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 4701 and 4702 - Travel – Blanket and Individual Health**](http://www.gencourt.state.nh.us/rules/state_agencies/ins4700.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 *– “Blanket Accident and Health” or “Individual Accident and Health Travel” Disclosure* | Ins 4701.08 (b) or Ins 4702.08 (b) | All applications for **blanket accident and health *and* Individual Accident and Health** coverage 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 applications and in close conjunction with the applicant’s signature block on the application which states: **“The coverage provided by this insurance is for travel expenses only. Review your Description of Coverage carefully.”**  |  |  |

IV. GENERAL HEALTH REQUIREMENTS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | RULE/STATUTE REFERENCE | CONFIRM FORMS ADHERE TO THE FOLLOWING REQUIREMENTS | YES | N/A |
| Ancillary Health Definitions |  |  |  |  |
| 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. |  |  |
| Ancillary Health: Rate filings | Ins 4106.03 (d) | Rate submissions complies with Ins 4100. |  |  |
| 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. |  |  |
| 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. |  |  |
| 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 Settlement Standards | Ins 1001 | Policy language does not conflict with Claim Settlement Standards in Ins 1001. |  |  |

V. TRAVEL INSURANCE: BLANKET ACCIDENT AND HEALTH and INDIVIDUAL ACCIDENT AND HEALTH REQUIREMENTS

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| --- | --- | --- | --- | --- |
|  | RULE/STATUTE REFERENCE | CONFIRM FORMS ADHERE TO THE FOLLOWING REQUIREMENTS | YES | N/A |
| Travel Insurance Definitions |  |  |  |  |
| Accident | Ins 4701.03 (a) or Ins 4702.03 (a) | “Accident” means any unforeseen or unplanned event or circumstance that results in injury and associated financial loss. The term includes “accidental” |  |  |
| Blanket accident and health travel insuranceIndividual Accident and Health Travel insurance | Ins 4701.03 (b)Ins 4702.03 (e) | Coverage providing for a loss incurred incidental to planned travel away from home or business not exceeding 12 months in duration, for either or both accidental loss of life, limb, and financial loss for medical care or treatment.Coverage providing for a loss incurred incidental to planned travel away from home or business, not exceeding 12 months in duration, for either or both accidental loss of life and limb, and financial loss for medical or dental treatment. |  |  |
| Covered personBlanket accident and health travel insuranceIndividual Accident and Health Travel Insurance | Ins 4701.03 (c) Ins 4702.03 (b) | An individual that is covered under a blanket accident and health travel insurance policy.An individual that is covered under an individual accident and health travel policy. |  |  |
| Description of coverageBlanket Accident and Health Travel insuranceIndividual Accident and Health Travel Insurance | Ins 4701.03 (d)Ins 4702.03 (c)  | A document that provides a brief description of the insurance coverage available under the policy and is issued to individual members of a group or organization covered under a blanket accident and health health travel insurance policy.A document that provides a brief description of the insurance coverage available under the policy and is issued to an individual covered under an individual accident and health travel policy. |  |  |
| Emergency | Ins 4701.03 (e) or Ins 4702.03 (d) | Health care or dental services that are provided to a covered individual after the sudden onset of a medical condition that manifest itself by symptoms of sufficient severity that the absence of immediate medical attention could be expected to result in any in any of the following:1) Serious jeopardy to the patient’s health2) Serious impairment to bodily functions or3) Serious dysfunction of any bodily organ or part |  |  |
| Sickness | Ins 4701.03 (h) or Ins 4702.03 (h) | Any affliction of the body which deprives it temporarily of the power to fulfill its usual functions |  |  |
| Filing Requirements |  |  |  |  |
|  | Ins 4701.05 (a) | Blanket accident and health travel insurance benefits shall be payable in connection with a covered trip, involving travel away from a covered individual's home or place of business for a specified time. |  |  |
|  | Ins 4701.05 (b) | Coverage may be issued to cover: (1) Domestic travel; (2) Foreign travel; or (3) Space travel. |  |  |
|  | Ins 4701.05 (c)  | Blanket accident and health travel insurance benefits shall: (1) Provide trip-based coverage; (2) Not constitute health coverage under RSA 420-G:2, IX.; (3) Not be considered creditable coverage under RSA 420-G:2,III.; (4) Not be reduced or modified based on receipt of any other income or any other benefits; (5) Not be reduced or modified based on receipt of any insurance coverage under the blanket accident and health travel insurance policy or any other insurance policy; (6) Provide for a pro rata refund of unearned premium upon cancellation of the policy; and (7) Provide primary coverage for all benefits payable under the policy |  |  |
|  | Ins 4701.05 (d) | Blanket travel health insurance benefits may: (1) Provide coverage for medical or dental expenses incurred while on a trip; (2) Require preauthorization; (3) Provide for insurer referrals to local healthcare providers upon the request of the insured; (4) Be indemnity or expense based coverage; or (5) Provide coverage, as set forth in the policy, for dependents or travel companions for claims incurred by them while on a covered trip |  |  |
|  | Ins 4701.05 (e) | The duration of the policy coverage shall not exceed the end of the scheduled period of a covered trip for any covered person, unless: (1) Arrival at the covered individual’s final destination occurs before the scheduled trip end date, in which case the coverage period may end at the time the individual arrives at the final destination; or (2) Arrival at the covered individual’s final destination is delayed for a covered reason, in which case the coverage period may be extended until the individual arrives at the final destination. |  |  |
| Disclosures |  |   |  |  |
| Blanket Accident and Health Travel Insurance ORIndividual Accident and Health Travel Insurance | Ins 4701.08 (a)Ins 4702.08 (a) | A statement shall be provided to an insured in prominent type in pre-purchase materials that clearly states that the coverage offered is for travel benefits only and that it is important for the insured to read the description of coverage carefully. |  |  |
| Policy and Certificate Description of Coverage:Blanket Accident and Health Travel Insurance OR Individual Accident and Health Travel Insurance” | Ins 4701.08 (c) Ins 4702.08 (c) | All blanket accident and health and individual accident and health travel insurance policies and certificates of coverage or descriptions of coverage that provide coverage of unexpected and emergency medical or dental care shall display prominently by type, stamp, or appropriate means on the first page of the description of coverage, 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 description of coverage, the following statement: “Notice to Buyer: This insurance provides travel coverage only and is a limited benefit for unexpected emergency medical or dental care. Where the purpose of your travel is to receive medical. Dental, or cosmetic care, coverage for that specific treatment is not provided.” |  |  |
| Minimum Standards |  |  |  |  |
|  | Ins 4701.06 (a) or Ins 4702.06 (a) | Accidental death benefits with a minimum death loss benefit of $10,000 |  |  |
|  | Ins 4701.06 (b) or Ins 4702.06 (b) | Dismemberment benefits with a minimum dismemberment benefit for each loss of $500 |  |  |
|  | Ins 4701.06 (c) or Ins 4702.06 (c) | Medical expense benefits with a minimum benefit of $10,000 per occurrence |  |  |
|  | Ins 4701.06 (d) or Ins 4702.06 (d) | Hospital confinement medical indemnity coverage with a minimum benefit of $100 per occurrence, per day for no less than 31 days |  |  |
|  | Ins 4701.06 (e) or Ins 4702.06 (e) | Non-hospital medical indemnity coverage with a minimum benefit of $25 per occurrence |  |  |
|  | Ins 4701.06 (f) or Ins 4702.06 (f) | Dental expense or dental indemnity coverage with a minimum benefit of $25 per occurrence |  |  |
| Permitted Policy Provisions and Exclusions |  |  |  |  |
|  | Ins 4701.07 (a) (1-13) or Ins 4702.07 (a) (1-13)  |  Confirm compliance with the prohibited policy provisions referenced here. |  |  |
|  | Ins 4701.07 (b) or Ins 4702.07(b)  | Blanket and individual accident and health travel insurance coverage written under this part shall not limit or exclude coverage except where arising out of or related to any of the following: |  |  |
|  | Ins 4701.07 (b)(1) or Ins 4702.07(b) (1)  | Mental Illness |  |  |
|  | Ins 4701.07 (b)(2) or Ins 4702.07 (b) (2) | Operating a motor vehicle while intoxicated |  |  |
|  | Ins 4701.07 (b)(3) or Ins 4702.07 (b)(3) | 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 itb. Suicide, attempted suicide or intentionally self-inflicted injury, whether the insured is sane or insanec. Aviation, except as a fare-paying passenger |  |  |
|  | Ins 4701.07 (b)(4) or Ins 4702.07 (b)(4) | Participation in high-risk sports or activities, including technical rock climbing, professional sports, aerial acrobatic sports, skydiving, caving, scuba diving at depths greater than 100 feet, or other extreme sports or activities |  |  |
|  | Ins 4701.07 (b)(5) or Ins 4702.07 (b)(5) | Financial loss for planned medical, dental, or cosmetic care or treatment when the purpose of the trip is to receive such medical, dental, or cosmetic care or treatment |  |  |
|  | Ins 4701.07 (b)(6) or Ins 4702.07 (b)(6) | Travel to or through a country that is, at the time of insurance purchase, under or subject to a travel warning, advisory, or restriction issued by the United State Department of State where the loss is directly or indirectly related to the conditions that caused the travel warning, advisory, or restriction to be issued |  |  |
|  | Ins 4701.07 (b)(7) or Ins 4702.07 (b)(7) | A circumstance where the issuance of coverage or provision of payment of benefits would violate any applicable law, including without limitation any United State economic or trade sanctions. |  |  |
| Description of Coverage |  |  |  |  |
| Blanket Accident and Health Travel Insurance | Ins 4701.09 (a) | A heading included at the top of the certificate or description that contains the company name and the following text:[COMPANY NAME]BLANKET TRAVEL HEALTH INSURANCE COVERAGEDescription of Coverage/Certificate of Coverage |  |  |
| Blanket Accident and Health Travel Insurance | Ins 4701.09 (b) | The statement: “it is important that you understand the provisions and exclusions that are included in your blanket travel health coverage policy.” |  |  |
| Individual Accident and Health Travel Insurance | Ins 4702.09 (a) | A heading at the top of the certificate containing the company name and the following text:[COMPANY NAME]TRAVEL INSURANCE COVERAGEDescription of Coverage |  |  |
| Individual Accident and Health Travel Insurance | Ins 4702.09 (b) | The statement: “it is important that the insured understands the provisions and exclusions included within the individual accident and health travel insurance policy” |  |  |
| Blanket OR Individual Accident and Health Travel Insurance | Ins 4701.09 (c) or Ins 4702.09 (c)  | A specific description of all the benefits contained in the policy and the benefit amounts for all coverage provided |  |  |
| Blanket OR Individual Accident and Health Travel Insurance | Ins 4701.09 (d) or Ins 4702.09 (d) | A specific description of any policy provisions that exclude, eliminate, restrict, reduce, limit, delay, or in any other manner operate to qualify payment of the benefits contained in the policy |  |  |
| Blanket OR Individual Accident and Health Travel Insurance | Ins 4701.09 (e) or Ins 4702.09 (e) | The company claim contact information, the name and address of the company, and a toll-free telephone number which shall be prominently displayed. |  |  |

VI. COMMENTS: