

GROUP LIFE REQUIREMENTS CHECKLIST

Type of Insurance (TOI) codes: L02G-L09G Group

The checklist must be completed to promote compliance with submission requirements and applicable laws. It is intended as guidance for common form filing issues but is not an all-inclusive list.

Links to applicable rules and statutes: [Ins 401 - Submission/Form Rules](#); [RSA 408, 409](#); [Ins 302-312](#); [Bulletin INS NO. 10-046-AB](#) & [Bulletin INS. No. 11-004-AB](#)

I. SUBMISSION REQUIREMENTS – ALL FORMS

	RULE/STATUTE REFERENCE	CONFIRM SUBMISSION ADHERES TO THE FOLLOWING REQUIREMENTS	YES	N/A
Filing Submission Requirements	Ins 401.14 (c)	Third Party Authorization: Authorization letter is attached to the Supporting Documentation tab if the forms are being submitted on behalf of an insurance company.		
	Ins 401.14 (e)	Certificate of Compliance is signed/dated and attached to the Supporting Documentation tab.		
	Ins 401.14 (f)	The SERFF Filing Description includes a brief description of each form, including any new or unusual features, and a list of forms to which it will be attached.		
		The General Information tab indicates a brief statement indicating the filing status in the state of domicile, including the date approved.		
		The SERFF Filing Description includes a statement indicating if a form is replacing another form, including the name of the form being replaced.		
		If a form is being replaced, a “red-lined” document indicating the differences between the previous and new forms is attached to the Supporting Documentation tab.		
	Ins 401.14 (o)	If a rider, amendment, or endorsement is filed that changes or adds language to another form(s), a “red-lined” document of the impacted form highlighting the changes is attached to the Supporting Documentation tab.		
Form Submission Requirements	Ins 401.14 (g)	All forms are submitted in the same layout as sold to consumers in New Hampshire.		
	Ins 401.14 (h)	All policy, certificate, and contract forms over 3,000 words or printed on 3 or more pages are electronically bookmarked with a Table of Contents or index of the principal sections of the form.		
	Ins 401.14 (i)	Specifications page is completed with hypothetical data that is realistic and consistent with the other contents of the policy/contract.		
	Ins 401.14 (k)	All forms are filed as intended for use with all related forms to enable the review of the form with proper context.		
	Ins 401.14 (l)	Certificates include enrollment forms.		
	Ins 401.14 (m)	Policies, certificates, and rates are submitted together.		
	Ins 401.14 (p)	All variable language is identified with the use of brackets and a statement of variability is attached to the Supporting Documentation tab.		
	Ins 401.14 (q)	Revised forms are submitted with a distinguishing form number.		
	Ins 401.14 (r)	All forms submitted are in final print.		
	Ins 401.14 (u)	If a Group policy or certificate is filed, the corresponding group certificate or policy is included on the same filing.		

	Ins 401.14 (w)	If forms were previously disapproved and are being resubmitted for review, the previous SERFF tracking number is stated in the Filing Description. In addition, all previous correspondence and red-lined copies of the previously submitted forms are attached to Supporting Documentation tab in SERFF.		
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II. GENERAL FORM REQUIREMENTS

	RULE/STATUTE REFERENCE	CONFIRM FORMS ADHERE TO THE FOLLOWING REQUIREMENTS	YES	N/A
Policy number	Ins 401.04 (a)	Each form shall contain a form number containing numbers, letters, or both that shall be placed in the lower left corner. The form number may contain the prefix "Form". If a change is made to the form, the new form shall be submitted with a new form number.		
Corporate Information	Ins 401.04 (b)	Each policy and certificate shall contain the full corporate title, address, toll free telephone and facsimile numbers, and the company website address if available.		
Brief Description	Ins 401.04 (c)	Each policy and certificate shall provide a brief description of the nature of the policy on the face page, specifications page, or back page.		

III. GENERAL APPLICATION/ENROLLMENT FORM REQUIREMENTS

	RULE/STATUTE REFERENCE	CONFIRM APPLICATIONS/ENROLLMENT FORMS ADHERE TO THE FOLLOWING REQUIREMENTS	YES	N/A
Application - Declarative statement	Ins 401.12 (a)	The declarative portion of the application, if any, shall imply a representation of facts to the best of the applicant's knowledge. For example "I represent," or "To the best of my knowledge and belief, Wording such as "I Certify" are prohibited.		
Application - automatic rejection	Ins 401.12 (b)	There shall be no provisions for automatic rejections.		
Application - medical questions	Ins 401.12 (c)	Medical questions of a technical nature beyond the capability of the average applicants, such as a detailed gastrointestinal questionnaire, shall be prohibited.		
Application - Prohibition	Ins 401.12 (d)	No provision is permitted that changes the terms of the policy to which it is attached.		
Application - Prohibition	Ins 401.12 (e)	Questions as to race or ethnicity are prohibited.		

IV. GENERAL GROUP LIFE REQUIREMENTS

	RULE/STATUTE REFERENCE	CONFIRM FORMS ADHERE TO THE FOLLOWING REQUIREMENTS	YES	N/A
Policy Description	Ins 401.07 (a)	The required provisions for group life policies shall be established in <u>RSA 408:15</u>		
Certificate	Ins 401.07 (b)	(1) The policy shall apply to a group qualified for such insurance as provided by <u>RSA 408:14</u> (2) All group life certificates filed with this department shall provide for the identification of the individual(s) insured by having the name(s) of the insured(s) stated on the certificate or any code in the certificate sufficient to identify the insured(s); (3) As an alternative to (2) above, any group life certificate shall define eligibility and benefit amounts.		
Beneficiary	Ins 401.07 (b)	(4) Each employee insured under a form of group life insurance shall be given evidence of his beneficiary in the certificate		
Disability Extension	Ins 401.07 (b)	(5) In the case of a group life insurance plan that contains a disability benefit extension of any type including, but not limited to, premium waiver extension, extended death benefit in event of total disability, or payment of income for a specified period during total disability, the discontinuance of the group policy shall not operate to terminate such extension;		
Dependents	Ins 401.07 (b)	(6) Coverage may be provided to dependents in a contract of group life insurance pursuant to <u>RSA 408:14, VIII and 408:15, IX</u>		
Arbitration	Ins 401:07 (b)	(7) Arbitration provisions shall be prohibited.		
Retained Asset Account	<u>RSA 408:9</u> Bulletin INS No. 10-046-AB & Bulletin INS No. 11-004-AB	Use of Retained Asset Accounts issued in New Hampshire or to a New Hampshire resident must comply with <u>RSA 408:9</u> , <u>Bulletin INS No. 10-046-AB</u> & <u>Bulletin INS No. 11-004-AB</u> .		
Interest Payment on Claims for Death Benefits	<u>RSA 408:11</u>	I. Any policy or contract containing a death benefit shall contain a provision for the payment of interest on the death benefit, as follows: (a) Interest shall accrue and be payable from the date of death. (b) Interest shall accrue at the rate or rates applicable to the policy for funds left on deposit or, if the company has not established a rate for funds left on deposit, at the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. In determining the effective annual rate or rates, the company shall use the rate in effect on the date of death. (c) Interest shall accrue at the effective annual rate determined in subparagraph (b), plus additional interest at a rate of 10 percent annually, beginning with the date that is 31 calendar days from the latest of dates identified in subparagraph (1) or (2), to the date the claim is paid, where it is: (1) The date that due proof of death is received by the company; or (2) The date the company receives sufficient information to determine its liability, the extent of the liability, and the beneficiary legally entitled to the proceeds.		
Entire Contract	<u>RSA 408:13, III</u>	There shall be a provision that the policy, together with a copy of the signed and completed application, shall constitute the entire contract between the parties.		

Incontestability	<u>RSA 408:13, IV</u>	There shall be a provision that the policy shall be incontestable by the insurer after it has been in force for 2 years during the lifetime of the insured. However, any increase in the amount of the policy's death benefits subsequent to the policy issue date, which occurred upon a new application or request of the owner and was subject to satisfactory proof of the insured's insurability, shall be incontestable after the increase has been in force, during the lifetime of the insured, for 2 years from the date of issue of increase.		
Misstatement	<u>RSA 408:13, V</u>	If there is a misstatement of age or gender in the policy, the amount of the death benefit shall be that which would be purchased by the most recent mortality charge at the correct age or gender. The commissioner may approve other methods which are deemed satisfactory.		
Suicide	<u>RSA 408:13, VI</u>	If the policy includes a suicide exclusion, such exclusion shall not apply after the second anniversary of the effective date of the policy.		
Eligible Groups	<u>RSA 408:14</u>	No policy or certificate of group life insurance shall be issued or delivered in this state unless the policy is issued to an allowable group that is defined in RSA 408:14		
Nonforfeiture Provision (non-term plan)	<u>RSA 408:15 (b)</u>	If the group life insurance policy is on a plan of insurance other than the term plan, it shall contain a nonforfeiture provision or provisions which, in the opinion of the commissioner, is or are equitable to the insured persons and to the policyholder or certificate holder, but nothing herein shall be construed to require that group life insurance policies and certificates contain the same nonforfeiture provisions as are required for individual life insurance policies.		
Equitably Entitled Person	<u>RSA 408:15, II</u>	A provision that any sum becoming due, by reason of the death of the person insured, shall be payable to the beneficiary designated by the person insured, subject to the provisions of the policy. In the event there is no living designated beneficiary as to all or any part of such sum at the death of the person insured, the insurer may, subject to any right reserved by the insurer in the policy and set forth in the certificate, pay at its option a part of such sum, not exceeding \$2,000, to any person appearing to the insurer to be equitably entitled thereto by reason of having incurred funeral or other expenses incident to the last illness or death of the person insured.		
Certificate Delivery	<u>RSA 408:15, III</u>	A provision that the insurer will issue to the policyholder, for delivery to each person insured, an individual certificate setting forth a statement as to the insurance protection to which he or she is entitled, to whom the insurance benefits are payable, and the rights and conditions set forth in paragraphs IV, V, VI, and VII following.		
Termination of Employment	<u>RSA 408:15, IV</u>	A provision that if the insurance, or any portion of it, on a person covered under the policy, or on the dependent of a person covered, ceases because of termination of employment or of membership in the class or classes eligible for coverage under the policy, such person shall be entitled to a right of conversion. The right of conversion entitles such person to have an individual life insurance policy issued by the insurer, without evidence of insurability and without disability or other supplementary benefits. (a) Application for the individual policy shall be made, and the first premium paid to the insurer, within 31 days after such termination. (b) The individual policy shall, at the option of such person, be on any one of the forms, except term insurance, then customarily issued by the insurer at the age and for the amount applied for. (c) The individual policy shall be in an amount not in excess of the amount of life insurance which ceases because of such termination, provided that any amount of insurance which shall have matured, on or before the date of such termination, as an endowment payable to the person insured, whether in one sum or in installments in the form of an annuity, shall not, for the purposes of this provision, be included in the amount which is considered to cease because of such termination.		

		<p>(d) The premium on the individual policy shall be at the insurer's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which such person then belongs, and to the person's age attained on the effective date of the individual policy. Subject to the same conditions set forth in subparagraphs (a)-(c), the conversion privilege shall be available:</p> <p>(1) To a surviving dependent, if any, at the death of the employee or member, with respect to the coverage under the group policy that terminates by reason of the death; and</p> <p>(2) To the dependent of the employee or member upon termination of coverage of the dependent, while the employee or member remains insured under the group policy, by reason of the dependent ceasing to be a qualified family member under the group policy.</p> <p>(e) The suicide provision of the individual policy shall no longer apply after the second anniversary of the effective date of the group life insurance from which the conversion was made.</p> <p>(f) The individual policy shall not be contestable after the second anniversary of the effective date of the group life insurance from which conversion was made.</p>		
Portability Option	<u>RSA 408:15, V</u>	<p>A portability option, including for term insurance, may be offered, in addition to and not in lieu of the conversion right, when coverage ceases because of termination of employment or of membership in the class or classes eligible for coverage under the group policy, provided the subsequent policy, certificate, and group meet all the requirements in this chapter. The portability option, if offered, shall be made available to all employees or members, without evidence of insurability and regardless of the reason for the termination of employment or of membership in the class or classes eligible for coverage. Portability may be provided through a group life portability trust, established and maintained in New Hampshire and solely for the purpose of making ported life insurance available to employees or members whose coverage would terminate under the group life policy, provided it meets the requirements of a discretionary group as provided under RSA 408:14, VII and is approved by the commissioner.</p>		
Group Policy Terminates	<u>RSA 408:15, VI</u>	<p>A provision that, if the group policy terminates or is amended so as to terminate the insurance of any class of insured persons, every person insured thereunder at the date of such termination whose insurance terminates, including the insured dependent of a covered person, and who has been so insured for at least 5 years prior to such termination date shall be entitled to have issued by the insurer an individual policy of life insurance, subject to the same conditions and limitations as are provided by paragraph IV, except that the group policy may provide that the amount of such individual policy shall not exceed the smaller of:</p> <p>(a) The amount of the person's life insurance protection ceasing because of the termination or amendment of the group policy, less the amount of life insurance for which he or she is or becomes eligible under any group policy issued or reinstated by the same or another insurer within 31 days after such termination, or</p> <p>(b) \$10,000.</p>		
Notice regarding conversion/portability	<u>RSA 408:15, VII</u>	<p>If an individual insured under a group life insurance policy hereafter delivered in this state becomes entitled under the terms of the policy to have an individual policy or ported coverage certificate of life insurance issued without evidence of insurability, subject to making an application and payment of the first premium within the period specified in the policy, and if the individual is not given notice of the existence of the right at least 15 days prior to the expiration date of the period, then in that event, the individual shall have an additional period within which to exercise the right, but nothing herein contained shall be construed to continue any insurance beyond the period provided in the policy. This additional period shall expire 15 days after the individual is given notice, but in no event shall the</p>		

		additional period extend beyond 60 days after the expiration date of the period provided in the policy. It shall be the responsibility of the insurer to notify the individual of the right to elect conversion coverage. Written notice presented to the individual or mailed by the policyholder to the last known address of the individual or mailed by the insurer to the last known address of the individual as furnished by the policyholder shall constitute adequate notice for the purpose of this paragraph.		
Death during Conversion Period	<u>RSA 408:15, VIII</u>	A provision that if a person insured under the group policy dies during the period within which he or she would have been entitled to have an individual policy or ported coverage certificate issued to him or her in accordance with paragraph IV, V, or VI, and before such coverage shall have become effective, the amount of life insurance which he or she would have been entitled to have issued to him or her shall be payable as a claim under the group policy, whether or not application for the individual policy or the payment of the first premium therefor has been made.		
Disability Extension	<u>RSA 408:15, IX</u>	Whenever any policy of group life insurance extends group life insurance to the spouse, child or children, or other dependents of an employee, or other member of the group, and if the coverage of any dependent of any employee or member of the group insured by such policy who is mentally or physically incapable of earning a 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 group policy as long as such incapacity continues and as long as the dependent remains chiefly financially dependent on the employee or member of the group or the employee or the employee's estate is chargeable for the care of the dependent, provided that due proof of such incapacity is received by the insurer within 31 days of such expiration date. If such coverage is continued in accordance with this paragraph, such dependent shall be entitled upon termination of such incapacity to a converted policy in accordance with and subject to the terms and conditions of the conversion privilege clause, if such privilege is afforded by the policy, provided that such dependent has not attained the limiting age, if any, for conversion of adults specified in the policy.		
Coverage during Labor Dispute	<u>RSA 408:17</u>	Continuation of Coverage During Labor Disputes. Any employee whose compensation includes group life insurance, the premiums for which are paid in full or in part by an employer, including the state of New Hampshire, its political subdivisions, or municipal corporations, or paid by payroll deduction, may pay the premiums as they become due directly to the policyholder whenever the employee's compensation is suspended or terminated directly or indirectly, as the result of a strike, lockout, or other labor dispute, for a period not exceeding 6 months and at the rate and coverages as the policy provides. I. During said 6-month period, the policy may not be altered or changed, except that nothing in this section shall be deemed to impair the right of the insurer to make normal decreases or increases of the premium rate upon expiration and renewal of the policy, in accordance with the provisions of the policy. II. When the employee's compensation is so suspended or terminated, the employee shall be notified immediately by the policyholder in writing, by mail addressed to the last address on record with the policyholder, that the employee may pay the premiums to the policyholder as they become due as provided in this section. III. The policyholder shall remit any premiums paid by the employees on a timely basis to the insurer.		
Prohibited Provisions	<u>RSA 408:18</u>	No group life insurance policy or certificate shall contain any provision that reduces or denies any benefit otherwise payable because a pre-existing medical or health condition contributed to the death		

		or disability of the insured. No group life insurance policy or certificate shall contain any provisions that exclude benefits for specified illnesses or medical conditions of the insured or which impose additional waiting periods for pre-existing conditions or specified illnesses or medical conditions of the insured. An insurer may require that an insured be actively at work in order to be eligible for any benefits of the policy or certificate.		
Variable Products	<u>RSA 408:26, I</u>	No company shall issue for delivery within this state variable products unless it is licensed to do so in this state.		
Variable Product Provisions	RSA 408:28	Any variable product issued or delivered in this state, and any certificate evidencing variable benefits issued pursuant to any such product on a group basis, shall contain a statement of the essential features of the procedure to be followed by the insurance company in determining the dollar amount of the variable benefits, or other contractual payments or values thereunder, and shall state in clear terms that such amount may decrease or increase according to such procedure. Any such product issued or delivered in this state and any such certificate shall contain on its first page, in a prominent position, a clear statement that the benefits, or other contractual payments or values thereunder, are on a variable basis.		

V. COMMENTS: