviewed the various laws requiring notice and in considering their intent, the Division interprets effective notice as required under the Law to include electronic mail messages to policyholders **where the policyholder's electronic mail address is on file with the insurer and where the policyholder elects to receive communications through electronic mail.**

The Division understands that allowing electronic mailings in place of physical mailings could result in significant cost savings to the insurers, which may then presumably be passed on to insureds. However, physical mailings delivered through the United States Postal Service do provide safeguards not available to electronic mailings; for example, a policyholder who moves will leave a change of address with the post office and will have his mail forwarded, even where he forgets to change his address with his insurance company. The delivery of certain notifications to the policyholder, such as cancellation, are of paramount importance for consumer protection.

In order to ensure that those consumer protections contemplated by the statutory notice requirements are upheld, the Division will require that policyholders be given the option

to continue to receive hard copy mailings of notice requirements or other communications. Further, the Division will require that the insurer make a disclosure to any policyholder electing to receive communications electronically, either in the language of the policy itself or in a separate disclosure form presented for the policyholder's signature. The policyholder's signature may include an electronic signature as contemplated by the Uniform Electronic Transactions Act found at Tennessee Code Annotated, Section 47-10-101, et seq. This disclosure must contain the following or substantially similar language:

"The policyholder electing to allow for notices and communications to be sent to the electronic mail address provided by the policyholder should be aware that the insurer rightfully considers this election to be consent by the policyholder that all notices may be sent electronically, including notice of nonrenewal and notice of cancellation. Therefore the policyholder should be diligent in updating the electronic mail address provided to the insurer in the event that the address should change."

An insurer's failure to grant a request from a policyholder to continue to receive hard copy mailings of communications from the insurer or an insurer's failure to provide the above disclosure where required could result in the Division taking action against the insurer's license pursuant to the authority of Tenn. Code Ann. § 56-2-305.

This Bulletin should not be construed to apply to any notice required to be given to enrollees in the TennCare program.

Any questions about the intent of this Bulletin should be directed to the Insurance Division, 4th Floor, Davy Crockett Tower, 500 James Robertson Parkway, Nashville, Tennessee, 37243, and/or telephone number (615) 741-2176.

JMM/lmw

Chapter 259

(Senate Bill 571)

AN ACT concerning

Insurance – Delivery of Notices by Electronic Means – Authorized

FOR the purpose of authorizing any notice to an applicant, insured, or policyholder required to be given by an insurer under certain provisions of law governing insurance policy cancellations, nonrenewals, premium increases, and reductions of coverage to be delivered by certain electronic means under certain circumstances; providing that delivery of a notice by electronic means shall be considered equivalent to the delivery method required under certain provisions of law; ~~requiring this Act to be construed in a manner consistent with a certain federal law;~~ establishing certain requirements, procedures, and conditions for the delivery of a notice by electronic means; requiring an insurer to give certain notices to a party under certain circumstances; providing that an oral communication or a recording of an oral communication may qualify as a notice delivered by electronic means under certain circumstances; specifying the manner in which certain requirements relating to a signature or record may be satisfied; providing for the effect, construction, and application of this Act; defining a ~~certain term~~ certain terms; and generally relating to delivery of notices to applicants, insureds, and policyholders.

BY adding to

Article – Insurance

Section 27–601.2

Annotated Code of Maryland

(2006 Replacement Volume and 2010 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND, That the Laws of Maryland read as follows:

Article – Insurance

27–601.2.

(A) (1) IN THIS SECTION, THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) “~~DELIVERED~~ DELIVERED BY ELECTRONIC MEANS” INCLUDES:

~~(1)~~ (I) DELIVERY TO AN ELECTRONIC MAIL ADDRESS AT WHICH
~~AN INSURED OR A POLICYHOLDER~~ A PARTY HAS CONSENTED TO RECEIVE
NOTICE; AND

~~(2)~~ (II) POSTING ON AN ELECTRONIC NETWORK, TOGETHER
WITH SEPARATE NOTICE TO ~~AN INSURED OR A POLICYHOLDER~~ A PARTY
DIRECTED TO THE ELECTRONIC MAIL ADDRESS AT WHICH THE ~~INSURED OR~~
~~POLICYHOLDER~~ PARTY HAS CONSENTED TO RECEIVE NOTICE OF THE POSTING.

(3) "PARTY" MEANS AN APPLICANT, AN INSURED, OR A
POLICYHOLDER.

(B) SUBJECT TO SUBSECTION (D) OF THIS SECTION, ANY NOTICE TO ~~AN~~
~~INSURED OR POLICYHOLDER~~ A PARTY REQUIRED UNDER THIS SUBTITLE MAY BE
DELIVERED BY ELECTRONIC MEANS PROVIDED THE PROCESS USED TO OBTAIN
CONSENT OF THE ~~INSURED OR POLICYHOLDER~~ PARTY TO HAVE NOTICE
DELIVERED BY ELECTRONIC MEANS MEETS THE REQUIREMENTS OF TITLE 21,
SUBTITLE 1 OF THE COMMERCIAL LAW ARTICLE.

(C) DELIVERY OF A NOTICE IN ACCORDANCE WITH SUBSECTION (B) OF
THIS SECTION SHALL BE CONSIDERED EQUIVALENT TO ANY DELIVERY METHOD
REQUIRED UNDER THIS SUBTITLE, INCLUDING DELIVERY BY FIRST-CLASS MAIL,
CERTIFIED MAIL, CERTIFICATE OF MAIL, OR CERTIFICATE OF MAILING.

(D) ~~THIS SECTION SHALL BE CONSTRUED IN A MANNER CONSISTENT~~
~~WITH THE FEDERAL ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL~~
~~COMMERCE ACT~~ A NOTICE MAY BE DELIVERED BY ELECTRONIC MEANS BY AN
INSURER TO A PARTY UNDER THIS SECTION IF:

(1) THE PARTY HAS AFFIRMATIVELY CONSENTED TO THAT
METHOD OF DELIVERY AND HAS NOT WITHDRAWN THE CONSENT;

(2) THE PARTY, BEFORE GIVING CONSENT, IS PROVIDED WITH A
CLEAR AND CONSPICUOUS STATEMENT:

(I) INFORMING THE PARTY OF:

1. ANY RIGHT OR OPTION OF THE PARTY TO HAVE
THE NOTICE PROVIDED OR MADE AVAILABLE IN PAPER OR ANOTHER
NONELECTRONIC FORM;

2. THE RIGHT OF THE PARTY TO WITHDRAW
CONSENT TO HAVE NOTICE DELIVERED BY ELECTRONIC MEANS AND ANY FEES,

CONDITIONS, OR CONSEQUENCES IMPOSED IN THE EVENT CONSENT IS WITHDRAWN;

3. WHETHER THE PARTY'S CONSENT APPLIES:

A. ONLY TO THE PARTICULAR TRANSACTION AS TO WHICH THE NOTICE MUST BE GIVEN; OR

B. TO IDENTIFIED CATEGORIES OF NOTICES THAT MAY BE DELIVERED BY ELECTRONIC MEANS DURING THE COURSE OF THE PARTIES' RELATIONSHIP;

4. A. HOW, AFTER CONSENT IS GIVEN, THE PARTY MAY OBTAIN A PAPER COPY OF A NOTICE DELIVERED BY ELECTRONIC MEANS; AND

B. THE FEE, IF ANY, FOR THE PAPER COPY; AND

5. THE PROCEDURES THE PARTY MUST USE TO WITHDRAW CONSENT TO HAVE NOTICE DELIVERED BY ELECTRONIC MEANS AND TO UPDATE INFORMATION NEEDED TO CONTACT THE PARTY ELECTRONICALLY;

(3) THE PARTY:

(I) BEFORE GIVING CONSENT, IS PROVIDED WITH A STATEMENT OF THE HARDWARE AND SOFTWARE REQUIREMENTS FOR ACCESS TO AND RETENTION OF A NOTICE DELIVERED BY ELECTRONIC MEANS; AND

(II) CONSENTS ELECTRONICALLY, OR CONFIRMS CONSENT ELECTRONICALLY, IN A MANNER THAT REASONABLY DEMONSTRATES THAT THE PARTY CAN ACCESS INFORMATION IN THE ELECTRONIC FORM THAT WILL BE USED FOR NOTICES DELIVERED BY ELECTRONIC MEANS AS TO WHICH THE PARTY HAS GIVEN CONSENT; AND

(4) AFTER CONSENT OF THE PARTY IS GIVEN, THE INSURER, IN THE EVENT A CHANGE IN THE HARDWARE OR SOFTWARE REQUIREMENTS NEEDED TO ACCESS OR RETAIN A NOTICE DELIVERED BY ELECTRONIC MEANS CREATES A MATERIAL RISK THAT THE PARTY WILL NOT BE ABLE TO ACCESS OR RETAIN A SUBSEQUENT NOTICE TO WHICH THE CONSENT APPLIES:

(I) PROVIDES THE PARTY WITH A STATEMENT OF:

1. THE REVISED HARDWARE AND SOFTWARE REQUIREMENTS FOR ACCESS TO AND RETENTION OF A NOTICE DELIVERED BY ELECTRONIC MEANS; AND

2. THE RIGHT OF THE PARTY TO WITHDRAW CONSENT WITHOUT THE IMPOSITION OF ANY FEE, CONDITION, OR CONSEQUENCE THAT WAS NOT DISCLOSED UNDER ITEM (2)(I)2 OF THIS SUBSECTION; AND

(II) COMPLIES WITH ITEM (2) OF THIS SUBSECTION.

(E) THIS SECTION DOES NOT AFFECT THE CONTENT OR TIMING OF ANY NOTICE REQUIRED UNDER THIS SUBTITLE.

(F) IF A PROVISION OF THIS SUBTITLE REQUIRING NOTICE TO BE PROVIDED TO A PARTY EXPRESSLY REQUIRES VERIFICATION OR ACKNOWLEDGMENT OF RECEIPT OF THE NOTICE, THE NOTICE MAY BE DELIVERED BY ELECTRONIC MEANS ONLY IF THE METHOD USED PROVIDES FOR VERIFICATION OR ACKNOWLEDGMENT OF RECEIPT.

(G) THE LEGAL EFFECTIVENESS, VALIDITY, OR ENFORCEABILITY OF ANY CONTRACT OR POLICY OF INSURANCE EXECUTED BY A PARTY MAY NOT BE DENIED SOLELY BECAUSE OF THE FAILURE TO OBTAIN ELECTRONIC CONSENT OR CONFIRMATION OF CONSENT OF THE PARTY IN ACCORDANCE WITH SUBSECTION (D)(3)(II) OF THIS SECTION.

(H) (1) A WITHDRAWAL OF CONSENT BY A PARTY DOES NOT AFFECT THE LEGAL EFFECTIVENESS, VALIDITY, OR ENFORCEABILITY OF A NOTICE DELIVERED BY ELECTRONIC MEANS TO THE PARTY BEFORE THE WITHDRAWAL OF CONSENT IS EFFECTIVE.

(2) A WITHDRAWAL OF CONSENT BY A PARTY IS EFFECTIVE WITHIN A REASONABLE PERIOD OF TIME AFTER RECEIPT OF THE WITHDRAWAL BY THE INSURER.

(3) FAILURE TO COMPLY WITH SUBSECTION (D)(4) OF THIS SECTION MAY BE TREATED, AT THE ELECTION OF THE PARTY, AS A WITHDRAWAL OF CONSENT FOR PURPOSES OF THIS SECTION.

(I) THIS SECTION DOES NOT APPLY TO A NOTICE DELIVERED BY AN INSURER IN AN ELECTRONIC FORM BEFORE OCTOBER 1, 2011, TO A PARTY WHO, BEFORE OCTOBER 1, 2011, HAS CONSENTED TO RECEIVE NOTICE IN AN ELECTRONIC FORM OTHERWISE ALLOWED BY LAW.

(J) IF THE CONSENT OF A PARTY TO RECEIVE NOTICE IN AN ELECTRONIC FORM IS ON FILE WITH AN INSURER BEFORE OCTOBER 1, 2011, THE INSURER SHALL NOTIFY THE PARTY OF:

(1) THE NOTICES THAT MAY BE DELIVERED BY ELECTRONIC MEANS UNDER THIS SECTION; AND

(2) THE PARTY'S RIGHT TO WITHDRAW CONSENT TO HAVE NOTICES DELIVERED BY ELECTRONIC MEANS.

(K) (1) EXCEPT AS OTHERWISE PROVIDED BY LAW, IF AN ORAL COMMUNICATION OR A RECORDING OF AN ORAL COMMUNICATION CAN BE RELIABLY STORED AND REPRODUCED BY AN INSURER, THE ORAL COMMUNICATION OR RECORDING MAY QUALIFY AS A NOTICE DELIVERED BY ELECTRONIC MEANS FOR PURPOSES OF THIS SECTION.

(2) IF A PROVISION OF THIS SUBTITLE REQUIRES A SIGNATURE OR RECORD TO BE NOTARIZED, ACKNOWLEDGED, VERIFIED, OR MADE UNDER OATH, THE REQUIREMENT IS SATISFIED IF THE ELECTRONIC SIGNATURE OF THE PERSON AUTHORIZED TO PERFORM THOSE ACTS, TOGETHER WITH ALL OTHER INFORMATION REQUIRED TO BE INCLUDED BY THE PROVISION, IS ATTACHED TO OR LOGICALLY ASSOCIATED WITH THE SIGNATURE OR RECORD.

(L) THIS SECTION MAY NOT BE CONSTRUED TO MODIFY, LIMIT, OR SUPERSEDE THE PROVISIONS OF THE FEDERAL ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT RELATING TO THE USE OF AN ELECTRONIC RECORD TO PROVIDE OR MAKE AVAILABLE INFORMATION THAT IS REQUIRED TO BE PROVIDED OR MADE AVAILABLE IN WRITING TO A PARTY.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2011.

Approved by the Governor, May 10, 2011.

August 9, 2013

MEMORANDUM

TO: Electronic Insurance Notices and Documents Working Group

FROM: Alison Powers, Executive Director

RE: Parameters of an electronic documents law in Hawaii

Hawaii Insurers Council (HIC) has distributed information from the Working Group that comprised of a list from NAIC on electronic document laws in other states, provisions from Tennessee, and provisions from Maryland. This memo is eight (8) days from the distribution of these documents and the following represents input from most of the HIC members.

Of the fifteen insurer members of HIC, I have had input from nine or 60%. There are several recurring themes as outlined below and a general statement on the issue:

E-documents is an important issue to our member companies because they are facing increasing demand from their customers to interact electronically. Customers have become accustomed to dealing through electronic means in many aspects of their lives including online banking, electronic bill payment, general mobile applications, and text communications. They have come to expect that they can interact with their insurance company in the same manner. Many of our customers no longer want paper for their files and prefer to be able to access a secure self-service website at their convenience. They often complain when an insurance company is unable to accommodate them in this way. Therefore, our member companies believe it is important that any recommendation of the Working Group preserves an environment where they can provide service to meet today's modern electronic standards.

1. Law should be simple and stand alone, contained in the insurance code, but subject to UETA.

2. Amend UETA law to allow e-documents for property and casualty insurers.
3. Opt-in requirements of the law while providing consumer protections, should not be overly burdensome to the consumer or to the insurer so as to negate or reduce savings from e-documents. A majority of insurance documents would fall under opt-in requirements. Examples of opt-in type documents would be a declarations page that includes the insured's personal identifiable information as well as coverage limits and premiums, and a bill for the premium.
4. In addition to an opt-in requirement we would like to see language that would allow insurers to post certain documents on a website. Provisions contain consumer protections and would apply to documents that do not contain personally identifiable information such as policies and endorsements. According to PCI, laws containing these provisions exist in the following states: AL, AK, AZ, FL, IL, KS, MI, MN, MO, OK, TX, and VA.

Attachments "A" and "B" listed below outline these provisions and benefits for consumers. Attachments "C" and "D" are examples of language we prefer for e-documents and include web-site language.

We submit the following documents for review by the Working Group:

- A. "Electronic Posting of Policies"
This one page document outlines the provisions that would apply to documents posted on a website.
- B. "Posting of Policy Documents – Benefits"
This one page document describes benefits for consumers and insurers by utilizing website posting of policy documents.
- C. Minnesota law. This law passed in 2013 and contains provisions in "A" above, on website documents.
- D. Nevada draft law. This law did not pass, however, is a clean and straightforward approach. It also contains provisions in "A" above.

Thank you and I look forward to the next meeting on August 19.

/ap
enclosures

Electronic Posting of Policies

Standard property and casualty insurance policies and endorsements that do not contain personally identifiable information may be mailed, delivered, or posted on the insurer's Web site.* If the insurer elects to post insurance policies and endorsements on its Web site in lieu of mailing or delivering them to the insured, it must comply with all of the following conditions:

- (a) The policy and endorsements must be easily accessible and remain that way for as long as the policy is in force;
- (b) After the expiration of the policy, the insurer must archive its expired policies and endorsements and make them available upon request;
- (c) The policies and endorsements must be posted in a manner that enables the insured to print and save the policy and endorsements using programs or applications that are widely available on the Internet and free to use;
- (d) The insurer provides notice, in the manner it customarily communicates with an insured, at the time of issuance of the initial policy forms and any renewal forms of a method by which insureds may obtain, upon request and without charge, a paper or electronic copy of their policy or endorsements;
- (e) On each declarations page issued to an insured, the insurer must clearly identify the exact policy and endorsement forms purchased by the insured; and
- (f) The insurer provides notice, in the manner it customarily communicates with an insured, of any changes to the forms or endorsements, and of the insured's right to obtain, upon request and without charge, a paper or electronic copy of such forms or endorsements.

Posting of Policy Documents – Benefits

POLICY CONTRACTS ARE WELL-SUITED FOR ONLINE POSTING

- The vast majority of policy forms are standard forms that are publicly filed
- The standard policy form language does not contain personally identifiable information or other items that are unique to individual consumers
- Market research shows that most consumers do not read the forms
- Consumers wanting paper contracts would still be available at no cost

BENEFITS FOR CONSUMERS

- This change in law would allow consumers to review policy forms online of other insurers
- This could lead to better information for consumers shopping for insurance
- Electronic downloads can be searchable documents
- Policy forms and endorsements often exceed 50 pages
- Availability online would reduce mailing, printing, paper and other costs
- Personal auto insurance is a highly competitive market where cost savings can result in lower prices for consumers
- Only the standard forms are allowed to be posted on a website
- Consumers can still obtain from the insurer forms at no charge if they are unable to obtain it from the website
- Archived forms must be available for at least five (5) years
- Other states have passed or are considering similar legislation

State of Minnesota
HOUSE OF REPRESENTATIVES

EIGHTY-EIGHTH SESSION

H. F. No. 1587

03/14/2013 Authored by Halverson, Zellers and Hoppe
The bill was read for the first time and referred to the Committee on Commerce and Consumer Protection Finance and Policy
03/21/2013 Adoption of Report: Pass and Read Second Time
04/08/2013 Calendar for the Day
Read Third Time
Passed by the House and transmitted to the Senate

1.1 A bill for an act
1.2 relating to insurance; regulating foreign language policies and advertising;
1.3 authorizing electronic notices and documents; amending Minnesota Statutes
1.4 2012, sections 60A.08, by adding a subdivision; 65A.01, subdivision 3;
1.5 proposing coding for new law in Minnesota Statutes, chapter 60A; repealing
1.6 Minnesota Rules, part 2700.0200.
1.7 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.8 Section 1. Minnesota Statutes 2012, section 60A.08, is amended by adding a
1.9 subdivision to read:
1.10 Subd. 16. Foreign language policies and advertising. (a) Insurance policies,
1.11 endorsements, riders, and any explanatory or advertising material may be issued in a
1.12 language other than English. In the event of a dispute or complaint regarding the insurance
1.13 or advertising material, the English language version of the insurance coverage shall
1.14 control the resolution of the dispute or complaint. Any insurance policy, endorsement,
1.15 rider, or advertising material required by law to be filed with the commissioner that is
1.16 prepared in a language other than English must be accompanied by an English language
1.17 translation certifying that the English version is substantively identical to the filed version.
1.18 (b) This subdivision does not limit the application of chapter 72A.

1.19 Sec. 2. [60A.139] ELECTRONIC NOTICES AND DOCUMENTS.
1.20 Subdivision 1. Terms defined. In this section, the following words have the
1.21 meanings given them:
1.22 (1) "delivered by electronic means" includes:
1.23 (i) delivery to an e-mail address at which a party has consented to receive notices or
1.24 documents; or

2.1 (ii) posting on an electronic network or Web site accessible via the Internet, mobile
2.2 application, computer, mobile device, tablet, or other electronic device, together with
2.3 separate notice of posting, which must be provided by electronic mail to the address at
2.4 which the party has consented to receive notice or by any other delivery method that
2.5 has been consented to by the party; and

2.6 (2) "party" means a recipient of a notice or document required as part of an insurance
2.7 transaction including, but not limited to, an applicant, an insured, a policyholder, or an
2.8 annuity contract holder.

2.9 Subd. 2. **Requirements.** Subject to subdivision 4, a notice to a party or other
2.10 document required under applicable law in an insurance transaction or that is to serve as
2.11 evidence of insurance coverage may be delivered, stored, and presented by electronic
2.12 means so long as it meets the requirements of the Uniform Electronic Transactions Act,
2.13 chapter 325L.

2.14 Subd. 3. **Equivalent to other required methods.** Delivery of a notice or document
2.15 in accordance with this section is considered equivalent to a delivery method required
2.16 under applicable law, including delivery by first class mail; first class mail, postage
2.17 prepaid; certified mail; certificate of mail; or certificate of mailing.

2.18 Subd. 4. **Conditions for electronic delivery.** A notice or document may be
2.19 delivered by electronic means by an insurer to a party under this section if:

2.20 (1) the party has affirmatively consented to that method of delivery and has not
2.21 withdrawn the consent;

2.22 (2) the party, before giving consent, is provided with a clear and conspicuous
2.23 statement informing the party of:

2.24 (i) a right or option of the party to have the notice or document provided or made
2.25 available in paper or another nonelectronic form;

2.26 (ii) the right of the party to withdraw consent to have a notice or document delivered
2.27 by electronic means and any fees, conditions, or consequences imposed in the event
2.28 consent is withdrawn;

2.29 (iii) whether the party's consent applies:

2.30 (A) only to the particular transaction as to which the notice or document must be
2.31 given; or

2.32 (B) to identified categories of notices or documents that may be delivered by
2.33 electronic means during the course of the parties' relationship;

2.34 (iv)(A) the means, after consent is given, by which a party may obtain a paper copy
2.35 of a notice or document delivered by electronic means; and

2.36 (B) the fee, if any, for the paper copy; and

3.1 (v) the procedure a party must follow to withdraw consent to have a notice or
3.2 document delivered by electronic means and to update information needed to contact
3.3 the party electronically;

3.4 (3) the party:

3.5 (i) before giving consent, is provided with a statement of the hardware and software
3.6 requirements for access to and retention of a notice or document delivered by electronic
3.7 means; and

3.8 (ii) consents electronically, or confirms consent electronically, in a manner that
3.9 reasonably demonstrates that the party can access information in the electronic form that
3.10 will be used for notices or documents delivered by electronic means to which the party has
3.11 given consent; and

3.12 (4) after consent of the party is given, the insurer, in the event a change in the
3.13 hardware or software requirements needed to access or retain a notice or document
3.14 delivered by electronic means creates a material risk that the party will not be able to
3.15 access or retain a subsequent notice or document to which the consent applies:

3.16 (i) provides the party with a statement of:

3.17 (A) the revised hardware and software requirements for access to and retention of a
3.18 notice or document delivered by electronic means;

3.19 (B) the right of the party to withdraw consent without the imposition of a fee,
3.20 condition, or consequence that was not disclosed under clause (2); and

3.21 (ii) complies with clause (2).

3.22 **Subd. 5. Content or timing not affected.** This section does not affect requirements
3.23 related to content or timing of a notice or document required under applicable law.

3.24 **Subd. 6. Verification or acknowledgement of receipt.** If a provision of applicable
3.25 law requiring a notice or document to be provided to a party expressly requires verification
3.26 or acknowledgement of receipt of the notice or document, the notice or document may
3.27 be delivered by electronic means only if the method used provides for verification or
3.28 acknowledgement of receipt.

3.29 **Subd. 7. Failure to obtain consent.** The legal effectiveness, validity, or
3.30 enforceability of a contract or policy of insurance executed by a party may not be denied
3.31 solely because of the failure to obtain electronic consent or confirmation of consent of the
3.32 party in accordance with subdivision 4, clause (3), item (ii).

3.33 **Subd. 8. Withdrawal of consent.** (a) A withdrawal of consent by a party does not
3.34 affect the legal effectiveness, validity, or enforceability of a notice or document delivered
3.35 by electronic means to the party before the withdrawal of consent is effective.

4.1 (b) A withdrawal of consent by a party is effective within a reasonable period of
4.2 time after receipt of the withdrawal by the insurer.

4.3 (c) Failure by an insurer to comply with subdivision 4, clause (4), may be treated, at
4.4 the election of the party, as a withdrawal of consent for purposes of this section.

4.5 Subd. 9. **Prior consent.** If the consent of a party to receive certain notices or
4.6 documents in an electronic form is on file with an insurer before the effective date of
4.7 this act and, pursuant to this section, an insurer intends to deliver additional notices or
4.8 documents to the party in an electronic form then, before delivering the additional notices
4.9 or documents electronically, the insurer shall notify the party of:

4.10 (1) the notices or documents that may be delivered by electronic means under this
4.11 section that were not previously delivered electronically; and

4.12 (2) the party's right to withdraw consent to have notices or documents delivered
4.13 by electronic means.

4.14 Subd. 10. **Property and casualty policies and endorsements.** Notwithstanding any
4.15 other provisions of this section and of section 60A.08, subdivision 3, standard property and
4.16 casualty insurance policies and endorsements that do not contain personally identifiable
4.17 information may be mailed, delivered, or posted on the insurer's Web site. If the insurer
4.18 elects to post insurance policies and endorsements on its Web site in lieu of mailing or
4.19 delivering them to the insured, it must comply with all of the following conditions:

4.20 (1) the policy and endorsements must be accessible and remain that way for as long
4.21 as the policy is in force;

4.22 (2) after the expiration of the policy, the insurer must archive its expired policies and
4.23 endorsements for a period of five years and make them available upon request;

4.24 (3) the policies and endorsements must be posted in a manner that enables the
4.25 insured to print and save the policy and endorsements using programs or applications that
4.26 are widely available on the Internet and free to use;

4.27 (4) the insurer provides the following information in or simultaneously with each
4.28 declarations page provided at the time of issuance of the initial policy and any renewals
4.29 of that policy:

4.30 (i) a description of the exact policy and endorsement forms purchased by the insured;

4.31 (ii) a method by which the insured may obtain, upon request and without charge,
4.32 a paper copy of the policy; and

4.33 (iii) the Internet address where the policy and endorsements are posted; and

4.34 (5) the insurer provides notice, in the manner it customarily communicates with an
4.35 insured, of any changes to the forms or endorsements, the insured's right to obtain, upon

5.1 request and without charge, a paper copy of such forms or endorsements, and the Internet
5.2 address where such forms or endorsements are posted.

5.3 Subd. 11. **Oral communications.** Except as otherwise provided by law, if an oral
5.4 communication or a recording of an oral communication from a party can be reliably
5.5 stored and reproduced by an insurer, the oral communication or recording may qualify
5.6 as a notice or document delivered by electronic means for purposes of this section. If a
5.7 provision of this title or applicable law requires a signature or notice or document to be
5.8 notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the
5.9 electronic signature of the person authorized to perform those acts, together with all other
5.10 information required to be included by the provision, is attached to or logically associated
5.11 with the signature, notice, or document.

5.12 Subd. 12. **Effect or other law.** This section may not be construed to modify, limit,
5.13 or supersede the provisions of the federal Electronic Signatures in Global and National
5.14 Commerce Act, Public Law 106-229, as amended.

5.15 Subd. 13. **Application.** This section does not apply to:
5.16 (1) a nonprofit health service plan corporation licensed under chapter 62C;
5.17 (2) a health maintenance organization licensed under chapter 62D; or
5.18 (3) a health carrier, as defined under section 62A.011, subdivision 2, that is affiliated
5.19 with a nonprofit health service plan corporation licensed under chapter 62C or a health
5.20 maintenance organization licensed under chapter 62D.

5.21 **EFFECTIVE DATE; NONAPPLICATION.** This section is effective August 1,
5.22 2013, and does not apply to a notice or document delivered by an insurer in an electronic
5.23 form before that date to a party who, before that date, has consented to receive a notice or
5.24 document in an electronic form otherwise allowed by law.

5.25 Sec. 3. Minnesota Statutes 2012, section 65A.01, subdivision 3, is amended to read:

5.26 Subd. 3. **Policy provisions.** On said policy following such matter as provided in
5.27 subdivisions 1 and 2, printed in the English language in type of such size or sizes and
5.28 arranged in such manner, as is approved by the commissioner of commerce, the following
5.29 provisions and subject matter shall be stated in the following words and in the following
5.30 sequence, but with the convenient placing, if desired, of such matter as will act as a cover
5.31 or back for such policy when folded, with the blanks below indicated being left to be filled
5.32 in at the time of the issuing of the policy, to wit:

5.33 (Space for listing the amounts of insurance, rates and premiums for the basic
5.34 coverages provided under the standard form of policy and for additional coverages or
5.35 perils provided under endorsements attached. The description and location of the property

6.1 covered and the insurable value(s) of any building(s) or structure(s) covered by the
6.2 policy or its attached endorsements; also in the above space may be stated whether other
6.3 insurance is limited and if limited the total amount permitted.)

6.4 In consideration of the provisions and stipulations herein or added hereto and of
6.5 the premium above specified this company, for a term of from (At 12:01 a.m.
6.6 Standard Time) to (At 12:01 a.m. Standard Time) at location of property involved,
6.7 to an amount not exceeding the amount(s) above specified does insure and legal
6.8 representatives

6.9 (In above space may be stated whether other insurance is limited.) (And if limited
6.10 the total amount permitted.)

6.11 Subject to form No.(s) attached hereto.

6.12 This policy is made and accepted subject to the foregoing provisions and stipulations
6.13 and those hereinafter stated, which are hereby made a part of this policy, together with such
6.14 provisions, stipulations and agreements as may be added hereto as provided in this policy.

6.15 The insurance effected above is granted against all loss or damage by fire originating
6.16 from any cause, except as hereinafter provided, also any damage by lightning and by
6.17 removal from premises endangered by the perils insured against in this policy, to the
6.18 property described hereinafter while located or contained as described in this policy, or
6.19 pro rata for five days at each proper place to which any of the property shall necessarily be
6.20 removed for preservation from the perils insured against in this policy, but not elsewhere.

6.21 The amount of said loss or damage, except in case of total loss on buildings, to be
6.22 estimated according to the actual value of the insured property at the time when such
6.23 loss or damage happens.

6.24 If the insured property shall be exposed to loss or damage from the perils insured
6.25 against, the insured shall make all reasonable exertions to save and protect same.

6.26 This entire policy shall be void if, whether before a loss, the insured has willfully,
6.27 or after a loss, the insured has willfully and with intent to defraud, concealed or
6.28 misrepresented any material fact or circumstance concerning this insurance or the subject
6.29 thereof, or the interests of the insured therein.

6.30 This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money
6.31 or securities; nor, unless specifically named hereon in writing, bullion, or manuscripts.

6.32 This company shall not be liable for loss by fire or other perils insured against in this
6.33 policy caused, directly or indirectly by: (a) enemy attack by armed forces, including action
6.34 taken by military, naval or air forces in resisting an actual or immediately impending
6.35 enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war;
6.36 (g) usurped power; (h) order of any civil authority except acts of destruction at the time

7.1 of and for the purpose of preventing the spread of fire, providing that such fire did not
7.2 originate from any of the perils excluded by this policy.

7.3 This company shall not be liable for loss by fire or other perils insured against in
7.4 a commercial policy caused, directly or indirectly, by terrorism, unless an endorsement
7.5 specifically assuming coverage for loss or damage caused by terrorism is attached to
7.6 the policy.

7.7 Other insurance may be prohibited or the amount of insurance may be limited by so
7.8 providing in the policy or an endorsement, rider or form attached thereto.

7.9 Unless otherwise provided in writing added hereto this company shall not be liable
7.10 for loss occurring:

7.11 (a) while the hazard is increased by any means within the control or knowledge of
7.12 the insured; or

7.13 (b) while the described premises, whether intended for occupancy by owner or
7.14 tenant, are vacant or unoccupied beyond a period of 60 consecutive days; or

7.15 (c) as a result of explosion or riot, unless fire ensue, and in that event for loss by
7.16 fire only.

7.17 Any other peril to be insured against or subject of insurance to be covered in this
7.18 policy shall be by endorsement in writing hereon or added hereto.

7.19 The extent of the application of insurance under this policy and the contributions to be
7.20 made by this company in case of loss, and any other provision or agreement not inconsistent
7.21 with the provisions of this policy, may be provided for in writing added hereto, but no
7.22 provision may be waived except such as by the terms of this policy is subject to change.

7.23 No permission affecting this insurance shall exist, or waiver of any provision be
7.24 valid, unless granted herein or expressed in writing added hereto. No provision, stipulation
7.25 or forfeiture shall be held to be waived by any requirements or proceeding on the part of
7.26 this company relating to appraisal or to any examination provided for herein.

7.27 This policy shall be canceled at any time at the request of the insured, in which case
7.28 this company shall, upon demand and surrender of this policy, refund the excess of paid
7.29 premium above the customary short rates for the expired time. This policy may be canceled
7.30 at any time by this company by giving to the insured a written notice of cancellation with
7.31 or without tender of the excess of paid premium above the pro rata premium for the expired
7.32 time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation
7.33 shall state that said excess premium (if not tendered) will be refunded on demand.

7.34 If loss hereunder is made payable, in whole or in part, to a designated mortgagee or
7.35 contract for deed vendor not named herein as insured, such interest in this policy may be
7.36 canceled by giving to such mortgagee or vendor a ten days' written notice of cancellation.

8.1 Notwithstanding any other provisions of this policy, if this policy shall be made
8.2 payable to a mortgagee or contract for deed vendor of the covered real estate, no act or
8.3 default of any person other than such mortgagee or vendor or the mortgagee's or vendor's
8.4 agent or those claiming under the mortgagee or vendor, whether the same occurs before or
8.5 during the term of this policy, shall render this policy void as to such mortgagee or vendor
8.6 nor affect such mortgagee's or vendor's right to recover in case of loss on such real estate;
8.7 provided, that the mortgagee or vendor shall on demand pay according to the established
8.8 scale of rates for any increase of risks not paid for by the insured; and whenever this
8.9 company shall be liable to a mortgagee or vendor for any sum for loss under this policy
8.10 for which no liability exists as to the mortgagor, vendee, or owner, and this company shall
8.11 elect by itself, or with others, to pay the mortgagee or vendor the full amount secured
8.12 by such mortgage or contract for deed, then the mortgagee or vendor shall assign and
8.13 transfer to the company the mortgagee's or vendor's interest, upon such payment, in the
8.14 said mortgage or contract for deed together with the note and debts thereby secured.

8.15 This company shall not be liable for a greater proportion of any loss than the amount
8.16 hereby insured shall bear to the whole insurance covering the property against the peril
8.17 involved.

8.18 In case of any loss under this policy the insured shall give immediate written notice
8.19 to this company of any loss, protect the property from further damage, and a statement
8.20 in writing, signed and sworn to by the insured, shall within 60 days be rendered to the
8.21 company, setting forth the value of the property insured, except in case of total loss on
8.22 buildings the value of said buildings need not be stated, the interest of the insured therein,
8.23 all other insurance thereon, in detail, the purposes for which and the persons by whom the
8.24 building insured, or containing the property insured, was used, and the time at which and
8.25 manner in which the fire originated, so far as known to the insured.

8.26 The insured, as often as may be reasonably required, shall exhibit to any person
8.27 designated by this company all that remains of any property herein described, and, after
8.28 being informed of the right to counsel and that any answers may be used against the
8.29 insured in later civil or criminal proceedings, the insured shall, within a reasonable period
8.30 after demand by this company, submit to examinations under oath by any person named by
8.31 this company, and subscribe the oath. The insured, as often as may be reasonably required,
8.32 shall produce for examination all records and documents reasonably related to the loss, or
8.33 certified copies thereof if originals are lost, at a reasonable time and place designated by
8.34 this company or its representatives, and shall permit extracts and copies thereof to be made.

8.35 In case the insured and this company, except in case of total loss on buildings,
8.36 shall fail to agree as to the actual cash value or the amount of loss, then, on the written

9.1 demand of either, each shall select a competent and disinterested appraiser and notify the
9.2 other of the appraiser selected within 20 days of such demand. In case either fails to
9.3 select an appraiser within the time provided, then a presiding judge of the district court
9.4 of the county wherein the loss occurs may appoint such appraiser for such party upon
9.5 application of the other party in writing by giving five days' notice thereof in writing to
9.6 the party failing to appoint. The appraisers shall first select a competent and disinterested
9.7 umpire; and failing for 15 days to agree upon such umpire, then a presiding judge of the
9.8 above mentioned court may appoint such an umpire upon application of party in writing
9.9 by giving five days' notice thereof in writing to the other party. The appraisers shall then
9.10 appraise the loss, stating separately actual value and loss to each item; and, failing to
9.11 agree, shall submit their differences, only, to the umpire. An award in writing, so itemized,
9.12 of any two when filed with this company shall determine the amount of actual value and
9.13 loss. Each appraiser shall be paid by the selecting party, or the party for whom selected,
9.14 and the expense of the appraisal and umpire shall be paid by the parties equally.

9.15 It shall be optional with this company to take all of the property at the agreed or
9.16 appraised value, and also to repair, rebuild or replace the property destroyed or damaged
9.17 with other of like kind and quality within a reasonable time, on giving notice of its
9.18 intention so to do within 30 days after the receipt of the proof of loss herein required.

9.19 There can be no abandonment to this company of any property.

9.20 The amount of loss for which this company may be liable shall be payable 60 days
9.21 after proof of loss, as herein provided, is received by this company and ascertainment of
9.22 the loss is made either by agreement between the insured and this company expressed in
9.23 writing or by the filing with this company of an award as herein provided. It is moreover
9.24 understood that there can be no abandonment of the property insured to the company, and
9.25 that the company will not in any case be liable for more than the sum insured, with interest
9.26 thereon from the time when the loss shall become payable, as above provided.

9.27 No suit or action on this policy for the recovery of any claim shall be sustainable in
9.28 any court of law or equity unless all the requirements of this policy have been complied
9.29 with, and unless commenced within two years after inception of the loss.

9.30 This company is subrogated to, and may require from the insured an assignment
9.31 of all right of recovery against any party for loss to the extent that payment therefor is
9.32 made by this company; and the insurer may prosecute therefor in the name of the insured
9.33 retaining such amount as the insurer has paid.

9.34 Assignment of this policy shall not be valid except with the written consent of
9.35 this company.

9.36 IN WITNESS WHEREOF, this company has executed and attested these presents.

10.1

.....

10.2 (Signature)

(Signature)

10.3

.....

10.4 (Name of office)

(Name of office)

10.5 Sec. 4. **REPEALER.**10.6 Minnesota Rules, part 2700.0200, is repealed.

APPENDIX
Repealed Minnesota Rule: H1587-1

2700.0200 LANGUAGE REQUIREMENTS.

The English language shall be used in the printing of all policies of insurance covering property in this state and also in the keeping of the records of the insurance company.

Bylaws shall be printed in the English language, but they may be printed in a foreign language as well. Any company affected by this ruling shall comply with it immediately.

NV

NV draft law, not passed as of 2013

SUMMARY—Authorizes an insurer and an insured to agree to conduct business through electronic transmission. (BDR 57-1094)

FISCAL NOTE: Effect on Local Government: No.

Effect on the State: No.

AN ACT relating to insurance; authorizing an insurer and an insured to agree to conduct business through electronic transmission and authorizing the electronic delivery of certain documents if such an agreement is made; authorizing an insurer to post certain forms on the Internet website of the insurer; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law requires the Commissioner of Insurance to adopt regulations governing electronic means to conduct business concerning insurance. (NRS 679B.136) **Sections 1 and 7** of this bill: (1) authorize an insurer or a person engaged in the business of entering into agreements or purchasing agreements and an insured to agree to conduct business through electronic transmission; (2) require the insurer or person engaged in the business of entering into agreements or purchasing agreements to notify any representative, agent or broker of the insured of such an agreement; and (3) establishes means by which information concerning insurance may be delivered electronically. **Section 8** of this bill allows an insurer to post forms relating to

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57-1094

COMMITTEE INTRODUCTION REQUIRED

property or casualty insurance on the insurer's Internet website and establishes requirements governing the manner in which the forms may be posted.

Existing law requires an insurer to provide notice before cancelling an insurance policy. (NRS 687B.420) **Sections 4, 9 and 10** of this bill allow an insurer or a person engaged in the business of entering into agreements or purchasing agreements to provide this notice electronically if the insurer or person and the insured have agreed to conduct business through electronic transmission and, if such notice is provided electronically, requires the insurer or person to also notify any representative, agent or broker of the insured.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 686A of NRS is hereby amended by adding thereto a new section to read as follows:

~~1. A company and an insured may agree to conduct business through electronic transmission, including, without limitation, the use of electronic signatures and the acceptance and transmission of electronic records and payments. The company shall notify any representative, agent or broker of the insured not later than 72 hours after such an agreement is made.~~

~~2. If a company and an insured have agreed to conduct business through electronic transmission, the company shall deliver to the insured any information that is otherwise required to be delivered in writing by:~~

~~(a) Including the information within the body of an electronic mail;~~

~~(b) Attaching the information to an electronic mail, where the attachment may be opened using software that is readily available;~~

~~(c) Displaying the information, or a clear and conspicuous link to the information, as an essential step to completing the transaction to which the information relates; or~~

~~(d) Making the information available on the secured server of the company and sending an electronic mail to the insured stating that the information is available on the server of the company and the date, if any, by which the information must be viewed or by which any action concerning the information is required.~~

~~3. Any business conducted electronically pursuant to this section is subject to the provisions of chapters 719 and 720 of NRS and any regulations adopted by the Commissioner pursuant to NRS 679B.136 or 685A.210.~~

~~4. The provisions of this section must be construed in a manner that is consistent with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et seq.~~

~~5. As used in this section:~~

~~(a) "Electronic mail" has the meaning ascribed to it in NRS 108.4731.~~

~~(b) "Electronic record" means a record created, generated, sent, communicated, received or stored by electronic means.~~

~~(c) "Electronic signature" means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.~~

~~(d) "Record" means information which is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.~~

~~(e) "Transaction" means an action or set of actions occurring between two or more persons relating to the transaction of business, commercial or governmental affairs.~~

Electronic Notices and Documents

1. Subject to subsection (3) of this section, any notice to a party or any other document required under applicable law in an insurance transaction may be delivered by electronic means; provided that it meets all requirements of this part.
2. Delivery of a notice or document in accordance with this section shall be considered equivalent to any delivery method required under applicable law, including delivery by first class mail; first class mail, postage prepaid; certified mail; certificate of mail; or certificate of mailing.
3. A notice or document may be delivered by electronic means by an insurer to a party under this section if the party has affirmatively consented to that method of delivery and has not withdrawn the consent.
4. This section does not affect requirements related to content or timing of any notice or document required under applicable law.
5. If a provision of this title or applicable law requiring a notice or document to be provided to a party expressly requires verification or acknowledgment of receipt of the notice or document, the notice or document may be delivered by electronic means only if the method used provides for verification or acknowledgment of receipt.
6. The legal effectiveness, validity, or enforceability of any contract or policy of insurance executed by a party may not be denied solely because of the failure to obtain electronic consent or confirmation of consent of the party.
7. (1) A withdrawal of consent by a party does not affect the legal effectiveness, validity, or enforceability of a notice or document delivered by electronic means to the party before

the withdrawal of consent is effective. (2) A withdrawal of consent by a party is effective within a reasonable period of time after receipt of the withdrawal by the insurer.

8. *This section does not apply to a notice or document delivered by an insurer in an electronic form before the effective date of this act to a party who, before that date, has consented to receive notice or document in an electronic form otherwise allowed by law.*
9. *If the consent of a party to receive certain notices or documents in an electronic form is on file with an insurer before the effective date of this act, and pursuant to this section, an insurer intends to deliver additional notices or documents to such party in an electronic form, then prior to delivering such additional notices or documents electronically, the insurer shall notify the party of:*
 - a) *The notices or documents that may be delivered by electronic means under this section that were not previously delivered electronically; and*
 - b) *The party's right to withdraw consent to have notices or documents delivered by electronic means.*
10. (1) *Except as otherwise provided by law, if an oral communication or a recording of an oral communication from a party can be reliably stored and reproduced by an insurer, the oral communication or recording may qualify as a notice or document delivered by electronic means for purposes of this section. (2) If a provision of this title or applicable law requires a signature or notice or document to be notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by the provision, is attached to or logically associated with the signature, notice or document.*
11. *This section may not be construed to modify, limit, or supersede the provisions of the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et seq.*

Sec. 2. NRS 686A.330 is hereby amended to read as follows:

686A.330 As used in NRS 686A.330 to 686A.520, inclusive, *and section 1 of this act*, unless the context otherwise requires:

1. "Agreement" means a contract between a person and an insured or prospective insured under which the person agrees to pay a premium in advance on behalf of the insured or prospective insured in exchange for repayment of the amount advanced with interest or for some other consideration.

2. "Company" means a person engaged in the business of entering into agreements or

purchasing agreements. The term does not include a person who finances a premium in connection with the sale of a motor vehicle upon which the person holds a lien.

~~3. “Electronic” means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.~~

3. “Delivered by electronic means” includes:

- a. Delivery to an electronic mail address at which a party has consented to receive notices or documents; or
 - b. Posting on an electronic network or site accessible via the internet, mobile application, computer, mobile device, tablet, or any other electronic device, together with separate notice to a party directed to the electronic mail address at which the party has consented to receive notice of the posting.
4. “Party” means any recipient of any notice or document required as part of an insurance transaction, including but not limited to an applicant, an insured, a policyholder, or an annuity contract holder.

Sec. 3. NRS 686A.350 is hereby amended to read as follows:

686A.350 1. A license to engage in the business of a company is not required of any:

- (a) State or federally chartered building association or savings and loan association.
- (b) State or federally chartered bank.
- (c) State or federally chartered credit union.
- (d) Thrift company licensed pursuant to chapter 677 of NRS.
- (e) Insurance agent financing his or her own accounts.
- (f) Insurer authorized to do business in this state financing its own policies or those of an affiliated company.
- (g) Business, in addition to those included in paragraphs (a) to (d), inclusive, which is licensed and regulated by the Division of Financial Institutions of the Department of Business and Industry.

2. The provisions of NRS 686A.330 to 686A.520, inclusive, *and section 1 of this act*, other than those which concern licensing, apply to persons exempt from licensing pursuant to subsection 1.

Sec. 4. NRS 686A.460 is hereby amended to read as follows:

686A.460 1. When an agreement contains a power of attorney enabling the company, in the name of the insured, to cancel any insurance policy listed in the agreement, the insurance policy must not be cancelled by the company unless it is cancelled in accordance with this section.

2. A company shall mail written notice of its intent to cancel an insurance policy because of a default in payment under an agreement to the insured at the last known address of the insured as indicated in the records of the company ~~{and to the agent who submitted the agreement}~~ *or, if*

the company and the insured have agreed to conduct business through electronic transmission pursuant to section 1 of this act, shall deliver the notice by electronic transmission to the insured at least 10 days before the cancellation. If the default is cured within this 10-day period, the company shall not cancel the insurance policy.

3. ~~Except as otherwise provided in this subsection and subsection 5, if the company and the insured have agreed to conduct business through electronic transmission pursuant to section 1 of this act and the company has provided electronic notice of cancellation of a policy to the insured pursuant to subsection 2, the company shall also provide notice to any representative, agent or broker of the insured. The notice must be delivered, mailed or transmitted not more than 72 hours after electronic notice has been transmitted to the insured and at least 10 days before the cancellation. This notice must include the name of the insured, the number of the policy and the date on which the policy is terminated. A company is not required to comply with this subsection if the representative, agent or broker of the insured is an employee or an exclusive agent of the company.~~

4. ~~Failure by a company to provide the notice required by subsection 3 to any representative, agent or broker of the insured does not affect the validity of any notice of cancellation provided to the insured pursuant to subsection 2.~~

5. ~~A representative, agent or broker of the insured may waive the notice required by subsection 3.~~

6. If the company delivers the notice required by subsection 2 or 3 through electronic transmission, the company shall retain evidence of the electronic notification to the insured

~~and the representative, agent or broker of the insured for 1 year after the date of the transmission.~~

7. If the default is not cured within the 10-day period, the company may cancel the policy if it mails to the insured at the last known address of the insured as indicated in the records of the company and to the insurer a notice of cancellation which must include the effective date of cancellation. The policy must be cancelled as if the notice of cancellation had been submitted by the insured, but without requiring the return of the policy.

~~{4-}~~ 8. No insurance policy may be cancelled for nonpayment of a charge for a late payment.

~~{5-}~~ 9. This section does not authorize the cancellation of an insurance policy without giving any other notice required by law or satisfying other conditions for cancellation.

~~{6-}~~ 10. A company shall not impose or collect a fee for the cancellation of a policy or agreement.

Sec. 5. NRS 686A.510 is hereby amended to read as follows:

686A.510 1. A person who violates the provisions of NRS 686A.340 shall be punished by a fine of not more than \$200 per day or \$500 per agreement per day for every day the violation continues, whichever is greater.

2. A person who violates any other provision of NRS 686A.330 to 686A.520, inclusive, *and section 1 of this act* shall be punished by a fine of not more than \$1,000.

3. A person who fails or refuses to comply with an order issued by the Commissioner pursuant to NRS 686A.330 to 686A.520, inclusive, *and section 1 of this act* shall be punished by a fine of not more than \$1,000.

Sec. 6. Chapter 687B of NRS is hereby amended by adding thereto the provisions set forth as sections 7 and 8 of this act.

Sec. 7. ~~1. An insurer and an insured may agree to conduct business through electronic transmission, including, without limitation, the use of electronic signatures and the acceptance and transmission of electronic records and payments. The insurer shall notify any representative, agent or broker of the insured not later than 72 hours after such an agreement is made.~~

~~2. If an insurer and an insured have agreed to conduct business through electronic transmission, the insurer shall deliver to the insured any information that is otherwise required to be delivered in writing by:~~

- ~~(a) Including the information within the body of an electronic mail;~~
- ~~(b) Attaching the information to an electronic mail, where the attachment may be opened using software that is readily available;~~
- ~~(c) Displaying the information, or a clear and conspicuous link to the information, as an essential step to completing the transaction to which the information relates; or~~
- ~~(d) Making the information available on the secured server of the insurer and sending an electronic mail to the insured stating that the information is available on the server of the~~

~~insurer and the date, if any, by which the information must be viewed or by which any action concerning the information is required.~~

Electronic Notices and Documents

1. Subject to subsection (3) of this section, any notice to a party or any other document required under applicable law in an insurance transaction may be delivered by electronic means; provided that it meets all requirements of this part.
2. Delivery of a notice or document in accordance with this section shall be considered equivalent to any delivery method required under applicable law, including delivery by first class mail; first class mail, postage prepaid; certified mail; certificate of mail; or certificate of mailing.
3. A notice or document may be delivered by electronic means by an insurer to a party under this section if the party has affirmatively consented to that method of delivery and has not withdrawn the consent.
4. This section does not affect requirements related to content or timing of any notice or document required under applicable law.
5. If a provision of this title or applicable law requiring a notice or document to be provided to a party expressly requires verification or acknowledgment of receipt of the notice or document, the notice or document may be delivered by electronic means only if the method used provides for verification or acknowledgment of receipt.
6. The legal effectiveness, validity, or enforceability of any contract or policy of insurance executed by a party may not be denied solely because of the failure to obtain electronic consent or confirmation of consent of the party.
7. (1) A withdrawal of consent by a party does not affect the legal effectiveness, validity, or enforceability of a notice or document delivered by electronic means to the party before the withdrawal of consent is effective. (2) A withdrawal of consent by a party is effective within a reasonable period of time after receipt of the withdrawal by the insurer.
8. This section does not apply to a notice or document delivered by an insurer in an electronic form before the effective date of this act to a party who, before that date, has consented to receive notice or document in an electronic form otherwise allowed by law.
9. If the consent of a party to receive certain notices or documents in an electronic form is on file with an insurer before the effective date of this act, and pursuant to this section, an insurer intends to deliver additional notices or documents to such party in an electronic

form, then prior to delivering such additional notices or documents electronically, the insurer shall notify the party of:

- a) The notices or documents that may be delivered by electronic means under this section that were not previously delivered electronically; and
- b) The party's right to withdraw consent to have notices or documents delivered by electronic means.

10. (1) Except as otherwise provided by law, if an oral communication or a recording of an oral communication from a party can be reliably stored and reproduced by an insurer, the oral communication or recording may qualify as a notice or document delivered by electronic means for purposes of this section. (2) If a provision of this title or applicable law requires a signature or notice or document to be notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by the provision, is attached to or logically associated with the signature, notice or document.

11. This section may not be construed to modify, limit, or supersede the provisions of the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et seq.

12. Any business conducted electronically pursuant to this section is subject to the provisions of chapters 719 and 720 of NRS and any regulations adopted by the Commissioner pursuant to NRS 679B.136 or 685A.210.

~~4. The provisions of this section must be construed in a manner that is consistent with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et seq.~~

~~5. As used in this section:~~

13. "Delivered by electronic means" includes:

- a. Delivery to an electronic mail address at which a party has consented to receive notices or documents; or
- b. Posting on an electronic network or site accessible via the internet, mobile application, computer, mobile device, tablet, or any other electronic device, together with separate notice to a party directed to the electronic mail address at which the party has consented to receive notice of the posting.

14. "Party" means any recipient of any notice or document required as part of an insurance transaction, including but not limited to an applicant, an insured, a policyholder, or an annuity contract holder.

~~(a) "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.~~

~~(b) "Electronic mail" has the meaning ascribed to it in NRS 108.4731.~~

~~(c) "Electronic record" means a record created, generated, sent, communicated, received or stored by electronic means.~~

~~(d) "Electronic signature" means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.~~

~~(e) "Record" means information which is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.~~

~~(f) "Transaction" means an action or set of actions occurring between two or more persons relating to the transaction of business, commercial or governmental affairs.~~

~~Sec. 8. Any form concerning property or casualty insurance, including, without limitation, an endorsement form, that does not contain personally identifiable information may be posted to the Internet website of the insurer and be made available to the public in lieu of any other method of delivery if:~~

~~1. The form is readily accessible on the Internet website and may be printed and downloaded without charge using readily available software;~~

~~2. Once the form is no longer used in this State, it is stored in a readily accessible archive portion of the Internet website;~~

~~3. The insurer provides to policyholders with any initial policy forms and renewal forms written instructions for obtaining a paper or an electronic copy of their policy or contract; and~~

~~4. The insurer gives notice, in the manner it customarily communicates with a policyholder, of any changes to a form and of the right of the policyholder to obtain, upon request and without charge, a paper copy of the form.~~

Notwithstanding any other provisions of chapter 687B of NRS, standard property and casualty insurance policies and endorsements that do not contain personally identifiable information may be mailed, delivered, or posted on the insurer's Web site. If the insurer elects to post insurance policies and endorsements on its Web site in lieu of mailing or delivering them to the insured, it must comply with all of the following conditions:

1) The policy and endorsements must be accessible and remain that way for as long as the policy is in force;

2) After the expiration of the policy, the insurer must archive its expired policies and endorsements for a period of five years, and make them available upon request;

3) The policies and endorsements must be posted in a manner that enables the insured to print and save the policy and endorsements using programs or applications that are widely available on the Internet and free to use;

4) The insurer provides the following information in, or simultaneous with each declarations page provided at the time of issuance of the initial policy and any renewals of that policy:

A. a description of the exact policy and endorsement forms purchased by the insured;

B. a method by which the insured may obtain, upon request and without charge, a paper copy of their policy; and

C. the internet address where their policy and endorsements are posted,
and;

5) The insurer provides notice, in the format preferred by the insured, of any changes to the forms or endorsements, the insured's right to obtain, upon request and without charge, a paper

copy of such forms or endorsements, and the internet address where such forms or endorsements are posted.

Sec. 9. NRS 687B.310 is hereby amended to read as follows:

687B.310 1. NRS 687B.310 to 687B.420, inclusive, apply to all binders and all contracts of insurance the general terms of which are required to be approved or are subject to disapproval by the Commissioner, except as otherwise provided by statute or by rule pursuant to subsection 3.

2. The contract may provide terms more favorable to policyholders than are required by NRS 687B.310 to 687B.420, inclusive.

3. The Commissioner may by rule exempt from NRS 687B.310 to 687B.420, inclusive, classes of insurance contracts where the policyholders do not need protection against arbitrary termination.

4. The rights provided by NRS 687B.310 to 687B.420, inclusive, are in addition to and do not prejudice any other rights the policyholder may have at common law or under other statutes.

5. NRS 687B.310 to 687B.420, inclusive, do not prevent the rescission or reformation of any life or health insurance contract not otherwise denied by the terms of the contract or by any other statute.

6. Any notice to an insured required pursuant to NRS 687B.320 to 687B.350, inclusive, must be personally delivered to the insured, ~~or~~ mailed first class or certified to the insured at the address of the insured last known by the insurer ~~or, if the insurer and the insured have agreed to conduct business through electronic transmission pursuant to section 7 of this act, delivered by electronic transmission to the insured.~~ The notice must state the effective date of the cancellation or nonrenewal and be accompanied by a written explanation of the specific reasons for the cancellation or nonrenewal.

~~7.—Except as otherwise provided in this subsection and subsection 9, if the insurer and the insured have agreed to conduct business through electronic transmission pursuant to section 7 of this act and the insurer has provided electronic notice of cancellation of a policy to the insured pursuant to subsection 6, the insurer shall also provide notice to any representative, agent or broker of the insured. The notice must be delivered, mailed or transmitted not more than 72 hours after electronic notice has been transmitted to the insured. This notice must~~

~~include the name of the insured, the number of the policy and the date on which the policy is terminated. An insurer is not required to comply with this subsection if the representative, agent or broker of the insured is an employee or an exclusive agent of the insurer.~~

~~8. Failure by an insurer to provide the notice required by subsection 7 to any representative, agent or broker of the insured does not affect the validity of any notice of cancellation provided to the insured pursuant to subsection 6.~~

~~9. A representative, agent or broker of the insured may waive the notice required by subsection 7.~~

~~10. If the insurer delivers the notice required by subsection 6 or 7 through electronic transmission, the insurer shall retain evidence of the electronic notification to the insured and the representative, agent or broker of the insured for 1 year after the date of the transmission.~~

~~11. As used in this section, "electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.~~

Sec. 10. NRS 687B.325 is hereby amended to read as follows:

687B.325 1. No policy of industrial insurance that has been in effect for at least 70 days or that has been renewed may be cancelled by the insurer before the expiration of the agreed term or 1 year after the effective date of the policy or renewal, whichever occurs first, except on any one of the following grounds:

(a) A failure by the policyholder to pay a premium for the policy of industrial insurance when due, including the failure of the policyholder to remit an amount due because of an endorsement for a deductible;

(b) A failure by the policyholder to:

(1) Report any payroll;

(2) Allow the insurer to audit any payroll in accordance with the terms of the policy or any previous policy issued by the insurer; or

(3) Pay any additional premium charged because of an audit of any payroll as required by the terms of the policy or any previous policy issued by the insurer;

(c) A material failure by the policyholder to comply with any federal or state order concerning safety or any written recommendation of the insurer's designated representative for loss control;

(d) A material change in ownership of the policyholder or any change in the policyholder's business or operations that:

(1) Materially increases the hazard for frequency or severity of loss;

(2) Requires additional or different classifications for the calculation of premiums; or

(3) Contemplates an activity that is excluded by any reinsurance treaty of the insurer;

(e) A material misrepresentation made by the policyholder; or

(f) A failure by the policyholder to cooperate with the insurer in conducting an investigation of a claim.

2. An insurer shall not cancel a policy of industrial insurance pursuant to paragraph (a) of subsection 1 except upon 10 days' written notice submitted by the insurer to the policyholder.

3. Except as otherwise provided in this subsection, an insurer shall not cancel a policy of industrial insurance pursuant to paragraph (b), (c), (d), (e) or (f) of subsection 1 except upon 30

days' written notice by the insurer to the policyholder. An insurer is not required to provide a written notice to a policyholder pursuant to this subsection if the policyholder and the insurer consent to the cancellation of the policy of industrial insurance and to the reissuance of another policy of industrial insurance effective upon a material change in the ownership or operations of the insured. If the policyholder corrects the condition to the satisfaction of the insurer within the period specified in the policy of insurance, the insurer shall not cancel the policy.

4. Any written notice submitted to a policyholder pursuant to this section must be given by first-class mail addressed to the policyholder at the address of the policyholder set forth in the policy of industrial insurance ~~+~~ *or, if the insurer and the policyholder have agreed to conduct business through electronic transmission pursuant to section 7 of this act, delivered by electronic transmission to the policyholder.* Evidence indicating that a written notice specified in this section has been mailed *or delivered* is sufficient proof of notice.

5. The provisions of this section do not prohibit, during any period in which a policy of industrial insurance is in force, any change in the premium rate required or authorized by any law, regulation or order of the Commissioner, or otherwise agreed upon by the policyholder and the insurer.

6. ~~—Except as otherwise provided in this subsection and subsection 9, if an insurer and the policyholder have agreed to conduct business through electronic transmission pursuant to section 7 of this act and the insurer has provided electronic notice of cancellation of a policy to the policyholder pursuant to subsection 4, the insurer shall also provide notice to any representative, agent or broker of the policyholder. The notice must be delivered, mailed or~~

~~transmitted not more than 72 hours after electronic notice has been transmitted to the policyholder. This notice must include the name of the policyholder, the number of the policy and the date on which the policy is terminated. An insurer is not required to comply with this subsection if the representative, agent or broker of the policyholder is an employee or an exclusive agent of the insurer.~~

~~7. Failure by an insurer to provide the notice required by subsection 6 to any representative, agent or broker of the policyholder does not affect the validity of any notice of cancellation provided to the policyholder pursuant to subsection 4.~~

~~8. A representative, agent or broker of the policyholder may waive the notice required by subsection 6.~~

~~9. If the insurer delivers the notice required by subsection 4 or 6 5 through electronic transmission, the insurer shall retain evidence of the electronic notification to the policyholder and the representative, agent or broker of the insured for 1 year after the date of the transmission.~~

~~10. As used in this section, "electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.~~

~~11. For the purposes of this section, any policy of industrial insurance that is written for a term of more than 1 year, or any policy of industrial insurance with no fixed date of expiration, shall be deemed to be written for successive periods of 1 year.~~

Sec. 11. This act becomes effective on July 1, 2013.



Property Casualty Insurers
Association of America
Advocacy. Leadership. Results.

August 9, 2013

Mr. Gordon I. Ito
Insurance Commissioner, State of Hawaii
Chair, SCR 159 Electronic Insurance Notices and Documents Working Group
Department of Commerce and Consumer Affairs – Insurance Division
King Kalakaua Building
335 Merchant Street, Rm. 213
Honolulu, Hawaii 96813

Aloha Commissioner Ito:

Per your request at the first meeting of the SCR 159 Electronic Insurance Notices and Documents Working Group, please find attached a chart of state laws and regulations governing electronic insurance documents. Currently, 14 states have such policies in place.

PCI broadly supports the adaption of state insurance codes to accommodate the realities of today's marketplace wherein much business is conducted electronically. Where currently prohibited, we support amending state law to allow insurers to electronically deliver and all insurance documents, including notices of cancellation and nonrenewal.

PCI appreciates the opportunity to serve as a member of the working group. We look forward to working with you.

Sincerely,

Mark Sektan, Vice President
Property and Casualty Insurance of America



Property Casualty Insurers
Association of America

Advocacy. Leadership. Results.

Electronic Documents In Insurance – Laws & Regulations*

STATE	SUMMARY
ALASKA	<u>AS 21.42.250 Delivery of policy.</u> (a) An insurer shall provide a policy or endorsement to the insured or to the person entitled to it by mail or delivery or by posting on the insurer's Internet website under (c) of this section within a reasonable period of time after its issuance. The insurer is not required to mail, deliver, or post the policy or endorsement until all conditions required by the insurer have been met by the insured. ... (c) An insurer may provide a property and casualty insurance policy or endorsements by posting the policy or endorsement on the insurer's Internet website and clearly identifying the posted policy or endorsements purchased by the insured in the declaration page provided to the insured. A property and casualty insurance policy or endorsement posted under this subsection (1) must contain the standard or uniform provisions for property and casualty insurance required by AS 21.42.140; (2) must be in a form approved by the director under AS 21.42.120; (3) must be posted in a manner that reasonably allows the insured to retrieve and print or save the policy or endorsement from the website without paying a fee; (4) must remain posted on the insurer's Internet website during the time that the policy or endorsement is in effect, be retained by the insurer for not less than three years after the policy or endorsement is no longer in effect, and be made available to the insured on request; and (5) may not include personally identifiable information. (d) The insurer shall notify the insured at the time of issuance or renewal of the method by which the insured

* The laws and regulations included within this chart have been enacted and promulgated specifically in regards to insurance. This chart does not include citation to generally applicable electronic commerce statutes such as E-SIGN and UETA. This information is provided for reference purposes and is not intended to serve as legal advice.

STATE	SUMMARY
	may request and the insurer shall provide a paper or electronic copy of the insured's policy or endorsement without the insured paying a fee. (e) If the policy or endorsement change or the means of obtaining policy information from the insurer's Internet website changes, the insurer shall notify the insured in the manner the insurer customarily communicates with an insured.
ARIZONA	<u>20-398.01. Electronic posting of policies; definitions</u> A. An insurer may post property and casualty insurance policies and endorsements that are subject to this article pursuant to section 20-382 on the insurer's website instead of mailing or delivering the policies and endorsements to the insured, if all of the following conditions are satisfied: 1. The policies and endorsements posted by the insurer on its website do not contain personal information or privileged information. 2. The insurer makes accessible each policy and endorsement: (a) On the insurer's website while each policy and endorsement remains in use. (b) For a period of five years after the policy or endorsement is discontinued by the insurer. 3. The insurer posts its policies and endorsements on the insurer's website in a manner that enables the insured to print and save a copy of the policy and endorsements using programs and applications that are widely available on the internet and free of charge to use. 4. The insurer agrees to respond to requests from the insured in a timely manner and to provide notice in the manner that the insurer customarily communicates with an insured: (a) At the time of issuance of the initial policy forms and any renewal forms of a method by which the insured may obtain, on request and without charge, a paper or electronic copy of the insured's policy or endorsement. (b) Of any changes to the forms or endorsements, and of the insured's right to obtain, on request and without charge, a paper or electronic copy of the forms and endorsements. (c) Of the insurer's specific website address and instructions on how to access the referenced policy and endorsement forms on the insurer's website. 5. On each declarations page delivered to an insured, the insurer clearly identifies the exact policy and endorsement forms purchased by the insured. B. For the purposes of this section, "personal information" and "privileged information" have the same meanings prescribed in section 20-2102.

EXHIBIT E-000003

STATE	SUMMARY
ARKANSAS	<u>Bulletin No. 6-2002</u> “...Although UETA does not list the commonly used methods of electronic communication in its broad definitions of ‘electronic record’ and ‘electronic signature,’ these definitions would include electronic email and web or Internet based submissions between insurers and proposed insureds, for example, which are intended to be used to form insurance contracts. The Department alerts regulated entities that insurance transactions may be formed electronically in this state and that the electronic communications or electronic signatures are governed under UETA. Insurers and agencies should go to Internet Web Site http://www.arkleg.state.ar.us/ftp/act/2001/htm/act905.pdf to view a full copy of UETA, so that they will be alerted to the provisions and requirements in that Act.”
DELAWARE	<u>18 Del. C. § 107. Electronic notices and documents.</u> Any notice to a party or any other document required in an insurance transaction may be delivered by electronic means so long as it meets the requirements of UETA. Delivery of a notice or document in accordance with this section shall be considered equivalent to any delivery method required under this title, including delivery by first class mail, certified mail, certificate of mail, or certificate of mailing. A notice or document may be delivered by electronic means by an insurer to a party if: (1) The party has affirmatively consented to that method of delivery; (2) The party, before giving consent, is provided with a clear and conspicuous statement informing the party of: a. Any right or option of the party to have the notice provided in paper or another non-electronic form. b. The right of the party to withdraw consent and any fees, conditions, or consequences imposed in the event consent is withdrawn; c. Whether the party's consent applies: 1. Only to the particular transaction as to which the notice or document must be given; or 2. To identified categories of notices or documents; - d.1. The means by which a party may obtain a paper copy of a notice or document; and 2. The fee, if any, for the paper copy; and e. The procedure a party must follow to withdraw consent to have a notice or document delivered by electronic means and to update information needed to contact the party electronically;

EXHIBIT E-000004

STATE	SUMMARY
	(3) The party: a. Before giving consent, is provided with a statement of the hardware and software requirements for access to a notice or document delivered by electronic means; and b. Consents electronically in a manner that reasonably demonstrates that the party can access information in the electronic form that will be used for notices or documents delivered by electronic means; and (4) After consent is given, the insurer, in the event a change in the hardware or software requirements needed to access a notice or document delivered by electronic means creates a material risk that the party will not be able to access or retain a subsequent notice to which the consent applies. a. Provides the party with a statement of: 1. The revised hardware and software requirements for access to and retention of a notice or document delivered by electronic means; 2. The right of the party to withdraw consent without the imposition of any fee, condition, or consequence that was not disclosed under paragraph (d)(2)b. of this section; and b. Complies with paragraph (d)(2) of this section. This section does not affect requirements related to content or timing of any notice or document. If a provision of this title requiring a notice or document to be provided to a party expressly requires verification or acknowledgment of receipt of the notice or document, the notice or document may be delivered by electronic means only if the method used provides for verification or acknowledgment of receipt. A withdrawal of consent by a party is effective within a reasonable period of time after receipt of the withdrawal by the insurer. Except as otherwise provided by law, if an oral communication or a recording of an oral communication from a party can be reliably stored and reproduced by an insurer, the oral communication or recording may qualify as a notice or document delivered by electronic means for purposes of this section.
FLORIDA	<u>627.421 Delivery of policy.</u> (1) Subject to the insurer's requirement as to payment of premium, every policy shall be mailed, delivered, or electronically transmitted to the insured or to the person entitled thereto not later than 60 days after the effectuation of coverage. Electronic transmission of a policy for commercial risks, including, but not limited to, workers' compensation and employers' liability, commercial automobile liability, commercial automobile physical damage, commercial lines residential property, commercial nonresidential property, farm owners' insurance, and

EXHIBIT E-000006

STATE	SUMMARY
	the types of commercial lines risks set forth in s. 627.062(3)(d), shall constitute delivery to the insured or to the person entitled to delivery, unless the insured or the person entitled to delivery communicates to the insurer in writing or electronically that he or she does not agree to delivery by electronic means. Electronic transmission shall include a notice to the insured or to the person entitled to delivery of a policy of his or her right to receive the policy via United States mail rather than via electronic transmission. A paper copy of the policy shall be provided to the insured or to the person entitled to delivery at his or her request. ... (4) Notwithstanding subsections (1) and (2), property and casualty insurance policies and endorsements that do not contain personally identifiable information may be posted on the insurer's Internet website. If the insurer elects to post insurance policies and endorsements on its Internet website in lieu of mailing or delivery to insureds, the insurer must comply with the following: (a) Each policy and endorsement must be easily accessible on the insurer's Internet website for as long as the policy and endorsement remain in force. (b) The insurer must archive all of its expired policies and endorsements on its Internet website and make any expired policy and endorsement available upon an insured's request for at least 5 years after expiration of the policy and endorsement. (c) Each policy and endorsement must be posted in a manner that enables the insured to print and save the policy and endorsement using a program or application that is widely available on the Internet without charge. (d) When the insurer issues an initial policy or any renewal, the insurer must notify the insured, in the manner the insurer customarily uses to communicate with the insured, that the insured has the right to request and obtain without charge a paper or electronic copy of the insured's policy and endorsements. (e) On each declarations page issued to the insured, the insurer must clearly identify the exact policy form and endorsement form purchased by the insured. (f) If the insurer changes any policy form or endorsement, the insurer must notify the insured, in the manner the insurer customarily uses to communicate with the insured, that the insured has the right to request and obtain without charge a paper or electronic copy of such form or endorsement.
IDAHO	<u>41-1851. ELECTRONIC NOTICES AND DOCUMENTS.</u> (1) In this section, the following words shall have the following meanings: (a) "Delivered by electronic means" includes: (i) Delivery to an e-mail address at which a party has consented to receive notices or documents; or (ii) Posting on the Internet together with separate notice to a party directed to the e-mail address at which the

STATE	SUMMARY
	party has consented to receive notice of the posting; (iii) Delivery or posting directly to a mobile device or other electronic device accessible by a party that has consented to conduct insurance transactions electronically. (b) "Party" means any recipient of any notice or document required as part of an insurance transaction including, but not limited to, an applicant, an insured, a policyholder or an annuity contract holder. (2) Pursuant to subsection (4) of this section, any notice to a party or any other document or [document] that is to serve as evidence of insurance coverage may be delivered, stored and presented by electronic means so long as it meets the requirements of the state's UETA law. (3) Delivery of a notice or document in accordance with this section shall be considered equivalent to any delivery method required under applicable law, including: delivery by first class mail; first class mail, postage prepaid; certified mail; certificate of mail; or certificate of mailing. (4) A notice or document may be delivered by electronic means if the party has affirmatively consented to that method of delivery. (5) This section does not affect requirements related to content or timing of any notice or document. (6) If a provision of this title or applicable law requiring a notice or document to be provided to a party expressly requires verification or acknowledgment of receipt of the notice or document, the notice or document may be delivered by electronic means only if the method used provides for verification or acknowledgment of receipt. In the absence of verification or acknowledgment of receipt, the insurer shall mail a paper copy of the notice or document within three (3) days via United States mail. (7) The legal effectiveness, validity or enforceability of any contract or policy of insurance executed by a party may not be denied solely because of the failure to obtain electronic consent or confirmation of consent of the party. (8) (a) A withdrawal of consent by a party does not affect the legal effectiveness, validity or enforceability of a notice or document delivered by electronic means to the party before the withdrawal of consent is effective. (b) A withdrawal of consent by a party is effective within a reasonable period of time after receipt of the withdrawal by the insurer. (9) The provisions of this section do not apply to a notice or document delivered by an insurer in an electronic form before the effective date of this act to a party who, before that date, has consented to receive notice or document in an electronic form otherwise allowed by law. (10) If the consent of a party to receive certain notices or documents in an electronic form is on file with an insurer before the effective date of this act, and pursuant to the provisions of this section, an insurer intends to deliver additional notices or documents to such party in an electronic form, then prior to delivering such

EXHIBIT E-000007

STATE	SUMMARY
	additional notices or documents electronically the insurer shall notify the party of: (a) The notices or documents that may be delivered by electronic means under this section that were not previously delivered electronically; and (b) The party's right to withdraw consent to have notices or documents delivered by electronic means. (11) (a) Except as otherwise provided by law, if an oral communication or a recording of an oral communication from a party can be reliably stored and reproduced by an insurer, the oral communication or recording may qualify as a notice or document delivered by electronic means for the purposes of this section. (b) If a provision of this title or applicable law requires a signature or notice or document to be notarized, acknowledged, verified or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by the provision, is attached to or logically associated with the signature, notice or document. (12) The provisions of this section may not be construed to modify, limit or supersede the provisions of the federal electronic signatures in global and national commerce act, P.L. 106-229, as amended.
KANSAS	<u>Section 1.</u> The provisions of sections 1 through 4, and amendments thereto, shall be known and may be cited as the electronic notice and document act. Sec. 2. This act allows the use of electronic notices and documents in lieu of any other provision of law for the sending of insurance notices and documents. In order to send electronic notices and documents to another party the insurer must obtain the consent of the other party as provided in this act. Sec. 3. For the purposes of this act: (a) “Delivered by electronic means” includes: (1) Delivery to an e-mail address at which a party has consented to receive notices or documents; or (2) posting on the Internet together with separate notice of the posting, which shall be provided by e-mail to the address at which the party has consented to receive notice or by any other delivery method that has been consented to by the party. (b) “Party” means any recipient of any notice or document required as part of an insurance transaction, including, but not limited to, an applicant, an insured, a policyholder or an annuity contract holder. Sec. 4. (a) Subject to subsection (c), any notice to a party or any other document required under applicable law in an insurance transaction or that is to serve as evidence of insurance coverage may be delivered, stored and presented by electronic means so long as it meets the requirements of this act. (b) Delivery of a notice or document in accordance with this section shall be considered equivalent to any delivery method required under applicable law, including delivery by first class mail; first class mail, post-age prepaid; certified mail; certificate of mail; or certificate of mailing.

EXHIBIT E-000009

STATE	SUMMARY
	(c) A notice or document may be delivered by electronic means by an insurer to a party under this section if: (1) The party has affirmatively consented to that method of delivery; (2) the party, before giving consent, is provided with a clear and conspicuous statement informing the party of: (A) Any right or option of the party to have the notice or document provided or made available in paper or another non-electronic form; (B) the right of the party to withdraw consent to have a notice or document delivered by electronic means and any fees, conditions or consequences imposed in the event consent is withdrawn; (C) whether the party's consent applies: (i) Only to the particular transaction as to which the notice or document must be given; or (ii) to identified categories of notices or documents that may be delivered by electronic means during the course of the parties' relationship; (D) (i) the means, after consent is given, by which a party may obtain a paper copy of a notice or document delivered by electronic means; and (ii) the fee, if any, for the paper copy; and (E) the procedure a party must follow to withdraw consent to have a notice or document delivered by electronic means and to update information needed to contact the party electronically; (3) the party, before giving consent, is provided with a statement of the hardware and software requirements for access to and retention of a notice or document delivered by electronic means; and consents electronically, or confirms consent electronically, in a manner that reasonably demonstrates that the party can access information in the electronic form that will be used for notices or documents delivered by electronic means as to which the party has given consent; and (4) after consent of the party is given, the insurer, in the event a change in the hardware or software requirements needed to access or retain a notice or document delivered by electronic means creates a material risk that the party will not be able to access or retain a subsequent notice or document to which the consent applies, provides the party with a statement of: (A) The revised hardware and software requirements for access to and retention of a notice or document delivered by electronic means; and (B) the right of the party to withdraw consent without the imposition of any fee, condition, or consequence that was not disclosed under subsection (c)(2). (d) This act does not affect requirements related to content or timing of any notice or document required under applicable law. (e) If a provision of this act or applicable law requiring a notice or document to be provided to a party expressly

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	requires verification or acknowledgment of receipt of the notice or document, the notice or document may be delivered by electronic means only if the method used provides for verification or acknowledgment of receipt. (f) The legal effectiveness, validity, or enforceability of any contract or policy of insurance executed by a party may not be denied solely because of the failure to obtain electronic consent or confirmation of consent of the party in accordance with subsection (c)(3). (g) A withdrawal of consent by a party does not affect the legal effectiveness, validity, or enforceability of a notice or document delivered by electronic means to the party before the withdrawal of consent is effective. A withdrawal of consent by a party is effective within a reasonable period of time after receipt of the withdrawal by the insurer. Failure by an insurer to comply with subsection (c)(4) may be treated, at the election of the party, as a withdrawal of consent for purposes of this section. (h) This section does not apply to a notice or document delivered by an insurer in an electronic form before the effective date of this act to a party who, before that date, has consented to receive a notice or document in an electronic form otherwise allowed by law. (i) If the consent of a party to receive certain notices or documents in an electronic form is on file with an insurer before the effective date of this act, and pursuant to this section, an insurer intends to deliver additional notices or documents to such party in an electronic form, then prior to delivering such additional notices or documents electronically, the insurer shall notify the party of the notices or documents that may be delivered by electronic means under this section that were not previously delivered electronically and the party's right to withdraw consent to have notices or documents delivered by electronic means. (j) Notwithstanding any other provisions of this section, insurance policies and endorsements that do not contain personally identifiable information may be mailed, delivered or posted on the insurer's website. If the insurer elects to post insurance policies and endorsements on its website in lieu of mailing or delivering such policies and endorsements to the insured, such insurer shall comply with all of the following conditions: (1) The policy and endorsements shall be easily accessible and remain that way for as long as the policy is in force; (2) after the expiration of the policy, the insurer shall archive its expired policies and endorsements for five years and make them available upon request; (3) the policies and endorsements shall be posted in a manner that enables the insured to print and save the policy and endorsements using programs or applications that are widely available on the internet and free to use; (4) the insurer shall provide notice, at the time of issuance of the initial policy forms and any renewal forms, of a method by which insureds may obtain, upon request and without charge, a paper or electronic copy

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	of their policy or endorsements; (5) on each declarations page issued to an insured, the insurer shall clearly identify the exact policy and endorsement forms purchased by the insured; and (6) the insurer shall provide notice of any changes to the forms or endorsements, and of the insured's right to obtain, upon request and without charge, a paper or electronic copy of such forms or endorsements. (k) Except as otherwise provided by law, if an oral communication or a recording of an oral communication from a party can be reliably stored and reproduced by an insurer, the oral communication or recording may qualify as a notice or document delivered by electronic means for purposes of this section. If a provision of this title or applicable law requires a signature or notice or document to be notarized, acknowledged, verified or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by the provision, is attached to or logically associated with the signature, notice or document. (l) This section shall not affect any obligation of the insurer to provide notice to any person other than the insured of any notice provided to the insured. (m) This section shall not be construed to modify, limit or supersede the provisions of the federal electronic signatures in global and national commerce act, public law 106-229, or the provisions of the state's UETA law. (n) The provisions of this act shall not apply to any mutual insurance company organized pursuant to article 12a of chapter 40 of the Kansas Statutes Annotated, and amendments thereto.
KENTUCKY	<u>DOI Advisory Opinion 2013-01</u> After reviewing [Kentucky state law, including UETA], the Department interprets the required delivery of effective notice can be made by electronic mail to policyholders: (1) where the policyholder's electronic mail address is on file with the insurer; and (2) where the policyholder has previously elected to receive communications of cancellations, renewals, nonrenewals, and premium increases through electronic mail. ...the Department will permit [delivery of cancellation, renewal, nonrenewal, and premium increase notices] to be delivered electronically provided the following conditions are met. An insurer must make a disclosure to any policyholder of options to elect to receive a policy, and notices, electronically. The options, in substance, must be:

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	a. To continue to receive delivery of the policy and all notices in hard copy; b. To receive delivery of the policy electronically, but to receive all notices in hard copy; or c. To receive delivery of the policy AND ALL notices electronically. These disclosures must contain the following or substantially similar language: The policyholder who elects to allow for this policy, notices and communications to be sent to the electronic mail address provided by the policyholder should be aware that the election operates as consent by the policyholder for all notices to be sent electronically, including notice of nonrenewal and cancellation. Therefore, the policyholder should be diligent in updating the electronic mail address provided to the insurer in the event that the address should change. An insurer making an electronic delivery or providing electronic notice shall maintain proof of electronic mailing.
MARYLAND	<u>Md. INSURANCE Code Ann. § 27-601.2</u> Notice delivered by electronic means Subject to consent and notice provisions below, any notice to a party required under this subtitle may be delivered by electronic means (defined as either an e-mail or posting to an electronic network along with separate e-mail notice to insured) and provided the process used to obtain policyholder consent for delivery by electronic means meets the requirements of Title 21, Subtitle 1 of the Commercial Law Article. Delivery of a notice in accordance with these same conditions shall be considered equivalent to any delivery method required under this subtitle, including delivery by first-class mail, certified mail, certificate of mail, or certificate of mailing. A notice may be delivered by electronic means by an insurer to a party under this section if: (1) the party has affirmatively consented and has not withdrawn the consent; (2) the party, before giving consent, is provided with a clear and conspicuous statement: (i) informing the party of: 1. any right or option of the party to have the notice provided or made available in paper or another nonelectronic form; 2. the right of the party to withdraw consent to have notice delivered by electronic means and any fees, conditions, or consequences imposed in the event consent is withdrawn;

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	3. whether the party's consent applies: A. only to the particular transaction as to which the notice must be given; or B. to identified categories of notices that may be delivered by electronic means during the course of the parties' relationship; 4. how, after consent is given, the party may obtain a paper copy of a notice delivered by electronic means; and the fee, if any, for the paper copy; and 5. the procedures the party must use to withdraw consent to have notice delivered by electronic means and to update info needed to contact the insurer electronically; (3) the party: (i) before giving consent, is provided with a statement of the hardware and software requirements for access to and retention of a notice delivered by electronic means; and (ii) consents electronically, or confirms consent electronically, in a manner that reasonably demonstrates that the party can access information in the electronic form that will be used for notices delivered by electronic means as to which the party has given consent; and (4) after consent of the party is given, the insurer, in the event a change in the hardware or software requirements needed to access or retain a notice delivered by electronic means creates a material risk that the party will not be able to access or retain a subsequent notice to which the consent applies: (i) provides the party with a statement of: 1. the revised hardware and software requirements; and 2. the right of the party to withdraw consent without the imposition of any fee, condition, or consequence not disclosed under item (2)(i)2 of this subsection; and (ii) complies with item (2) of this subsection. This section does not affect the content or timing of any notice required under this subtitle. If a provision of this subtitle requiring notice to be provided to a party expressly requires verification or acknowledgment of receipt of the notice, the notice may be delivered by electronic means only if the method used provides for verification or acknowledgment of receipt. The legal effectiveness, validity, or enforceability of any contract or policy of insurance executed by a party may not be denied solely because of the failure to obtain electronic consent or confirmation of consent of the party in accordance with subsection (d)(3)(ii) of this section. Except as otherwise provided by law, if an oral communication or a recording of an oral communication

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	can be reliably stored and reproduced by an insurer, the oral communication or recording may qualify as a notice delivered by electronic means for purposes of this section. If a provision of this subtitle requires a signature or record to be notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by the provision, is attached to or logically associated with the signature or record.
MICHIGAN	<u>Sec. 2112</u> At least annually, in conjunction w/renewal notice or bill for auto or home policy, insurer shall send written notice that certain rate information is available and will be provided to the policyholder on request. In this notice the insurer shall provide a telephone # and an URL and, on request of the policyholder, the insurer shall provide the policyholder w/the requested info in either written or electronic format. <u>Sec. 2248</u> (1) A policy of insurance against fire, theft, property damage, collision, or liability in connection with automobile coverage shall not be issued unless the policy, or an exact copy of the policy, is delivered to the insured. (2) For purposes of this section, a personal automobile insurance policy and endorsements that do not contain personally identifiable information may be delivered by mailing, delivery, or posting on the insurer's internet website. If the insurer elects to post an insurance policy and endorsements on its Internet website in lieu of mailing or delivering them to the named insured, the insurer shall comply with all of the following conditions: (a) The policy and endorsements are easily accessible and remain easily accessible for as long as the policy is in force. (b) After the expiration of the policy, the insurer archives the policy and endorsements and makes them available on request at no charge or for a reasonable charge. (c) The policy and endorsements are posted in a manner that enables the insured to print and save the policy and endorsements using widely available and free programs or applications. (d) The insurer provides notice to the named insured with each declarations page of a method by which an insured may obtain, on request and without charge, a paper or electronic copy of the policy or endorsements. (e) On each declarations page issued to an insured, the insurer clearly identifies the exact policy and endorsement forms purchased by the insured. (f) The insurer provides notice, in the manner by which it customarily communicates with a named insured,

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	of any of the changes to the forms or endorsements and the insured's right to obtain, on request and without charge, a paper copy of the forms or endorsements.
MINNESOTA	<u>ELECTRONIC NOTICES AND DOCUMENTS.</u> Subdivision 1. Terms defined. In this section, the following words have the meanings given them: (1) "delivered by electronic means" includes: (i) delivery to an e-mail address at which a party has consented to receive notices or documents; or (ii) posting on an electronic network or Web site accessible via the Internet, mobile application, computer, mobile device, tablet, or other electronic device, together with separate notice of posting, which must be provided by electronic mail to the address at which the party has consented to receive notice or by any other delivery method that has been consented to by the party; and (2) "party" means a recipient of a notice or document required as part of an insurance transaction including, but not limited to, an applicant, an insured, a policyholder, or an annuity contract holder. Subd. 2. Requirements. Subject to subdivision 4, a notice to a party or other document required under applicable law in an insurance transaction or that is to serve as evidence of insurance coverage may be delivered, stored, and presented by electronic means so long as it meets the requirements of the Uniform Electronic Transactions Act, chapter 325L. Subd. 3. Equivalent to other required methods. Delivery of a notice or document in accordance with this section is considered equivalent to a delivery method required under applicable law, including delivery by first class mail; first class mail, postage prepaid; certified mail; certificate of mail; or certificate of mailing. Subd. 4. Conditions for electronic delivery. A notice or document may be delivered by electronic means by an insurer to a party under this section if: (1) the party has affirmatively consented to that method of delivery and has not withdrawn the consent; (2) the party, before giving consent, is provided with a clear and conspicuous statement informing the party of: (i) a right or option of the party to have the notice or document provided or made available in paper or another nonelectronic form; (ii) the right of the party to withdraw consent to have a notice or document delivered by electronic means and any fees, conditions, or consequences imposed in the event consent is withdrawn; (iii) whether the party's consent applies: (A) only to the particular transaction as to which the notice or document must be given; or (B) to identified categories of notices or documents that may be delivered by electronic means during the course

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	of the parties' relationship; (iv)(A) the means, after consent is given, by which a party may obtain a paper copy of a notice or document delivered by electronic means; and (B) the fee, if any, for the paper copy; and (v) the procedure a party must follow to withdraw consent to have a notice or document delivered by electronic means and to update information needed to contact the party electronically; (3) the party: (i) before giving consent, is provided with a statement of the hardware and software requirements for access to and retention of a notice or document delivered by electronic means; and (ii) consents electronically, or confirms consent electronically, in a manner that reasonably demonstrates that the party can access information in the electronic form that will be used for notices or documents delivered by electronic means to which the party has given consent; and (4) after consent of the party is given, the insurer, in the event a change in the hardware or software requirements needed to access or retain a notice or document delivered by electronic means creates a material risk that the party will not be able to access or retain a subsequent notice or document to which the consent applies: (i) provides the party with a statement of: (A) the revised hardware and software requirements for access to and retention of a notice or document delivered by electronic means; (B) the right of the party to withdraw consent without the imposition of a fee, condition, or consequence that was not disclosed under clause (2); and (ii) complies with clause (2). Subd. 5. Content or timing not affected. This section does not affect requirements related to content or timing of a notice or document required under applicable law. Subd. 6. Verification or acknowledgement of receipt. If a provision of applicable law requiring a notice or document to be provided to a party expressly requires verification or acknowledgement of receipt of the notice or document, the notice or document may be delivered by electronic means only if the method used provides for verification or acknowledgement of receipt. Subd. 7. Failure to obtain consent. The legal effectiveness, validity, or enforceability of a contract or policy of insurance executed by a party may not be denied solely because of the failure to obtain electronic consent or confirmation of consent of the party in accordance with subdivision 4, clause (3), item (ii). Subd. 8. Withdrawal of consent. (a) A withdrawal of consent by a party does not affect the legal effectiveness,

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	validity, or enforceability of a notice or document delivered by electronic means to the party before the withdrawal of consent is effective. (b) A withdrawal of consent by a party is effective within a reasonable period of time after receipt of the withdrawal by the insurer. (c) Failure by an insurer to comply with subdivision 4, clause (4), may be treated, at the election of the party, as a withdrawal of consent for purposes of this section. Subd. 9. Prior consent. If the consent of a party to receive certain notices or documents in an electronic form is on file with an insurer before the effective date of this act and, pursuant to this section, an insurer intends to deliver additional notices or documents to the party in an electronic form then, before delivering the additional notices or documents electronically, the insurer shall notify the party of: (1) the notices or documents that may be delivered by electronic means under this section that were not previously delivered electronically; and (2) the party's right to withdraw consent to have notices or documents delivered by electronic means. Subd. 10. Property and casualty policies and endorsements. Notwithstanding any other provisions of this section and of section 60A.08, subdivision 3, standard property and casualty insurance policies and endorsements that do not contain personally identifiable information may be mailed, delivered, or posted on the insurer's Web site. If the insurer elects to post insurance policies and endorsements on its Web site in lieu of mailing or delivering them to the insured, it must comply with all of the following conditions: (1) the policy and endorsements must be accessible and remain that way for as long as the policy is in force; (2) after the expiration of the policy, the insurer must archive its expired policies and endorsements for a period of five years and make them available upon request; (3) the policies and endorsements must be posted in a manner that enables the insured to print and save the policy and endorsements using programs or applications that are widely available on the Internet and free to use; (4) the insurer provides the following information in or simultaneously with each declarations page provided at the time of issuance of the initial policy and any renewals of that policy: (i) a description of the exact policy and endorsement forms purchased by the insured; (ii) a method by which the insured may obtain, upon request and without charge, a paper copy of the policy; and (iii) the Internet address where the policy and endorsements are posted; and (5) the insurer provides notice, in the manner it customarily communicates with an insured, of any changes to the forms or endorsements, the insured's right to obtain, upon request and without charge, a paper copy of such forms or endorsements, and the Internet address where such forms or endorsements are posted.

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	Subd. 11. Oral communications. Except as otherwise provided by law, if an oral communication or a recording of an oral communication from a party can be reliably stored and reproduced by an insurer, the oral communication or recording may qualify as a notice or document delivered by electronic means for purposes of this section. If a provision of this title or applicable law requires a signature or notice or document to be notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by the provision, is attached to or logically associated with the signature, notice, or document. Subd. 12. Effect or other law. This section may not be construed to modify, limit, or supersede the provisions of the federal Electronic Signatures in Global and National Commerce Act, Public Law 106-229, as amended. Subd. 13. Application. This section does not apply to: (1) a nonprofit health service plan corporation licensed under chapter 62C; (2) a health maintenance organization licensed under chapter 62D; or (3) a health carrier, as defined under section 62A.011, subdivision 2, that is affiliated with a nonprofit health service plan corporation licensed under chapter 62C or a health maintenance organization licensed under chapter 62D. EFFECTIVE DATE; NONAPPLICATION. This section is effective August 1, 2013, and does not apply to a notice or document delivered by an insurer in an electronic form before that date to a party who, before that date, has consented to receive a notice or document in an electronic form otherwise allowed by law.
MISSOURI	<u>379.011</u>. 1. As used in this section, the following terms mean: (1) "Delivered by electronic means", includes delivery to an electronic mail address at which a party has consented to receive notices or documents, or posting on an electronic network or site accessible via the internet, mobile application, computer, mobile device, tablet, or any other electronic device, together with a separate notice to a party directed to the electronic mail address at which the party has consented to receive notice of the posting; (2) "Party", any recipient of any notice or document required as part of an insurance transaction, including but not limited to an applicant, an insured or a policyholder. 2. Subject to subsection 3 of this section, any notice to a party or any other document required under applicable law in an insurance transaction or that is to serve as evidence of insurance coverage may be delivered, stored, and presented by electronic means so long as it meets the requirements of sections 432.200 to 432.295. Delivery of a notice or document in accordance with this subsection shall be considered equivalent to any delivery method required under applicable law, including delivery by first class mail, first class mail postage

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	prepaid, certified mail, or certificate of mailing. 3. A notice or document may be delivered by electronic means by an insurer to a party under this subsection if: (1) The party has affirmatively consented to that method of delivery and has not withdrawn the consent; (2) The party, before giving consent, is provided with a clear and conspicuous statement informing the party of: (a) Any right or option to have the notice or document provided in paper or another nonelectronic form at no additional cost; (b) The right of party to withdraw consent to have a notice or document delivered by electronic means; (c) Whether the party's consent applies only to the particular transaction as to which the notice or document must be given or to identified categories of notices or documents that may be delivered by electronic means during the course of the parties' relationship; (d) The means, after consent is given, by which a party may obtain a paper copy of a notice or document delivered by electronic means at no additional cost; and (e) The procedure a party must follow to withdraw consent to have a notice or document delivered by electronic means and to update information needed to contact the party electronically; (3) The party, before giving consent, is provided with a statement of the hardware and software requirements for access to and retention of a notice or document delivered by electronic means and consents electronically, and confirms consent electronically, in a manner that reasonably demonstrates that the party can access information in the electronic form that will be used for notices or documents delivered by electronic means as to which the party has given consent; and (4) After consent of the party is given, the insurer, in the event a change in the hardware or software requirements needed to access or retain a notice or document delivered in electronic means creates a material risk that the party will not be able to access or retain a subsequent notice or document to which the consent applies: (a) Provides the party with a statement of the revised hardware and software requirements for access to and retention of a notice or document delivered by electronic means and of the right of the party to withdraw consent pursuant to paragraph (b) of subdivision (2) of this subsection; and (b) Complies with subdivision (2) of this subsection. 4. This section does not affect requirements relating to content or timing of any notice or document required under applicable law. If any provision of applicable law requiring a notice or document to be provided to a party expressly requires verification or acknowledgment of receipt of the notice or document, the notice or

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	document may be delivered by electronic means only if the method used provides for verification or acknowledgment of receipt. Absent verification or acknowledgment of receipt of the initial notice or document on the part of the party, the insurer shall send two subsequent notices or documents at intervals of five business days. The legal effectiveness, validity, or enforceability of any contract or policy of insurance executed by a party may not be made contingent upon obtaining electronic consent or confirmation of consent of the party in accordance with subdivision (3) of subsection 3 of this section. 5. A withdrawal of consent by a party does not affect the legal effectiveness, validity, or enforceability of a notice or document delivered by electronic means to the party before the withdrawal of consent is effective. A withdrawal of consent by a party is effective within thirty days after receipt of the withdrawal by the insurer. Failure by an insurer to comply with subdivision (4) of subsection 3 of this section may be treated, at the election of the party, as a withdrawal of consent for purposes of this section. 6. This section does not apply to a notice or document delivered by an insurer in an electronic form before the effective date of this section to a party who, before that date, has consented to receive notices or documents in an electronic form otherwise allowed by law. If the consent of a party to receive certain notices or documents in an electronic form is on file with an insurer before the effective date of this section, and pursuant to this section, an insurer intends to deliver additional notices or documents to such party in an electronic form, then prior to delivering such additional notices or documents electronically, the insurer shall notify the party of: (1) The notices or documents that may be delivered by electronic means under this section that were not previously delivered electronically; and (2) The party's right to withdraw consent to have notices or documents delivered by electronic means. 7. A party who does not consent to delivery of notices or documents under subsection 3 of this section, or who withdraws their consent, shall not be subject to any additional fees or costs for having notices or documents provided or made available to them in paper or another nonelectronic form. 8. If any provision of applicable law requires a signature or notice or document to be notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by the provision, is attached to or logically associated with the signature, notice, or document. 9. This section may not be construed to modify, limit, or supercede the provisions of sections 432.200 to 432.295. 10. Nothing in this section shall prevent an insurer from offering a discount to an insured who elects to receive notices and documents electronically in accordance with this section.

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	<u>379.012</u>. 1. In addition to and notwithstanding any other provisions or requirements of section 379.011 to the contrary, insurance policy forms and endorsements for property insurance as described in subdivisions (1), (2), (3), and (5) of subsection 1 of section 379.010 issued or renewed in this state, or covering risks in this state, which do not contain personally identifiable information, may be made available electronically on the insurer's website in lieu of mailing or delivering a paper copy of policy forms and endorsements to an insured. 2. If the insurer elects to make such insurance policy forms and endorsements available electronically on the insurer's website in lieu of mailing or delivering a paper copy to the insured, it shall comply with all the following conditions with respect to such policy forms and endorsements: (1) The policy forms and endorsements issued or sold in this state shall be easily and publicly accessible on the insurer's website and remain that way for as long as the policy form or endorsement is in force or actively sold in this state; (2) The insurer shall retain and store the policy forms and endorsements after they are withdrawn from use or replaced with other policy forms and endorsements for a period of five years and make them available to insureds and former insureds upon request and at no cost; (3) The policy forms and endorsements shall be available on the insurer's website in an electronic format that enables the insured to print and save the policy forms and endorsements using programs or applications that are widely available on the internet and free to use; (4) At policy issuance and renewal, the insurer shall provide clear and conspicuous notice to the insured, in the manner it customarily communicates with an insured, that it does not intend to mail or deliver a paper copy of the policy forms or documents. The notice shall provide instructions on how the insured may access the policy forms and endorsements on the insurer's website. The insurer shall also notify the insured of their right to obtain a paper copy of the policy forms and endorsements at no cost and provide either a toll-free telephone number or the telephone number of the insured's producer by which the insured can make this request; (5) At policy renewal, the insurer shall provide clear and conspicuous notice to the insured, in the manner it customarily communicates with an insured, of any changes which have been made to the policy forms or endorsements since the prior coverage period. Such notice shall be made in accordance with the requirements of subdivision (4) of this subsection; and (6) On each declarations page, or similar coverage summary document, issued to an insured, the insurer shall clearly identify the exact policy forms and endorsements purchased by the insured, so that the insured may easily access those forms on the insurer's website. 3. The director may promulgate any rules necessary to implement and administer the provisions of this section. Any rule or portion of a rule, as that term is defined in section 536.010 that is created under the

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	authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536, and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536, to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2013, shall be invalid and void.
OKLAHOMA	SECTION 1. <u>NEW LAW</u> A new section of law to be codified in the Oklahoma Statutes as Section 712 of Title 36, reads as follows: Any insurance company offering P&C insurance policies may, in lieu of mailing or delivering, post on their website standard policies and endorsements that do not contain personally identifiable information. If an insurer elects to provide standard policy and endorsement forms on the insurer's website, the insurer shall ensure that the policies and endorsements are posted in a manner that complies with the following conditions: 1. The policy and endorsements shall be easily accessible; 2. The insurer shall archive all policies and endorsements for a period of five (5) years after the expiration of the policy; 3. All policies and endorsements shall be posted in a manner that allows an insured to print and save electronic copies of the documents; 4. The insurer shall provide notice at the time of issuance of the initial policy forms and upon renewal of a method by which the insured may obtain, without charge, a paper or electronic copy of the insured's policy and endorsements; 5. Each declaration page issued to an insured shall clearly identify the policy and endorsement forms purchased by the insured; and 6. The insurer shall provide notice of any changes to the forms or endorsements and of the insured's right to obtain, without charge, paper or electronic copies of the forms in the manner the insurer customarily communicates with the insured.
TENNESSEE	<u>BULLETIN 1-26-2012</u> RE: Electronic Notifications "Insurers are directed several times in the Law to notify policyholders of cancellation, conditional renewal, and nonrenewal events and in certain circumstances of premium increases. Each of these directives are specific in requiring insurers to either 'mail' or 'deliver' notice to their insureds <i>at the address shown in the policy</i> prior to or within a time after the occurrence of one of the above named events. After having reviewed the various laws

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	requiring notice and in considering their intent, the Division interprets effective notice...to include electronic mail messages to the policyholders where the policyholder's electronic mail address is on file with the insurer and where the policyholder elects to receive communications through electronic mail." Division will require policyholders be given the option to continue to receive hard copies. Bulletin also contains notice language insurers must provide to any policyholder electing e-delivery.
TEXAS	<u>SECTION 1.</u> Section 35.001, Insurance Code, is amended by amending Subdivision (2) and adding Subdivisions (3), (4), and (5) to read as follows: (2) "Regulated entity" means each insurer, [or other] organization, person, or program regulated by the department, including: (A) a domestic or foreign, stock or mutual, life, health, or accident insurance company; (B) a domestic or foreign, stock or mutual, fire or casualty insurance company; (C) a Mexican casualty company; (D) a domestic or foreign Lloyd's plan; (E) a domestic or foreign reciprocal or interinsurance exchange; (F) a domestic or foreign fraternal benefit society; (G) a domestic or foreign title insurance company; (H) an attorney's title insurance company; (I) a stipulated premium company; (J) a nonprofit legal service corporation; (K) a health maintenance organization; (L) a statewide mutual assessment company; (M) a local mutual aid association; (N) a local mutual burial association; (O) an association exempt under Section 887.102; (P) a nonprofit hospital, medical, or dental service corporation, including a company subject to Chapter 842; (Q) a county mutual insurance company; [and] (R) a farm mutual insurance company; and (S) an agency or agent of an insurer, organization, person, or program described by this subdivision. (3) "Deliver by electronic means" means:

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	(A) deliver to an e-mail address at which a party has consented to receive notices, documents, or information; or (B) post on an electronic network or Internet website accessible by an electronic device, including a computer, mobile device, or tablet, and deliver notice of the posting to an e-mail address at which the party has consented to receive notices. (4) "Party" means a recipient, including an applicant, insured, policyholder, enrollee, or annuity contract holder, of a notice or document or of information required as part of an insurance transaction. (5) "Written communication" means a notice or document or other information provided in writing. SECTION 2. Chapter 35, Insurance Code, is amended by amending Section 35.004 and adding Section 35.0045 to read as follows: Sec. 35.004. MINIMUM STANDARDS FOR REGULATED ENTITIES ELECTRONICALLY CONDUCTING BUSINESS WITH CONSUMERS. (a) Subject to Subsection (c), a notice to a party or other written communication with a party required in an insurance transaction or that is to serve as evidence of insurance coverage may be delivered, stored, and presented by electronic means only if the delivery, storage, or presentment complies with Chapter 322, Business & Commerce Code. (b) Delivery of a written communication in compliance with this section is equivalent to any delivery method required by law, including delivery by first class mail, first class mail, postage prepaid, or certified mail. (c) A written communication may be delivered by electronic means to a party by a regulated entity under this section if: (1) the party affirmatively consented to delivery by electronic means and has not withdrawn the consent; (2) the party, before giving consent, is provided with a clear and conspicuous statement informing the party of: (A) any right or option the party may have for the written communication to be provided or made available in paper or another nonelectronic form; (B) the right of the party to withdraw consent under this section and any conditions or consequences imposed if consent is withdrawn; (C) whether the party's consent applies: (i) only to a specific transaction for which the written communication must be given; or (ii) to identified categories of written communications that may be delivered by electronic means during the course of the relationship between the party and the regulated entity; (D) the means, after consent is given, by which a party may obtain a paper copy of a written communication delivered by electronic means; and

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	(E) the procedure a party must follow to: (i) withdraw consent under this section; and (ii) update information needed for the regulated entity to contact the party electronically; and (3) the party: (A) before giving consent, is provided with a statement identifying the hardware and software requirements for the party's access to and retention of a written communication delivered by electronic means; and (B) consents electronically or confirms consent electronically in a manner that reasonably demonstrates that the party can access a written communication in the electronic form used to deliver the communication. (d) After consent of the party is given, in the event a change in the hardware or software requirements to access or retain a written communication delivered by electronic means creates a material risk that the party may not be able to access or retain a subsequent written communication to which the consent applies, the regulated entity shall: (1) provide the party with a statement: (A) identifying the revised hardware and software requirements for access to and retention of a written communication delivered by electronic means; and (B) disclosing the right of the party to withdraw consent without the imposition of any condition or consequence that was not disclosed under Subsection (c)(2)(B); and (2) comply with Subsection (c)(3). (e) This section does not affect requirements for content or timing of any required written communication. (f) If a written communication provided to a party expressly requires verification or acknowledgment of receipt, the written communication may be delivered by electronic means only if the method used provides for verification or acknowledgment of receipt. (g) The legal effectiveness, validity, or enforceability of any contract or policy of insurance executed by a party may not be denied solely due to the failure to obtain electronic consent or confirmation of consent of the party in accordance with Subsection (c)(3)(B). (h) A withdrawal of consent by a party does not affect the legal effectiveness, validity, or enforceability of a written communication delivered by electronic means to the party before the withdrawal of consent is effective. A withdrawal of consent is effective within a reasonable period of time after the date of the receipt by the regulated entity of the withdrawal. Failure by a regulated entity to comply with Subsection (d) may be treated by the party as a withdrawal of consent. (i) If the consent of a party to receive a written communication by electronic means is on file with a regulated entity before September 1, 2013, and if the entity intends to deliver to the party written communications under

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	this section, then before the entity may deliver by electronic means additional written communications, the entity must notify the party of: (1) the written communications that may be delivered by electronic means that were not previously delivered by electronic means; and (2) the party's right to withdraw consent to have written communications delivered by electronic means. (j) Except as otherwise provided by law, an oral communication or a recording of an oral communication may not qualify as a written communication delivered by electronic means for purposes of this chapter. (k) If a signature on a written communication is required by law to be notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the electronic signature of the notary public or other authorized person and the other required information are attached to or logically associated with the signature or written communication. Sec. 35.0045. RULES. [(a)] The commissioner shall adopt rules necessary to implement and enforce this chapter. [(b) The rules adopted by the commissioner under this section must include rules that establish minimum standards with which a regulated entity must comply in the entity's electronic conduct of business with other regulated entities and consumers.] SECTION 3. Chapter 35, Insurance Code, is amended by adding Section 35.005 to read as follows: Sec. 35.005. EXEMPTION FROM CERTAIN FEDERAL LAWS. This chapter modifies, limits, or supersedes the provisions of the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. Section 7001 et seq.) as authorized by Section 102 of that Act (15 U.S.C. Section 7002). SECTION 4. This Act applies only to a written communication that is delivered by electronic means on or after January 1, 2014. A written communication delivered by electronic means before January 1, 2014, is governed by the law as it existed immediately before the effective date of this Act, and that law is continued in effect for that purpose. SECTION 5. This Act takes effect September 1, 2013. SECTION 1. Subtitle A, Title 10, Insurance Code, is amended by adding Chapter 1812 to read as follows: CHAPTER 1812. AVAILABILITY OF SPECIMEN POLICIES Sec. 1812.001. DEFINITION. In this chapter, "specimen policy" means a standardized form, including an insurance policy form or endorsement, used by an insurer to write personal automobile, commercial automobile, inland marine, or residential property insurance in this state that does not contain personally identifiable information about an insured.

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	Sec. 1812.002. AVAILABILITY OF CERTAIN FORMS. (a) Notwithstanding any other provision of this code relating to the delivery of policy forms, an insurer may elect to make a personal automobile, commercial automobile, inland marine, or residential property insurance policy available to an insured by posting a specimen policy on the insurer's Internet website instead of other authorized means. An insurer making the election must comply with Section 1812.003. (b) On request of and at no cost to an insured, an insurer shall provide to the insured a copy of a specimen policy applicable to the insured that is posted on the insurer's Internet website. Sec. 1812.003. NOTICE OF AVAILABILITY OF CERTAIN FORMS. (a) An insurer that posts a specimen policy on the insurer's Internet website under this chapter must, on issuance or renewal of a policy incorporating the specimen policy: (1) on the declarations page of the insured's policy: (A) disclose that the specimen policy is available on the insurer's Internet website; and (B) clearly identify each posted specimen policy incorporated into the insured's policy; (2) explain that and how an insured, on request and at no charge, may obtain a copy of the specimen policy from the insurer; and (3) provide to the department and the office of public insurance counsel an electronic copy of the specimen policy that may be posted on the Internet website of the department or the office of public insurance counsel. (b) An insurer that during an insured's policy period posts a specimen policy or amends a posted specimen policy incorporated into an insured's policy must, on the date the specimen policy is posted or amended, in writing and in the insurer's customary manner of communicating with the insured: (1) notify the insured that the specimen policy is available on the insurer's Internet website; (2) clearly identify each added or amended specimen policy incorporated into the insured's policy; and (3) explain that and how the insured, on request and at no charge, may obtain a copy of the specimen policy from the insurer. Sec. 1812.004. ACCESSIBILITY OF CERTAIN AVAILABLE FORMS. A specimen policy posted on the insurer's Internet website under this chapter must be, until no policy incorporating the specimen policy is in force: (1) easily accessible on the website; and (2) provided in a format readily capable of being saved or printed using a widely available and free computer application or program.

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	Sec. 1812.005. RETENTION OF CERTAIN AVAILABLE FORMS. An insurer that posts a specimen policy on the insurer's Internet website under this chapter must for at least five years after the latest date a policy incorporating the specimen policy is in force: (1) preserve an electronic copy of the specimen policy; and (2) make a printed or electronic copy of the specimen policy available on request at no cost. SECTION 2. This Act applies only to an insurance policy that is delivered, issued for delivery, or renewed on or after the effective date of this Act. A policy delivered, issued for delivery, or renewed before the effective date of this Act is governed by the law as it existed immediately before the effective date of this Act, and that law is continued in effect for that purpose. SECTION 3. This Act takes effect September 1, 2013.
VIRGINIA	<u>§38.2-325. Electronic Delivery</u> If parties agree, and if agent of record notified, any info required to be delivered in writing may be delivered by: (i) Placing info within the body of e-mail; (ii) Placing info as an attachment to e-mail; (iii) Displaying info, or link thereto, as an essential step to completing transaction; or (iv) Placing info on the insured's secured server and sending e-mail alerting as to such placement. If parties agree to e-commerce and there is an agent of record, any notice provided to insured shall also be provided to agent within 72 hours. Insurer shall retain evidence of e-notice to agent of record for at least one year from date of transmittal. Notwithstanding any other provision of law, any [P&C] insurance forms and endorsements that do not contain personally identifiable info may be posted to the insurer's publicly available website in lieu of any other method of delivery, provided that: 1. Such forms and endorsements are readily accessible on the insurer's website and that once such forms or endorsements are no longer used they are stored in a readily accessible archive portion of the insurer's website; 2. Such forms and endorsements are posted in such a manner that they may be readily printed and downloaded w/o charge and w/o the use of any special program and application that is not readily available to the public w/o charge;

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	3. The insurer provides written notice at time of the issuance of the initial policy forms and any renewal forms of a method by which policyholders may obtain, upon request and w/o charge, a paper or e-copy of their policy or contract; and 4. The insurer gives notice, in customary manner it communicates w/policyholder, of any changes to forms or endorsements, and of policyholder's right to obtain, upon request and w/o charge, a paper or e-copy of such forms or endorsements.