

P.L. 2025, CHAPTER 194, *approved January 7, 2026*
Assembly, No. 5459 (*First Reprint*)

1 AN ACT concerning enrollment of newborn infants in health
2 benefits coverage and amending various parts of the statutory
3 law.

4
5 **BE IT ENACTED** by the Senate and General Assembly of the State
6 of New Jersey:

7
8 1. Section 6 of P.L.1938, c.366 (C.17:48-6) is amended to read
9 as follows:

10 6. Every individual contract made by a corporation subject to
11 the provisions of this chapter to furnish services to a subscriber
12 shall provide for the furnishing of services for a period of 12
13 months, and no contract shall be made providing for the inception
14 of such services at a date later than 1 year after the actual date of
15 the making of such contract. Any such contract may provide that it
16 shall be automatically renewed from year to year unless there shall
17 have been at least 30 days' prior written notice of termination by
18 either the subscriber or the corporation. In the absence of fraud or
19 material misrepresentation in the application for a contract or for
20 reinstatement, no contract with an individual subscriber shall be
21 terminated by the corporation unless all contracts of the same type,
22 in the same group or covering the same classification of persons are
23 terminated under the same conditions.

24 No contract between any such corporation and a subscriber shall
25 entitle more than one person to services, except that a contract
26 issued as a family contract may provide that services will be
27 furnished to a husband and wife, or husband, wife and their
28 dependent child or children, or the subscriber and his (or her)
29 dependent child or children. Adult dependent(s) of a subscriber
30 may also be included for coverage under the contract of such
31 subscriber.

32 Whenever, pursuant to the provisions of a subscription certificate
33 or group contract issued by a corporation, the former spouse of a
34 named subscriber under such a certificate or contract is no longer
35 entitled to coverage as an eligible dependent by reason of divorce,
36 separate coverage for such former spouse shall be made available
37 by the corporation on an individual non-group basis under the
38 following conditions:

EXPLANATION – Matter enclosed in bold-faced brackets **[thus]** in the above bill is
not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

Matter enclosed in superscript numerals has been adopted as follows:

¹Senate SHH committee amendments adopted November 13, 2025.

1 (a) Application for such non-group coverage shall be made to
2 the corporation by or on behalf of such former spouse no later than
3 31 days following the date his or her coverage under the prior
4 certificate or contract terminated.

5 (b) No new evidence of insurability shall be required in
6 connection with the application for such non-group coverage but
7 any health exception, limitation or exclusion applicable to said
8 former spouse under the prior coverage may, at the option of the
9 corporation, be carried over to the new non-group coverage.

10 (c) The effective date of the new coverage shall be the day
11 following the date on which such former spouse's coverage under
12 the prior certificate or contract terminated.

13 (d) The benefits provided under the non-group coverage issued
14 to such former spouse shall be at least equal to the basic benefits
15 provided in contracts then being issued by the corporation to new
16 non-group applicants of the same age and family status.

17 Family type contracts shall provide that the services applicable
18 for children shall be payable with respect to a newly-born child of
19 the subscriber, or his or her spouse from the moment of birth. The
20 services for newly-born children shall consist of coverage of injury
21 or sickness including the necessary care and treatment of medically
22 diagnosed congenital defects and abnormalities. If a subscription
23 payment is required to provide services for a child, the contract may
24 require that notification of birth of a newly-born child and the
25 required payment must be furnished to the service corporation
26 within **【60】 90** days after the date of birth in order to have the
27 coverage continue beyond such **【60】 90**-day period.

28 Nonfamily type contracts which provide for services to the
29 subscriber but not to family members or dependents of that
30 subscriber, shall also provide services to newly-born children of the
31 subscriber which shall commence with the moment of birth of each
32 child and shall consist of coverage of injury or sickness including
33 the necessary care and treatment of medically diagnosed congenital
34 defects and abnormalities, provided that application therefor and
35 payment of the required subscription amount are made to include in
36 said contract the coverage described in the preceding paragraph of
37 this section within **【60】 90** days from the date of birth of a newborn
38 child.

39 A contract under which coverage of a dependent of a subscriber
40 terminates at a specified age shall, with respect to an unmarried
41 child, covered by the contract prior to attainment of age 19, who is
42 incapable of self-sustaining employment by reason of an intellectual
43 disability or physical handicap and who became so incapable prior
44 to attainment of age 19 and who is chiefly dependent upon such
45 subscriber for support and maintenance, not so terminate while the
46 contract remains in force and the dependent remains in such
47 condition, if the subscriber has within 31 days of such dependent's
48 attainment of the termination age submitted proof of such

1 dependent's incapacity as described herein. The foregoing
2 provisions of this paragraph shall not apply retrospectively or
3 prospectively to require a hospital service corporation to insure as a
4 covered dependent any child with an intellectual disability or
5 physically handicapped child of the applicant where the contract is
6 underwritten on evidence of insurability based on health factors
7 required to be set forth in the application. In such cases any
8 contract heretofore or hereafter issued may specifically exclude
9 such child with an intellectual disability or physically handicapped
10 child from coverage.

11 Every individual contract entered into by any such corporation
12 with any subscriber thereto shall be in writing and a certificate
13 stating the terms and conditions thereof shall be furnished to the
14 subscriber to be kept by him. No such certificate form shall be
15 made, issued or delivered in this State unless it contains the
16 following provisions:

17 (a) A statement of the contract rate, or amount payable to the
18 corporation by or on behalf of the subscriber for the original
19 quarter-annual period of coverage and of the time or times at which,
20 and the manner in which, such amount is to be paid; and a provision
21 requiring 30 days' written notice to the subscriber before any
22 change in the contract, including a change in the amount of
23 subscription rate, shall take effect;

24 (b) A statement of the nature of the services to be furnished and
25 the period during which they will be furnished; and if there are any
26 services to be excepted, a detailed statement of such exceptions
27 printed as hereinafter specified;

28 (c) A statement of the terms and conditions, if any, upon which
29 the contract may be amended on approval of the commissioner or
30 canceled or otherwise terminated at the option of either party. Any
31 notice to the subscriber shall be effective if sent by mail to the
32 subscriber's address as shown at the time on the plan's record,
33 except that, in the case of persons for whom payment of the contract
34 is made through a remitting agent, any such notice to the subscriber
35 shall also be effective if a personalized notice is sent to the
36 remitting agent for delivery to the subscriber, in which case it shall
37 be the responsibility of the remitting agent to make such delivery.
38 The notice to the subscriber as herein required shall be sent at least
39 30 days before the amendment, cancellation or termination of the
40 contract takes effect. Any rider or endorsement accompanying such
41 notice, and amending the rates or other provisions of the contract,
42 shall be deemed to be a part of the contract as of the effective date
43 of such rider or endorsement;

44 (d) A statement that the contract includes the endorsements
45 thereon and attached papers, if any, and contains the entire contract
46 for services;

47 (e) A statement that no statement by the subscriber in his
48 application for a contract shall void the contract or be used in any

1 legal proceeding thereunder, unless such application or an exact
2 copy thereof is included in or attached to such contract, and that no
3 agent or representative of such corporation, other than an officer or
4 officers designated therein, is authorized to change the contract or
5 waive any of its provisions;

6 (f) A statement that if the subscriber defaults in making any
7 payment under the contract, the subsequent acceptance of a
8 payment by the corporation or by one of its duly authorized agents
9 shall reinstate the contract, but with respect to sickness and injury
10 may cover such sickness as may be first manifested more than 10
11 days after the date of such acceptance;

12 (g) A statement of the period of grace which will be allowed the
13 subscriber for making any payment due under the contract. Such
14 period shall be not less than 10 days.

15 In every such contract made, issued or delivered in this State:

16 (a) All printed portions shall be plainly printed in type of which
17 the face is not smaller than 10 point;

18 (b) There shall be a brief description of the contract on its first
19 page and on its filing back in type of which the face is not smaller
20 than 14 point;

21 (c) The exceptions of the contract shall appear with the same
22 prominence as the benefits to which they apply; and

23 (d) If the contract contains any provision purporting to make
24 any portion of the articles, constitution or bylaws of the corporation
25 a part of the contract, such portion shall be set forth in full.

26 (cf: P.L.2017, c.361, s.1)
27

28 2. Section 2 of P.L.1964, c.104 (C.17:48-6.1) is amended to
29 read as follows:

30 2. A hospital service corporation may issue to a policyholder a
31 group contract, covering at least two employees or members at the
32 date of issue, if it conforms to the following description:

33 (a) A contract issued to an employer or to the trustees of a fund
34 established by one or more employers, or issued to a labor union, or
35 issued to an association formed for purposes other than obtaining
36 such contract, or issued to the trustees of a fund established by one
37 or more labor unions, or by one or more employers and one or more
38 labor unions, covering employees and members of associations or
39 labor unions.

40 (b) A contract issued to cover any other group which the
41 Commissioner of Banking and Insurance determines may be
42 covered in accordance with sound underwriting principles.

43 Benefits may be provided for one or more members of the
44 families or one or more dependents of persons who may be covered
45 under a group contract referred to in (a) or (b) above.

46 Family type contracts shall provide that the services applicable
47 for children shall be payable with respect to a newly-born child of
48 the subscriber, or his or her spouse from the moment of birth. The

1 services for newly-born children shall consist of coverage of injury
2 or sickness including the necessary care and treatment of medically
3 diagnosed congenital defects and abnormalities. If a subscription
4 payment is required to provide services for a child, the contract may
5 require that notification of birth of a newly-born child and the
6 required payment must be furnished to the service corporation
7 within **[60]** 90 days after the date of birth in order to have the
8 coverage continue beyond such **[60]** 90-day period.

9 Group contracts which provide for services to the subscriber but
10 not to family members or dependents of that subscriber, other than
11 contracts which provide no dependent coverage whatsoever for the
12 subscriber's class, shall also provide services to newly-born children
13 of the subscriber which shall commence with the moment of birth
14 of each child and shall consist of coverage of injury or sickness
15 including the necessary care and treatment of medically diagnosed
16 congenital defects and abnormalities, provided that application
17 therefor and payment of the required subscription amount are made
18 to include in said contract the coverage described in the preceding
19 paragraph of this section within **[60]** 90 days from the date of birth
20 of a newborn child.

21 A contract under which coverage of such a dependent terminates
22 at a specified age shall, with respect to an unmarried child, covered
23 by the contract prior to attainment of age 19, who is incapable of
24 self-sustaining employment by reason of intellectual disability or
25 physical handicap and who became so incapable prior to attainment
26 of age 19 and who is chiefly dependent upon the covered employee
27 or member for support and maintenance, not so terminate while the
28 coverage of the employee or member remains in force and the
29 dependent remains in such conditions, if the employee or member
30 has within 31 days of such dependent's attainment of the
31 termination age submitted proof of such dependent's incapacity as
32 described herein. The foregoing provisions of this paragraph shall
33 not apply retrospectively or prospectively to require a hospital
34 service corporation to insure as a covered dependent any child with
35 an intellectual disability or physical handicap of the applicant where
36 the contract is underwritten on evidence of insurability based on
37 health factors required to be set forth in the application. In such
38 cases any contract heretofore or hereafter issued may specifically
39 exclude such child with an intellectual disability or physical
40 handicap from coverage.

41 Any group contract which contains provisions for the payment
42 by the insurer of benefits for members of the family or dependents
43 of a person in the insured group shall provide that, subject to
44 payment of the appropriate premium, such family members or
45 dependents be permitted to have coverage continued for at least 180
46 days after the death of the person in the insured group.

47 The contract may provide that the term "employees" shall
48 include as employees of a single employer the employees of one or

1 more subsidiary corporations and the employees, individual
2 proprietors and partners of affiliated corporations, proprietorships
3 and partnerships if the business of the employer and such
4 corporations, proprietorships or partnerships is under common
5 control through stock ownership, contract or otherwise. The
6 contract may provide that the term "employees" shall include the
7 individual proprietor or partners of an individual proprietorship or a
8 partnership. The contract may provide that the term "employees"
9 shall include retired employees. A contract issued to trustees may
10 provide that the term "employees" shall include the trustees or their
11 employees, or both, if their duties are principally connected with
12 such trusteeship. A contract issued to the trustees of a fund
13 established by the members of an association of employers may
14 provide that the term "employees" shall include the employees of
15 the association.

16 (cf: P.L.2017, c.361, s.2)

17
18 3. Section 5 of P.L.1940, c.74 (C.17:48A-5) is amended to read
19 as follows:

20 5. Every individual contract made by any corporation subject to
21 the provisions of this chapter to provide payment for medical
22 services shall provide for the payment of medical services for a
23 period of 12 months from the date of issue of the subscription
24 certificate. Any such contract may provide that it shall be
25 automatically renewed from year to year unless there shall have
26 been 1 month's prior written notice of termination by either the
27 subscriber or the corporation. In the absence of fraud or material
28 misrepresentation in the application for contract or for
29 reinstatement, no contract with an individual subscriber shall be
30 terminated by the corporation unless all contracts of the same type,
31 in the same group or covering the same classification of persons are
32 terminated under the same conditions. No contract between such
33 corporation and subscriber shall allow for the payment for medical
34 services for more than one person, except that a family contract
35 may provide that payment will be made for medical services
36 rendered to a subscriber and any of those dependents defined in
37 section 1 of this act.

38 Whenever, pursuant to the provisions of a subscription certificate
39 or group contract issued by a corporation, the former spouse of a
40 named subscriber under such a certificate or contract is no longer
41 entitled to coverage as an eligible dependent by reason of divorce,
42 separate coverage for such former spouse shall be made available
43 by the corporation on an individual nongroup basis under the
44 following conditions:

45 (a) Application for such nongroup coverage shall be made to the
46 corporation by or on behalf of such former spouse no later than 31
47 days following the date his or her coverage under the prior
48 certificate or contract terminated.

1 (b) No new evidence of insurability shall be required in
2 connection with the application for such nongroup coverage but any
3 health exception, limitation or exclusion applicable to said former
4 spouse under the prior coverage may, at the option of the
5 corporation, be carried over to the new nongroup coverage.

6 (c) The effective date of the new coverage shall be the day
7 following the date on which such former spouse's coverage under
8 the prior certificate or contract terminated.

9 (d) The benefits provided under the nongroup coverage issued to
10 such former spouse shall be at least equal to the basic benefits
11 provided in contracts then being issued by the corporation to new
12 nongroup applicants of the same age and family status.

13 Family type contracts shall provide that the services applicable
14 for children shall be payable with respect to a newly-born child of
15 the subscriber, or his or her spouse from the moment of birth. The
16 services for newly-born children shall consist of coverage of injury
17 or sickness including the necessary care and treatment of medically
18 diagnosed congenital defects and abnormalities. If a subscription
19 payment is required to provide services for a child, the contract may
20 require that notification of birth of a newly-born child and the
21 required payment shall be furnished to the service corporation
22 within **【60】 90** days after the date of birth in order to have the
23 coverage continue beyond such **【60】 90**-day period.

24 Nonfamily type contracts which provide for services to the
25 subscriber but not to family members or dependents of that
26 subscriber, shall also provide services to newly-born children of the
27 subscriber which shall commence with the moment of birth of each
28 child and shall consist of coverage of injury or sickness including
29 the necessary care and treatment of medically diagnosed congenital
30 defects and abnormalities, provided that application therefor and
31 payment of the required subscription amount are made to include in
32 said contract the coverage described in the preceding paragraph of
33 this section within **【60】 90** days from the date of birth of a newborn
34 child.

35 A contract under which coverage of a dependent of a subscriber
36 terminates at a specified age shall, with respect to an unmarried
37 child, covered by the contract prior to attainment of age 19, who is
38 incapable of self-sustaining employment by reason of intellectual
39 disability or physical handicap and who became so incapable prior
40 to attainment of age 19 and who is chiefly dependent upon such
41 subscriber for support and maintenance, not so terminate while the
42 contract remains in force and the dependent remains in such
43 condition, if the subscriber has within 31 days of such dependent's
44 attainment of the termination age submitted proof of such
45 dependent's incapacity as described herein. The foregoing
46 provisions of this paragraph shall not apply retrospectively or
47 prospectively to require a medical service corporation to insure as a
48 covered dependent any child with an intellectual disability or

1 physical handicap of the applicant where the contract is
2 underwritten on evidence of insurability based on health factors,
3 required to be set forth in the application. In such cases any
4 contract heretofore or hereafter issued may specifically exclude
5 such child with an intellectual disability or physical handicap from
6 coverage.

7 (cf: P.L.2017, c.361, s.3)

8
9 4. Section 1 of P.L.1964, c.105 (C.17:48A-7.1) is amended to
10 read as follows:

11 1. A medical service corporation may issue to a policyholder a
12 group contract, covering at least 10 employees or members at the
13 date of issue, if it conforms to the following description:

14 (a) A contract issued to an employer or to the trustees of a fund
15 established by one or more employers, or issued to a labor union, or
16 issued to an association formed for purposes other than obtaining
17 such contract, or issued to the trustees of a fund established by one
18 or more labor unions or by one or more employers and one or more
19 labor unions, covering employees and members of associations or
20 labor unions.

21 (b) A contract issued to cover any other group which the
22 Commissioner of Banking and Insurance (hereinafter called the
23 commissioner) determines may be covered in accordance with
24 sound underwriting principles.

25 Benefits may be provided for one or more members of the
26 families or one or more dependents of persons who may be covered
27 under a group contract referred to in (a) or (b) above.

28 Family type contracts shall provide that the services applicable
29 for children shall be payable with respect to a newly-born child of
30 the subscriber, or his or her spouse from the moment of birth. The
31 services for newly-born children shall consist of coverage of injury
32 or sickness including the necessary care and treatment of medically
33 diagnosed congenital defects and abnormalities. If a subscription
34 payment is required to provide services for a child, the contract may
35 require that notification of birth of a newly-born child and the
36 required payment must be furnished to the service corporation
37 within **【60】** 90 days after the date of birth in order to have the
38 coverage continue beyond such **【60】** 90-day period.

39 Group contracts which provide for services to the subscriber but
40 not to family members or dependents of that subscriber, other than
41 contracts which provide no dependent coverage whatsoever for the
42 subscriber's class, shall also provide services to newly-born children
43 of the subscriber which shall commence with the moment of birth
44 of each child and shall consist of coverage of injury or sickness
45 including the necessary care and treatment of medically diagnosed
46 congenital defects and abnormalities, provided that application
47 therefor and payment of the required subscription amount are made
48 to include in said contract the coverage described in the preceding

1 paragraph of this section within **【60】** 90 days from the date of birth
2 of a newborn child.

3 A contract under which coverage of such a dependent terminates
4 at a specified age shall, with respect to an unmarried child, covered
5 by the contract prior to attainment of age 19, who is incapable of
6 self-sustaining employment by reason of intellectual disability or
7 physical handicap and who became so incapable prior to attainment
8 of age 19 and who is chiefly dependent upon the covered employee
9 or member for support and maintenance, not so terminate while the
10 coverage of the employee or member remains in force and the
11 dependent remains in such condition, if the employee or member
12 has within 31 days of such dependent's attainment of the
13 termination age submitted proof of such dependent's incapacity as
14 described herein. The foregoing provisions of this paragraph shall
15 apply retrospectively or prospectively to require a medical service
16 corporation to insure as a covered dependent any child with an
17 intellectual disability or physical handicap of the applicant where
18 the contract is underwritten on evidence of insurability based on
19 health factors required to be set forth in the application. In such
20 cases any contract heretofore or hereafter issued may specifically
21 exclude such child with an intellectual disability or physical
22 handicap from coverage.

23 Any group contract which contains provisions for the payment
24 by the insurer of benefits for members of the family or dependents
25 of a person in the insured group shall, subject to payment of the
26 appropriate premium, provide that such family members or
27 dependents be permitted to have coverage continued for at least 180
28 days after the death of the person in the insured group.

29 The contract may provide that the term "employees" shall
30 include as employees of a single employer the employees of one or
31 more subsidiary corporations and the employees, individual
32 proprietors and partners of affiliated corporations, proprietorships
33 and partnerships if the business of the employer and such
34 corporations, proprietorships or partnerships is under common
35 control through stock ownership, contract or otherwise. The
36 contract may provide that the term "employees" shall include the
37 individual proprietor or partners of an individual proprietorship or a
38 partnership. The contract may provide that the term "employees"
39 shall include retired employees. A contract issued to trustees may
40 provide that the term "employees" shall include the trustees or their
41 employees, or both, if their duties are principally connected with
42 such trusteeship. A contract issued to the trustees of a fund
43 established by the members of an association of employers may
44 provide that the term "employees" shall include the employees of
45 the association.

46 (cf: P.L.2017, c.361, s.4)

1 5. Section 20 of P.L.1985, c.236 (C.17:48E-20) is amended to
2 read as follows:

3 20. a. Family type individual contracts shall provide that the
4 coverage applicable for children shall be payable with respect to a
5 newly-born child of the subscriber, or his or her spouse, from the
6 moment of birth. Coverage for newly-born children shall consist of
7 coverage of injury or sickness, including the necessary care and
8 treatment of medically diagnosed congenital defects and
9 abnormalities. If a subscription payment is required to provide
10 coverage for a child, the contract may require that notification of
11 birth of a newly-born child and the required payment must be
12 furnished to the health service corporation within **【60】 90** days
13 after the date of birth in order to have the coverage continue beyond
14 such **【60】 90**-day period.

15 b. Nonfamily type individual contracts which provide for
16 coverage to the subscriber but not to family members or dependents
17 of that subscriber shall also provide coverage to newly-born
18 children of the subscriber, which shall commence with the moment
19 of birth of each child and shall consist of coverage of injury or
20 sickness including the necessary care and treatment of medically
21 diagnosed congenital abnormalities, if application therefor and
22 payment of the required subscription amount are made to include in
23 the contract the coverage described in subsection a. of this section
24 within **【60】 90** days from the date of birth of a newborn child.
25 (cf: P.L.2017, c.361, s.5)

26

27 6. Section 28 of P.L.1985, c.236 (C.17:48E-28) is amended to
28 read as follows:

29 28. a. Family type group coverage shall provide that the
30 coverage applicable for children shall be payable with respect to a
31 newly-born child of the subscriber, or his or her spouse, from the
32 moment of birth. The coverage for newly-born children shall
33 consist of coverage of injury or sickness including the necessary
34 care and treatment of medically diagnosed congenital defects and
35 abnormalities. If a subscription payment is required to obtain
36 coverage for a child, the contract may require that notification of
37 birth of a newly-born child and the required payment shall be
38 furnished to the health service corporation within **【60】 90** days
39 after the date of birth in order to have the coverage continue beyond
40 that **【60】 90**-day period.

41 b. Non-family type group coverage, other than under contracts
42 which provide no dependent coverage whatsoever for the
43 subscriber's class, shall also provide coverage for newly-born
44 children of the subscriber, which coverage shall commence with the
45 moment of birth of each child and shall consist of coverage of
46 injury or sickness, including the necessary care and treatment of
47 medically diagnosed congenital defects and abnormalities, if

1 application therefor and payment of the required subscription
2 amount are made to include in the contract the coverage described
3 in subsection a. of this section within **【60】** 90 days from the date of
4 birth of a newborn child.

5 (cf: P.L.2017, c.361, s.6)

6
7 7. N.J.S.17B:26-2 is amended to read as follows:

8 17B:26-2. a. No such policy of insurance shall be delivered or
9 issued for delivery to any person in this State unless:

10 (1) The entire money and other considerations therefor are
11 expressed therein; and

12 (2) The time at which the insurance takes effect and terminates
13 is expressed therein; and

14 (3) It purports to insure only one person, except that a policy
15 may insure, originally or by subsequent amendment, upon the
16 application of an adult member of a family who shall be deemed the
17 policyholder, any two or more eligible members of that family,
18 including husband, wife, dependent children or any children under a
19 specified age which shall not exceed 19 years and any other person
20 dependent upon the policyholder; and

21 (4) The style, arrangement and over-all appearance of the policy
22 give no undue prominence to any portion of the text, and unless
23 every printed portion of the text of the policy and of any
24 endorsements or attached papers is plainly printed in light-faced
25 type of a style in general use, the size of which shall be uniform and
26 not less than 10-point with a lower-case unspaced alphabet length
27 not less than 120-point (the "text" shall include all printed matter
28 except the name and address of the insurer, name or title of the
29 policy, the brief description if any, and captions and subcaptions);
30 and

31 (5) The exceptions and reductions of indemnity are set forth in
32 the policy and, except those which are set forth in sections 17B:26-
33 3 to 17B:26-31 inclusive, are printed, at the insurer's option, either
34 included with the benefit provision to which they apply, or under an
35 appropriate caption such as "exceptions," or "exceptions and
36 reductions," provided that if an exception or reduction specifically
37 applies only to a particular benefit of the policy, a statement of such
38 exception or reduction shall be included with the benefit provision
39 to which it applies; and

40 (6) Each such form, including riders and endorsements, shall be
41 identified by a form number in the lower left-hand corner of the
42 first page thereof; and

43 (7) It contains no provision purporting to make any portion of
44 the charter, rules, constitution, or bylaws of the insurer a part of the
45 policy unless such portion is set forth in full in the policy, except in
46 the case of the incorporation of, or reference to, a statement of rates
47 or classification of risks, or short-rate table filed with the
48 commissioner.

1 b. A policy under which coverage of a dependent of the
2 policyholder terminates at a specified age shall, with respect to an
3 unmarried child covered by the policy prior to the attainment of age
4 19, who is incapable of self-sustaining employment by reason of
5 intellectual disability or physical handicap and who became so
6 incapable prior to attainment of age 19 and who is chiefly
7 dependent upon such policyholder for support and maintenance, not
8 so terminate while the policy remains in force and the dependent
9 remains in such condition, if the policyholder has within 31 days of
10 such dependent's attainment of the limiting age submitted proof of
11 such dependent's incapacity as described herein. The foregoing
12 provisions of this paragraph shall not require an insurer to insure a
13 dependent who is a child with an intellectual disability or physical
14 handicap where the policy is underwritten on evidence of
15 insurability based on health factors set forth in the application or
16 where such dependent does not satisfy the conditions of the policy
17 as to any requirement for evidence of insurability or other
18 provisions of the policy, satisfaction of which is required for
19 coverage thereunder to take effect. In any such case the terms of
20 the policy shall apply with regard to the coverage or exclusion from
21 coverage of such dependent.

22 c. Notwithstanding any provision of a policy of health
23 insurance, hereafter delivered or issued for delivery in this State,
24 whenever such policy provides for reimbursement for any
25 optometric service which is within the lawful scope of practice of a
26 duly licensed optometrist, the insured under such policy shall be
27 entitled to reimbursement for such service, whether the said service
28 is performed by a physician or duly licensed optometrist.

29 d. If any policy is issued by an insurer domiciled in this State
30 for delivery to a person residing in another state, and if the official
31 having responsibility for the administration of the insurance laws of
32 such other state shall have advised the commissioner that any such
33 policy is not subject to approval or disapproval by such official, the
34 commissioner may by ruling require that such policy meet the
35 standards set forth in subsection a. of this section and in sections
36 17B:26-3 to 17B:26-31 inclusive.

37 e. Notwithstanding any provision of a policy of health
38 insurance, hereafter delivered or issued for delivery in this State,
39 whenever such policy provides for reimbursement for any
40 psychological service which is within the lawful scope of practice
41 of a duly licensed psychologist, the insured under such policy shall
42 be entitled to reimbursement for such service, whether the said
43 service is performed by a physician or duly licensed psychologist.

44 f. Notwithstanding any provision of a policy of health
45 insurance, hereafter delivered or issued for delivery in this State,
46 whenever such policy provides for reimbursement for any service
47 which is within the lawful scope of practice of a duly licensed
48 chiropractor, the insured under such policy or the chiropractor

1 rendering such service shall be entitled to reimbursement for such
2 service, when the said service is performed by a chiropractor. The
3 foregoing provision shall be liberally construed in favor of
4 reimbursement of chiropractors.

5 g. All individual health insurance policies which provide
6 coverage for a family member or dependent of the insured on an
7 expense incurred basis shall also provide that the health insurance
8 benefits applicable for children shall be payable with respect to a
9 newly born child of that insured from the moment of birth.

10 (1) The coverage for newly born children shall consist of
11 coverage of injury or sickness including the necessary care and
12 treatment of medically diagnosed congenital defects and birth
13 abnormalities.

14 (2) If payment of a specific premium is required to provide
15 coverage for a child, the policy may require that notification of
16 birth of a newly born child and payment of the required premium
17 must be furnished to the insurer within **[60]** 90 days after the date
18 of birth in order to have the coverage continue beyond such **[60]**
19 90-day period.

20 h. All individual health insurance policies which provide
21 coverage on an expense incurred basis but do not provide coverage
22 for a family member or dependent of the insured on an expense
23 incurred basis shall nevertheless provide for coverage of newborn
24 children of the insured which shall commence with the moment of
25 birth of each child and shall consist of coverage of injury or
26 sickness including the necessary care and treatment of medically
27 diagnosed congenital defects and birth abnormalities, provided
28 application therefor and payment of the required premium are made
29 to the insurer to include in said policy coverage the same or similar
30 to that of the insured, described in g. (1) above **[60]** 90 days from
31 the date of a newborn child.

32 i. Whenever, pursuant to the provisions of an individual or
33 group contract issued by an insurer, the former spouse of a named
34 insured is no longer entitled to coverage as an individual dependent
35 by reason of divorce, separate coverage for such former spouse
36 shall be made available by the insurer on an individual non-group
37 basis under the following conditions:

38 (1) Application for such non-group coverage shall be made to
39 the insurer by or on behalf of such former spouse no later than 31
40 days following the date his or her coverage under the prior
41 certificate or contract terminated.

42 (2) No new evidence of insurability shall be required in
43 connection with the application for such non-group coverage but
44 any health exception, limitation or exclusion applicable to said
45 former spouse under the prior coverage may, at the option of the
46 insurer, be carried over to the new non-group coverage.

1 (3) The effective date of the new coverage shall be the day
2 following the date on which such former spouse's coverage under
3 the prior certificate or contract terminated.

4 (4) The benefits provided under the non-group coverage issued
5 to such former spouse shall be at least equal to the basic benefits
6 provided in contracts then being issued by the insurer to acceptable
7 new non-group applicants of the same age and family status.
8 (cf: P.L.2017, c.361, s.7)

9
10 8. N.J.S.17B:27-30 is amended to read as follows:

11 17B:27-30. Benefits of group health insurance, except benefits
12 for loss of time on account of disability, may be provided for one or
13 more members of the families or one or more dependents of persons
14 who may be insured under a group policy referred to in section
15 17B:27-27, 17B:27-28 or 17B:27-29. Any group health insurance
16 policy which contains provisions for the payment by the insurer of
17 benefits for expenses incurred on account of hospital, nursing,
18 medical, or surgical services for members of the family or
19 dependents of a person in the insured group must, subject to
20 payment of the appropriate premium, permit such family members
21 or dependents to have coverage continued for at least 180 days after
22 the death of the person in the insured group, subject to the policy
23 provision as to termination of coverage with respect to family
24 members or dependents for reasons other than the death of the
25 person in the insured group.

26 All group health insurance policies which provide coverage for a
27 family member or dependent of an insured on an expense incurred
28 basis shall also provide that the benefits applicable for children
29 shall be payable with respect to a newly-born child of that insured
30 from the moment of birth. The coverage for newly-born children
31 shall consist of coverage of injury or sickness including the
32 necessary care and treatment of medically diagnosed congenital
33 defects and birth abnormalities. If payment of a specific premium
34 is required to provide coverage for a child, the policy may require
35 that notification of birth of a newly-born child and payment of the
36 required premium must be furnished to the insurer within **[60]** 90
37 days after the date of birth in order to have the coverage continue
38 beyond such **[60]** 90-day period.

39 All group health insurance policies which provide coverage on
40 an expense incurred basis for the insured but do not provide
41 coverage for a family member or dependent of the insured on an
42 expense incurred basis, except such group policies as provide no
43 dependent coverage whatsoever for the insured's class, shall
44 nevertheless provide for coverage of newborn children of the
45 insured which shall commence with the moment of birth of each
46 child and shall consist of coverage of injury or sickness including
47 the necessary care and treatment of medically diagnosed congenital
48 defects and birth abnormalities, provided application and payment

1 of the required premium are made to the insurer to include in said
2 policy coverage for a newly-born child as described in the previous
3 paragraph of this section within **【60】 90** days from the date of birth
4 of a newborn child.

5 A policy under which coverage of a dependent of an employee or
6 other member of the insured group terminates at a specified age
7 shall, with respect to an unmarried child covered by the policy prior
8 to the attainment of age 19, who is incapable of self-sustaining
9 employment by reason of intellectual disability or physical
10 handicap and who became so incapable prior to attainment of age
11 19 and who is chiefly dependent upon such employee or member
12 for support and maintenance, not so terminate while the insurance
13 of the employee or member remains in force and the dependent
14 remains in such condition, if the insured employee or member has
15 within 31 days of such dependent's attainment of the termination
16 age submitted proof of such dependent's incapacity as described
17 herein. The foregoing provision of this paragraph shall not require
18 an insurer to insure a dependent who is a child with an intellectual
19 disability or physical handicap of an employee or other member of
20 the insured group where such dependent does not satisfy the
21 conditions of the group policy as to any requirements for evidence
22 of insurability or other provisions as may be stated in the group
23 policy required for coverage thereunder to take effect. In any such
24 case the terms of the policy shall apply with regard to the coverage
25 or exclusion from coverage of such dependent.

26 (cf: P.L.2017, c.361, s.8)

27
28 9. This act shall take effect **‘【immediately】 60 days following**
29 **enactment¹** and shall apply to contracts, policies, and plans
30 delivered, issued, executed, or renewed after that date.

31
32
33
34
35 Extends time period in which to enroll newborn infant in health
36 benefits coverage.