Links to applicable rules and statutes: [**Ins 400 - Submission/Form Rules**](http://www.gencourt.state.nh.us/rules/state_agencies/ins400.html)**;** [**Ins 4100 - Rates**](http://www.gencourt.state.nh.us/rules/state_agencies/ins4100.html)**;** [**RSA 415:6 - Individual Provisions**](http://www.gencourt.state.nh.us/rsa/html/XXXVII/415/415-6.htm)**;** [**RSA 415:18 Group Provisions**](http://www.gencourt.state.nh.us/rsa/html/XXXVII/415/415-18.htm)**;**

[**Ins 1001 - Claims**](http://www.gencourt.state.nh.us/rules/state_agencies/ins1000.html)**;** [**Ins 6000 - General Ancillary Health**](http://www.gencourt.state.nh.us/rules/state_agencies/ins6000.html)**;** [**Ins 6100 Discontinuance/Replacement**](http://www.gencourt.state.nh.us/rules/state_agencies/ins6100.html)**;** [**Ins 6200 - Minimum Standards**](http://www.gencourt.state.nh.us/rules/state_agencies/ins6200.html)

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. |  |  |
|  | RSA 420-H:5 I (a) & IV | All policy, certificate, or contract forms have a minimum Flesch score of 40. Certification of the Flesch score is attached to the Supporting Documentation tab or Readability Scores are completed on the Form Schedule 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. |  |  |
|  |  | (4) 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. |  |  |

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 - 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. |  |  |
| Application *-* | Ins 6201.05 (b) | All applications for **Limited Benefit** shall contain a prominent statement, in a contrasting color or bold font using at least the same size font as other headings near the applicant’s signature block, as follows: **“This [policy] [certificate] provides limited benefits. Review your [policy] [certificate] carefully.”** |  |  |
| Application-  Replacement | Ins 401.12 (f) | All applications shall contain a question inquiring whether the policy sought is intended to replace an existing policy; |  |  |

IV. GENERAL ANCILLARY HEALTH REQUIREMENTS

---IF SUBCATEGORY IS MARKED “INDIVIDUAL” OR “GROUP” ONLY ANSWER THE APPLICABLE SECTION---

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | RULE/STATUTE REFERENCE | CONFIRM FORMS ADHERE TO THE FOLLOWING REQUIREMENTS | YES | N/A |
| Ancillary Health: Definitions |  |  |  |  |
| Accident | Ins 6001.04 (a)(1)  & (2) | “Accident”, “accidental injury”, and “accidental means” is defined with “result” language and does not include a means tests or words such as “external, violent, visible wounds” or similar words.  Definition is not more restrictive than: “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. NOTE: It is permissible to exclude injuries for which benefits are provided under workers’ compensation or similar laws. |  |  |
| Dependent Child | RSA 415:5 I (3) (a) | The definition of a dependent child shall include a subscriber’s child by blood or by law, who is under age 26. |  |  |
| Dependent – Mental or Physical Incapacity | RSA 415:5 I (3-a)(a) | Any insured family member who is mentally or physically incapable of earning his or her own living on the date that the member’s coverage would otherwise expire because of age, shall continue while the family member’s incapacity continues and as long as the dependent remains chiefly financially dependent on the policyholder or the employee provided that due proof of the incapacity is received by the insurer within 31 days of the expiration date. |  |  |
| Hospital | Ins 6001.04 (d) | The definition of the term “hospital” means that the hospital be licensed as a hospital pursuant to law, be primarily engaged in providing or operating 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, and provides 24 hour nursing service by or under the supervision of registered nurses. In addition, the definition may state that it shall not include convalescent homes or nursing facilities, facilities providing primarily custodial, educational, or rehabilitative care, facilities for the aged, individuals diagnosed with substance use disorders, or a military or veterans’ hospital or a soldiers’ home, except for in some situations services rendered on an emergency basis. |  |  |
| Physician | Ins 6001.04 (k) | “Physician” may be defined by including words such as “qualified physician” or “licensed physician.” The use of these terms requires an insurer to accept all providers of medical care and treatment when the services are within the scope of the provider’s licensed authority including Advanced Practice Registered Nurses and Physician’s Assistants. |  |  |
| Disability | Ins 6001.04 (j) & (o) | If applicable, review definition of Total Disability and Partial Disability and confirm compliance. |  |  |
| Ancillary Health: Permitted Exclusions |  | Note: Forms may not limit/exclude coverage by type of sickness, accident, or medical condition except as indicated below or the preexisting exclusions permitted under Ins 6001.04 (l).  **CONFIRM EXCLUSIONS DO NOT EXCEED WHAT IS PERMITTED UNDER 6001.05 (f)** |  |  |
|  | Ins 6001.05 (f) (1) | Preexisting conditions or diseases other than congenital anomalies of a covered dependent child. |  |  |
|  | Ins 6001.05 (f) (2) | Mental or emotional disorders and substance use disorders. |  |  |
|  | Ins 6001.05 (f) (3) | Sickness, treatment, or medical condition arising out of:   * War or act of war (whether declared or undeclared); participation in a felony, riot or insurrection; service in the armed forces or units auxiliary to it; participation in a felony, riot or insurrection; service in the armed forces or units auxiliary to it; * Suicide, sane or insane, attempted suicide, or intentionally self-inflicted injury; * Aviation, except as a fare-paying passenger; * Professional sports; * Incarceration, with respect to disability income protection policies; * The voluntary consumption of drugs that are not prescribed by the insured’s physician or are not used in the manner prescribed; and * Driving under the influence of drugs or alcohol or any combination thereof. |  |  |
|  | Ins 6001.05 (f) (4) -  (11) | Additional permitted exclusions may be viewed at Ins 6001.05 (f) (4) - (11) which relate to cosmetic surgery, foot care, removing nerve interference, dental care, eye glasses, treatment provided in government settings, government or workers’ compensation programs, rest cures, and/or territorial limitations. |  |  |
|  | Ins 6001.05 (g) | This part shall not impair or limit the use of waivers to exclude, limit, or reduce coverage or benefits for specifically named or described preexisting diseases, physical condition, or extra hazardous activity. Where waivers are required as a condition of issuance, renewal, or reinstatement, signed acceptance by the insured is required unless on initial issuance the full text of the waiver is contained either on the first page or specification page. |  |  |
| Ancillary Health: Prohibited Policy Provisions | Ins 6001.05 (h) (4) | No coordination of benefits\*  \* COB permitted by dental coverage |  |  |
|  | Ins 6001.05 (j) | Arbitration provisions shall be prohibited. |  |  |
| Ancillary Health: Rate Submissions | Ins 4106 | Rate Submission complies with Ins 4100 |  |  |
| **Individual Policies:**  Required Provisions |  | **Note: Policy language implementing mandated provisions is not required to be verbatim but must be equal to or more favorable to the policyholder.** |  |  |
| Grace Period | RSA 415:6 I (3) | 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.* |  |  |
| Guaranteed Renewable and Noncancellable | Ins 6001.04 (c) and  (g) and Ins 6201.04 (a) | “Guarantee renewable”, “noncancellable”, or “noncancellable and guaranteed renewable” language may only be used in a policy if it complies with Policy Definition Requirements and Minimum Standards. |  |  |
| Incontestability/Time Limits | RSA 415:6 l (2) (a) | Does the Policy conform to time limitations for the carrier to challenge the validity of a policy?  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. (See statute for alternate provision) |  |  |
| Legal Action | RSA 415:6 l (11) | 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.* |  |  |
| Changes to Policy | RSA 415:6 l (1) | 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.* |  |  |
| Physical Examination and Autopsy | RSA 415:6 I (10) | 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.* |  |  |
| Refund upon Cancellation | RSA 415:6 I (14) | The unearned portion of the premium must be returned to the insured within 30 days. Cancellation shall be without prejudice to any claim originating prior to the effective date of the cancellation. |  |  |
| Reinstatement | RSA 415:6 I (4) | A provision regarding Reinstatement that complies with RSA 415:6 I (4). |  |  |
| **Individual Policies:**  Claims Standards |  |  |  |  |
| Notice of Claim | RSA 415:6 I (5) | A provision captioned Notice of Claim that complies with RSA 415:6 I (5). |  |  |
| Claim Forms | RSA 415:6 I (6) | A provision captioned Claim Forms that complies with RSA 415:6 I (6). |  |  |
| Proof of Loss | RSA 415:6 I (7) | A provision captioned Proof of Loss that complies with RSA 415:6 I (7). |  |  |
| Time of Claims Payment | RSA 415:6 I (8) &  (9) | A provision captioned Time of Claims Payment and Payment of Claims that complies with RSA 415:6 I (8) & (9). |  |  |
| Claim Settlement Standards | Ins 1001 | Policy language does not conflict with Claim Settlement Standards in Ins 1001. |  |  |
| Group Policy or Certificate: Required Provisions |  | **Policy/Certificate language implementing mandated provisions is not required to be verbatim but must be equal to or more favorable to the holders of such certificates and policyholders.** |  |  |
| Grace Period | RSA 415:18 I (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. |  |  |
| Declining to renew | RSA 415:18 I (e) | A provision stating the conditions under which the insurer may decline to renew the policy. Language must comply with Ins 401.08 (b) (8) and RSA 415:18-b.   * Basis for reason shall be stated in the group policy and be objective in nature, and * Declination of renewal may be defined for any reason except nonpayment of premiums. |  |  |
| Cancellation or Nonrenewal | RSA 415:18-b | 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. |  |  |
| Certificate Delivery | RSA 415.18 I (f) | A provision in the policy indicating a certificate will be issued for delivery to each member of the insured group, 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, including specification of any age related restrictions. |  |  |
| Incontestability | RSA 415:18 I (r) | 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. |  |  |
| Legal Action/Time Limits | RSA 415:18 l (n) | 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. |  |  |
| Changes to Policy | RSA 415:18 l (a) | Provisions 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; * No agent has authority to change the policy or to waive any of its provisions; and, * 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. |  |  |
| Physical Examination and Autopsy | RSA 415: 18 l (k) | 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. |  |  |
| Group Policy or Certificates: Claims Standards |  |  |  |  |
| Notice of Claim | RSA 415:18 l (h) | A provision that addresses written notice of injury that complies with RSA 415:18 l (h) and, if the claim is related to disability RSA 415:18 I (i). |  |  |
| Claims Payment | RSA 415:18 I (l) | 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. |  |  |
| Claim Forms | RSA 415:18 I (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. |  |  |
| Claim Settlement Standards | Ins 1001 | Policy language does not conflict with Claim Settlement Standards in Ins 1001. |  |  |

V. LIMITED BENEFIT REQUIREMENTS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | RULE/STATUTE REFERENCE | CONFIRM FORMS ADHERE TO THE FOLLOWING REQUIREMENTS | YES | N/A |
| Disclosures | Ins 401.04 (i) and  6201.05 (t) | Indicates "This is a Limited Policy - Read it Carefully" across the face and filing back, if any, of the policy in not less than 18-point outline type of contrasting color, not less than 24-point outline type of non-contrasting color diagonally, or not less than 24-point bold within a black border. |  |  |
| Individual Policies ONLY → | Ins 401.06 (b) (10) | The following provision shall appear in a conspicuous place on the face page of all individual accident and health policies: **"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."** |  |  |
|  | Ins 6201.05 (a) | All policies and certificates of ancillary health insurance, except for disability income protection, shall contain the following statement: **“This policy does not provide comprehensive health insurance coverage. It is not intended to satisfy the individual mandate of the Affordable Care Act (ACA) or provide the minimum essential coverage required by the ACA (often referred to as “Major Medical Coverage”). It does not provide coverage for hospital, medical, surgical, or major medical expenses.”** |  |  |
|  | Ins 6201.05 (b) | All applications for coverages specified in RSA 415-A:3, I(d), (h), (i), (j), and (k) shall contain a prominent statement by type, stamp, or other appropriate means in either contrasting color or in boldface type at least equal to the size type used for the headings or captions of sections of the application and in close conjunction with the applicant’s signature block on the application as follows: **“This [policy] [certificate] provides limited benefits. Review your [policy] [certificate] carefully.”** |  |  |
|  | Ins 6201.05 (q) | A limited benefit health policy or certificate 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 orcertificate 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.”;** |  |  |
| Similar Supplement Coverage | 45 C.F.R. § 146.145(b)(5)(i)(C) | If applicable, confirm coverage qualifies to be similar supplemental coverage:  Coverage must be specifically designed to fill gaps in the primary coverage. The preceding sentence is satisfied if the coverage is designed to fill gaps in cost sharing in the primary coverage, such as coinsurance or deductibles, or the coverage is designed to provide benefits for items and services not covered by the primary coverage and that are not essential health benefits (as defined under section 1302(b) of the Patient Protection and Affordable Care Act) in the State where the coverage is issued, or the coverage is designed to both fill such gaps in cost sharing under, and cover such benefits not covered by, the primary coverage. Similar supplemental coverage does not include coverage that becomes secondary or supplemental only under a coordination-of-benefits provision. |  |  |
| Outline of Coverage | Ins 6201.06 | Outline of Coverage specific sequence, see rule for details. |  |  |
| Disclosure | Ins 6201.06 (f) | OOC for persons eligible for Medicare must disclose on the first page: “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”. |  |  |

VI. COMMENTS: