To amend Title 33 of the Official Code of Georgia Annotated, relating to insurance, so as to revise the definition of property insurance to include agreements that provide a reduction of the amount due on a consumer's finance agreement in the event of a total physical damage loss or unrecovered theft of the motor vehicle; to revise the definition of a guaranteed asset protection waiver to include contractual agreements with or without a separate charge and to include a contractual agreement with or without a separate charge that provides a benefit that waives an amount or provides a borrower with a credit toward the purchase of a replacement vehicle; to provide for a definition of diagnostic breast examination as a medically necessary and clinically appropriate breast examination used to evaluate an abnormality seen, suspected, or detected; to provide for a definition of supplemental breast screening examination as a medically necessary and clinically appropriate breast examination used to screen for breast cancer or based on personal or family medical history; to provide for additional definitions; to provide that diagnostic breast examinations shall not be treated less favorably than supplemental screening mammography for breast cancer with respect to cost-sharing requirements; to allow for utilization review; to provide for exceptions for certain Health Savings Accounts; to provide for related matters; to provide for effective dates and applicability; to repeal conflicting laws; and for other purposes.
BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

PART I

Property insurance and guaranteed asset protection waiver

SECTION 1-1.

Title 33 of the Official Code of Georgia Annotated, relating to insurance, is amended by revising subsection (b) of Code Section 33-7-6, relating to property insurance, contract requirements, rules and regulations, and exemptions, as follows:

"(b) Property insurance also includes:

(1) Any contract, agreement, or instrument whereby a person assumes the risk of and the expense or portion thereof for:

(A) The mechanical breakdown or mechanical failure of a motor vehicle; or

(B) The repair of certain reasonable motor vehicle wear and tear sustained in ordinary use, such as:

(i) The removal of dents, dings, or creases in a motor vehicle without affecting the existing paint finish using paintless dent repair techniques;

(ii) The removal of small windshield chips and cracks without replacement of the entire windshield;

(iii) The repair of rips, burns, tears, holes, and punctures to interior fabric or carpet;

(iv) Cosmetic repair of minor scuffs, scratches, scrapes, or rash on exterior plastic surfaces, including, but not limited to, bumpers;

(v) The repair or replacement of wheels on a motor vehicle damaged as a result of coming into contact with road hazards which may include, but are not limited to, potholes, rocks, wood debris, metal parts, plastic, curbs, or composite scraps;

(vi) Exterior reconditioning of foggy or yellowed headlights to restore clarity and luster;"
(vii) The repair or replacement of a motor vehicle key or key fob in the event that the key or key fob becomes inoperable or is lost or stolen; or

(viii) The repair, replacement, or maintenance of a motor vehicle, or indemnification for the repair, replacement, or maintenance for excess wear to the motor vehicle, resulting in lease-end excess wear and use charges assessed by a lessor pursuant to a motor vehicle lease agreement, provided that the value of any benefits under such contract, agreement, or instrument shall not exceed the purchase price of the vehicle; provided, further, that a person offering a cancellation or waiver of excess wear and use charges in connection with a lease as described in paragraph (6) of Code Section 33-63-3 is not subject to this Code section; or

(ix) The reduction of some or all of the amounts due on a consumer's finance agreement in the event of a total physical damage loss or unrecovered theft of the motor vehicle;

and shall include those agreements commonly known as vehicle service agreements or extended warranty agreements, if made by a person other than the motor vehicle manufacturer or a subsidiary or affiliate of the motor vehicle manufacturer in exchange for a separately stated charge or the cost of the contract or contracts is included on a nonidentifiable basis in the cost of a motor vehicle sold in conjunction therewith, except that this paragraph shall not apply to an agreement underwritten by an insurer licensed to transact insurance in this state, either directly or through a reinsurance contract or, without regard to the requirement that the insurance cannot be obtained from an insurer authorized to do business in this state as required by Code Section 33-5-21, to an agreement underwritten by a surplus lines insurer which has not been rejected by the Commissioner for such purpose;

(2) Any contract, agreement, or instrument whereby a person assumes the risk of and the expense or portion of such expense for the structural or mechanical breakdown, loss of, or damage to a one-family or two-family residential building structure or any part thereof
from any cause, including loss of or damage to or loss of use of the building structure or
major components thereof which are attached to and become a part of said structure, if
made by a person other than the constructing contractor or manufacturer of the building
structure or part thereof in exchange for a separately stated charge or the cost of the
contract or contracts is included on a nonidentifiable basis in the cost of such building
structure sold in conjunction therewith, except that this paragraph shall not apply to an
agreement underwritten by an insurer licensed to transact insurance in this state, either
directly or through a reinsurance contract or underwritten by a surplus line insurer
approved by the Commissioner nor shall this provision apply to an agreement: (A) the
performance of which is guaranteed by a surety bond executed by an authorized corporate
surety insurer in favor of and approved by the Commissioner in an amount of not less
than $1.5 million; provided, further, that a surety bond of an additional $100,000.00 shall
be required for every additional $500,000.00 in written premium above $2 million in
written premium. Any company relying upon one or more bonds pursuant to this
subsection shall keep such bonds or equivalent coverage in place until the expiration of
the contract, agreement, or instrument contemplated in this paragraph; or (B)
notwithstanding with a duration of 13 months or less covering damage to or loss of use
of the major appliances located in an existing or resold home where the performance of
any covered repair is guaranteed by a surety bond executed by a corporate surety insurer
authorized to offer surety insurance in this state in favor of the Commissioner and in an
amount which in the discretion of the Commissioner will provide adequate protection to
all the residents of this state who are covered by such agreements, provided that such
amount shall not be less than $100,000.00; or
(3) Any contract, agreement, or instrument, other than an agreement, contract, or
instrument covered by paragraphs (1) and (2) of this subsection, whereby a person
assumes the risk of and the expense or portion thereof for the cost of repair or
replacement of a product if such contract, agreement, or instrument is made by a person
other than the manufacturer or a subsidiary or affiliate of the motor vehicle manufacturer
in exchange for a separately stated charge or the cost of the contract or contracts is
included on a nonidentifiable basis in the cost of the product sold in conjunction
therewith, except that this paragraph shall not apply to:

(A) An agreement underwritten by an insurer licensed to transact insurance in this
state, either directly or through a reinsurance contract;

(B) Any contract, agreement, or instrument relating to similar services furnished by
any air carrier that provides interstate air transportation;

(C) Any tire replacement contract, agreement, or instrument;

(D) A contract, agreement, or instrument whereby a retailer in the business of selling
consumer products or a wholly owned subsidiary of such retailer assumes the risk of
and the expense or portion thereof for the cost of repair or replacement of consumer
products where such contract, agreement, or instrument is guaranteed by a surety bond
executed by a corporate surety insurer authorized to offer surety insurance in this state
in favor of and approved by the Commissioner in an amount of not less than
$100,000.00; or

(E) Any contract, agreement, or instrument whereby any person assumes the risk of
and the expense or portion of such expense for the breakdown, service, repair, or
replacement due to normal wear and tear or structural or inherent defect to the major
appliances, utility systems, and roofing system of any one-family or two-family
residential building structure in exchange for a separately stated consideration and does
not otherwise provide direct or consequential coverage under a property contract
defined in paragraph (1) or (2) of this subsection or the introductory language of this
paragraph and such contract, agreement, or instrument is guaranteed by a surety bond
executed by a corporate surety insurer authorized to offer surety insurance in this state
in favor of and approved by the Commissioner in an amount of not less than
$100,000.00.”
SECTION 1-2.

Said title is further amended by revising paragraph (6) of Code Section 33-63-3, relating to definitions regarding guaranteed asset protection waivers, as follows:

"(6) 'Guaranteed asset protection waiver' means a contractual agreement wherein a creditor agrees for, with or without a separate charge, to cancel or waive all or part of amounts due on a borrower's finance agreement in the event of a total physical damage loss or unrecovered theft of the motor vehicle, which agreement must be part of, or a separate addendum to, the finance agreement or a contractual agreement wherein a creditor agrees for, with or without a separate charge, to cancel or waive all or part of the excess wear and use charges owed by the borrower to the creditor under the lease contract when the borrower returns a leased vehicle to the creditor at termination of the lease, which agreement must be part of, or a separate addendum to, the lease contract. Such waiver may also provide, with or without a separate charge, a benefit that waives an amount, or provides a borrower with a credit, toward the purchase of a replacement vehicle."

PART II

Health insurance and parity in cost-sharing requirements for breast examinations

SECTION 2-1.

Said title is further amended by adding a new Code section to Chapter 24, relating to insurance generally, to read as follows:

"33-24-59.31.

(a) As used in this Code section, the term:

(1) 'Breast magnetic resonance imaging' or 'breast MRI' means a diagnostic and screening tool, including standard and abbreviated breast MRI, that uses radio waves and magnets to produce detailed images of structures within the breast.
(2) 'Breast ultrasound' means a noninvasive diagnostic and screening tool that uses high-frequency sound waves and their echoes to produce detailed images of structures within the breast.

(3) 'Cost-sharing requirement' means a deductible, coinsurance, or copayment and any maximum limitation on the application of such a deductible, coinsurance, copayment, or similar out-of-pocket expense.

(4) 'Diagnostic breast examination' means a medically necessary and clinically appropriate, as defined by the guidelines established by the National Comprehensive Cancer Network as of January 1, 2022, examination of the breast, including such examination using breast MRI, breast ultrasound, or mammogram, that is:

   (A) Used to evaluate an abnormality seen or suspected from a screening examination for breast cancer; or

   (B) Used to evaluate an abnormality detected by another means of examination.

(5) 'Health benefit policy' means any individual or group plan, policy, or contract for health care services issued, delivered, issued for delivery, executed, or renewed by an insurer in this state.

(6) 'Insurer' means any person, corporation, or other entity authorized to provide health benefit policies under this title.

(7) 'Mammogram' means a diagnostic or screening mammography exam using a low-dose X-ray to produce an image of the breast.

(8) 'Supplemental breast screening examination' means a medically necessary and clinically appropriate, as defined by the guidelines established by the National Comprehensive Cancer Network as of January 1, 2022, examination of the breast, including such examination using breast MRI, breast ultrasound, or mammogram, that is:

   (A) Used to screen for breast cancer when there is no abnormality seen or suspected in the breast; or
(B) Based on personal or family medical history or additional factors that may increase
the individual's risk of breast cancer.

(b) A health benefit policy that provides coverage for diagnostic examinations for breast
cancer shall include provisions that ensure that the cost-sharing requirements applicable
to diagnostic and supplemental breast screening examinations are no less favorable than
the cost-sharing requirements applicable to screening mammography for breast cancer.

(c) Nothing in this Code section shall be construed to preclude existing utilization review
provided under Chapter 46 of this title.

(d) If under federal law application of subsection (b) of this Code section would result in
Health Savings Account ineligibility under Section 223 of the Internal Revenue Code, such
cost-sharing requirement shall apply only for Health Savings Account qualified High
Deductible Health Plans with respect to the deductible of such plan after the enrollee has
satisfied the minimum deductible under Section 223 of the Internal Revenue Code, except
with respect to items or services that are preventive care pursuant to Section 223(c)(2)(C)
of the Internal Revenue Code, in which case the requirements of subsection (b) of this
Code section shall apply regardless of whether the minimum deductible under Section 223
of the Internal Revenue Code has been satisfied.”

PART III

Effective dates, applicability, and repealer

SECTION 3-1.

(a) Except as otherwise provided in this section, this Act shall become effective upon its
approval by the Governor or upon its becoming law without such approval.

(b) Part I of this Act shall become effective on July 1, 2022, and shall apply to all such
policies and contracts issued, delivered, issued for delivery, or renewed on or after such date.
(c) Part II of this Act shall apply to all such policies and contracts issued, delivered, issued for delivery, or renewed on or after January 1, 2023.

SECTION 3-2.

All laws and parts of laws in conflict with this Act are repealed.