

State of New Hampshire Insurance Department

REVIEW REQUIREMENTS CHECKLIST FOR ACCIDENT ONLY

LINE OF BUSINESS: ACCIDENT ONLY

TOI CODES: H02G through H02I

INSTRUCTIONS FOR SERFF FILINGS CHECKLIST:

- A. For ALL filings, the [Submissions Requirements Checklist](#) MUST be completed and attached to the supporting documentation tab.
- B. For a FORM filing, the completion of additional sections below must be completed, depending on the forms submitted.
 - a. Policy/Certificate
 - b. Riders, endorsements or amendments
 - c. Applications
 - d. Advertising
 - e. Annual Actuarial Certification
- C. RATES are required to be filed in accordance with [NHCAR Part Ins 401.12 \(o\)](#) and [NHCAR Part Ins 4100](#). Additional requirements may be necessary, depending on the Type of Insurance (TOI).

This checklist **MUST** be completed to assist in the submission and review of forms submitted to the New Hampshire Insurance Department. It is not intended to be an all inclusive listing of required provisions, rather guidance for areas of frequent questions and areas needing special attention. All New Hampshire Statutes and Rules are available at:

http://www.gencourt.state.nh.us/rules/state_agencies/ins.html
<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXXVII.htm>

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REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
SECTION 1 GENERAL REQUIREMENTS FOR ACCIDENT ONLY FILINGS			
ACCIDENT ONLY GUIDELINES	Bulletin Ins 09-067-AB	<ol style="list-style-type: none"> 1. The benefit provided by the coverage may not be expense-based and must be payable due to the occurrence of an event. 2. The benefits must be paid without regard to whether benefits are provided under other insurance. 3. The benefit shall not be assignable to a health care provider, and must be paid directly to the subscriber. The policy shall contain a provision prohibiting assignment of the benefit to a health care provider. 4. A subscriber must be able to determine from the policy schedule what coverage is provided. A schedule of benefits is required for all policies that clearly sets forth the benefits. A policy that provides for payment only when medical treatment is rendered for injuries resulting from an accident may not exclude payment based on specific diagnosis or procedures provided that the injuries treated resulted from the accident. 5. Pre-existing condition exclusions are not permitted. 6. Coordination of benefits is not permitted. 7. Managed care and network requirements are not permitted. The policy shall not include a provision requiring pre-certification. 8. Expense-based riders shall not be permitted. 9. Rates for all accident-only insurance products shall be submitted for approval under Ins 4100. Form filings must comply with Ins 1900. 10. Disclosures shall be provided in accordance with Ins. 1901.07(a)(1), (a)(9), (a)(10), (a)(18), and (l). 11. Coverage may not be limited to or based on specific claim codes or diagnostic codes. 12. Coverage for sickness, illness or wellness shall not be permitted. 13. Coverage may not be stated on an "up to" basis. 	<p>Yes: No:</p> <p>Page # or If No</p>

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ADVERTISING	NHCAR Part Ins 2600	Advertising Guidelines	Yes: No:
READABILITY Non-English policies		English version of forms must be approved. If there is a discrepancy between the foreign language translation and the approved English version, the English version will be the controlling document.	Yes: No: Page # or If No
READABILITY	RSA 420-H:5	Certificate of Compliance with Flesch Score of at least 40, and not less than 10 point type.	Yes: No: Page # or If No
READABILITY – Index/Table of Contents and Bookmarking	RSA 420-H:5 NHCAR Part Ins 401.12 (h)	All policy forms containing 3,000 or more words or printed on 3 or more pages shall contain a table of contents or an index of the principal sections of the policy and shall be electronically bookmarked.	Yes: No: Page # or If No
VARIABILITY	NHCAR Part Ins 401.12 (r)	All variable language shall be identified by the use of brackets, accompanied by a statement of variability, and attached on the supporting document tab in SERFF which shall describe the full range of variability. Variable language shall not be approved if the variable language prevents review of the policy for compliance with minimum standards or the requirements of RSA 415:2.	Yes: No: Page # or If No

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
SECTION 2 APPLICATIONS REQUIREMENTS RELATING TO APPLICATIONS FOR ACCIDENT ONLY FILING			
APPLICATIONS	NHCAR Part Ins 401.11	<p>(a) The following standards shall apply to all application forms used in connection with the offer and acceptance of insurance, whether or not attached to the contract:</p> <p>(1) The declarative portion of the application, if any, shall imply a representation of facts to the best of the applicant's knowledge. "I represent," or "To the best of my knowledge and belief," shall be examples of such wording. Wording implying a warranty shall be prohibited. "I Certify" shall be such an example:</p> <p>(2) There shall be no provisions for automatic rejection;</p> <p>(3) Medical questions of a technical nature beyond the capability of the average applicant, such as a detailed gastrointestinal questionnaire, shall be prohibited;</p> <p>(4) No provision shall be permitted in an application that changes the terms of the policy to which it is attached;</p> <p>(5) Questions as to race or color shall be prohibited;</p> <p>(6) All applications shall contain a question inquiring whether the policy sought is intended to replace an existing policy.</p> <p>(7) The requirement in (6) above shall not apply to applications for:</p> <ul style="list-style-type: none"> a. Group insurance; b. Group annuity policies; c. Individual accident only policies; or d. Policies solicited by direct-response means; 	<p>Yes: No:</p> <p>Page # or If No</p>

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DISCLOSURES	NHCAR Part Ins 1901.07 (a) (1)	Required Disclosure Provisions for Applications.	Yes: No: Page # or If No
SECTION 3 POLICY/CERTIFICATE/FORM/DEFINITIONS FOR ACCIDENT ONLY FILINGS			
ACCIDENTAL DEATH AND DISMEMBERMENT	NHCAR Part Ins 1901.06 (a) (4)	When accidental death and dismemberment coverage is part of the accident and health insurance coverage offered under the contract, the insured shall have the option to include all insureds under the coverage and not just the principal insured.	Yes: No: Page # or If No
COVER PAGE - Form Number	NHCAR Part Ins 401.03(a)	Each form shall be designated by a form number composed of either figures or letters or both. 1) The form number shall be: a. Sufficient to distinguish the form from all other forms used by the company; b. Placed in the lower left hand corner on the front of each form; (2) The form number for a policy form may contain the prefix "Form No." (3) Policy forms utilizing less than a full sheet as the face page or cover page shall place the form number in the lower left hand corner of the specifications page; (4) Any time any change is made, the form shall be resubmitted as a new form with a new form number.	Yes: No: Page # or If No

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COVER PAGE- Disclosures	<p>NHCAR Part Ins. 1901.07 (a)</p> <p>NHCAR Part Ins 401.03 (i)</p> <p>NHCAR Part Ins 401.05 (b)</p>	<p>(9) All accident-only policies and certificates shall contain a prominent statement on the first page of the policy or certificate, in either contrasting color or in boldface type at least equal to the size of type used for headings or captions of sections in the policy or certificate, a prominent statement as follows:</p> <p>"Notice to Buyer: This is an accident-only [policy] [certificate] and it does not pay benefits for loss from sickness. Review your [policy] [certificate] carefully."</p> <p>(10) Accident-only policies and certificates that provide coverage for hospital or medical care shall contain the following statement in addition to the Notice to Buyer in (9) above:</p> <p>"This [policy] [certificate] provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses."</p> <p>(18) All limited benefit policies and certificates shall display prominently by type, stamp or other appropriate means on the first page of the policy or certificate, or attached to it, in either contrasting color or in boldface type at least equal to the size type use for headings or captions of sections in the [policy] [certificate] the following:</p> <p>"Notice to Buyer: This is a limited benefit health [policy] [certificate]. This [policy] [certificate] provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses."</p> <p>Any policy or certificate that contains exclusions, limitations, reductions, or conditions of such a restrictive nature that the payment of benefits under such policies is limited in frequency or in amounts shall carry the legend "This is a Limited Policy - Read it Carefully" imprinted in not less than 18-point outline type of contrasting color or not less than 24-point outline type of non-contrasting color diagonally across the face and filing back, if any, of the policy;</p> <p>(10) Any individual accident and health policy insuring against loss resulting from accidental bodily injuries only, shall specify on the face of the policy in no less than 14 point, bold face type, "This policy does not insure against loss resulting from sickness."</p>	<p>Yes: No:</p> <p>Page # or If No</p>

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ACCIDENT - DEFINITION	NHCAR Part Ins 1901.04(b)	<p>"Accident," "accidental injury," and "accidental means" shall be defined to employ "result" language and shall not include words that establish an accidental means test or use words such as "external, violent, visible wounds" or similar words of description or characterization.</p> <p>(1) The definition shall not be more restrictive than the following: "injury" or "injuries" means accidental bodily injury sustained by the insured person that is the direct cause of the condition for which benefits are provided, independent of disease or bodily infirmity or any other cause and that occurs while the insurance is in force.</p> <p>(2) The definition may provide that injuries shall not include injuries for which benefits are provided under workers' compensation, employers' liability or similar law; or under a motor vehicle no-fault plan, unless prohibited by law; or injuries occurring while the insured person is engaged in any activity pertaining to a trade, business, employment or occupation for wage or profit.</p>	<p>Yes: No:</p> <p>Page # or If No</p>
ADDITIONAL BENEFITS	BULLETIN Docket No.: INS No. 08-067-AB	Policies submitted as limited benefit individual health insurance, limited benefit franchise insurance, or group limited benefit health insurance shall not contain riders that expand the type of coverage provided beyond that allowed by the standards.	<p>Yes: No:</p> <p>Page # or If No</p>
ASSIGNMENT OF BENEFITS	BULLETIN Docket No.: INS No. 09-067-AB	The benefit shall not be assignable to a health care provider, and must be paid directly to the subscriber. The policy shall contain a provision prohibiting assignment of the benefit to a health care provider.	<p>Yes: No:</p> <p>Page # or If No</p>
BENEFIT	BULLETIN Docket No.: INS No. 09-067-AB	The benefit provided by the coverage may not be expense-based and must be payable due to the occurrence of an event.	<p>Yes: No:</p> <p>Page # or If No</p>

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BLOOD, PLASMA, PLATELETS	BULLETIN Docket No: INS No. 09-067-AB	Coverage may not be limited to or based on specific claim codes or diagnostic codes. Other non-blood substitute IV solutions must also be covered.	Yes: No: Page # or If No
BURNS, SKIN GRAFTS	BULLETIN Docket No: INS No. 09-067-AB	Coverage cannot be restricted to third degree burns. All burns must be covered except for first degree burns. Burn surface area limitations are not permitted. Skin grafts are treatment-based and not permitted.	Yes: No: Page # or If No
CANCELLATION OR NONRENEWABLE	(Group) RSA 415:18-b	No group accident or health insurance contract, authorized under this chapter, may be cancelled or nonrenewed by the insurer, except for nonpayment of premium, unless the group policyholder receives either a notice of cancellation or nonrenewal or an offer of renewal in accordance with this section. The notice of cancellation or nonrenewal or offer of renewal shall be delivered to the group policyholder or mailed to the group policyholder's last address as shown in the records of the insurer at least 45 days prior to the renewal date of the contract. Notice of cancellation for lack of participation, if permitted by the terms of the policy, shall be delivered to the group policyholder or mailed to the group policyholder's last address as shown in the records of the insurer, at least 30 days prior to the effective date of the cancellation.	Yes: No: Page # or If No
CERTIFICATE	(Group) RSA 415:18 l (f)	A provision that the insurer shall issue to the employer or other person or association in whose name such policy is issued, for delivery to each member of the insured group, an individual certificate setting forth in summary form a statement of the essential features of the insurance coverage of such employee or such member, to whom the benefits thereunder are payable, and in substance the provisions of subparagraphs (g) to (s) inclusive.	Yes: No: Page # or If No
CLAIM FORMS	(Group) RSA 415:18 l (j)	A provision that the insurer will furnish to the policyholder such forms as are usually furnished by it for filing proof of loss. If such forms are not furnished before the expiration of 15 days after the insurer receives notice of any claim under the policy, the person making such claim shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting within the time fixed in the policy for filing proof of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.	Yes: No: Page # or If No

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
	(Ind.) RSA 415:6 I (6)	A provision as follows: Claim Forms: The insurer, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.	Yes: No: Page # or If No
CLAIM PAYMENT PROVISION	(Group) RSA 415:18 I (I) (Ind) RSA 415:6 I (8)	Benefits payable within 30 days for loss of time, all others 60 days A provision as follows: Time of Payment of Claims: Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss.	Yes: No: Page # or If No
CLAIM DENIAL/APPEAL	(Group) RSA 415-A:4-a	Minimum Standards for Claim Review. Accident and Health Insurance. Any carrier that offers group health plans and employee benefit plans shall establish and maintain written procedures by which a claimant may obtain a determination of claims and by which a claimant may appeal a claim denial.	Yes: No: Page # or If No
COORDINATION OF BENEFITS	BULLETIN Docket No.: INS No. 09-067-AB	Coordination of benefits is not permitted. The benefits must be paid without regard to whether benefits are provided under other insurance.	Yes: No: Page # or If No
COVERAGE	BULLETIN Docket No.: INS No. 09-067-AB	Coverage may not be stated on an "up to" basis. Coverage may not be limited to or based on specific claim codes or diagnostic codes.	Yes: No: Page # or If No

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DENTAL INJURY	BULLETIN Docket No.: INS No. 09-067-AB	Limiting coverage to specific treatments is not permitted. Coverage for a tooth broken as a result of an accident is event-based and is permitted.	Yes: No: Page # or If No
DEPENDENT CHILDREN	RSA 415:5 I (3) (a)	The definition of dependent must include a subscriber's child by blood or by law, who is under age 26.	Yes: No: Page # or If No
DISABLED DEPENDENT CHILD	RSA 415:5 I (3-a) (a)	The coverage of any family member insured by such policy, pursuant to subparagraph (3), who is mentally or physically incapable of earning his or her own living on the date as of which such dependent's status as a covered family member would otherwise expire because of age, shall continue under such policy while such policy remains in force or is replaced by another policy as long as such incapacity continues and as long as said dependent remains chiefly financially dependent on the policyholder or the employee or his or her estate is chargeable for the care of said dependent, provided that due proof of such incapacity is received by the insurer within 31 days of such expiration date.	Yes: No: Page # or If No
EMERGENCY SERVICES	RSA 417-F:1	I. "Emergency services" means health care services that are provided to an enrollee, insured, or subscriber in a licensed hospital emergency facility by a provider after the sudden onset of a medical condition that manifests itself by symptoms of sufficient severity that the absence of immediate medical attention could be expected to result in any of the following: <ul style="list-style-type: none"> (a) Serious jeopardy to the patient's health. (b) Serious impairment to bodily functions. (c) Serious dysfunction of any bodily organ or part. 	Yes: No: Page # or If No

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ENTIRE CONTRACT	(Group) RSA 415:18 I (a) (Ind.) RSA 415:6 I (1)	<p>(a) A provision that no statement made by the applicant for insurance shall avoid the insurance or reduce benefits thereunder unless contained in the written application signed by the applicant; and a provision that no agent has authority to change the policy or to waive any of its provisions; and that no change in the policy shall be valid unless approved by an officer of the insurer and evidenced by endorsement on the policy, or by amendment to the policy signed by the policyholder and the insurer.</p> <p>A provision as follows: Entire Contract; Changes: This policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.</p>	Yes: No: Page # or If No

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EXCEPTED BENEFITS REQUIREMENTS	Federal FAQ 11 Q7 on Indemnity Insurance as Excepted Benefits	<p>Federal regulations provide that a hospital indemnity or other fixed indemnity insurance policy under a group health plan provides excepted benefits only if:</p> <ul style="list-style-type: none"> - The benefits are provided under a separate policy, certificate, or contract of insurance; - There is no coordination between the provision of the benefits and an exclusion of benefits under any group health plan maintained by the same plan sponsor; and - The benefits are paid with respect to an event without regard to whether benefits are provided with respect to the event under any group health plan maintained by the same plan sponsor. <p>The regulations further provide that to be hospital indemnity or other fixed indemnity insurance, the insurance must pay a fixed dollar amount per day (or per other period) of hospitalization or illness (for example, \$100/day) regardless of the amount of expenses incurred.</p> <p>Various situations have come to the attention of the Departments where a health insurance policy is advertised as fixed indemnity coverage, but then covers doctors' visits at \$50 per visit, hospitalization at \$100 per day, various surgical procedures at different dollar rates per procedure, and/or prescription drugs at \$15 per prescription. In such circumstances, for doctors' visits, surgery, and prescription drugs, payment is made not on a per-period basis, but instead is based on the type of procedure or item, such as the surgery or doctor visit actually performed or the prescribed drug, and the amount of payment varies widely based on the type of surgery or the cost of the drug. Because office visits and surgery are not paid based on "a fixed dollar amount per day (or per other period)," a policy such as this is not hospital indemnity or other fixed indemnity insurance, and is therefore not excepted benefits. When a policy pays on a per-service basis as opposed to on a per-period basis, it is in practice a form of health coverage instead of an income replacement policy. Accordingly, it does not meet the conditions for excepted benefits.</p> <p>NHID will apply these criteria to individual policies as well.</p>	<p>Yes: No:</p> <p>Page # or If No</p>

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EXCLUSIONS	NHCAR PART Ins 1901.05(f)	<p>A policy shall not limit or exclude coverage by type of illness, accident, treatment or medical condition, except as follows:</p> <p>(2) Mental or emotional disorders, alcoholism and drug addiction;</p> <p>(3) Pregnancy, except for complications of pregnancy, other than for policies defined in Ins 1901.06 (h) of this part;</p> <p>(4) Illness, treatment or medical condition arising out of:</p> <p>a. War or act of war (whether declared or undeclared); participation in a felony, riot or insurrections; service in the armed forces or units auxiliary to it;</p> <p>b. Suicide (sane or insane), attempted suicide or intentionally self-inflicted injury;</p> <p>c. Aviation, except as a fare-paying passenger;</p> <p>d. With respect to short-term nonrenewable policies, interscholastic sports; and</p> <p>e. With respect to disability income protection policies, incarceration.</p> <p>(5) Cosmetic surgery, except that "cosmetic surgery" shall not include reconstructive surgery when the service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered dependent child that has resulted in a functional defect;</p> <p>(6) Foot care in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain or symptomatic complaints of the feet;</p>	<p>Yes: No:</p> <p>Page # or If No</p>

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EXCLUSIONS		<p>(7) Care in connection with the detection and correction by manual or mechanical means of structural imbalance, distortion, or subluxation in the human body for purposes of removing nerve interference and the effects of it, where the interference is the result of or related to distortion, misalignment or subluxation of, or in the vertebral column.</p> <p>(8) services performed by a member of the covered person's immediate family;</p> <p>(9) Dental care or treatment;</p> <p>(10) Eye glasses, hearing aids and examination for the prescription or fitting of them;</p> <p>(11) Rest cures, custodial care, transportation and routine physical examinations; and</p> <p>(12) Territorial limitations.</p>	
EYE INJURY	BULLETIN Docket No.: INS No. 09-067-AB	<p>Limiting coverage to specific treatments is not permitted. Coverage for an eye injury that requires care by a medical professional as a result of an accident is event-based and is permitted.</p>	<p>Yes: No:</p> <p>Page # or If No</p>
FACILITY OF PAYMENT	<p>(Group) RSA 415:18 I (t) (1)</p> <p>(Ind.) RSA 415:6 I (9)</p>	<p>If any indemnity of this policy or certificate shall be payable to the estate of the insured, or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, the insurer may pay such indemnity, up to an amount not exceeding \$ (insert an amount which shall not exceed \$1,000), to any relative by blood or connection by marriage of the insured or beneficiary who is deemed by the insurer to be equitably entitled thereto. Any payment made by the insurer in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.</p> <p>If any indemnity of this policy shall be payable to the estate of the insured, or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, the insurer may pay such indemnity, up to an amount not exceeding \$ ____ (insert an amount which shall not exceed \$1000), to any relative by blood or connection by marriage of the insured or beneficiary who is deemed by the insurer to be equitably entitled thereto. Any payment made by the insurer in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.</p>	<p>Yes: No:</p> <p>Page # or If No</p>

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FREE LOOK	<p>(Ind) NHCAR PART Ins. 401.05 (b) (11)</p> <p>(Group) NHCAR PART Ins. 1901.07 (a) (11)</p>	<p>The following provision shall appear in a conspicuous place on the face page of all accident and health policies except for nonrenewable travel insurance policies written for terms of less than one year:</p> <p>"This policy may, at any time within 30 days after its receipt by the policyholder, be returned by delivering it or mailing it to the company or the agent through whom it was purchased. Immediately upon such delivery or mailing, the policy will be deemed void from the beginning, and any premium paid on it will be refunded."</p> <p>All policies and certificates, except single-premium nonrenewable policies and as otherwise provided in this paragraph, shall have a notice prominently printed on the first page of the policy or certificate or attached to it stating in substance that the policyholder or certificateholder shall have the right to return the policy or certificate within 30 days of its delivery and to have the premium refunded if, after examination of the policy or certificate, the policyholder or certificateholder is not satisfied for any reason.</p>	<p>Yes: No:</p> <p>Page # or If No</p>
GRACE PERIOD	(Ind.) RSA 415: 6 I (3)	<p>31 days</p> <p>A provision as follows: Grace Period: A grace period of _____ (insert a number not less than "7" for weekly premium policies, "10" for monthly premium policies and "31" for all other policies) days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force.</p> <p>(A policy which contains a cancellation provision may add at the end of the above provision,</p> <p>subject to the right of the insurer to cancel in accordance with the cancellation provision hereof.</p> <p>A policy in which the insurer reserves the right to refuse any renewal shall have, at the beginning of the above provision,</p> <p>Unless not less than 5 days prior to the premium due date the insurer has delivered to the insured or has mailed to his last address as shown by the records of the insurer written notice of its intention not to renew this policy beyond the period for which the premium has been accepted,).</p>	<p>Yes: No:</p> <p>Page # or If No</p>

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HOSPITAL - DEFINITION	NHCAR Part Ins 1901.04 (d)	<p>"Hospital" may be defined in relation to its status, facilities and available services or to reflect its accreditation by the Joint Commission on Accreditation of Healthcare Organizations.</p> <p>(1) The definition of the term "hospital" shall not be more restrictive than one requiring that the hospital:</p> <ul style="list-style-type: none"> a. Be an institution licensed to operate as a hospital pursuant to law; b. Be primarily and continuously engaged in providing or operating, either on its premises or in facilities available to the hospital on a prearranged basis and under the supervision of a staff of licensed physicians, medical, diagnostic and major surgical facilities for the medical care and treatment of sick or injured persons on an in-patient basis for which a charge is made; and c. Provide 24 hour nursing service by or under the supervision of registered nurses. <p>(2) The definition of the term "hospital" may state that the term shall not be inclusive of:</p> <ul style="list-style-type: none"> a. Convalescent homes or, convalescent, rest or nursing facilities; b. Facilities affording primarily custodial, educational or rehabilitary care; c. Facilities for the aged, drug addicts or alcoholics; or d. A military or veterans' hospital, a soldiers' home or a hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except for services rendered on an emergency basis where a legal liability for the patient exists for charges made to the individual for the services. 	<p>Yes: No:</p> <p>Page # or If No</p>

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INCONTESTABILITY	(Group) RSA 415:18 I (r) (Ind.) RSA 415:6 I (2) (a)	A provision that the validity of the policy shall not be contested except for nonpayment of premiums, after it has been in force for 2 years from its date of issue; and that no statement made by any person covered under the policy relating to insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of 2 years during such person's lifetime, nor unless it is contained in a written instrument signed by the person making such statement. No such provision, however, shall preclude the assertion, at any time, of defenses based upon the person's ineligibility for coverage under the policy or upon other provisions in the policy, except for any provisions establishing, as a requirement of eligibility, the furnishing of satisfactory evidence of insurability to the insurer. After 2 years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such 2-year period.	Yes: No: Page # or If No
LACERATIONS	BULLETIN Docket No.: INS No. 09-067-AB	Coverage for lacerations that is dependent upon specific treatments or a minimum length of repair is too restrictive and does not comply with Bulletin Ins 09-067-AB, items 4 and 11: 4. A policy that provides for payment only when medical treatment is rendered for injuries resulting from an accident may not exclude payment based on specific diagnosis or procedures provided that the injuries treated resulted from the accident. 11. Coverage may not be limited to or based on specific claim codes or diagnostic codes.	Yes: No: Page # or If No
LEGAL ACTION	(Ind.) RSA 415:6 I (11) (Group) RSA 415:18 I (n)	A provision as follows: Legal Actions: No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished. A provision that no action at law or in equity shall be brought to recover on the policy prior to the expiration of 60 days after proof of loss has been filed in accordance with the requirements of the policy and that no such action shall be brought at all unless brought within 2 years from the expiration of the time within which proof of loss is required by the policy.	Yes: No: Page # or If No Yes: No: Page # or If No

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
MANAGED CARE PROHIBITED	BULLETIN Docket No.: INS No. 08-081-AB	Managed care and network requirements are not permitted.	Yes: No: Page # or If No
MINIMUM STANDARDS	NH CAR PART Ins. 1901.06 (i)	"Accident only coverage" is a policy or certificate that provides coverage, singly or in combination, for death, dismemberment, disability or hospital and medical care caused by accident. Accidental death and double dismemberment amounts under the policy shall be at least \$1,000 and a single dismemberment amount shall be at least \$500.	Yes: No: Page # or If No
MISSTATEMENT OF AGE	(Ind.) RSA 415:6 II (2)	A provision as follows: Misstatement of Age: If the age of the insured has been misstated, all amounts payable under this policy shall be such as the premium paid would have purchased at the correct age.	Yes: No: Page # or If No
NONCANCELLABLE AND GUARANTEE RENEWABLE	NH CAR PART Ins. 1901.06 (a) (2) b.	The terms "noncancellable," "guaranteed renewable," or "noncancellable and guaranteed renewable" shall not be used without further explanatory language in accordance with the disclosure requirements of Ins 1901.07(a)(1); and An accident and health or accident-only policy or certificate that provides for periodic payments, weekly or monthly, for a specified period during the continuance of disability resulting from accident or sickness shall provide that the insured has the right to continue the policy only to age 60 if, at age 60, the insured has the right to continue the policy in force at least to age 65 while actively and regularly employed.	Yes: No: Page # or If No

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
NOTICE OF CLAIM	(Ind.) RSA 415:6 I (5)	Written notice given within 20 days or as soon as reasonably possible A provision as follows: Notice of Claim: Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the insurer at _____ (insert the location of such office as the insurer may designate for the purpose), or to any authorized agent of the insurer, with information sufficient to identify the insured, shall be deemed notice to the insurer. (In a policy providing a loss-of-time benefit which may be payable for at least 2 years, an insurer may at its option insert the following between the first and second sentences of the above provision: Subject to the qualifications set forth below, if the insured suffers loss of time on account of disability for which indemnity may be payable for at least 2 years, he shall, at least once in every 6 months after having given notice of claim, give to the insurer notice of continuance of said disability, except in the event of legal incapacity. The period of 6 months following any filing of proof by the insured or any payment by the insurer on account of such claim or any denial of liability in whole or in part by the insurer shall be excluded in applying this provision. Delay in the giving of such notice shall not impair the insured's right to any indemnity which would otherwise have accrued during the period of 6 months preceding the date on which such notice is actually given.)	Yes: No: Page # or If No
NOTICE OF CLAIM	(Group) RSA 415:18 I (h)	A provision that written notice of sickness or of injury must be given to the insurer within 20 days after the date when such sickness or injury occurred. Failure to give notice within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.	Yes: No: Page # or If No

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
<p>OUTLINE OF COVERAGE</p>	<p>NHCAR PART Ins. 1901.07 (j)</p>	<p>Accident-Only Coverage (Outline of Coverage). An outline of coverage in the form prescribed below shall be issued in connection with policies meeting the standards of Ins 1901.06(i). The items included in the outline of coverage shall appear in the sequence prescribed:</p> <p style="text-align: center;">[COMPANY NAME] ACCIDENT-ONLY COVERAGE THIS [POLICY] [CERTIFICATE] PROVIDES LIMITED BENEFITS BENEFITS PROVIDED ARE SUPPLEMENTAL AND NOT INTENDED TO COVER ALL MEDICAL EXPENSES OUTLINE OF COVERAGE</p> <p>(1) Read Your [Policy] [Certificate] Carefully. This outline of coverage provides a very brief description of the important features of the coverage. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you READ YOUR [POLICY] [CERTIFICATE] CAREFULLY!</p> <p>(2) Accident-only coverage is designed to provide, to persons insured, coverage for certain losses resulting from a covered accident ONLY, subject to any limitations contained in the policy. Coverage is not provided for basic hospital, basic medical-surgical, or major medical expenses.</p> <p>(3) A brief specific description of the benefits contained in this policy.</p> <p>(4) A description of any policy provisions that exclude, eliminate, restrict, reduce, limit, delay or in any other manner operate to qualify payment of the benefits described in (3) above.</p> <p>(5) A description of policy provisions respecting renewability or continuation of coverage, including age restrictions or any reservation of right to change premiums.</p>	<p>Yes: No:</p> <p>Page # or If No</p>
<p>PHYSICIAN</p>	<p>NHCAR PART Ins 1901.04 (j)</p>	<p>"Physician" may be defined by including words such as "qualified physician" or "licensed physician." The use of these terms requires an insurer to recognize and to accept, to the extent of its obligation under the contract, all providers of medical care and treatment when the services are within the scope of the provider's licensed authority and are provided pursuant to applicable laws.</p>	<p>Yes: No:</p> <p>Page # or If No</p>

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
PHYSICAL EXAMINATION	(Group) RSA-415:18 I (k) (Ind.) RSA 415:6 I (10)	A provision that the insurer shall have the right and opportunity to examine the person of the insured when and so often as it may reasonably require during the pendency of claim under the policy and also the right and opportunity to make an autopsy in case of death where it is not prohibited by law. A provision as follows: Physical Examinations and Autopsy: The insurer at its own expense shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.	Yes: No: Page # or If No
PREEXISTING CONDITION	BULLETIN Docket No.: INS No. 09-067-AB	Pre-existing condition exclusions are not permitted.	Yes: No: Page # or If No

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
REINSTATEMENT	(Ind.) RSA 415:6 I (4)	If any renewal premium is not paid within the time granted the insured for payment, a subsequent acceptance of premium by the insurer or by any agent duly authorized by the insurer to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy; provided, however, that if the insurer or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the policy will be reinstated upon approval of such application by the insurer or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless the insurer has previously notified the insured in writing of its disapproval of such application. The reinstated policy shall cover only loss resulting from such accidental injury as may be sustained on or after the date of reinstatement and loss due to such sickness as may begin on or after the date of reinstatement.	Yes: No: Page # or If No
RETURN OF PREMIUM PROHIBITED	NHCAR Part Ins 1901.05 (d)	Return of Premium rider/provision is not permitted. No other policy subject to RSA 415-A and this part shall provide a return of premium or cash value benefit, except return of unearned premium upon termination or suspension of coverage, retroactive waiver of premium paid during disability, payment of dividends on participating policies, or experience rating refunds.	Yes: No: Page # or If No
RIDERS	BULLETIN Docket No.: INS No. 09-067-AB	Expense-based riders shall not be permitted.	Yes: No: Page # or If No
SCHEDULE OF BENEFITS	BULLETIN Docket No.: INS No. 09-067-AB	A subscriber must be able to determine from the policy schedule what coverage is provided. A schedule of benefits is required for all policies that clearly sets forth the benefits.	Yes: No: Page # or If No
SURGERY/ FRACTURE/ DISLOCATION	BULLETIN Docket No.: INS No. 09-067-AB.	A fracture/dislocation/surgery schedule for specific procedures is not permitted as this would be considered treatment-based coverage. If a surgery benefit is contemplated, only Major/Minor surgery benefits will be considered. Fractures and dislocations requires an "all other" category to include all fractures and dislocations.	Yes: No: Page # or If No

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
TERMINATION, NOTICE	(Group) RSA 415:18-b	Cancellation or Nonrenewal of Group Insurance Contracts. – No group accident or health insurance contract, authorized under this chapter, may be cancelled or nonrenewed by the insurer, except for nonpayment of premium, unless the group policyholder receives either a notice of cancellation or nonrenewal or an offer of renewal in accordance with this section. The notice of cancellation or nonrenewal or offer of renewal shall be delivered to the group policyholder or mailed to the group policyholder's last address as shown in the records of the insurer at least 45 days prior to the renewal date of the contract. Notice of cancellation for lack of participation, if permitted by the terms of the policy, shall be delivered to the group policyholder or mailed to the group policyholder's last address as shown in the records of the insurer, at least 30 days prior to the effective date of the cancellation.	Yes: No: Page # or If No
TERMINATION REASONS	(Group) RSA 415:18 I (e) NH CAR Part Ins 401.07 (b) (10)	<p>A provision stating the conditions under which the insurer may decline to renew the policy.</p> <p>Declination of renewal or termination of insurance provisions shall be as follows:</p> <ul style="list-style-type: none"> a. No insurer shall decline to renew a group policy unless the cause of its action is based on one or more of the reasons for declination of renewal stated in the policy; b. Any such reason shall be stated in a group policy and shall be objective in nature; c. Declination of renewal shall be defined so as to include any termination of a group policy by the insurer for any reason except for nonpayment of premiums; and d. Notice of nonrenewal or termination of a group or blanket policy by the insurer shall provide for at least 45 days prior notice, except policies subject to RSA 420-G:6 VI. and VII; 	Yes: No: Page # or If No

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
TIME LIMIT ON CERTAIN DEFENSES	(Ind.) RSA 415:6 I (2) (Group) RSA 415:18 I (r)	<p>After 2 years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such 2-year period.</p> <p>A provision that the validity of the policy shall not be contested except for nonpayment of premiums, after it has been in force for 2 years from its date of issue; and that no statement made by any person covered under the policy relating to insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of 2 years during such person's lifetime, nor unless it is contained in a written instrument signed by the person making such statement. No such provision, however, shall preclude the assertion, at any time, of defenses based upon the person's ineligibility for coverage under the policy or upon other provisions in the policy, except for any provisions establishing, as a requirement of eligibility, the furnishing of satisfactory evidence of insurability to the insurer.</p>	Yes: No: Page # or If No
TIME PAYMENT OF CLAIMS	(Group) RSA 415:18 I (l) (Ind.) RSA 415:6 I (8)	<p>A provision that all benefits payable under the policy other than benefits for loss of time will be payable not more than 60 days after receipt of proof, and that, subject to due proof of loss all accrued benefits payable under the policy for loss of time will be paid not later than at the expiration of each period of 30 days during the continuance of the period for which the insurer is liable, and that any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of such proof.</p> <p>A provision as follows: Time of Payment of Claims: Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss.</p>	Yes: No: Page # or If No

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
TOTAL DISABILITY	NHCAR Part Ins 1901.04 (n)	<p>"Total disability"</p> <p>(1) A general definition of total disability shall not be more restrictive than one requiring that the individual who is totally disabled not be engaged in any employment or occupation for which he or she is or becomes qualified by reason of education, training or experience; and is not in fact engaged in any employment or occupation for wage or profit.</p> <p>(2) Total disability may be defined in relation to the inability of the person to perform duties but shall not be based solely upon an individual's inability to:</p> <p>a. Perform "any occupation whatsoever," "any occupational duty," or "any and every duty of his occupation;" or</p> <p>b. Engage in a training or rehabilitation program.</p> <p>(3) An insurer may require the complete inability of the person to perform all of the substantial and material duties of his or her regular occupation or words of similar import. An insurer may require care by a physician other than the insured or a member of the insured's immediate family.</p>	<p>Yes: No:</p> <p>Page # or If No</p>
WAITING PERIODS	NHCAR PART Ins. 1901.05 (a)	Accident policies shall not contain probationary or waiting periods.	<p>Yes: No:</p> <p>Page # or If No</p>
WELLNESS BENEFIT NOT ALLOWED	BULLETIN Docket No.: INS No. 09-067-AB	Coverage for sickness, illness or wellness shall not be permitted.	<p>Yes: No:</p> <p>Page # or If No</p>

SECTION 4 RATES

REQUIREMENTS FOR RATES (FOR ACCIDENT ONLY FILINGS)

Actuarial Memorandum, Actuarial Certifications and Justification for rate; [Bulletin Docket No: INS 09-067-AB](#): Rates for all accident-only insurance products shall be submitted for approval under NHCAR PART Ins. 4100.

Review requirements for the following Loss Ratios, Reserving Method and Underwriting

[NEW HAMPSHIRE INSURANCE DEPARTMENT ACCIDENT-ONLY NOTES:](#)

NO ARBITRATION IS ALLOWED.

STATUTE LINK(S): [RSA 415](#) , [INDEX](#)

REGULATION LINK(S): [NHCAR PART INS 401](#), [1900](#), & [4100](#) - [INDEX](#)