

Readopt with amendment Ins 4701.01 – Ins 4701.07, effective 11-3-14 (Document #10681), cited and to read as follows:

CHAPTER Ins 4700 TRAVEL INSURANCE

Statutory Authority: RSA 400-A:15, I; ***RSA 402-L***

PART Ins 4701 BLANKET ***AND GROUP*** ACCIDENT AND HEALTH TRAVEL INSURANCE

Ins 4701.01 Purpose. The purpose of this part is to implement the provisions of ***RSA 402-L and RSA 415:18, I-a. (e)*** to standardize and simplify the terms and provisions of blanket ***and group*** accident and health travel insurance policies covering [~~unforeseen~~] accidental death and dismemberment, [~~and~~] any financial loss incurred for medical and dental care, ***and disability*** while on a planned trip away from an individual's home or ***usual*** place of work [~~not exceeding~~] ***for trips lasting less than*** 12 months in duration, and to establish standards for the commissioner's approval of forms and rates under RSA 415:1 and RSA [~~415-A~~]***402-L:5, II.***

Ins 4701.02 Applicability and Scope.

(a) This part shall apply to all blanket ***and group*** accident and health travel insurance policies delivered or issued for delivery in this state on or after the effective date of this part. Blanket ***and group*** accident and health travel insurance policies that meet the provisions of this part shall not be regulated as major medical coverage as set forth under RSA 420-G.

(b) Blanket ***and group*** accident and health travel insurance policies issued under Ins 4701 may be written independently or in combination with personal inland marine travel insurance coverage.

(c) When a blanket ***and group*** accident and health travel insurance policy is written in combination with personal inland marine travel insurance coverage:

- (1) A separate property and casualty filing shall be required for review and approval of the personal inland marine travel insurance coverage;
- (2) The property and casualty provisions of the policy shall meet the requirements of Ins 4703; and
- (3) The accident and health provisions of the policy shall meet the requirements of Ins 4701.

Ins 4701.03 Definitions. For the purposes of blanket ***and group*** accident and health travel insurance policies:

(a) "Accident" means any unforeseen or unplanned event or circumstance that results in injury and associated financial loss. The term includes "accidental;"

~~[(b) "Blanket accident and health travel insurance" means 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. Blanket accident and health travel insurance does not include personal inland marine travel insurance coverage except as permitted in Ins 4701.02(e);]~~

~~[(e)]~~ (b) "Covered person" means an individual that is covered under a blanket ***or group*** accident and health travel insurance policy. The term includes "covered individual;"

~~[(d)]~~ (c) "Description of coverage" means 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 that are

covered under a blanket *or group* accident and health travel insurance policy[.]; ~~[The term includes “certificate of coverage;”]~~

~~[(e) “Emergency” means health care or dental services that are provided to a covered individual after the sudden onset of a medical condition that manifests itself by symptoms of sufficient severity that the absence of immediate medical attention could be expected to result in any of the following:~~

- ~~(1) Serious jeopardy to the patient's health;~~
- ~~(2) Serious impairment to bodily functions; or~~
- ~~(3) Serious dysfunction of any bodily organ or part;~~

~~[(f)] (d) “Personal inland marine travel insurance” means coverage [for financial loss due to trip cancellation or trip interruption, property damage in connection with such planned travel, or other similar financial loss that occurs incidental to planned travel away from home or business] as defined in Ins 4703.03(c);~~

~~[(g)] (e) “Policyholder” means the [employer, travel agency or other group as described in RSA 415:18, I-a.] agency, organization, or eligible group as described in RSA 402-L:2, VII, in whose name the policy is issued and held; and~~

~~[(h)] (f) “Sickness” means any affliction of the body which deprives it temporarily of the power to fulfill its usual functions.~~

Ins 4701.04 Filing Requirements. No policy or certificate of coverage or description of coverage of blanket *or group* accident and health travel insurance shall be issued or delivered to any person or entity in this state, nor shall any application, rider or endorsement be used in connection therewith, until a copy of the policy form, description of coverage form, and premium rates have been filed with and approved by the commissioner [pursuant to the provisions of RSA 415:1].

Ins 4701.05 Coverage Filing Requirements.

(a) Blanket *and group* 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 *usual* place of business for a specified time.

(b) Coverage may be issued to cover *foreign and domestic travel*.[:

- ~~(1) Domestic travel;~~
- ~~(2) Foreign travel; or~~
- ~~(3) Space travel.~~

~~(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.]~~

~~[(d)] (c) Blanket *and group* travel health insurance [benefits] may *provide coverage, as set forth in the policy, for dependents or travel companions for claims incurred by them while on a covered trip.* [;~~

~~(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.]~~

~~[(e)] (d) 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.~~

Ins 4701.06 ***Policy and Minimum Benefit Requirements.***

~~(a) [Any benefit included under a]When the blanket *or group* accident and health travel insurance policy *provides any of the following benefits, it* shall meet the [following] applicable minimum [coverage]benefit [requirement] standard[s] *per covered person:*~~

~~[(a)] (1) Accidental death benefits with a minimum death loss benefit of \$10,000;~~

~~[(b)] (2) Dismemberment benefits with a minimum [dismemberment benefit for each loss of \$500] *benefit amount of \$2,500 per limb and \$1,000 per digit;*~~

~~[(c)] (3) Medical expense benefits with a minimum benefit of \$10,000 per occurrence; *and*~~

~~[(d) Hospital confinement medical indemnity coverage with a minimum benefit of \$100 per occurrence, per day for not less than 31 days;]~~

~~(4) *Disability benefits with a minimum of 4 weeks of periodic income benefits for total disability.*~~

~~(e) Non hospital medical indemnity coverage with a minimum benefit of \$25 per occurrence; and~~

~~(f) Dental expense or dental indemnity coverage with a minimum benefit of \$25 per occurrence.]~~

~~(b) *Policies shall provide for a pro rata refund of unearned premium upon cancellation of the policy.*~~

(c) Policies shall provide primary coverage for all benefits payable under the policy.

(d) Policies providing disability benefits shall:

- (1) Include a definition for total disability that complies with Ins 6205.02;*
- (2) If offered, comply with definitions of part-time or other levels of disability benefits in Ins 6205.02;*
- (3) Clearly identify the various income sources or components that are considered earnings;*
- (4) Clearly explain the calculation of pre-disability earnings and benefit amounts;*
- (5) Include a detailed explanation of how claims are administered; and*
- (6) Limit any reduction in benefits, if any, to those permitted in Ins 6205.05(c).*

Ins 4701.07 Prohibited Policy Provisions, Exclusions and Limitations.

(a) ~~[A]~~ ~~[b]~~ Blanket **and** accident and health travel insurance ~~[policy]~~ **policies** shall not contain provisions that:

- (1) Guarantee policy renewal;
- ~~[(2) Provide coverage for a trip that exceeds 12 months;]~~
- ~~[(3)]~~ (2) Apply preexisting condition exclusions or limitations;
- ~~[(4)]~~ (3) Charge deductibles or co-pays;
- ~~[(5)]~~ (4) Provide that the coverage under the policy shall be excess coverage;
- ~~[(6)]~~ (5) Contain coordination of benefits language;
- ~~[(7)]~~ (6) Require a waiting or probationary period for coverage;
- ~~[(8)]~~ (7) Charge a penalty or administrative fee for trip cancellation or early termination by the policyholder, its affiliates, or the covered individual;
- ~~[(9)]~~ (8) Retain unearned premium payments when a trip is cancelled or terminated by the policyholder, or its affiliates;
- ~~[(10)]~~ (9) Exclude recreational activities associated with travel and vacationing, except for high-risk sports or activities as set forth in (b)(4);
- ~~[(11)]~~ (10) Use words such as “violent,” “external,” “visible wounds” or similar words of description or characterization to describe accidental injury or accidental means and to limit coverage; ~~[(11)]~~
- ~~[(12)]~~ (11) Define sickness to be more restrictive than the definition of sickness in this part; ~~[(12)]~~
- (12) Reduce coverage based on the age of the insured[-]; **and**
- (13) Reduce or modify indemnity-based benefits based on receipt of any insurance coverage under the blanket or group accident and health travel insurance policy or any other insurance policy.**

(b) Blanket *and group* 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:

- (1) Mental ~~[illness]~~ *or emotional disorders and substance misuse disorders*;
- (2) ~~[Operating a motor vehicle while intoxicated]~~ *Driving under the influence of alcohol, or drugs, or any combination thereof*;
- (3) ~~[H]~~ *Sickness, treatment or medical condition arising out of:*
 - a. War or act of war whether declared or undeclared, participation in a felony, riot or insurrections, or service in the armed forces or units auxiliary to it;
 - b. Suicide, attempted suicide, or intentionally self-inflicted injury whether the insured is sane or insane; or
 - c. Aviation, except as a fare-paying passenger;
- (4) Participation in high-risk sports or activities including technical rock climbing, professional sports, aerial acrobatic sports, skydiving, caving, scuba diving at depth greater than 100 feet, or other extreme sports or activities;
- (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;
- (6) Travel to or through a country that is, at the time of insurance purchase, under or subject to travel warning, advisory, or restriction issued by the United States 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; or
- (7) A circumstance where the issuance of coverage or provision of payment of benefits would violate any applicable law, including without limitation to any United States economic or trade sanctions.

Repeal Ins 4701.08, effective 11-3-14 (Document #10681), as amended effective 12-3-18 (Document #12686), as follows:

~~[Ins 4701.08 Disclosures:~~

~~(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.~~

~~— (b) All applications for blanket travel health insurance 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.”~~

~~— (c) All blanket 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 other 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 headings or captions of sections in 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.”~~

Readopt with amendment and renumber Ins 4701.09 and Ins 4701.10, effective 11-3-14 (Document #10681), as Ins 4701.08 and Ins 4701.09 to read as follows:

Ins 4701.0[9]8 Description of Coverage. A certificate of coverage or description of coverage form shall be provided to all covered persons containing the following information:

(a) A heading included at the top of the certificate or description that contains the company name and the following text:

“[COMPANY NAME]

BLANKET AND GROUP TRAVEL HEALTH INSURANCE COVERAGE

Description of Coverage[/~~Certificate of Coverage~~]”

(b) The statement: “It is important that you understand the provisions and exclusions that are included in your blanket travel health coverage policy;”

(c) A specific description of all the benefits contained in the policy and the benefit amounts for all coverage provided;

(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; and

(e) The company claim contact information, the name and address of the insurance company, and a toll-free telephone number which shall be prominently displayed.

Ins 4701.[40]09 Claim Settlement. Blanket *and group* accident and health travel insurance claims shall be subject to Ins 1001 on claim settlements.

Repeal Ins 4701.11, effective 11-3-14 (Document #10681), as follows:

~~[Ins 4701.11 Advertisements of Insurance. Blanket travel health insurance shall be subject to the advertising provisions of Ins 2601.]~~

Readopt with amendment Ins 4702.01, effective 11-3-14 (Document #10681), cited and to read as follows:

PART Ins 4702 INDIVIDUAL ACCIDENT AND HEALTH TRAVEL INSURANCE

Ins 4702.01 Purpose. The purpose of this part is to implement the provisions of *RSA 402-L and RSA 415:6* to standardize and simplify the terms and provisions of individual accident and health travel insurance policies covering [~~unforeseen~~] accidental death and dismemberment, and financial loss incurred for medical and dental care while on a planned trip away from an individual's home or *usual* place of work [~~not exceeding~~] *for trips lasting less than* 12 months in duration, and to establish standards for the commissioner’s approval of forms and rates under RSA 415:1.

Readopt Ins 4702.02, effective 11-3-14 (Document #10681), to read as follows:

Ins 4702.02 Applicability and Scope.

(a) This part shall apply to all individual accident and health travel insurance policies delivered or issued for delivery in this state on or after the effective date of this part. Individual accident and health travel insurance policies that meet the provisions of this part shall not be regulated as major medical coverage as set forth under RSA 420-G.

(b) Individual accident and health travel insurance policies issued under Ins 4702 may be written independently or in combination with personal inland marine travel insurance coverage.

(c) When an individual accident and health travel insurance policy is written in combination with personal inland marine travel insurance coverage:

- (1) A separate property and casualty filing shall be required for review and approval of the personal inland marine travel insurance coverage;
- (2) The property and casualty provisions of the policy shall meet the requirements of Ins 4703; and
- (3) The accident and health provisions of the policy shall meet the requirements of Ins 4702.

Readopt with amendment Ins 4702.03-Ins 4702.07, effective 11-3-14 (Document #10681), to read as follows:

Ins 4702.03 Definitions. For the purposes of this part:

(a) "Accident" means any unforeseen or unplanned event or circumstance that results in injury and associated financial loss. The term includes "accidental;"

(b) "Covered person" means an individual that is covered under an individual accident and health travel insurance policy. The term includes "covered individual;"

(c) "Description of coverage" means 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 insurance policy;

~~[(d) "Emergency" means health care or dental services that are provided to a covered individual after the sudden onset of a medical condition that manifests itself by symptoms of sufficient severity that the absence of immediate medical attention could be expected to result in any of the following:~~

- ~~(1) Serious jeopardy to the patient's health;~~
- ~~(2) Serious impairment to bodily functions; or~~
- ~~(3) Serious dysfunction of any bodily organ or part;]~~

~~[(e)] (d) "Individual accident and health travel insurance" means coverage providing for a loss incurred incidental to planned travel away from home or business, [not exceeding]for less than 12 months in duration, for sickness, accident, disability, or death occurring during travel [either or both accidental loss of life and limb, and financial loss for medical care or dental treatment]. Individual accident and health travel insurance does not include personal inland marine travel insurance coverage except as permitted in this part;~~

~~[(f)] (e) "Personal inland marine travel insurance" means coverage [for financial loss due to trip cancellation or trip interruption, property damage in connection with such planned travel, or other similar financial loss that occurs incidental to planned travel away from home or business]as defined in Ins 4703.03(c);~~

~~[(g)]~~ (f) "Policyholder" means the individual in whose name the policy is issued and held; and

~~[(h)]~~ (g) "Sickness" means any affliction of the body which deprives it temporarily of the power to fulfill its usual functions.

Ins 4702.04 Filing Requirements. No policy of individual accident and health travel insurance shall be issued or delivered to any person or entity in this state, nor shall any application, rider or endorsement be used in connection therewith until a copy of the policy form, description of coverage form and premium rates, have been filed with and approved by the commissioner [~~pursuant to the provisions of RSA 415:1~~].

Ins 4702.05 Coverage Filing Requirements.

(a) Individual 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 *usual* place of business for a specified time.

(b) Coverage may be issued to cover *foreign and domestic travel*. [:

~~(1) Domestic travel;~~

~~(2) Foreign travel; or~~

~~(3) Space travel.~~

~~(c) Individual 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 individual 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.~~

~~[(e)]~~ (c) Individual accident and health travel insurance [benefits] may *provide coverage, as set forth in the policy, for dependents or travel companions for claims incurred by them while on a covered trip*. [:

~~(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.]~~

~~[(f)]~~ (d) 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.

Ins 4702.06 **Policy and Minimum Benefit Requirements.**

(a) ~~[Any benefit included under an]~~ ***When the*** individual accident and health travel insurance policy ***provides any of the following benefits, it*** shall meet the ~~[following]~~ applicable minimum ~~[coverage]~~ ***benefit*** ~~[requirement]~~ standard[s] ***per covered person:***

- ~~[(a)]~~ (1) Accidental death benefits with a minimum death loss benefit of \$10,000;
- ~~[(b)]~~ (2) Dismemberment benefits with a minimum ~~[disbursement benefit for each loss of \$500]~~ ***benefit amount of \$2,500 per limb and \$1,000 per digit;***
- ~~[(c)]~~ (3) Medical expense benefits with a minimum benefit of \$10,000 per occurrence; ***and***
- ~~[(d)]~~ Hospital confinement medical indemnity coverage with a minimum benefit of \$100 per occurrence, per day for no less than 31 days;
- (4) Disability benefits with a minimum of 4 weeks of periodic income benefits for total disability.***

~~[(e)]~~ Non-hospital medical indemnity coverage with a minimum benefit of \$25 per occurrence; and

~~[(f)]~~ Dental expense or dental indemnity coverage with a minimum benefit of \$25 per occurrence.]

(b) Policies shall provide for a pro rata refund of unearned premium upon cancellation of the policy.

(c) Policies shall provide primary coverage for all benefits payable under the policy.

(d) Policies providing disability benefits shall:

- (1) Include a definition for total disability that complies with Ins 6205.02;***
- (2) If offered, comply with definitions of part-time and other levels of disability benefits in Ins 6205.02;***
- (3) Clearly identify the various income sources or components that are considered earnings;***
- (4) Clearly explain the calculation of pre-disability earnings and benefit amounts;***
- (5) Include a detailed explanation of how claims are administered; and***
- (6) Limit any reduction in benefits, if any, to those permitted in Ins 6205.04(e).***

Ins 4702.07 **Prohibited Policy Provisions, Exclusions and Limitations.**

(a) An individual accident and health travel insurance policy shall not contain provisions that:

- (1) Guarantee policy renewal;
- ~~[(2)]~~ Provide coverage for a trip that exceeds 12 months except as provided in this part;]

- ~~[(3)]~~ (2) Apply preexisting condition exclusions or limitations;
- ~~[(4)]~~ (3) Charge deductibles or co-pays;
- ~~[(5)]~~ (4) Provide that coverage under the policy shall be excess coverage;
- ~~[(6)]~~ (5) Contain coordination of benefit language;
- ~~[(7)]~~ (6) Require a waiting or probationary period for coverage;
- ~~[(8)]~~ (7) Charge a penalty or administrative fee for trip cancellation or early termination by the policyholder, its affiliates, or the covered individual;
- ~~[(9)]~~ (8) Exclude recreational activities associated with travel and vacationing, except for high-risk sports or activities as set forth in Ins 4702.07 (b)(4);
- ~~[(10)]~~ (9) Use words such as "violent," "external," "visible wounds" or similar words of description or characterization to describe accidental injury or accidental means and to limit coverage; ~~[(10)]~~
- ~~[(11)]~~ (10) Define sickness to be more restrictive than the definition of sickness in this part; ~~[(11)]~~
- ~~[(12)]~~ (11) Reduce coverage based on the age of the insured~~[-]~~; **and**
- (12) Reduce or modify indemnity-based benefits based on receipt of any insurance coverage under the blanket or group accident and health travel insurance policy or any other insurance policy.**

(b) An individual accident and health insurance travel policy that includes health insurance shall not limit or exclude coverage except when arising out of or related to any of the following:

- (1) Mental ~~[illness]~~ **or emotional disorders and substance misuse disorders;**
- (2) ~~[Operating a motor vehicle while intoxicated]~~ **Driving under the influence of alcohol, drugs, or any combination thereof;**
- (3) ~~[Ill]~~ **Sickness, 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, attempted suicide or intentionally self-inflicted injury, whether the insured is sane or insane; or
 - c. Aviation, except as a fare-paying passenger;
- (4) Participation in high-risk sports or activities, including technical rock climbing, professional sports, aerial acrobatic sports, skydiving, caving, scuba diving at depth greater than 100 feet, or other extreme sports or activities;
- (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;
- (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 States 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; or

(7) A circumstance where the issuance of coverage or provision of payment of benefits would violate any applicable law, including without limitation any United States economic or trade sanctions.

Repeal Ins 4702.08, effective 11-3-14 (Document #10681), as amended effective 12-3-18 (Document #12686), as follows:

~~Ins 4702.08 Disclosures.~~

~~(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.~~

~~(b) All applications for individual accident and health travel insurance 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 benefits only. Review your Description of Coverage carefully.”~~

~~(c) All individual accident and health travel insurance policies and descriptions of coverage that provide coverage of unexpected and emergency medical or dental care shall display prominently by type, stamp, or other 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 headings or captions of sections in 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.”~~

Readopt with amendment and renumber Ins 4702.09, effective 11-3-14 (Document #10681), as Ins 4702.08 to read as follows:

Ins 4702.0[9]8 Description of Coverage. A description of coverage form shall be provided to all covered persons containing the following information:

(a) A heading at the top of the certificate containing the company name and the following text:

“[COMPANY NAME]

TRAVEL INSURANCE COVERAGE

Description of Coverage”

(b) The statement: “It is important that the insured understands the provisions and exclusions included within the individual accident and health travel insurance policy;”

(c) A specific description of all the benefits contained in the policy and the benefit amounts for all coverage provided;

(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; and

(e) The company claim contact information, the name and address of the company, and a toll-free telephone number which shall be prominently displayed.

Readopt and renumber Ins 4702.10, effective 11-3-14 (Document #10681), as Ins 4702.09 to read as follows:

Ins 4702.~~10~~**09** Claim Settlement. Individual accident and health travel insurance claims shall be subject to Ins 1001 on claim settlements.

Repeal Ins 4702.11, effective 11-3-14 (Document #10681), as follows:

~~[Ins 4702.11 Advertisements of Insurance. Individual accident and health travel insurance shall be subject to the advertising provisions of Ins 2601.]~~

Readopt with amendment Ins 4703.01-Ins 4703.07, effective 11-3-14 (Document #10681), cited and to read as follows:

PART Ins 4703 PERSONAL INLAND MARINE TRAVEL INSURANCE

Ins 4703.01 Purpose. The purpose of this part is to implement the provisions of **RSA 402-L and RSA 412:2** to standardize and simplify the terms and provisions of blanket, group, or individual personal inland marine travel insurance policies covering personal risks incidental to planned travel ~~[not exceeding]~~**for trips lasting less than** 12 months in duration, and to establish standards for the commissioner's approval of forms and rates under RSA 412:5, 412:15, 412:16, ~~[and]~~ 412:19, **and** ~~[or other provisions of]~~ RSA 415:1 and RSA 415-A governing forms and rates.

Ins 4703.02 Applicability and Scope.

(a) This part shall apply to all blanket, group or individual inland marine travel insurance policies delivered or issued for delivery in this state on or after the effective date of this part.

(b) ~~[Except as specifically set forth in this part]~~ **[i]** Inland marine travel insurance, as defined in Ins 4703.03 ~~[(d)]~~**(c)**, shall constitute a line of personal inland marine insurance and shall be filed and regulated as such.

(c) An inland marine travel insurance policy may include coverage for accidental death and dismemberment, ~~[and emergency medical and dental care]~~**sickness and accident medical care, and disability** if this coverage does not exceed the limits set forth in Ins 4703.06 (d).

(d) When an inland marine travel insurance policy includes coverage for accidental death and dismemberment and emergency medical and dental care that does not exceed the limits of Ins 4703.06 (d), no separate accident and health filing shall be required and such coverage:

(1) Shall be treated as short-term or incidental coverage to property and casualty coverages; and

(2) Shall not be subject to RSA 415, RSA 415-A, or RSA 420-G.

(e) When an inland marine travel insurance policy is written in combination with coverage for accidental death and dismemberment, ~~[and emergency medical and dental care coverage]~~ **sickness and accident medical care, and disability** that exceeds the limits set forth in Ins 4703.06 (d), the insurer shall file a separate accident and health filing meeting the requirements of either Ins 4701 or Ins 4702.

Ins 4703.03 Definitions. For the purposes of this part:

(a) "Covered person" means an individual that is covered under an inland marine travel insurance policy. The term includes "covered individual;"

(b) "Description of coverage" means a document that provides a brief description of the insurance coverage available under the policy and is issued to an individual policyholder or members of a group or organization that are covered under a blanket or group personal inland marine travel insurance policy. The term includes "certificate of coverage;"

~~[(c) "Emergency" means health care or dental services that are provided to a covered individual after the sudden onset of a medical condition that manifests itself by symptoms of sufficient severity that the absence of immediate medical attention could be expected to result in any of the following:~~

~~(1) Serious jeopardy to the patient's health;~~

~~(2) Serious impairment to bodily functions; or~~

~~(3) Serious dysfunction of any bodily organ or part;]~~

~~[(d)] (c) "Personal inland marine travel insurance" means coverage for personal loss that occurs incidental to planned travel away from home or business as described in this part. The term includes "inland marine travel insurance;" and~~

~~[(e)] (d) "Policyholder" means the individual, [or the employer,] travel agency, **organization**, or other **eligible** group as described in RSA 402-L:2, VII, in whose name the policy is issued and held.~~

Ins 4703.04 Filing Requirements. ~~[No policy or description of coverage form of travel insurance shall be issued or delivered to any person or entity in this state, nor shall any application, rider or endorsement be used in connection therewith until a copy of the policy forms, description of coverage form, and premium rates have been filed with and approved by the commissioner pursuant to]~~ **Forms and rates shall be filed consistent with** RSA 412.

Ins 4703.05 Coverage Filing Requirements.

(a) Inland marine travel insurance ~~[benefits]~~ shall be payable in connection with a covered trip, involving:

(1) Travel away from a covered individual's home for a specified time; or

(2) Travel away from a covered individual's place of business for a specified time.

(b) Coverage may be issued to cover **foreign and domestic travel**.~~[:~~

~~(1) Domestic travel;~~

~~(2) Foreign travel; or~~

~~(3) Space travel.]~~

(c) The duration of the policy coverage shall not exceed the end of the scheduled period of a covered trip as provided during the individual's insurance application process, including any revisions to such period prior to the date of departure 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 his or her 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; and

(d) The policy may be issued based upon the duration of the trip or may be issued on a monthly or annual basis, so long as coverage is only applicable to losses occurring on a covered trip.

(e) Coverage for dependents or travel companions shall be allowed so long as the coverage is defined and covers only individuals traveling on a covered trip.

(f) Inland marine travel insurance [~~benefits~~] may provide coverage for any or all of the following:

(1) Interruption, delay or cancellation of trip or event;

(2) Loss or delay of baggage or personal effects [~~incidental to planned travel~~];

(3) [~~Incidental emergency medical or dental expenses incurred while on a covered trip~~]**Damages to accommodations or rental vehicles;**

(4) [~~Accidental loss of life or limb incurred while on a covered trip; or~~]**Emergency evacuation;**

(5) [~~Other travel related expenses.~~]**Repatriation of remains;**

(6) **Sickness, accident, disability or death; or**

(7) **Any other contractual obligations to indemnify or pay a specified amount to the travel upon determinable contingencies related to travel as approved by the commissioner.**

~~[(g) Inland marine travel insurance may be indemnity or expense based coverage.]~~

~~[(h) Indemnity insurance within an inland marine travel insurance policy shall not be reduced or modified based on other coverage available within the travel policy or any other coverage under an insurance policy; provided that, nothing contained in the foregoing shall require an insurer to reimburse a covered individual in an amount greater than that covered individual's actual loss.]~~

~~[(i) (g) Indemnity insurance within an inland marine travel policy shall not be reduced or modified based on receipt of any other income or any other benefits other than refunds, reimbursements, credits, or vouchers for travel made available to the insured from the insured's travel agent, travel carrier, or other travel service provider provided that, nothing contained in the foregoing shall require an insurer to reimburse a covered individual in an amount greater than that covered individual's actual loss.]~~

~~[(j) Inland marine travel insurance policies may require preauthorization and provide referrals to local healthcare providers.]~~

Ins 4703.06 [~~Minimum~~] **Policy and Minimum Benefit Requirements.** Inland marine travel insurance coverage shall:

(a) Conform to the policy cancellation requirements of **RSA 402-L:7, III(c) and** RSA 417-B;

(b) Provide valuation of lost or damaged personal or business personal property on either an actual cash value basis or based on the cost to repair or replace the property;

(c) For inland marine travel insurance policies that include coverage for lost or damaged personal or business property, provide a minimum coverage limit for such lost or damaged property of at least \$500;

(d) For inland marine travel insurance policies that include coverage for ~~[emergency medical and dental benefits]~~ **sickness and accident medical care, accidental death and dismemberment, and disability**, provide such coverage with limits not exceeding \$50,000 in aggregate, exclusive of the costs of any medical transportation necessary to address ~~[a medical or dental emergency]~~ **sickness or accident medical care**;

(e) For inland marine travel insurance policies that include trip cancellation or trip interruption benefits, provide reimbursement up to the coverage limit of the policy for the lesser of:

- (1) The actual cost of the insured fare; or
- (2) The actual loss incurred by the policyholder or covered individual, inclusive of any refunds received or credits toward future travel; and

(f) Provide to the consumer access to a toll free telephone number, staffed by the insurer 7 days a week, 24 hours a day, and prominently display this toll free number in the policy.

Ins 4703.07 Prohibited Policy Provisions, Exclusions and Limitations. An inland marine travel insurance policy shall not contain provisions that:

(a) Guarantee policy renewal;

~~[(b) Provide coverage under the policy for a trip that exceeds 12 months in duration, except as authorized in this part;]~~

~~[(e)] (b)~~ Charge a penalty or administrative fee for trip cancellation by the covered individual;

~~[(d)] (c)~~ Retain unearned premium payments when the trip is cancelled or terminated by the group policyholder or its affiliates; or

~~[(e)] (d)~~ Reduce coverage based on the age of the insured.

Repeal Ins 4703.08, effective 11-3-14 (Document #10681), as amended effective 12-3-18 (Document #12686), as follows:

~~[Ins 4703.08 Disclosures.~~

~~(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.~~

~~(b) All applications 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 to the applicant's signature block on the application which states:~~

~~“The coverage provided by this insurance is for travel benefits only. Review your Description of Coverage carefully.”~~

~~(c) All inland marine 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 other appropriate means on the first page of the policy or description of coverage, in either contrasting~~

color or in boldface type at least equal to the size type used for headings or captions of sections in the form, 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.”~~

Readopt with amendment and renumber Ins 4703.09, effective 11-3-14 (Document #10681), as Ins 4703.08 to read as follows:

Ins 4703.0[9]8 Description of Coverage. A certificate of coverage or description of coverage form shall be provided to all covered persons containing each item prescribed below:

(a) A heading shall be included at the top of the certificate that contains the company name and the following text:

“[COMPANY NAME]

TRAVEL INSURANCE COVERAGE

Description of Coverage~~[/Certificate of Coverage]~~”

(b) The statement: “It is important that you understand the provisions and exclusions that are included in your travel insurance plan;”

(c) A specific description of all the benefits contained in the policy and the benefit amounts for all coverage provided;

(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; and

(e) The company claim contact information, the name and address of the company and a toll-free telephone number all prominently displayed.

Readopt and renumber Ins 4703.10, effective 11-3-14 (Document #10681), as Ins 4703.09 to read as follows:

Ins 4703.[40]09 Claim Settlement. Personal inland marine travel insurance claims shall be subject to Ins 1002 on claim settlements.

Repeal Ins 4703.11, effective 11-3-14 (Document #10681), as follows:

~~[Ins 4703.11 Advertisements of Insurance. Personal inland marine travel insurance shall be subject to the advertising provisions of Ins 2601.]~~

Readopt with amendment Ins 4704.01, effective 12-3-18 (Document #12686), cited and to read as follows:

PART Ins 4704 WAIVER OF RULES

Ins 4704.01 Waiver of Rules.

(a) The commissioner, upon the commissioner’s own initiative or upon request by an insurer, shall waive any requirement of this chapter if such waiver does not contradict the objective or intent of the rule and:

- (1) Applying the rule provision would cause confusion or would be misleading to consumers;
- (2) The rule provision is in whole or in part inapplicable to the given circumstances;
- (3) There are specific circumstances unique to the situation such that strict compliance with the rule would be onerous without promoting the objective or intent of the rule provision; or
- (4) Any other similar extenuating circumstances exist such that application of an alternative standard or procedure better promotes the objective or intent of the rule provision.
- (b) No requirement prescribed by statute shall be waived unless expressly authorized by law.
- (c) Any person or entity seeking a waiver shall make a request in writing *to the commissioner*.
- (d) A request for a waiver shall specify the basis for the waiver and proposed alternative, if any.
- (e) Waivers that are granted shall be in effect for the period of time requested and approved by the commissioner.*

APPENDIX

Rule	Specific State Statute the Rule Implements
Ins 4701.01	RSA 400-A:15, I; 402-L; 415:1; 415:2; 415:18
Ins 4701.02	RSA 400-A:15, I; 415:5; 415:18
Ins 4701.03	RSA 400-A:15, I; 402-L:2, VII; 415:1; 415:2; 415:18
Ins 4701.04	RSA 400-A:15, I, 402-L:5, II; 415:1
Ins 4701.05	RSA 400-A:15, I; 402-L:2; 415:1; 415:2; 415:18
Ins 4701.06	RSA 400-A:15, I; 402-L:2; 415:18; 415-A:2; 415-A:3; 415-A:4
Ins 4701.07	RSA 400-A:15, I; 415:18; 415-A:2; 415-A:3; 415-A:4
Ins 4701.08 (repeal)	RSA 400-A:15, I; 415:18; 415-A:2; 415-A:3; 415-A:4
Ins 4701.08 (formerly Ins 4701.09)	RSA 400-A:15, I; 415-A:4
Ins 4701.09 (formerly Ins 4701.10)	RSA 400-A:15, I; 415-A:4-a
Ins 4701.11 (repeal)	RSA 400-A:15, I
Ins 4702.01	RSA 400-A:15, I; RSA 402-L; 415:6
Ins 4702.02	RSA 400-A:15, I; 415:5; 415:6
Ins 4702.03	RSA 400-A:15, I; 415:1; 415:2; 415:6
Ins 4702.04	RSA 400-A:15, I, 402-L:5, II; 415:1
Ins 4702.05	RSA 400-A:15, I; 402-L:2; 415:1; 415:2; 415:6
Ins 4702.06	RSA 400-A:15, I; 402-L:2, XIV; 415:6, 415-A:2; 415-A:3; 415-A:4
Ins 4702.07	RSA 400-A:15, I; 415:6, 415-A:2; 415-A:3; 415-A:4
Ins 4702.08 (repeal)	RSA 400-A:15, I; 415:6, 415-A:2; 415-A:3; 415-A:4
Ins 4702.08 (formerly Ins 4702.09)	RSA 400-A:15, I; 415-A:4
Ins 4702.09 (formerly Ins 4702.10)	RSA 400-A:15, I; 415-A:4-a

Ins 4702.11 (repeal)	RSA 400-A:15, I
Ins 4703.01	RSA 400-A:15, I; RSA 402-L; 412:1
Ins 4703.02	RSA 400-A:15, I; 412:2; 412:5; 412:15; 412:16; 412:19
Ins 4703.03	RSA 400-A:15, I; 402-L:2, VII; 412:3
Ins 4703.04	RSA 400-A:15, I; 412:5; 412:15; 412:16
Ins 4703.05	RSA 400-A:15, I; 402-L:2, XIV; 412:5
Ins 4703.06	RSA 400-A:15, I; 402-L:7, III; 412:5; 412:19; 417-B
Ins 4703.07	RSA 400-A:15, I; 412:5; 412:19
Ins 4703.08 (repeal)	RSA 400-A:15, I; 412:5
Ins 4703.08 (formerly Ins 4703.09)	RSA 400-A:15, I; 412:5
Ins 4703.09 (formerly Ins 4703.10)	RSA 400-A:15, I
Ins 4703.11 (repeal)	RSA 400-A:15, I
Ins 4704	RSA 400-A:15, I; 415:18; 415-A:2; 415-A:3; 541-A:22, IV