STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT

REVIEW REQUIREMENTS CHECKLIST FOR DISABILITY INCOME

LINE OF BUSINESS: DISABILITY **TOI CODES: H11G through H11I**

INSTRUCTIONS FOR SERFF FILINGS CHECKLIST:

A. For ALL filings, the Submissions Requirements Checklist MUST be completed and attached to the supporting documentation tab.
B. For a FORM filing, the completion of additional sections below must be completed, depending on the forms submitted.
   a. Policy/Certificate
   b. Riders, endorsements or amendments
   c. Applications
   d. Advertising
   e. Annual Actuarial Certification
C. RATES are required to be filed in accordance with NHCAR Part Ins 401.12 (o) and NHCAR Part Ins 4100. Additional requirements may be necessary, depending on the Type of Insurance (TOI).

This checklist MUST be completed to assist in the submission and review of forms submitted to the New Hampshire Insurance Department. It is not intended to be an all inclusive listing of required provisions, rather guidance for areas of frequent questions and areas needing special attention. All New Hampshire Statutes and Rules are available at:
http://www.gencourt.state.nh.us/rules/state_agencies/ins.html
http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXXVII.htm

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SECTION 1 GENERAL REQUIREMENTS			
ADVERTISING	NHCAR Part Ins 2601	Disability income advertising must comply with INS 2601, but is not routinely required to be filed for approval. Advertising shall be submitted for review and approval upon request by the department.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
DEFINITIONS	NHCAR Part Ins 1901.03 NHCAR Part Ins 1901.04 NHCAR Part Ins. 1901.06 (h) NHCAR Part Ins. 1906.02 (f) (1) NHCAR Part Ins. 1906.02 (k) (1)	General accident and health definitions. Accident, Convalescent Nursing Home, Hospital, Period of Confinement, Partial Disability, Pre-Existing Condition, residual Disability, Sickness, Total Disability "Disability income protection coverage" is a policy or certificate that provides for periodic payments, weekly or monthly, for a specified period during the continuance of disability resulting from either sickness or injury or a combination of them. "Health insurance coverage" shall not include disability income insurance. "Health benefit plan" shall not include disability income insurance.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
READABILITY	RSA 420-H:5	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; (b) It is printed, except for specification pages, schedules and tables, in not less than 10 point type, one point leaded; (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 (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.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

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READABILITY	Non-English policies	English version of forms must be approved. If there is a discrepancy between the foreign language form and the approved English version, the English version is the controlling document.	
VARIABILITY	NHCAR Part Ins 401.12 (r)	All variable language shall be identified by the use of brackets, accompanied by a statement of variability, and attached on the supporting document tab in SERFF which shall describe the full range of variability. Variable language shall not be approved if the variable language prevents review of the policy for compliance with minimum standards or the requirements of RSA 415:2.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
FRANCHISE INDIVIDUAL	RSA 415:19	Accident and health insurance on a franchise plan is hereby declared to be that form of accident and health insurance issued to (1) 3 or more employees of any corporation, co-partnership, or individual employer or any governmental corporation, agency or department thereof; or (2) 10 or more members of any trade or professional association or of a labor union or of any other association having had an active existence for at least 2 years where such association or union has a constitution or bylaws and is formed in good faith for purposes other than that of obtaining insurance; where such persons, with or without their dependents, are issued the same form of an individual policy varying only as to amounts and kinds of coverage applied for by such persons, under an arrangement whereby the premiums on such policies may be paid to the insurer periodically by the employer, with or without payroll deductions, or by the association for its members.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
ASSOCIATION/TRUSTS/ DISCRETIONARY GROUPS NOT ALLOWED (EMPLOYER GROUPS ONLY)	NHID BULLETIN Docket No.: INS No. 08-067-AB	Group Limited Benefit Health may be marketed and sold only to large employer groups, small employer groups, qualified associations as defined by RSA 420-G:2, XV, or a licensed purchasing alliance as defined by RSA 420-M:2, X., per NHID BULLETIN Docket No.: INS No. 08-067-AB, Health Insurance Categories of Coverage.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

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ASSUMPTIONS/ MERGERS/ REDOMESTICATIONS/ DEMUTUALIZATION, ETC.		Coordination with NHID Examinations Division is required.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
SECTION 2 APPLICATIONS			
ALTERATION OF APPLICATION	RSA 415:11	No alteration of any written application for insurance, by erasure, insertion or otherwise, shall be made by any person other than the applicant without his written consent.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
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:**
HIV CONSENT	RSA 417:4 XIX NHCAR Part Ins 1103.01	Bulletin INS 98-005 AB March 16, 1998 Maintaining the confidentiality of and Protecting the privacy of Human Immunodeficiency Virus Test Results	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
REPLACEMENT QUESTIONS AND NOTICE REQUIREMENT (INDIVIDUAL)	NHCAR Part Ins 1901.08	An application form shall include a question designed to elicit information as to whether the insurance to be issued is intended to replace any other accident and health insurance presently in force. A supplementary application or other form to be signed by the applicant containing the question may be used.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
SECTION 3 POLICY/CERTIFICATE FORM			

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REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
COVER PAGE (POLICY JACKET)	NHCAR Part Ins 401.03 (i)	Disclosure is required. Any policy or certificate that contains exclusions, limitations, reductions, or conditions of such a restrictive nature that the payment of benefits under such policies is limited in frequency or in amounts shall carry the legend "This is a Limited Policy - Read it Carefully" imprinted in not less than 18-point outline type of contrasting color or not less than 24-point outline type of non-contrasting color diagonally across the face and filing back, if any, of the policy;	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
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.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
COVER PAGE FREE LOOK	NHCAR Part Ins 1901.07 (a) (11)	All policies and certificates, except single-premium nonrenewable policies and as otherwise provided in this paragraph, shall have a notice prominently printed on the first page of the policy or certificate or attached to it stating in substance that the policyholder or certificate holder shall have the right to return the policy or certificate within 30 days of its delivery and to have the premium refunded if, after examination of the policy or certificate, the policyholder or certificate holder is not satisfied for any reason.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
FORM NUMBER	NHCAR Part Ins 401.03 (a)	Each form shall be designated by a form number composed of either figures or letters or both. (1) The form number shall be: a. Sufficient to distinguish the form from all other forms used by the company; b. Placed in the lower left-hand corner on the front of each form; (4) Any time any change is made, the form shall be resubmitted as a new form with a new form number.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

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INSURER'S IDENTIFICATION	NHCAR Part Ins 401.03 (b)	Each policy and certificate shall recite on the back page or specifications page the: (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.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

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MINIMUM STANDARDS	NHCAR Part Ins 1901.06 (h) Pregnancy Discrimination Act of 1978, amending Title VII of the Civil Rights Act of 1964. (Group) http://www.access.gpo.gov/nara/cfr/waisidx_09/29cfr1604_09.html	Disability Income Protection Coverage. "Disability income protection coverage" is a policy or certificate that provides for periodic payments, weekly or monthly, for a specified period during the continuance of disability resulting from either sickness or injury or a combination of them that: (1) Provides that period payments that are payable at ages after 62 and reduced solely on the basis of age are at least 50 percent of amounts payable immediately prior to 62; (2) Contains an elimination period no greater than: a. Ninety days in the case of a coverage providing a benefit of one year or less; b. One hundred and eighty days in the case of coverage providing a benefit of more than one year but not greater than 2 years; or c. Three hundred sixty five days in all other cases during the continuance of disability resulting from sickness or injury; (3) Has a maximum period of time for which it is payable during disability of at least 6 months except in the case of a policy covering disability arising out of pregnancy, childbirth or miscarriage in which case the period for the disability may be one month. No reduction in benefits shall be put into effect because of an increase in social security or similar benefits during a benefit period. Ins 1901.06 (h) does not apply to those policies providing business buy-out coverage; NOTE: Federal law does not permit pregnancy benefits to be any different from other illnesses, and supersedes state rules. (4) Where a policy provides total disability benefits and partial disability benefits, only one elimination period may be required.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
ARBITRATION	NHCAR Part Ins 3901.03 (b) (3).	The claims procedures do not contain any provision for the mandatory arbitration of adverse benefit determinations, except to the extent that the	**YES:** ☐ **NO:** ☐

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
	(Group)	plan or procedures provide that: a. The arbitration is conducted as one of the two appeals referenced in paragraph (b)(1) of this section; and b. The claimant is not precluded from challenging the decision under any applicable law.	**Page # or If NO:**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
PHYSICAL EXAMINATION AND AUTOPSY	RSA-415:18 I (k) (Group) RSA 415:6 I (10) (Individual)	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. 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.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
AVOCATIONAL OR OCCUPATIONAL EXCLUSION RIDERS	NHCAR Part Ins 1901.05 (g)	This part shall not impair or limit the use of waivers to exclude, limit or reduce coverage or benefits for specifically named or described preexisting diseases or physical conditions except that the provisions of RSA 420-G shall control for policies issued pursuant to that chapter. Where waivers are required as a condition of issuance, renewal or reinstatement, signed acceptance by the insured is required unless on initial issuance the full text of the waiver is contained either on the first page or specification page.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
BENEFIT REIMBURSEMENT		Overpayments may be reasonably recovered by the insurer, not to exceed the amount of the actual overpayment.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
CERTIFICATE	RSA 415:18 I (f) (Group)	A provision that the insurer shall issue to the employer or other person or association in whose name such policy is issued, for delivery to each member of the insured group, an individual certificate setting forth in summary form a statement of the essential features of the insurance coverage of such employee or such member, to whom the benefits thereunder are payable, and in substance the provisions of subparagraphs (g) to (s) inclusive.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

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CHANGES IN BASIC COVERAGE	NHCAR Part Ins. 401.01 (c) (3) g (Individual) NHCAR Part Ins 1901.07 (a) (5) (Group)	Needs signed acceptance by insured The signature requirements in this paragraph apply to group supplemental health insurance certificates only where the certificate holder also pays the insurance premium.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
CLAIM FORMS	RSA 415:18 I (j) (Group)	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:**
	RSA 415:6 I (6) (Individual)	A provision as follows: Claim Forms: The insurer, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
CLAIM PAYMENT PROVISION	RSA 415:18 I (l) (Group) RSA 415:6 I (8) (Individual)	Benefits payable within 30 days for each period of loss of time. 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.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
GROUP DISABILITY INCOME CLAIM	NHCAR Part Ins 3900	The claims and appeals procedures must be contained within the certificate so that the insured knows what his/her rights and	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

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STANDARDS AND APPEALS		responsibilities are.	
OTHER COVERAGE	NHCAR Part Ins 1904 (Group)	Coordination of Benefits contract provisions are permissible. Disability income policies are not considered to provide benefits that duplicate Medicare.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
CREDITABLE COVERAGE	RSA 420-G:2 III and IX (a)	Disability Income coverage is not creditable coverage.	
ELIGIBILITY	RSA 415:18 I (q)	Coverage for part-time employees is not required.	
ENTIRE CONTRACT/CHANGES	RSA 415:6 I (1) (Individual) RSA 415:18 I (a) (Group)	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. A provision 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; and a provision that no agent has authority to change the policy or to waive any of its provisions; and that 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.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
EXCLUSIONS & LIMITATIONS	NHCAR Part Ins. 1901.05 (f) (1) (2) (3) (4) a. b. c. d. e. NHCAR Part Ins. 1901.06 (a) (2) b.	Exclusions – Pre-ex, Mental or Emotional, Alcoholism, Drug Addiction, Pregnancy (Individual only), Aviation, War, Suicide, Incarceration, Territorial Limitations. Right to continue coverage only until age 60 and to age 65 if Actively and regularly employed (Individual only. Group must comply with ADEA).	**YES:** ☐ **NO:** ☐ **Page # or If NO:** **YES:** ☐ **NO:** ☐ **Page # or If NO:**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
	NHCAR Part Ins. 1901.06 (h) (1)	Payments after age 62 may be reduced solely on basis of age, no more than 50% (Individual only. Group must comply with ADEA).	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
FAIRNESS	RSA 417:4	Unfair Insurance Trade Practices	**YES:** **NO:** **Page # or If NO:**
GRACE PERIOD	RSA 415: 6 I (3) (Individual)	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. (A policy which contains a cancellation provision may add at the end of the above provision, subject to the right of the insurer to cancel in accordance with the cancellation provision hereof. A policy in which the insurer reserves the right to refuse any renewal shall have, at the beginning of the above provision, Unless not less than 5 days prior to the premium due date the insurer has delivered to the insured or has mailed to his last address as shown by the records of the insurer written notice of its intention not to renew this policy beyond the period for which the premium has been accepted,).	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
	RSA 415:18 I (p) (Group)	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.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

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INCONTESTABILITY	RSA 415:6 I (2) (Individual)	2 years – signed written statement by person making statement A provision as follows: Time Limit on Certain Defenses: (a) 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. (The foregoing policy provision shall not be so construed as to affect any legal requirement for avoidance of a policy or denial of a claim during such initial 2-year period, nor to limit the application of RSA 415:6, II(1)-(5) in the event of misstatement with respect to age or occupation or other insurance.) (A policy which the insured has the right to continue in force subject to its terms by the timely payment of premium (1) until at least age 50 or, (2) in the case of a policy issued after age 44, for at least 5 years from its date of issue, may contain in lieu of the foregoing the following provision (from which the clause in parentheses may be omitted at the insurer's option) under the caption ""Incontestable": After this policy has been in force for a period of 2 years during the lifetime of the insured (excluding any period during which the insured is disabled), it shall become incontestable as to the statements contained in the application.) (b) No claim for loss incurred or disability (as defined in the policy) commencing after 2 years from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
INCONTESTABILITY	RSA 415:18 I (r) (Group)	"except for fraud" language must be removed. 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	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

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		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.	
LEGAL ACTION	RSA 415:6 I (11) (Individual) RSA 415:18 I (n) (Group)	60 days, 3 years 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. 60 days, 2 years 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:**
MISSTATEMENT OF AGE	RSA 415:6 II (2) (Individual)	A provision as follows: Misstatement of Age: If the age of the insured has been misstated, all amounts payable under this policy shall be such as the premium paid would have purchased at the correct age.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
NOTICE OF CLAIM	RSA 415:6 I (5) (Individual)	Written notice given within 20 days or as soon as reasonably possible A provision as follows: Notice of Claim: Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the insurer at _____ (insert the location of such office as the insurer may designate for the purpose), or to any authorized agent of the insurer, with information sufficient to identify the insured, shall be deemed notice to the insurer.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

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		(In a policy providing a loss-of-time benefit which may be payable for at least 2 years, an insurer may at its option insert the following between the first and second sentences of the above provision: Subject to the qualifications set forth below, if the insured suffers loss of time on account of disability for which indemnity may be payable for at least 2 years, he shall, at least once in every 6 months after having given notice of claim, give to the insurer notice of continuance of said disability, except in the event of legal incapacity. The period of 6 months following any filing of proof by the insured or any payment by the insurer on account of such claim or any denial of liability in whole or in part by the insurer shall be excluded in applying this provision. Delay in the giving of such notice shall not impair the insured's right to any indemnity which would otherwise have accrued during the period of 6 months preceding the date on which such notice is actually given.)	
NOTICE OF CLAIM	RSA 415:18 I (h) (Group)	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:**
OTHER REQUIREMENTS FOR DISABILITY FILINGS			
GRADED DISABILITY BENEFITS	NHCAR Part Ins. 1901.06 (h).	Graded disability benefits are not permitted. A disability benefit provides for periodic payments, weekly or monthly, for a specified period per NHCAR Part Ins. 1901.06 (h). The basis of payment may not change within a benefit period.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
RETURN OF PREMIUM RIDER	NHCAR PART Ins. 1901.05 (d)	A Disability Policy may contain a “Return of Premium” or “Cash Value Benefit” subject to conditions. A disability income policy may contain a "return of premium" or "cash value benefit" so long as the return of premium or cash value benefit is not reduced by an amount greater than the aggregate of claims paid under the policy; and the insurer demonstrates that the reserve basis for the policies is adequate.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

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RECURRENT DISABILITIES	NHCAR PART Ins. 1901.06 (a) (10)	A policy may contain a provision relating to recurrent disabilities; but a provision relating to recurrent disabilities shall not specify that a recurrent disability be separated by a period greater than 6 months.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
DISABILITY DUE TO ACCIDENT	NHCAR PART Ins. 1901.06 (a) (11)	Accidental death and dismemberment benefits shall be payable if the loss occurs within 90 days from the date of the accident, irrespective of total disability. Disability income benefits, if provided, shall not require the loss to commence less than 30 days after the date of accident, nor shall any policy that the insurer cancels or refuses to renew require that it be in force at the time the disability commences if the accident occurred while the coverage was in force.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
EXTENSION OF BENEFITS DUE TO CONTINUOUS LOSS	NHCAR PART Ins. 1901.06 (a) (14)	Termination of the policy or certificate shall be without prejudice to a continuous loss that commenced while the policy or certificate was in force. The continuous total disability of the insured may be a condition for the extension of benefits beyond the period the policy was in force, limited to the duration of the benefit period, if any, or payment of the maximum benefits.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
ELIMINATION PERIOD	NHCAR PART Ins. 1901.06 (h) (2)	Elimination Period – No greater than 90 days for policy benefit of one year or less. 180 days for policy benefit of more than one year but not greater than two. 365 days for all other.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
COMMISSIONER'S DISCRETION	RSA 415:6 II	Except as provided in paragraph III of this section, no such policy delivered or issued for delivery to any person in this state shall contain provisions respecting the matters set forth below unless such provisions are in the words in which the same appear in this section; provided, however, that the insurer may, at its option, use in lieu of any such provision a corresponding provision of different wording approved by the commissioner which is not less favorable in any respect to the insured or the beneficiary. Any such provision contained in the policy shall be preceded individually by the appropriate caption appearing in this paragraph or, at the option of the insurer, by such appropriate individual or group captions or subcaptions as the commissioner may approve.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
OUTLINE OF COVERAGE	NHCAR PART Ins. 1901.07 (i)	Disability Income Protection Coverage (Outline of Coverage). An outline of coverage, in the form prescribed below, shall be issued in connection with policies meeting the standards of Ins 1901.06 (h). The items included in the outline of coverage shall appear in the sequence prescribed:	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
PAYMENT OF CLAIM	RSA 415:6 I (9) (Individual) RSA 415:18 I (t) (Group)	Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the insured. Any other accrued indemnities unpaid at the insured's death may, at the option of the insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the insured. Payment may be limited to $1,000 payment to family member. Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the insured. Any other accrued indemnities unpaid at the insured's death may, at the option of the insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the insured. Payment may be limited to $1,000 payment to family member.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
PRE-EXISTING CONDITIONS	RSA 415-A:5	9 months if no medical underwriting questions are asked. Otherwise limited to two years prior and two years after effective date per Ins 1901.04 (k).	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
PROOF OF LOSS	RSA 415:6 I (7) (Individual)	Written proof of loss must be furnished to the insurer at its office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which the insurer is liable. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
		in the absence of legal capacity, later than one year from the time proof is otherwise required.	
	RSA 415:18 I (i) (Group)	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. 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. One year limit is not permitted.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
REFUNDS	RSA 415:6 I (14) (Individual)	Refund upon cancellation: After the policy has been continued beyond its original term, the insured may cancel the policy at any time by written notice, delivered or mailed to the insurer or the insurer's representative. Such cancellation shall become effective upon receipt by the insurer or the insurer's representative, or on such later date as may be specified in such notice by the insured. If the insured cancels, the insurer shall promptly return any unearned portion of the premium paid, but in any event shall return the unearned portion of the premium within 30 days. The earned premium shall be computed on a pro-rata basis. Cancellation shall be without prejudice to any claim originating prior to the effective date of the cancellation.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
REINSTATEMENT	RSA 415:6 I (4) (Individual)	No waiting period for accident or sickness (10 days for sickness not allowed).	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
RENEWABLE/ CANCELLATION	NHCAR Part Ins 1901.06 (a) (1)	A "noncancellable," "guaranteed renewable," or "noncancellable and guaranteed renewable" individual accident and health policy shall not provide for termination of coverage of the spouse solely because of the occurrence of an event specified for termination of coverage of the insured, other than nonpayment of premium. In addition, the policy shall	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
		provide that in the event of the insured's death, the spouse of the insured, if covered under the policy, shall become the insured.	
	RSA 415:6 II (8) (Individual)	A provision as follows: Cancellation; Refusal to Renew: The insurer may refuse to renew on the policy anniversary date, or may cancel this policy at any time by written notice delivered to the insured, or mailed to the insured's last address as shown by the records of the insurer, stating when, not less than 30 days thereafter, such cancellation or refusal to renew shall be effective. If the insurer cancels, the earned premium shall be computed pro-rata. Cancellation or refusal to renew shall be without prejudice to any claim originating prior to the effective date of the cancellation or refusal to renew. However, such cancellation or refusal to renew, if for reasons other than nonpayment of premium and other than specified in any time limits for certain defenses, shall be effected only if also effected on all policyholders of the same class. No such action shall be taken without prior written approval of the insurance commissioner. The insurer shall have the burden of proof that the classification of risk involved therein is reasonable and nondiscriminatory, pursuant to RSA 415:15.	

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
RENEWABLE/ CANCELLATION	RSA 415:18 I (e) (Group) NHCAR Part Ins 401.07 (b) (10)	A provision stating the conditions under which the insurer may decline to renew the policy. Declination of renewal or termination of insurance provisions shall be as follows: a. No insurer shall decline to renew a group policy unless the cause of its action is based on one or more of the reasons for declination of renewal stated in the policy; b. Any such reason shall be stated in a group policy and shall be objective in nature; c. Declination of renewal shall be defined so as to include any termination of a group policy by the insurer for any reason except for nonpayment of premiums	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
TERMINATION, NOTICE	RSA 415:18-b (Group)	Cancellation or Non-renewal of Group Insurance Contracts. – No group accident or health insurance contract, authorized under this chapter, may be cancelled or non-renewed by the insurer, except for nonpayment of premium, unless the group policyholder receives either a notice of cancellation or nonrenewal or an offer of renewal in accordance with this section. The notice of cancellation or nonrenewal or offer of renewal shall be delivered to the group policyholder or mailed to the group policyholder's last address as shown in the records of the insurer at least 45 days prior to the renewal date of the contract. 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.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
TIME LIMIT ON CERTAIN DEFENSES	RSA 415:6 I (2) (a) (Individual)	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.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
TIME LIMIT ON CERTAIN DEFENSES	RSA 415:18 I (r) (Group)	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:**
TIME OF PAYMENT OF CLAIMS	RSA 415:6 I (8) (Individual). RSA 415:18 I (l) (Group)	Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid ___ (insert period for payment which must not be less frequently than monthly) and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof. 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.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
UNFAIR DISCRIMINATION	RSA 417:4 VII		
UNFAIR TRADE	RSA 415:2 NHCAR Part Ins	Benefits to the insured may not be reduced due to the insured's disabled dependent receiving SSDI benefits due to the dependent's disability. This is unfair and unjust, per RSA 415:2. Policy provisions precluded in this section shall not be construed as a limitation on the authority of the commissioner to disapprove other policy	**YES:** ☐ **NO:** ☐ **Page # or If NO:**

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
	1901.05 (h)	provisions in accordance with RSA 415-A, RSA 420-A and RSA 420-B that in the opinion of the commissioner are unjust, unfair or unfairly discriminatory to the policyholder, beneficiary or a person insured under the policy.	
WAITING PERIOD (ELIMINATION PERIOD)	NH CAR PART Ins. 1901.05 (a) and Ins 1901.06 (h)	A reasonable elimination period is permissible for disability coverage.	**YES:** ☐ **NO:** ☐ **Page # or If NO:**
SECTION 4 RATES			
RATES ARE REQUIRED	NHCAR Part Ins 4100 NHCAR Part Ins 401.12 (o)	REQUIREMENTS FOR ACCIDENT AND HEALTH INSURANCE RATE SUBMISSIONS Policies, certificates and rates shall be submitted together to the department.	**YES:** ☐ **NO:** ☐ **Page # or If NO:** **YES:** ☐ **NO:** ☐ **Page # or If NO:**
New Hampshire Insurance Department Notes:			
Statute Link RSA 415, Index			
Regulation Link NHCAR Part Ins 400, Ins 1900, 3900, Index			