

State of New Hampshire Insurance Department

REVIEW REQUIREMENTS CHECKLIST FOR Blanket Accident & Health Travel Insurance

LINE OF BUSINESS: Group Health-Travel

TOI CODES: H19G through H19G.000

INSTRUCTIONS FOR SERFF FILINGS CHECKLIST:

- A. For ALL filings, the [Submissions Requirements Checklist](#) MUST be completed, signed and attached to the supporting documentation tab.
- B. For a FORM filing, the additional sections below must be completed, depending on the forms submitted.
 - a. Policy
 - b. Riders, endorsements or amendments
 - c. Applications
 - d. Advertising
 - e. Annual Actuarial Certification
- C. RATES are required to be filed in accordance with [NHCAR Part Ins 401.12 \(o\)](#) and [NHCAR Part Ins 4700](#). Additional requirements may be necessary, depending on the Type of Insurance (TOI).

This checklist MUST be completed to assist in the submission and review of forms submitted to the New Hampshire Insurance Department. It is not intended to be an all inclusive listing of required provisions, rather guidance for areas of frequent questions and areas needing special attention. All New Hampshire Statutes and Rules are available at:

http://www.gencourt.state.nh.us/rules/state_agencies/ins.html

<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXXVII.htm>

****Please note: This checklist has been hyperlinked to NHCAR Part Ins 4700 (Adopted), the final rule will have minor changes and will be hyperlinked once available.**

TABLE OF CONTENTS

[SECTION 1 GENERAL REQUIREMENTS](#)

[SECTION 2 APPLICATIONS](#)

[SECTION 3 POLICY FORM / DESCRIPTION OF COVERAGE](#)

[SECTION 4 RATES](#)

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
SECTION 1 GENERAL REQUIREMENTS			
ADVERTISING	NHCAR Part Ins 4701.11	Blanket travel health insurance shall be subject to the advertising provisions of Ins 2601 .	YES: NO: PAGE # OR IF NO:
COVERAGE FILING REQUIREMENTS	NHCAR Part Ins 4701.05	<p>(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.</p> <p>(b) Coverage may be issued to cover:</p> <ol style="list-style-type: none"> (1) Domestic travel; (2) Foreign travel; or (3) Space travel. <p>(c) Blanket accident and health travel insurance benefits shall:</p> <ol style="list-style-type: none"> (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. <p>(d) Blanket travel health insurance benefits may:</p> <ol style="list-style-type: none"> (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. 	YES: NO: PAGE # OR IF NO:

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
		<p>(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:</p> <p>(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</p> <p>(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.</p>	
READABILITY	RSA 420-H:5	<p>I.(a) The text achieves a minimum score of 40 on the Flesch reading ease test or an equivalent score on any other comparable test as provided in paragraph III;</p> <p>(b) It is printed, except for specification pages, schedules and tables, in not less than 10 point type, one point leaded;</p> <p>(c) The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the text of the policy or to any endorsements or riders; and</p> <p>(d) It contains a table of contents or an index of the principal sections of the policy, if the policy has more than 3,000 words printed on 3 or fewer pages of text, or if the policy has more than 3 pages regardless of the number of words.</p> <p>II. For the purposes of this section, a Flesch reading ease test score shall be measured by the following method:</p> <p>(a) For policy forms containing 10,000 words or less of text, the entire form shall be analyzed. For policy forms containing more than 10,000 words, the readability of two 200 word samples per page may be analyzed instead of the entire form. The samples shall be separated by at least 20 printed lines.</p> <p>(b) The number of words and sentences in the text shall be counted and the total number of words divided by the total number of sentences. The figure obtained shall be multiplied by a factor of 1.015.</p> <p>(c) The total number of syllables shall be counted and divided by the total number of words. The figure obtained shall be multiplied by a factor of 84.6.</p> <p>(d) The sum of the figures computed under (b) and (c) subtracted from 206.835 equals the Flesch reading ease score for the policy form.</p> <p>(e) For purposes of RSA 420-H:5, II(b), (c) and (d), the following</p>	<p>YES: NO:</p> <p>PAGE # OR IF NO:</p>

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
		<p>procedures shall be used:</p> <p>(1) A contraction, hyphenated word, or numbers and letters, when separated by spaces, shall be counted as one word;</p> <p>(2) A unit of words ending with a period, semicolon, or colon, but excluding headings and captions, shall be counted as a sentence; and</p> <p>(3) A syllable means a unit of spoken language consisting of one or more letters of a word as divided by an accepted dictionary. Where the dictionary shows 2 or more equally acceptable pronunciations of a word, the pronunciation containing fewer syllables may be used.</p> <p>(f) The term "text" as used in this section shall include all printed matter except the following:</p> <p>(1) The name and address of the insurer; the name, number or title of the policy; the table of contents or index; captions and subcaptions; specification pages, schedules or tables; and</p> <p>(2) Any policy language which is drafted to conform to the requirements of any federal law, regulation or agency interpretation, any policy language required by any collectively bargained agreement, any medical terminology, any words which are defined in the policy, and any policy language required by law or regulation, provided, however, the insurer identifies the language or terminology excepted by this subparagraph and certifies, in writing, that the language or terminology is entitled to be excepted by this subparagraph.</p> <p>III. Any other reading test may be approved by the commissioner for use as an alternative to the Flesch reading ease test if it is comparable in result to the Flesch reading ease test.</p> <p>IV. Filings subject to this section shall be accompanied by a certificate stating that the filing meets the minimum reading ease score on the test used or stating that the score is lower than the minimum required but should be approved in accordance with RSA 420-H:6. To confirm the accuracy of any certification, the commissioner may require the submission of further information to verify the certification in question.</p> <p>V. At the option of the insurer, riders, endorsements, applications and other forms made a part of the policy may be scored as separate forms</p>	

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
		or as part of the policy with which they may be used.	
SECTION 2 APPLICATIONS			
REPRESENTATIONS	NHCAR Part Ins 401.11 (a) (1)	The declarative portion of the application, if any, shall imply a representation of facts to the best of the applicant's knowledge. "I represent," or "To the best of my knowledge and belief," shall be examples of such wording. Wording implying a warranty shall be prohibited. "I Certify" shall be such an example.	YES: NO: PAGE # OR IF NO:
DISCLOSURES	NHCAR Part Ins 4701.08	(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. (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."	YES: NO: PAGE # OR IF NO:

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
DISCLOSURES (FEDERAL REQUIREMENTS)	<p>Federal Register 2014-23323 https://www.federalregister.gov/articles/2014/10/01/2014-23323/amendments-to-excepted-benefits</p> <p>Final Rule on Exchange and Insurance Market Standards for 2015 and Beyond http://www.gpo.gov/fdsys/pkg/FR-2014-05-27/pdf/2014-11657.pdf</p>	<p>The following required federal disclosure language in 14 point type must appear after the medical authorization section of the application:</p> <p>“THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.”</p> <p>The following required attestation language must appear immediately after the above federal disclosure language:</p> <p>“I hereby attest that I currently have other health coverage such as comprehensive hospital, surgical and/or medical health insurance that qualifies as “minimum essential coverage” in force.</p> <p>(If the Proposed Insured checks “No”, the policy will not be issued.)</p> <p>Yes _ No _ ”</p>	<p>YES: NO:</p> <p>PAGE # OR IF NO:</p>

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
SECTION 3 POLICY/DESCRIPTION OF COVERAGE			
DEFINITIONS	NHCAR Part Ins 4701.03	<p>(a) "Accident" means any unforeseen or unplanned event or circumstance that results in injury and associated financial loss. The term includes "accidental;"</p> <p>(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(c);</p> <p>(c) "Covered person" means an individual that is covered under a blanket accident and health travel insurance policy. The term includes "covered individual;"</p> <p>(d) "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 accident and health travel insurance policy. The term includes "certificate of coverage;"</p> <p>(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:</p> <ol style="list-style-type: none"> (1) Serious jeopardy to the patient's health; (2) Serious impairment to bodily functions; or (3) Serious dysfunction of any bodily organ or part; 	<p>YES: NO:</p> <p>PAGE # OR IF NO:</p>

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
		<p>(f) "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;</p> <p>(g) "Policyholder" means the employer, travel agency or other group as described in RSA 415:18,1-a. in whose name the policy is issued and held; and</p> <p>(h) "Sickness" means any affliction of the body which deprives it temporarily of the power to fulfill its usual functions.</p>	
DISCLOSURES	NHCAR Part Ins 4701.08	<p>(c) All blanket accident and health travel insurance policies and certificates of coverage or descriptions of coverage 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:</p> <p>"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."</p>	<p>YES: NO:</p> <p>PAGE # OR IF NO:</p>

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
DESCRIPTION OF COVERAGE	NHCAR Part Ins 4701.09	<p>A certificate of coverage or description of coverage form shall be provided to all covered persons containing the following information:</p> <p>(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 COVERAGE Description of Coverage/Certificate of Coverage"</p> <p>(b) The statement: "It is important that you understand the provisions and exclusions that are included in your blanket travel health coverage policy;"</p> <p>(c) A specific description of all the benefits contained in the policy and the benefit amounts for all coverage provided;</p> <p>(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</p> <p>(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.</p>	<p>YES: NO:</p> <p>PAGE # OR IF NO:</p>
MINIMUM BENEFIT REQUIREMENT	NHCAR Part Ins 4701.06	<p>Any benefit included under a blanket accident and health travel insurance policy shall meet the following applicable minimum coverage requirement standards:</p> <p>(a) Accidental death benefits with a minimum death loss benefit of \$10,000;</p> <p>(b) Dismemberment benefits with a minimum dismemberment benefit for each loss of \$500;</p> <p>(c) Medical expense benefits with a minimum benefit of \$10,000 per occurrence;</p> <p>(d) Hospital confinement medical indemnity coverage with a minimum benefit of \$100 per occurrence, per day for not less than 31 days;</p> <p>(e) Non-hospital medical indemnity coverage with a minimum benefit of \$25 per occurrence; and</p> <p>(f) Dental expense or dental indemnity coverage with a minimum benefit of \$25 per occurrence.</p>	<p>YES: NO:</p> <p>PAGE # OR IF NO:</p>

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
PROHIBITED POLICY PROVISIONS, EXCLUSIONS AND LIMITATIONS	NHCAR Part Ins 4701.07	<p>(a) A blanket accident and health travel insurance policy shall not contain provisions that:</p> <ol style="list-style-type: none"> (1) Guarantee policy renewal; (2) Provide coverage for a trip that exceeds 12 months; (3) Apply preexisting condition exclusions or limitations; (4) Charge deductibles or co-pays; (5) Provide that the coverage under the policy shall be excess coverage; (6) Contain coordination of benefits language; (7) Require a waiting or probationary period for coverage; (8) Charge a penalty or administrative fee for trip cancellation or early termination by the policyholder, its affiliates, or the covered individual; (9) Exclude recreational activities associated with travel and vacationing, except for high-risk sports or activities as set forth in (b)(4); (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; or (11) Define sickness to be more restrictive than the definition of sickness in this part; or (12) Reduce coverage based on the age of the insured. <p>(b) Blanket 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:</p> <ol style="list-style-type: none"> (1) Mental illness; (2) Operating a motor vehicle while intoxicated; 	YES: NO: PAGE # OR IF NO:

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
		<p>(3) Illness, treatment or medical condition arising out of:</p> <ul style="list-style-type: none"> 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; <p>(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;</p> <p>(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;</p> <p>(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</p> <p>(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.</p>	
COVER PAGE COMPANY INFORMATION	NH CAR Part Ins 401.03	<p>(b) Each policy and certificate shall recite on the back page or specifications page the:</p> <ul style="list-style-type: none"> (1) Full corporate or legal title of the company, association, exchange or society; (2) Official home address, including city and state or province; (3) Administrative office address if different from address in (2) above; (4) Toll-free telephone number of the company and, if available, a facsimile number and website address. 	<p>YES: NO:</p> <p>PAGE # OR IF NO:</p>

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
COVER PAGE BRIEF DESCRIPTION	NHCAR Part Ins 401.03	(c) Each policy and certificate shall provide a brief description of the nature of the policy, as follows: (1) The brief description shall be printed on: a. The face page, specifications page, or the back page if the policy form has a full size cover page; or	YES: NO: PAGE # OR IF NO:
GENERAL PROVISIONS			
CLAIM FORMS	RSA 415:18 I (j)	(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.	YES: NO: PAGE # OR IF NO:
FACILITY OF PAYMENT	RSA 415:18 I (t)(1)	(1) If any indemnity of this policy or certificate shall be payable to the estate of the insured, or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, the insurer may pay such indemnity, up to an amount not exceeding \$_____ (insert an amount which shall not exceed \$1,000), to any relative by blood or connection by marriage of the insured or beneficiary who is deemed by the insurer to be equitably entitled thereto. Any payment made by the insurer in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.	YES: NO: PAGE # OR IF NO:

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
INCONTESTABILITY	RSA 415:18 l (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. No such provision, however, shall preclude the assertion, at any time, of defenses based upon the person's ineligibility for coverage under the policy or upon other provisions in the policy, except for any provisions establishing, as a requirement of eligibility, the furnishing of satisfactory evidence of insurability to the insurer.	YES: NO: PAGE # OR IF NO:
LEGAL ACTION	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 2 years from the expiration of the time within which proof of loss is required by the policy.	YES: NO: PAGE # OR IF NO:
NOTICE OF LOSS	RSA 415:18 l (h)	A provision that written notice of sickness or of injury must be given to the insurer within 20 days after the date when such sickness or injury occurred. Failure to give notice within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.	YES: NO: PAGE # OR IF NO:
PHYSICAL EXAMINATION OR 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.	YES: NO: PAGE # OR IF NO:

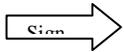
REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
PROOF OF LOSS	RSA 415:18 I (i)	A provision that in the case of claim for loss of time for disability, written proof of such loss must be furnished to the insurer within 30 days after the commencement of the period for which the insurer is liable, and that subsequent written proofs of the continuance of such disability must be furnished to the insurer at such intervals as the insurer may reasonably require, and that in the case of claim for any other loss, written proof of such loss must be furnished to the insurer within one year after the date of such loss in the case of a group Medicare supplement insurance policy or certificate and within 90 days after the date of such loss in the case of any other group accident and health insurance policy or certificate. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.	YES: NO: PAGE # OR IF NO:
SECTION 4 RATES			
RATES	NHCAR Part Ins 4100 NHCAR Part Ins 401.12 (o)	Requirements for accident and health insurance rate submission Policies, certificates and rates shall be submitted together to the department	YES: NO: PAGE # OR IF NO:

State of New Hampshire

CERTIFICATION FOR FORM SUBMISSION FOR COMPLIANCE

I, THE UNDERSIGNED OFFICER OF _____
(Name of Entity)

AM KNOWLEDGEABLE OF HEALTH COVERAGES; HAVE CAREFULLY REVIEWED THE CONTENTS OF THE POLICY FORMS, APPLICATIONS, CERTIFICATES OR OTHER EVIDENCES OF ACCIDENT AND HEALTH COVERAGE IDENTIFIED ON THE ATTACHED COMPLIANCE FILING AS SUBMITTED TO THE NEW HAMPSHIRE COMMISSIONER OF INSURANCE; HAVE READ AND UNDERSTAND EACH OF THE APPLICABLE NEW HAMPSHIRE LAWS AND REGULATIONS; AM AWARE OF THE PENALTIES WHICH MAY BE ENFORCED FOR CERTIFICATION OF A NONCOMPLYING FORM; AND CERTIFY THAT THE POLICY FORMS, APPLICATIONS, CERTIFICATES OR OTHER EVIDENCES OF ACCIDENT AND HEALTH COVERAGE IDENTIFIED IN THE SERFF FILING FOR COMPLIANCE FILED WITH THIS CERTIFICATION, PROVIDE ALL REQUIRED BENEFITS AND ARE IN FULL COMPLIANCE WITH ALL NEW HAMPSHIRE INSURANCE LAWS AND REGULATIONS.



(Original Signature of Officer*)

(Title of Officer*)

(Printed Name of Officer*)

(Date)

* If the individual signing the certification is other than the president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, CEO, CFO, COO, general counsel, or an actuary that is also a corporate officer, documentation must be included that shows that this individual has been appointed as an officer of the organization by the Board of Directors.