

STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT

**REVIEW REQUIREMENTS CHECKLIST FOR Hospital Indemnity and Other Fixed Indemnity Coverage**

**LINE OF BUSINESS:** Hospital Indemnity

**TOI CODES:** H14G.000 through H14I.000

**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 401.13 \(m\)](#) 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/rules/state_agencies/ins.html)  
<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXXVII.htm>

**TABLE OF CONTENTS**

**[SECTION 1 GENERAL REQUIREMENTS](#)**

**[SECTION 2 APPLICATIONS](#)**

**[SECTION 3 POLICY/CERTIFICATE FORM](#)**

**[SECTION 4 RATES](#)**

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
<b>Section 1 GENERAL REQUIREMENTS (for Hospital Indemnity filings)</b>			
ADVERTISING	<a href="#">NHCAR Part Ins 2600</a>	Advertising Guidelines	YES:    NO:
COVER PAGE (FORM NUMBER)	<a href="#">NHCAR Part Ins 401.04(a)</a>	<p>Each form shall be designated by a form number composed of either figures or letters or both.</p> <p>(1) The form number shall be:</p> <p>a. Sufficient to distinguish the form from all other forms used by the company;_</p> <p>b. Placed in the lower left hand corner on the front of each form;</p> <p>(2) The form number for a policy form may contain the prefix "Form No.";</p> <p>(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;</p> <p>(4) Any time any change is made, the form shall be resubmitted as a new form with a new form number.</p>	<p>YES:    NO:</p> <p>Page # or If NO:</p>
DISCLOSURE COVER PAGE REQUIREMENT	<a href="#">NHCAR Part Ins 401.04 (i)</a>  <a href="#">NHCAR Part Ins 6201.05 (t)</a>	<p>Disclosure is required. 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>YES:    NO:</p> <p>Page # or If NO:</p>

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

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DISCLOSURE REGARDING LIMITED BENEFITS	<a href="#">NHCAR Part Ins 6201.05 (p) and (q)</a>	<p>(p) Hospital confinement indemnity and other indemnity policies:</p> <p>(1) All hospital confinement indemnity policies and certificates shall display prominently by type, stamp, or other appropriate means on the cover page of the policy or certificate, in either contrasting color or in boldface type at least equal to the size type used for headings or captions of sections in the policy or certificate the following:                      “Notice to Buyer: This is a hospital confinement indemnity [policy] [certificate]. This [policy] [certificate] provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.”; and</p> <p>(2) In addition to the “Notice to Buyer” required by (1) above, all “hospital confinement indemnity” and “other indemnity” policies sold in the individual market shall display prominently on the cover page in at least 14 point type that has the following language:                      “THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE.”;</p> <p>(q) All ancillary health policies and certificates shall display prominently by type, stamp, or other appropriate means on the cover page of the policy or certificate, in either contrasting color or in boldface type at least equal to the size type used for headings or captions of sections in the policy or certificate the following:                      “Notice to Buyer: This is an ancillary health [policy] [certificate]. This [policy] [certificate] provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.”;</p>	<p>YES:    NO:</p> <p>Page # or If NO:</p>
DISCLOSURE REGARDING MEDICARE SUPPLEMENT	<a href="#">NHCAR Part Ins 6201.06 (f)(1)</a>	<p>Outlines of coverage delivered in connection with policies defined in this part as hospital confinement indemnity, specified disease, or limited benefit health coverages to persons eligible for Medicare by reason of age shall contain, in addition to the requirements, the following language, which shall be printed on or attached to the first page of the outline of coverage:</p> <p>"This IS NOT A MEDICARE SUPPLEMENT policy. If you are eligible for Medicare review the Guide to Health Insurance for People With Medicare available from the company."</p>	<p>YES:    NO:</p> <p>Page # or If NO:</p>

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

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NON-ENGLISH POLICIES	<a href="#">NHCAR Part Ins 401.04 (p), (q), (r), (t)</a>	English version of forms must be approved. If there is a discrepancy between a foreign language version and the approved English version, the English version will supersede the foreign language version.	YES: NO: Page # or If NO:
READABILITY	<a href="#">RSA 420-H:5</a>  <a href="#">NHCAR Part Ins 401.13 (h)</a>	Readability must comply with RSA 420-H:5 (a) Text achieves a minimum score of 40 on Flesh or equivalent (b) Printed in not less than 10 point type (c) Table of Contents or Index if more than 3,000 words or 3 pages Flesh scores must be shown and certified.  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:
<b>SECTION 2 APPLICATION:</b>			
APPLICATION AND ENROLLMENT FORMS – STANDARDS	<a href="#">NHCAR PART Ins 401.12</a>	Detailed standards for all applications and enrollment forms.	YES: NO: Page # or If NO:
APPLICATION AND ENROLLMENT FORMS – SUBMIT FOR REVIEW AND APPROVAL	<a href="#">NHCAR PART Ins 401.13</a>	(a) All policies, contracts, certificates, endorsements, riders, applications, and other forms used in connection therewith shall be submitted to the insurance department for approval prior to their use.  (l) Certificates shall include enrollment forms.  (m) Policies, certificates, and rates shall be submitted together to the department.	
REPLACEMENT QUESTIONS	<a href="#">NHCAR Part Ins 401.12 (f)</a>	All applications shall contain a question inquiring whether the policy sought is intended to replace an existing policy.	YES: NO: Page # or If NO:

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
AMENDMENTS	<a href="#">RSA 415:11</a>	Home office box changes are not allowed without insured signed consent. No alteration of any written application for insurance, by erasure, insertion or otherwise, shall be made by any person other than the applicant without his written consent, and the making of any such alteration without the consent of the applicant shall be a misdemeanor.	YES: NO: Page # or If NO:
UNDERWRITING QUESTIONS	<a href="#">RSA 415-A:1</a>	Questions such as "Have your parents, grandparents, siblings ever had..." are prohibited, as health underwriting may only be performed on the individual(s) for whom coverage is applied.	YES: NO: Page # or If NO:
<b>Section 3 POLICY/CERTIFICATE REQUIREMENTS</b>			
ARBITRATION	<a href="#">RSA 417:4</a>  <a href="#">RSA 415:18 I 9(n)</a>  <a href="#">RSA 415:6 I (11)</a>   <a href="#">NHCAR Part Ins 6001.05 (j)</a>	Binding arbitration is an unfair trade practice per RSA 417:4. An insurer may not take away the insured person's or employer's right to legal action in a court of law.  RSA 415:18 I (n) applies to group policies as well as to certificates.  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.   Arbitration provisions shall be prohibited.	YES: NO: Page # or If NO:
ASSIGNMENT OF BENEFITS	<a href="#">NHCAR Part Ins 6202.03 (f)</a>	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.	YES: NO: Page # or If NO:
AUTOPSY & PHYSICAL EXAMINATIONS	<a href="#">(Group) RSA-415:18 I (k)</a>	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	YES: NO: Page # or If NO:

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
	<a href="#">(Ind.) RSA 415:6 I (10)</a>	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.	
<b>CERTIFICATE</b>	<a href="#">RSA 415:18 I (f)</a>	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.	YES:    NO: Page # or If NO:

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
<b>Section 3 POLICY/CERTIFICATE REQUIREMENTS</b>			
CLAIM FORMS	<a href="#">(Group) RSA 415:18 I (j)</a> <a href="#">(Ind.) RSA 415:6 I (6)</a>	Insurer must provide form within 15 days' notice of loss	YES:    NO: Page # or If NO:
CLAIM PAYMENT PROVISION	<a href="#">(Group) RSA 415:18 I (l)</a> <a href="#">(Ind.) RSA 415:6 I (8)</a>	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:
COORDINATION OF BENEFITS	<a href="#">NHCAR Part Ins.6001.05 (h)</a>	Coordination of benefits is not permitted.	YES:    NO: Page # or If NO:
DEPENDENT CHILDREN	<a href="#">RSA 415:5 I (3) (a)</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:
DEFINITIONS	<a href="#">NHCAR Part Ins 6001.03 &amp; .04</a> <a href="#">NHCAR Part Ins 6202.02</a>	Ancillary Health and Policy Definitions  Definitions specific to Hospital Indemnity and Other Indemnity coverage.	YES:    NO: Page # or If NO:
DISABLED DEPENDENT CHILD	<a href="#">RSA 415:5 I (3-a) (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:

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

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ENTIRE CONTRACT	<a href="#">(Ind.) RSA 415:6 I (1)</a> <a href="#">(Group) RSA 415:18 I(a)</a>	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.	YES:      NO: Page # or If NO:
ADDITIONAL BENEFITS PROHIBITED	<a href="#">BULLETIN Docket No.: INS No. 08-067-AB</a>	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.	YES:      NO: Page # or If NO:



**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
EXCESS COVERAGE	<a href="#">NHCAR Part Ins.6001.05 (i)</a>	Excess insurance is not permitted on an indemnity based policy. The benefit must be paid with respect to the occurrence of an event without regard to whether benefits are provided under other insurance.	YES: NO: Page # or If NO:
EXCLUSIONS & LIMITATIONS	<a href="#">NHCAR Part Ins.6001.05 (e)</a>	Policies providing hospital confinement indemnity coverage shall not contain provisions excluding coverage because of confinement in a hospital operated by the federal government.	YES: NO: Page # or If NO:
EXCLUSIONS & LIMITATIONS	<a href="#">NHCAR Part Ins.6001.05 (f)</a>  <a href="#">NHCAR Part Ins 6202.04 (d)</a>	Coverage may not be limited to or based on specific claim codes or diagnostic codes.  Therefore, the only permitted exclusions are the following: "Illness, treatment or medical condition arising out of:  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;  b. Suicide (sane or insane), attempted suicide or intentionally self-inflicted injury; and  c. Aviation, except as a fare-paying passenger;  We would also allow territorial exclusions.  Aside from those above listed, all other exclusions are inappropriate and must be removed.	YES: NO: Page # or If NO:
EXPENSE-BASED BENEFITS PROHIBITED	<a href="#">NHCAR Part Ins 6202.03 (f)</a>	The benefit must be for a specific amount that is event based and not expense based. Expense based riders shall not be permitted.	YES: NO: Page # or If NO:

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
FREE LOOK	<a href="#">NHCAR Part Ins 6001.06 (c)</a>	<p>The following provision shall appear in a conspicuous place on the cover page of all ancillary accident and health policies and certificates:</p> <p align="center">“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>YES:      NO:</p> <p>Page # or If NO:</p>
GRACE PERIOD	<p><a href="#">(Ind.) RSA 415:6 I (3)</a></p> <p><a href="#">(Group) RSA 415:18 I(p)</a></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 provision that the policyholder is entitled to a grace period of 31 days for the payment of any premium due except the first, during which grace period the coverage shall continue in force, unless the policyholder has given the insurer written notice of discontinuance in advance of the period for which payment is due, and in accordance with the terms of the policy. The policy may provide that the policyholder shall be liable to the insurer for the payment of a portion of the premium corresponding to the time within the grace period during which the policy was in force.</p>	<p>YES:      NO:</p> <p>Page # or If NO:</p>

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

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INCONTESTABILITY	<p><a href="#">(Group) RSA 415:18 I(n)</a></p> <p><a href="#">(Ind.) RSA 415:6 I (2) (a)</a></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> <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>YES:    NO:</p> <p>Page # or If NO:</p>
LEGAL ACTION	<p><a href="#">(Ind.) RSA 415:6 I (11)</a></p> <p><a href="#">(Group) RSA 415:18 I(n)</a></p>	<p>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.</p> <p>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 3 years from the expiration of the time within which proof of loss is required by the policy.</p>	<p>YES:    NO:</p> <p>Page # or If NO:</p>
LIMITATIONS OR EXCLUSIONS FOR CERTAIN DIAGNOSIS PROHIBITED	<p><a href="#">NHCAR Part Ins 6202.04 (d)</a></p>	<p>Coverage shall not be limited to or based on specific claim codes or diagnostic codes, except as permitted by Ins 6001.05(f).</p>	<p>YES:    NO:</p> <p>Page # or If NO:</p>

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

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MINIMUM STANDARDS	<a href="#">NHCAR Part Ins.6202.03</a>	(a) Hospital confinement coverage must provide a minimum benefit of \$50 per day per covered person and not less than 31 days during each period of confinement for each person insured under the policy or certificate. (b) A minimum of 2 periods of confinement shall be provided per policy year per covered person. (c) Coverage shall not be excluded due to a preexisting condition for a period greater than 6 months following the effective date of coverage of an insured person.	YES:    NO: Page # or If NO:
NOTICE OF CLAIM	<a href="#">(Ind.) RSA 415:6 I (5)</a>  <a href="#">(Group) RSA 415:18 I(h)</a>	Written notice given within 20 days or as soon as reasonably possible	YES:    NO: Page # or If NO:

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

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OUTLINE OF COVERAGE	<a href="#">NHCAR Part Ins.6201.06</a>	<p>Hospital Confinement Indemnity Coverage (Outline of Coverage). An outline of coverage, in the form prescribed below, shall be issued in connection with policies. The items included in the outline of coverage shall appear in the sequence prescribed:</p> <p align="center">[COMPANY NAME]  HOSPITAL CONFINEMENT INDEMNITY COVERAGE  THIS [POLICY] [CERTIFICATE] PROVIDES LIMITED BENEFITS  BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE 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 feature of 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) Hospital confinement indemnity coverage is designed to provide, to persons insured, coverage in the form of a fixed daily benefit during periods of hospitalization resulting from a covered accident or sickness, subject to any limitations set forth in the policy. Coverage is not provided for any benefits others than the fixed daily indemnity for hospital confinement and any additional benefit described below.</p> <p>(3) A brief specific description of the benefits in the following order:  a. Daily benefit payable during hospital confinement; and  b. Duration of benefit described in a.</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 benefit, described in (3) above.</p> <p>(5) Any benefits provided in addition to the daily hospital benefit.</p>	<p>YES:    NO:  Page # or If NO:</p>
PAYMENT OF CLAIM	<a href="#">(Group) RSA 415:18 I (1)</a> <a href="#">(Ind.) RSA 415:6 I (8)</a>	<p>May limit to \$1,000 payment to family member  \$1,000 payable by company to claimant if deemed equitably entitled by insurer</p>	<p>YES:    NO:  Page # or If NO:</p>

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
PRE-CERTIFICATION	<a href="#">NHCAR Part Ins 6202.04 (b)</a>	Managed care and network requirements are not permitted. The policy shall not include a provision requiring pre-certification	YES:    NO: Page # or If NO:
PRE-EXISTING CONDITIONS LIMITATIONS	<a href="#">NHCAR Part Ins 6001.04 (l)</a>  <a href="#">NHCAR Part Ins 6001.05</a>	2) With respect to other insurance, preexisting condition shall not be defined more restrictively than the following: “Preexisting condition means the existence of symptoms that would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 6-month period preceding the effective date of the coverage of the insured person or a condition for which medical advice or treatment was recommended by a physician within a 6-month period preceding the effective date of the coverage of the insured person.”  (c) In all circumstances in which an insurer does not request information about an applicant’s health history or medical treatment in the application process, the policy must cover the loss consistent with RSA 415-A:5(l). Otherwise, a policy or certificate shall not exclude coverage for a loss due to a preexisting condition for a period of greater than 6 months following the issuance of the policy or certificate where the policy or certificate is issued on a guaranteed issue basis,	YES:    NO: Page # or If NO:
PROHIBITED POLICY PROVISIONS	<a href="#">NHCAR Part Ins 6202.04</a>	Ins 6202.04 Prohibited Policy Provisions. (a) Coordination of benefits shall not be permitted. (b) Managed care and network requirements shall not be permitted. The policy shall not include a provision requiring pre-certification. (c) Expense based benefits and riders shall not be permitted. (d) Coverage shall not be limited to or based on specific claim codes or diagnostic codes, except as permitted by Ins 6001.05(f). (e) Policies or certificates providing hospital confinement indemnity or other fixed indemnity coverage shall not contain provisions excluding coverage because of confinement in a hospital operated by the federal government. (f) Benefits for “skilled nursing facility”, as defined in Ins 6001.04(b), services shall not be contingent upon a hospital stay. (g) A benefits waiting period shall not be permitted. (h) Any eligibility waiting period shall not exceed 12 months.	YES:    NO: Page # or If NO:

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

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PROOF OF LOSS	<p><a href="#">(Ind.) RSA 415:6 I (7)</a></p> <p><a href="#">(Group) RSA 415:18 I(i)</a></p>	<p>Proofs of Loss: Written proof of loss must be furnished to the insurer at its office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which the insurer is liable and in case of claim for any other loss within one year after the date of such loss in the case of a Medicare supplement insurance policy and within 90 days after the date of such loss in the case of any other accident and health insurance policy. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.</p> <p>A provision that in the case of claim for loss of time for disability, written proof of such loss must be furnished to the insurer within 30 days after the commencement of the period for which the insurer is liable, and that subsequent written proofs of the continuance of such disability must be furnished to the insurer at such intervals as the insurer may reasonably require, and that in the case of claim for any other loss, written proof of such loss must be furnished to the insurer within one year after the date of such loss in the case of a group Medicare supplement insurance policy or certificate and within 90 days after the date of such loss in the case of any other group accident and health insurance policy or certificate. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.</p>	<p>YES:      NO:</p> <p>Page # or If NO:</p>
REFUND UPON CANCELLATION	<p><a href="#">(Ind.) RSA 415:6 I (14)</a></p>	<p>Refund upon cancellation: After the policy has been continued beyond its original term, the insured may cancel the policy at any time by written notice, delivered or mailed to the insurer or the insurer's representative. Such cancellation shall become effective upon receipt by the insurer or the insurer's representative, or on such later date as may be specified in such notice by the insured. If the insured cancels, the insurer shall promptly return any unearned portion of the premium paid, but in any event shall return the unearned portion of the premium within 30 days. The earned premium shall be computed on a pro-rata basis. Cancellation shall be without prejudice to any claim originating prior to the effective date of the cancellation.</p>	<p>YES:      NO:</p> <p>Page # or If NO:</p>

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
REINSTATEMENT	<a href="#">(Ind.) RSA 415:6 I (4)</a>	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:
CANCELLATION OR REFUSAL TO RENEW	<a href="#">(Ind.) RSA 415:6 II (8)</a>  <a href="#">(Group) RSA 415:18 I (e)</a>	A provision as follows: Cancellation; Refusal to Renew: The insurer may refuse to renew on the policy anniversary date, or may cancel this policy at any time by written notice delivered to the insured, or mailed to the insured's last address as shown by the records of the insurer, stating when, not less than 30 days thereafter, such cancellation or refusal to renew shall be effective. If the insurer cancels, the earned premium shall be computed pro-rata. Cancellation or refusal to renew shall be without prejudice to any claim originating prior to the effective date of the cancellation or refusal to renew. However, such cancellation or refusal to renew, if for reasons other than nonpayment of premium and other than specified in any time limits for certain defenses, shall be effected only if also effected on all policyholders of the same class. No such action shall be taken without prior written approval of the insurance commissioner. The insurer shall have the burden of proof that the classification of risk involved therein is reasonable and nondiscriminatory, pursuant to RSA 415:15.  A provision stating the conditions under which the insurer may decline to renew the policy.	YES:    NO: Page # or If NO:
DISCONTINUANCE AND REPLACEMENT	<a href="#">NH CAR Part Ins 6100</a>	Specific requirements for discontinuance of coverage, extension of benefits, and replacement of coverage.	YES:    NO: Page # or If NO



**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
SCHEDULE OF BENEFITS	<a href="#">NHCAR Part Ins 6001.06</a>	<p>(b) A group ancillary health policy shall contain the following provisions:</p> <p>(1) All master policies and certificates shall contain a clear explanation as to continuance of coverage after termination of the policy;</p> <p>(2) A certificate shall:</p> <p>a. State the benefits applicable to the person insured or state the schedule of benefits applicable to the class to which he or she belongs; or</p> <p>b. Define eligibility and benefit amounts clearly enough for a person to determine whether he or she is an insured and the amount of any benefits to which he or she is entitled;</p>	<p>YES:    NO:</p> <p>Page # or If NO:</p>
SURGICAL SERVICES	<a href="#">NHCAR Part Ins 6202.03</a>  <a href="#">NHCAR Part Ins 6202.04</a>	<p>(e) The benefit shall be for a specific amount that is event based and shall not be expense based;</p> <p>(d) Coverage shall not be limited to or based on specific claim codes or diagnostic codes, except as permitted by Ins 6001.05(f).</p>	<p>YES:    NO:</p> <p>Page # or If NO:</p>
TERMINATION NOTICE	<a href="#">(Group) RSA 415:18-b</a>	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.	<p>YES:    NO:</p> <p>Page # or If NO:</p>

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
TIME LIMIT ON CERTAIN DEFENSES	<p><a href="#">(Ind.) RSA 415:6 I (2)(a)</a></p> <p><a href="#">(Group) RSA 415:18 I(r)</a></p>	<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>	<p>YES:    NO:</p> <p>Page # or If NO:</p>
TIME PAYMENT OF CLAIMS	<p><a href="#">(Group) RSA 415:18 I(l)</a></p> <p><a href="#">(Ind.) RSA 415:6 I (8)</a></p>	<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>	<p>YES:    NO:</p> <p>Page # or If NO:</p>
TREATMENT-BASED BENEFITS PROHIBITED	<p><a href="#">NHCAR Part Ins 6202.03</a></p>	<p>(e) The benefit shall be for a specific amount that is event based and shall not be expense based;</p>	<p>YES:    NO:</p> <p>Page # or If NO:</p>

**STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
<b>SECTION 4 REQUIREMENTS FOR RATES</b>			
RATE SUBMISSIONS	<a href="#">NHCAR PART Ins 4100</a>  <a href="#">NHCAR Part Ins 401.13 (m)</a>	Requirements for Rate Submissions.  Rates are required to be filed together with policies and/or certificates.	YES:    NO:  Explanation if No.
<b><u><a href="#">NEW HAMPSHIRE INSURANCE DEPARTMENT INDEMNITY NOTES:</a></u></b>			
<b>STATUTE LINK(S):</b> <a href="#">RSA 415</a> , <a href="#">400</a> , <a href="#">INDEX</a>			
<b>REGULATION LINK(S):</b> <a href="#">NHCAR PART INS 401</a> & <a href="#">4100</a> , <a href="#">6001</a> , <a href="#">6100</a> , <a href="#">6201</a> , <a href="#">6202</a> <a href="#">INDEX</a>			
<b>BULLETIN(S):</b> <a href="#">NHCAR PART INS 08-067-AB</a>			