

State of New Hampshire Insurance Department

**REVIEW REQUIREMENTS CHECKLIST FOR Property & Casualty**

LINE OF BUSINESS: Auto Liability, Auto Physical Damage

TOI CODES: 19.0000 through 21.0000

**INSTRUCTIONS FOR SERFF FILINGS CHECKLIST:**

**This checklist must be completed, signed and attached to the supporting documentation tab. 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/rsa/html/NHTOC/NHTOC-XXXVII.htm>

[http://www.gencourt.state.nh.us/rules/state\\_agencies/ins.html](http://www.gencourt.state.nh.us/rules/state_agencies/ins.html)

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<b>SECTION 1 GENERAL REQUIREMENTS</b>			
COVER LETTER AND EXPLANATORY MEMORANDUM		A complete description of the filing should be provided, including the purpose of the filing, how it is presented or organized, the planned effective date and any special implementation procedures. Filing connection to Type Of Insurance must be justified. Filing submission must reference any applicable prior filing, including the SERFF Tracking number. This includes prior approved and disapproved filings. Any corresponding rate filing should be indicated including the applicable SERFF Tracking Number.	YES:    NO:  PAGE # or If NO:
EFFECTIVE DATE WORDING	<a href="#">RSA 412:5 I</a>	412:5 Approval of Form 1. Every insurer and advisory organization shall file policy forms, endorsements, and other contract language covered by this chapter and RSA 264, for a waiting period of 30 days before it becomes effective, which period may be extended by the commissioner for an additional period not to exceed 30 days if written notice or electronic notice is given within the initial 30-day waiting period to the insurer or advisory organization which made the filing that additional time is needed for the consideration of the filing.	YES:    NO:  PAGE # or If NO:
FORM FILING EXEMPTION	<a href="#">RSA 412:5 I</a>	All Forms must be submitted for prior approval per this statute.	YES:    NO:  PAGE # or If NO:



REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
		<p>(b) Making any incomplete comparison of insurance policies;</p> <p>(c) Making any false or misleading representation as to the dividends or share of surplus previously paid on similar policies;</p> <p>(d) Making any false or misleading representation as to the financial condition of any insurer, or as to the legal reserve system upon which any life insurer operates;</p> <p>(e) Using any name or title of any policy or class of policies misrepresenting the true nature thereof;</p> <p>(f) Employing any device, scheme, or artifice to defraud;</p> <p>(g) Obtaining money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statement made, in light of the circumstances under which it was made, not misleading; the burden of establishing truthfulness or completeness shall be upon the party stating or omitting to state a material fact; or</p> <p>(h) Engaging in any other transaction, practice, or course of business which operates as a fraud or deceit upon the purchaser, insured, or person with policy ownership rights.</p> <p>II. Misrepresentation in Insurance Applications or Transactions. Making false or fraudulent statements or representations on or relative to an application for insurance, for the purpose of obtaining a fee, commission, money or benefit from an insurer, agent, or individual.</p> <p>III. False Information and Advertising Generally.</p> <p>(a) Making, publishing, disseminating, circulating, or placing before the public, or causing, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in a newspaper, magazine, or other publication, or in the form of a notice, circular, pamphlet, letter, or poster, or over any radio or television station, or in any other way, an advertisement, announcement, or statement containing any assertion, representation, or statement with respect to any insurer, its financial</p>	



REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	COMPLIANCE
	<a href="#">RSA 402-B:1</a>	<p>cause to be made, written, or placed, policies or contracts of insurance or suretyship which are to be effective within this state through producers who are licensed and properly appointed to transact business in this state pursuant to RSA 402-J.</p> <p>II. Foreign insurance or surety companies shall maintain books, records, and documents sufficient to demonstrate compliance with the provisions of paragraph I as provided in RSA 400-B.</p> <p>402-B:1 Prohibition It is unlawful for any person, whether as agent or employee, to act directly or indirectly, as an insurance claims adjuster in this state for any insurance company unless licensed as provided in this chapter.</p>	
LINE OF AUTHORITY	<a href="#">RSA 401:1 II</a>	<p>401:1 Purposes Subject to the additional or varied requirements stated in this chapter, a corporation with capital stock may be formed, pursuant to the provisions of RSA 293-A, and a corporation to carry on business on the mutual plan may be formed pursuant to the provisions of RSA 292, for the purpose of conducting the following kinds of insurance business:</p> <p>II. On vessels, aircraft, cars or other vehicles, freight, goods, money, effects, and money loaned on bottomry and respondentia, against loss or damage from the perils of the sea and other perils usually insured against by marine insurance, or from the risk of inland navigation and transportation; and all personal property floater risks; and on motor vehicles and aircraft, excluding the liability of the insured for the death, injury, or disability of another person arising out of the ownership, maintenance, or use of motor vehicles, and aircraft, their fittings and contents and use and occupancy, against loss or damage from accident, collision, theft, or other casualty, and against liability of the owner or user thereof for</p>	<p>YES:    NO:</p> <p>PAGE # or If NO:</p>

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	<a href="#">RSA 401:1 V</a>	injury or damage to property caused thereby. V. Against the liability of the insured for the death or disability or damage to property of another and on motor vehicles and aircraft, their fittings and contents and use and occupancy, against loss or damage from accident, collision, fire, theft or other casualty.	
THIRD PARTY FILER AUTHORITY		Letter of Authority must be included in submission attached to the Supporting Documents Tab.	YES:    NO:  PAGE # or If NO:
<b>SECTION 2 APPLICATIONS REQUIREMENTS</b>			
APPLICATION FORMS	<a href="#">RSA 412:5 I</a>	Proprietary application forms must be submitted for review and approval. Use of standard industry applications, (ACCORD forms), not required to be included in filing submission.	YES:    NO:  PAGE # or If NO:
<b>SECTION 3 POLICY FORMS REQUIREMENTS</b>			
ACTION AGAINST COMPANY	<a href="#">RSA 508:4 I &amp; II</a> (limitations period for statutory or common law actions)	508:4 Personal Actions I. Except as otherwise provided by law, all personal actions, except actions for slander or libel, may be brought only within 3 years of the act or omission complained of, except that when the injury and its causal relationship to the act or omission were not discovered and could not reasonably have been discovered at the time of the act or omission, the action shall be commenced within 3 years of the time the plaintiff discovers, or in the exercise of reasonable diligence should have discovered, the injury and its causal relationship to the act or omission complained of. II. Personal actions for slander or libel, unless otherwise provided by law, may be brought only within 3 years of the time the cause of action accrued.	YES:    NO:  PAGE # or If NO:

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	<p data-bbox="590 358 793 423"><a href="#">RSA 491:22, I, II, &amp; III</a></p> <p data-bbox="590 461 814 623">(Statutory action and further limitation on third party liability claims)</p>	<p data-bbox="840 326 1241 358">491:22 Declaratory Judgments</p> <p data-bbox="840 363 1713 1263">I. Any person claiming a present legal or equitable right or title may maintain a petition against any person claiming adversely to such right or title to determine the question as between the parties, and the court's judgment or decree thereon shall be conclusive. The taxpayers of a taxing district in this state shall be deemed to have an equitable right and interest in the preservation of an orderly and lawful government within such district; therefore any taxpayer in the jurisdiction of the taxing district shall have standing to petition for relief under this section when it is alleged that the taxing district or any agency or authority thereof has engaged, or proposes to engage, in conduct that is unlawful or unauthorized, and in such a case the taxpayer shall not have to demonstrate that his or her personal rights were impaired or prejudiced. The preceding sentence shall not be deemed to convey standing to any person (a) to challenge a decision of any state court if the person was not a party to the action in which the decision was rendered, or (b) to challenge the decision of any board, commission, agency, or other authority of the state or any municipality, school district, village district, or county if there exists a right to appeal the decision under RSA 541 or any other statute and the person seeking to challenge the decision is not entitled to appeal under the applicable statute. The existence of an adequate remedy at law or in equity shall not preclude any person from obtaining such declaratory relief. However, the provisions of this paragraph shall not affect the burden of proof under RSA 491:22-a or permit awards of costs and attorney's fees under RSA 491:22-b in declaratory judgment actions that are not for the purpose of determining insurance coverage.</p> <p data-bbox="840 1268 1713 1398">II. The district court shall have concurrent jurisdiction over such claims arising under its subject matter jurisdiction authority in RSA 502-A except that the defendant shall have the right to remove said declaratory judgment action to the superior court, subject to</p>	

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		<p>conditions established by rule of court, if the claim exceeds \$1,500. The court of probate shall have exclusive jurisdiction over such claims arising under its subject matter jurisdiction authority in RSA 547 and RSA 552:7.</p> <p>III. No petition shall be maintained under this section to determine coverage of an insurance policy unless it is filed within 6 months after the filing of the writ, complaint, or other pleading initiating the action which gives rise to the question; provided, however, that the foregoing prohibition shall not apply where the facts giving rise to such coverage dispute are not known to, or reasonably discoverable by, the insurer until after expiration of such 6-month period; and provided, further, that the superior court may permit the filing of such a petition after such period upon a finding that the failure to file such petition was the result of accident, mistake or misfortune and not due to neglect. A petition for declaratory judgment to determine coverage of an insurance policy may be instituted as long as the court has personal jurisdiction over the parties to the matter, even though the action giving rise to the coverage question is brought in a federal court or another state court.</p>	

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AFTER-MARKET PARTS	<a href="#">RSA 407-D</a>	<p>407-D:1 Definitions</p> <p>I. "Insurer" includes any person authorized to represent the insurer with respect to a claim who is acting within the scope of the person's authority.</p> <p>II. "Non-original manufacturer" means any manufacturer other than the original manufacturer of the part.</p> <p>III. "After market part" means sheet metal or plastic parts which generally constitute the exterior of a motor vehicle, including inner and outer panels.</p> <p>407-D:2 Identification</p> <p>All after-market parts manufactured after January 1, 1989, shall carry sufficient permanent identification so as to identify its manufacturer. Such identification shall be accessible to the extent possible after installation.</p> <p>407-D:3 Like Kind and Quality</p> <p>No insurer shall require the use of after- market parts in the repair of an automobile unless the after-market part is at least equal in like kind and quality to the original part in terms of fit, quality and performance. Insurers specifying the use of after-market parts shall consider the cost of any modifications which may become necessary when making the repair.</p> <p>407-D:4 Disclosure</p> <p>The insurer shall disclose to the claimant in writing, either on the estimate or on a separate document attached to the estimate, the following information in no smaller print than 10 point type:</p> <p>"This estimate has been prepared based on the use of automobile parts not made by the original manufacturer. Parts used in the repair of your vehicle by other than the original manufacturer are required to be at least equal in like kind and quality in terms of fit,</p>	<p>YES:    NO:</p> <p>Page # or If NO:</p>

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		<p>quality and performance to the original manufacturer parts they are replacing.” All after-market parts installed on the vehicle shall be clearly identified on the estimate of such repair.</p> <p>407-D:5 Enforcement</p> <p>I. Any violation of this chapter by an insurer shall be deemed an unfair insurance trade practice under RSA 417. Insurers violating any provision of this chapter shall be subject to penalties under RSA 417:10.</p> <p>II. Any violation of this chapter by a manufacturer shall be deemed an unfair or deceptive act or practice within the meaning of RSA 358-A:2 and may be enforced by the attorney general pursuant to RSA 358-A.</p>	
<p>AMBIGUOUS &amp; MISLEADING POLICY LANGUAGE</p>	<p><a href="#">RSA 412:5 I</a></p>	<p>412:5 Approval of Form</p> <p>I. The commissioner may disapprove such form if it contains a provision that does not comply with the requirements of law, is inequitable, misleading, deceptive, or encourages misrepresentation of such policy.</p>	<p>YES:    NO: Page # or If NO:</p>
<p>ARBITRATION</p>	<p><a href="#">RSA 542:1</a></p>	<p>542:1 Validity of Arbitration Agreements</p> <p>A provision in any written contract to settle by arbitration a controversy thereafter arising out of such contract, or an agreement in writing to submit to arbitration any controversy existing at the time of the agreement to submit, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract. The provisions of this chapter shall not apply to any arbitration agreement between employers and employees, or between employers and associations of employees unless such agreement specifically provides that it shall be subject to the provisions of this chapter.</p>	<p>YES:    NO: Page # or If NO:</p>

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	<p><a href="#">RSA 542:2</a></p> <p><a href="#">RSA 542:8</a></p> <p><a href="#">RSA 417:4 XVII d</a></p>	<p>542:2 Stay of Proceedings Brought in Violation of Arbitration Agreements. – If any suit or proceeding be brought upon any issue referable to arbitration under such an agreement in writing for arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration.</p> <p>542:8 Jurisdiction of Court to Confirm, Modify, or Vacate Award. At any time within one year after the award is made any party to the arbitration may apply to the superior court for an order confirming the award, correcting or modifying the award for plain mistake, or vacating the award for fraud, corruption, or misconduct by the parties or by the arbitrators, or on the ground that the arbitrators have exceeded their powers. Where an award is vacated and the time within which the agreement required the award to be made has not expired, the court may in its discretion, direct a rehearing by the arbitrators or by new arbitrators appointed by the court.</p> <p>XVII. Complaint Handling Procedures Applicable to Insurance Companies.</p> <p>(d) Failing to provide within this state reasonable means whereby any person aggrieved by the application of an insurer's rating system, claims practices, sales practices or underwriting procedures may be heard, in person or by an authorized representative, upon the person's written request to review the manner in which such procedures were applied in connection with insurance afforded or tendered to the person.</p>	

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BANKRUPTCY PROVISIONS	<a href="#">RSA 417:4 XIV</a>	417:4 Unfair Methods, Acts, and Practices Defined XIV. Coverage Reduction. Reduction by an insurance company authorized to do business in this state of liability limits or increasing premiums on any policy during its term, without the consent of the insured.	YES:    NO: Page # or If NO:
BLANK ENDORSEMENTS	<a href="#">RSA 412:5 I</a>	412:5 Approval of Form I. The commissioner may disapprove such form if it contains a provision that does not comply with the requirements of law, is not in the public interest, is contrary to public policy, is inequitable, misleading, deceptive, or encourages misrepresentation of such policy.	YES:    NO: Page # or If NO:
CANCELLATION / COMMERCIAL	<a href="#">RSA 417-C:1</a>	417-C:1 Grounds for Cancellation I. A notice of cancellation of a policy, to which RSA 417-C:2 applies, shall be effective only if it is based on one or more of the following reasons: (a) Nonpayment of a premium, including nonpayment of any additional premiums due from an audit conducted in accordance with law for the prior policy term; or (b) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or (c) Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the commissioner. II. This section shall not apply to any policy or coverage which has been in effect less than 60 days at the time notice of cancellation is mailed or delivered by the insurer unless it is a renewal policy. III. This section shall not apply to nonrenewal.	YES:    NO: Page # or If NO:

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CANCELLATION / PERSONAL	<a href="#">RSA 417-A:4</a>	<p>417-A:4 Cancellation, Grounds            No insurer, after a policy has been in effect for 60 days, or if a policy is a renewal, effective immediately, shall cancel a policy except for one or more of the following reasons:</p> <p>I. Nonpayment of premium;            II. [Repealed.]            III. Specific request of the insured.            IV. Failure to sign the New Hampshire residency form as required by RSA 417-A:3-b.</p>	<p>YES:    NO:            Page # or If NO:</p>
CERTIFICATIONS	<a href="#">NHCAR Part Ins. 1406.01</a>	<p>Residency Requirements for Automobile Insurance in the Voluntary Market and the New Hampshire Automobile Reinsurance Facility</p> <p>Ins 1406.01 Statement of Residency Including Applicable Exemptions.</p> <p>(a) Pursuant to RSA 417-A:3-b, insurers or their producers shall provide to applicants, and shall require applicants to sign and date form INS 1 Statement of Residency Including Applicable Exemptions (Appendix I) prior to issuing or upon delivery of a policy of automobile insurance.</p> <p>(b) An exemption from the residency requirement shall be permitted if:</p> <p>(1) The motor vehicle to be insured is garaged exclusively in New Hampshire; or</p> <p>(2) The applicant is on active duty in the military service of the United States and claims New Hampshire as his legal state of residence; or</p> <p>(3) The applicant is on active duty in the military service of the United States and currently stationed in New Hampshire and all vehicles to be insured on the policy for which application is made are currently garaged in New Hampshire, and</p>	<p>YES:    NO:            Page # or If NO:</p> <p>:</p>

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		<p>(4) The applicant(s) acknowledge(s) that he/she/they shall be subject to prosecution, imprisonment of up to one year, a fine of \$2,000 and the denial of coverage for any loss, not occurring in New Hampshire, under the policy for which application is made, should the applicant(s) falsely claim the residency exemption for himself/herself/themselves or any named insured, or fail to notify the insurer at policy renewal should any named insured cease to be eligible for a New Hampshire residency exemption.</p> <p>(c) Applicant(s) shall supply on Form INS 1 the following information:</p> <p>(1) If the applicant(s) are filing for residency status:</p> <ul style="list-style-type: none"> <li>a. The street address, if applicable;</li> <li>b. The applicant(s)' attestations of residency for all named insureds to be insured on the policy for which application is made;</li> <li>c. The applicant(s)' statement of obligation to inform his/her/their insurance company prior to the next renewal of the policy for which application is made should any named insured cease to be a New Hampshire resident; and</li> <li>d. The applicant(s)' acknowledgement that he/she/they shall be subject to prosecution, imprisonment of up to one year, a fine of \$2,000 and the denial of coverage for any loss, not occurring in New Hampshire, under the policy for which application is made, should the applicant(s) falsely claim residency for himself/herself/themselves or any named insured, or fail to notify the insurer at policy renewal should any named insured cease to be a New Hampshire resident; or</li> </ul> <p>(2) If the applicant(s) are filing for an exemption, the applicable exemption.</p> <p>(d) The information contained in Form INS 1 shall be relied upon in connection with future renewals of the automobile insurance policy for which the applicant(s) is applying.</p>	

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		(e) It shall be the responsibility of the applicant(s) to inform their insurance company if the information contained in Form INS 1 ceases to be correct.	
<p>CONCEALMENT, MISREPRESENTATION AND FRAUD</p>	<p><a href="#">RSA 417-A &amp; RSA 417-C</a></p> <p><a href="#">RSA 412:5, I</a></p> <p><a href="#">NHCAR PART Ins 1402.03 (f)</a>  (cancellation required, recession not permitted)</p>	<p>See RSA 417-A applicable to Personal Auto; See RSA 417-C applicable to Commercial Auto</p> <p>Concealment, Misrepresentation or Fraud provisions may not "void" or rescind the entire policy.</p> <p>Coverage may not be denied to any insured(s) who had no knowledge of or participation in any concealment, misrepresentation or fraud. [Explanation: Such provisions are disapproved under RSA 412:5 on the ground that they are inequitable to the innocent co-insured.]</p> <p>Voluntary Market Refusal to Write; Refusal to Renew; Cancellation.</p> <p>(f) Insurers shall not void or cancel a policy back to its inception date, unless permitted by law. [Explanation: New Hampshire's policy avoidance statutes, RSA 417-A &amp; RSA 417-C, are written in terms of cancellation and non-renewal. As such, the only means by law that is permitted is an action in equity that requires court action and not mere contract language as that is not permitted by the two applicable avoidance statutes.]</p>	<p>YES:    NO: Page # or If NO:</p>

<p>CONTENT OF POLICIES</p>	<p><a href="#">NHCAR Part Ins. 1402.02 (a)</a></p> <p><a href="#">NHCAR Part Ins. 1401.03 (a),(b) and (c)</a></p> <p><a href="#">NHCAR Part Ins. 1402.03 (b), (d) and (f)</a></p>	<p>(a) "Automobile insurance" means primary insurance against bodily injury or property damage, including legal liability, arising out of the ownership, operation, maintenance or use of motor vehicle(s). The term includes medical payments insurance, physical damage insurance, uninsured motorists insurance, and other related insurance coverage arising out of the ownership, operation, maintenance or use of motor vehicle(s), but does not include umbrella or excess coverage.</p> <p>Ins. 1401.03 <u>Service</u>.</p> <p>(a) All insurers authorized to write automobile insurance in this state shall issue to any eligible risk a policy of automobile insurance covering private passenger automobiles.</p> <p>(b) Every participating insurer and producer shall provide to any eligible risk seeking automobile insurance covering private passenger automobiles the same level of service regardless of whether the person is or becomes a risk which is ceded to the facility.</p> <p>(c) The policy shall be of the type afforded by such insurer to the public, and utilizing the premium payment plans, rules and classification systems then in effect for such insurer, and shall provide the coverages and coverage limits as requested by the insured and as required under the provisions of Ins 1402.03(a).</p> <p>Ins. 1402.03 Voluntary Market Refusal to Write; Refusal to Renew; Cancellation.</p> <p>(b) Insurers shall not claim that suspension or revocation of an insured's driving privileges are grounds for asserting that coverage has been forfeited under the provisions of RSA 264:3 or cancelled under RSA 417-A:4, when the suspension or revocation can be directly attributed to the insurer's failure to file the necessary certification in compliance with RSA 264.</p>	<p>YES:      NO: Page # or If NO:</p>
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insurance commissioner notifies the insurance company in writing that, in his opinion, the form of the policy does not comply with the laws of the state. Notification of his approval or disapproval shall be given in writing within said period. The insurance commissioner shall approve a form of policy which contains the name and address of the insured, a description of the vehicles covered, with the premium charges therefor, the policy period, the limits of liability as between the insured and the insurance company, and an agreement that insurance is provided in accordance with and subject to the provisions of this chapter. The policy may provide that the insured, or any other person covered by the policy, shall reimburse the insurance carrier for payment made on account of any loss or damage claim or suit involving a breach of the terms, provisions or conditions of the policy; and further, if the policy shall provide for limits in excess of the limits specified in this chapter, the insurance carrier may plead against any plaintiff, with respect to the amount of such excess limits of liability, any defenses which it may be entitled to plead against the insured, and any such policy may further provide for the prorating of the insurance thereunder with other applicable valid and collectible insurance.

II. In the event that a company or filing or rating organization eliminates or reduces coverages, conditions or definitions in its policies issued under this section other than at the request of a policyholder, the company must attach to the policy a printed notice in each such policy explaining clearly what coverages, conditions or definitions have been eliminated or reduced. If explanations of such reduced or eliminated coverages are not contained in the printed notice attached to its policies, then such coverages, conditions or definitions shall remain in full force and effect without such reductions or eliminations. The requirements of this section shall apply only to such policies renewed or endorsed with the same company.

<p>CREDIT SCORING</p>	<p><a href="#">NHCAR Part Ins. 3309.02</a></p>	<p>NOTICE TO INSURED, USE OF INFORMATION FROM CONSUMER REPORTS; ADVERSE ACTION</p> <p>Ins 3309.02 Adverse Action Notification</p> <p>(a) Any notice required pursuant to this section shall include the following information:</p> <p>(1) Notification to the consumer that an adverse action has been taken in accordance with the requirement of the federal Fair Credit Reporting Act, 15 U.S.C. 1681m(a); and</p> <p>(2) The name, address and telephone number of the consumer reporting agency, including a toll-free number established by the agency if the agency compiles and maintains files on consumers on a nationwide basis, that furnished the report to the insurer; and</p> <p>(3) A statement that the insurer, and not the credit reporting agency, used an insurance score or information from a consumer report in the rating or underwriting of the private passenger automobile or homeowners insurance policy, and the credit reporting agency is unable to provide the consumer with any explanations or reasons as to the actions taken by the insurer; and</p> <p>(4) A telephone contact number the consumer may call to discuss aspects of the adverse action notice with a representative of the insurer who can:</p> <ol style="list-style-type: none"> <li>a. Review the notice;</li> <li>b. Be available to address questions related to: <ol style="list-style-type: none"> <li>1. The insurer's use of credit; and</li> <li>2. The insurer's adverse action notice and factors reflected therein.</li> </ol> </li> </ol> <p>(5) Provide a statement advising of the consumer's rights to obtain a free copy of their credit report from the consumer reporting agency and the right to file a dispute with the consumer reporting agency over the accuracy or completeness of any information in the credit report furnished by the agency.</p> <p>(b) In addition to the information set forth in Ins 3309.02 (a) above, any notice required pursuant to this section shall also include the following</p>	<p>YES:    NO: Page # or If NO:</p>
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(1) information: A statement advising of the consumer's rights to obtain a free copy of their credit report from the consumer reporting agency and the right to file a dispute with the consumer reporting agency over the accuracy or completeness of any information in the credit report furnished by the agency.

(2) An explanation of the reasons for the adverse action, that shall include:

- a. Up to 4 credit factors that were the primary factors influencing the adverse action; and
- b. An explanation of each of the factors in (b)(2)a. above that meets the standards provided under paragraph (c).

(c) Any explanation required in Ins 3309.02 shall:

(1) Be provided in clear and simple language so that a person can

identify the basis for the insurer's decision to take an adverse action; and

(2) Not use general terms or terminologies that do not provide specific

information relevant to the consumer. Examples of such general terminology include, but are not limited to:

- a. Poor credit history;
- b. Poor credit rating;
- c. Poor insurance score; and
- d. Other descriptors such as "unfavorable" or

"unsatisfactory" if they do not provide clear standards for the consumer to evaluate the actions of the insurer.

(3) Rely, at the option of the insurer, upon standardized credit explanations provided by consumer reporting agencies or other third party vendors as long as such explanations comply with all provisions enumerated in this chapter.

		<p>PART Ins 3310 ADDITIONAL CONSUMER PROTECTIONS  Ins 3310.01 Review of Action</p> <p>(a) If a consumer believes that any adverse action taken by an insurer violates this chapter or the provisions of RSA 417:4 VIII (g); RSA 417-A or RSA 417-B, the consumer may request in writing, within 10 days of receipt of the insurer's or producer's notice, that the commissioner review the action of the insurer.</p> <p>(b) If an insurer shall receive confirmation of an inaccuracy in a credit report from a consumer reporting agency, the insurer shall, within 30 days after receipt of the notice and retroactive to the effective date:</p> <ol style="list-style-type: none"> <li>(1) Re-underwrite the consumer, if applicable;</li> <li>(2) Re-rate the consumer's insurance policy; and</li> <li>(3) Adjust the premium accordingly.</li> </ol>	
DAMAGE ESTIMATES	<a href="#">NH CAR PART Ins.1002.14</a>	<p>PART Ins 1002 Claim Settlement For Property &amp; Casualty Insurance</p> <p>Ins 1002.14 <u>Estimates</u>. The insured or claimant shall only be responsible for the cost of one damage estimate for motor vehicle property damage liability and collision and comprehensive claims. The insurer shall be responsible for any charge incurred by the insured or claimant for a second or any subsequent damage estimates required by the insurer.</p>	<p>YES: NO:  Page # or If NO:</p>
DECLARATIONS PAGE	<a href="#">RSA 402:12 II (a) and (b)</a>	<p>402:12 Licenses</p> <p>II. (a) All insurance policies and contracts, and any endorsements or amendments separately issued and intended to be attached to such policies or contracts, shall identify the legal name, as set forth in paragraph II, of the insurer that is directly assuming the obligations under the policy or contract. Inclusion of the legal name</p>	<p>YES: NO:  Page # or If NO:</p>

		<p>of the insurer in a policy jacket, declaration, or other similar cover page issued with the policy, contract, or endorsement shall be deemed to be in compliance with this requirement.</p> <p>(b) Identification of the insuring company on any advertisement or promotional materials shall be governed by the laws or rules related to advertisements, misrepresentations in sale of insurance, and misrepresentation in insurance transactions.</p>	
DEDUCTIBLES	<a href="#">NHCAR Part Ins. 1002.19</a>	<p>Ins 1002.19 <u>Miscellaneous Provisions.</u></p> <p>(a) Pursuant to RSA 417-A:11 an insurer shall not apply an insured's collision deductible when the damage is:</p> <ol style="list-style-type: none"> <li>(1) Caused by an uninsured motor vehicle, and</li> <li>(2) The operator of the uninsured motor vehicle has been positively identified; and</li> <li>(3) The operator of the uninsured motor vehicle is solely at fault.</li> </ol> <p>(b) Every insurer shall exercise due diligence in the pursuit of subrogation on behalf of the insured. Upon receipt of the final subrogation recovery, the insurer shall return the insured's portion as soon as practical but not later than 30 days from receipt of the final recovery.</p>	<p>YES:    NO:</p> <p>Page # or If NO:</p>
DEFINITIONS	<a href="#">RSA 259:60</a>	<p>Critical terms must be defined.</p> <p>259:60 Motor Vehicle</p> <p>"Motor vehicle" shall mean:</p> <ol style="list-style-type: none"> <li>I. Except where otherwise specified in this title, any self-propelled vehicle not operated exclusively on stationary tracks, including ski area vehicles.</li> </ol> <p>Ins 1402.02 Definitions Applicable to the Voluntary Market; and Ins 1405.02 Definitions Applicable to the New Hampshire Automobile Reinsurance Facility</p>	<p>YES:    NO:</p> <p>Page # or If NO:</p>

	<p><a href="#">NHCAR Part Ins. 1402.02 (a), (h), (l), (r)</a></p> <p>and</p> <p><a href="#">NHCAR Part Ins. 1405.02 (a), (q), (v), (r)</a></p>	<p>(a) "Automobile insurance" means primary insurance against bodily injury or property damage, including legal liability, arising out of the ownership, operation, maintenance or use of motor vehicle(s). The term includes medical payments insurance, physical damage insurance, uninsured motorists insurance, and other related insurance coverage arising out of the ownership, operation, maintenance or use of motor vehicle(s), but does not include umbrella or excess coverage.</p> <p>(h) or (q) "Motor vehicle" means any of the following vehicles, whether owned, leased for a contract period of at least 6 months or not owned by the insured, so long as the vehicle is not one that is used as a public livery conveyance for passengers, rented to the insured with a driver, furnished to an insured for regular use, or used without express or implied consent of the owner:</p> <ol style="list-style-type: none"> <li>(1) An automobile;</li> <li>(2) A pick-up body, a delivery sedan, a panel truck, or similar type vehicle not customarily used in the occupation, profession, or business of the insured other than farming;</li> <li>(3) Motorcycle, motorbike, motorscooter, or similar 2-wheel or 3-wheel vehicle;</li> <li>(4) Off highway recreational vehicles which are subject to registration under RSA 215-A; or</li> <li>(5) Motorhomes, meaning a self-propelled motor vehicle with a living area that is an integral part of the vehicle chassis, or a pickup with a permanently attached camper body in which the living area or camper body consists of facilities for cooking and sleeping.</li> </ol> <p>(l) or (v) "Private passenger automobile" means any motor vehicle as defined in (h) above.</p> <p>(r) "Resident" means:</p> <ol style="list-style-type: none"> <li>(1) A person who maintains his or her true, fixed and permanent residence within the state of New Hampshire and does not claim residency in any other state for any purpose and who has, through all of his or her actions, demonstrated a current intent to designate that the permanent residence is his or her principal place</li> </ol>	
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		<p>of physical presence for the indefinite future to the exclusion of all others;</p> <p>(2) A person who has previously met the conditions of (1) above and who now maintains a permanent place of residence in New Hampshire for the entire year and has actually spent more than 183 days in New Hampshire during the previous calendar year; or</p> <p>(3) A person who is without a permanent street address due to homelessness, or, a person who is temporarily without a permanent street address due to traveling outside of the state of New Hampshire in a recreational vehicle for a period not to exceed 2 years, and who has met and can demonstrate the requirements of RSA 261:52-b or RSA 261:52-c.</p>	
DISCRIMINATION	<a href="#">RSA 417:4 VIII (d) (e) and (g)</a>	<p>417:4 Unfair Methods, Acts, and Practices Defined</p> <p>VIII. Unfair Discrimination.</p> <p>(d) Making or permitting any unfair distinction or discrimination in any contract of insurance or annuity contract.</p> <p>(e) Refusing to insure risks solely because of age (except in the case of life, accident or health insurance), place or area or residence, race, color, creed, national origin, ancestry, marital status, lawful occupation including the military service (except in the case of life, accident or health insurance), of anyone who is or seeks to become insured or solely because another insurer has refused to write a policy, or has cancelled or has refused to renew an existing policy in which that person was the name insured or, except in the instance of excess coverages, solely because the insured does not insure collateral primary, personal types of insurance with the insurer.</p> <p>(g) Charging a higher premium for private passenger automobile or homeowner insurance solely on the basis of information obtained from a credit rating, a credit history, or a credit scoring model.</p>	<p>YES:    NO:</p> <p>Page # or If NO:</p>

EXCLUSIONS & LIMITATIONS	<a href="#">RSA 412:5 I &amp; II</a>	<p>412:5 Approval of Form</p> <p>I. The commissioner may disapprove such form if it contains a provision that does not comply with the requirements of law, is not in the public interest, is contrary to public policy, is inequitable, misleading, deceptive, or encourages misrepresentation of such policy.</p> <p>II. No liability policy issued or delivered in this state that insures against personal risk shall contain any exclusion which would preclude coverage for intra-family or inter-spousal claims.</p>	YES: NO: Page # or If NO:
FRAUD WARNING	<a href="#">RSA 402:82 I</a>	<p>402:82 Claim Forms and Applications</p> <p>I. All insurance claim forms shall contain a statement that clearly states in substance the following: "Any person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20."</p>	YES: NO: Page # or If NO:
GUEST PASSENGER LIABILITY	<a href="#">RSA 264:18 I</a>	<p>Liability coverage must be provided at least to the statutory minimum for the liability of the driver to all passengers. Sub-limits are not permitted (See "Sub-limits" in Notes below).</p> <p>A motor vehicle liability policy, except as to coverage providing protection against uninsured motor vehicles required by RSA 264:14 shall be subject, with respect to accidents which occur in New Hampshire and within limits of liability required by this chapter, to the following provisions which need not be contained therein:</p> <p>I. The liability of any company under a motor vehicle liability policy shall become absolute whenever loss or damage covered by said policy occurs, and the satisfaction by the insured of a final judgment for such loss or damage shall not be a condition precedent to the right or duty of the company to make payment on account of said loss or damage. No agreement between the</p>	YES: NO: Page # or If NO:

	<p><a href="#">RSA 259:61</a></p>	<p>company and the insured after the insured has incurred liability for loss or damage covered by the policy shall operate to defeat the company's liability to pay for such loss or damage. Upon the recovery of a final judgment against any person for any loss or damage specified in this section, if the judgment debtor was, at the accrual of the cause of action, protected against liability therefor under a motor vehicle liability policy, the judgment creditor shall be entitled to have the insurance money applied to the satisfaction of the judgment.</p> <p>"Motor vehicle liability policy" shall mean a policy of liability insurance which provides:</p> <p>I. Indemnity for or protection to the insured and any person responsible to him for the operation of the insured's motor vehicle, trailer, or semi-trailer who has obtained possession or control thereof with his express or implied consent, against loss by reason of the liability to pay damages to others for damage to property, except property of others in charge of the insured or his employees, or bodily injuries, including death at any time resulting therefrom, accidentally sustained during the term of said policy by any person other than the insured, or employees of the insured actually operating the motor vehicle or such other person responsible as aforesaid who are entitled to payments or benefits under the provisions of any workers' compensation act arising out of the ownership, operation, maintenance, control, or use within the limits of the United States of America or the Dominion of Canada of such motor vehicle, trailer or semi-trailer, <b>to the amount or limit of at least \$25,000 on account of injury to or death of any one person, and subject to such limit as respects injury or death of one person, of at least \$50,000 on account of any one accident resulting in injury to or death of more than one person, and at least \$25,000 for damage to property of others</b>, as herein provided, or a binder pending the issue of such a policy or an endorsement to an existing policy, as defined in RSA 264:14, 18, and 19, and</p> <p>II. Which further provides indemnity for or protection to the</p>	
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		<p>named insured and to the spouse of such named insured as insured if a resident of the same household, or the private chauffeur or domestic servant acting within the scope of the employment of any such insured with respect to the presence of any such insured in any other motor vehicle, from liability as a result of accidents which occur in New Hampshire due to the driving of any motor vehicle, trailer, or semi-trailer not owned in whole or in part by such insured; provided, however, the insurance afforded under this paragraph applies only if no other valid and collectible insurance is available to the insured.</p> <p>III. The coverages described in paragraphs I and II, except as to the minimum financial responsibility limits, shall not apply to any insured operator whose driver's license has been suspended or revoked if the applicable motor vehicle liability policy so provides. Coverage under RSA 264:15 or RSA 264:16 shall not apply to any insured operator whose driver's license has been suspended or revoked if the applicable motor vehicle liability policy so provides.</p> <p>IV. The minimum coverage requirements described in paragraphs I and II and in RSA 264:15 and RSA 264:16 shall not apply to any tractor with a farm tractor registration if an insured, at the insured's election, purchases a liability policy other than a motor vehicle policy to cover the tractor.</p>	
LOSS SETTLEMENTS	<p><a href="#">NHCAR Part Ins. 1002</a></p> <p><a href="#">NHCAR Part Ins. 1002.02 (g), (h)</a></p>	<p>PART Ins 1002 CLAIM SETTLEMENT FOR PROPERTY &amp; CASUALTY INSURANCE</p> <p>Ins 1002.02 Definitions</p> <p>(g) "Insured" means, for the purposes of this rule only, a person or persons who are included in the definition of an insured as set forth in the insurance policy. The term "insured" includes the insured's authorized representative acting on behalf of the insured.</p> <p>(h) "Investigation" means the initial contact or documented attempted contact with the insured or claimant and all activities of an insurer directly or indirectly related to the determination of liabilities under coverages afforded by an insurance policy.</p>	<p>YES: NO: Page # or If NO:</p>

	<p><a href="#">NHCAR Part Ins. 1002.05 (a) (d)</a></p> <p><a href="#">NHCAR Part Ins. 1002.10</a></p> <p><a href="#">NHCAR Part Ins. 1002.11</a></p>	<p>Ins 1002.05 Claims Settlement Time Limits.</p> <p>(a) Unless otherwise provided by law, every insurer shall establish procedures to:</p> <p>(1) Commence an investigation of any notice of a claim filed by an insured or claimant not later than 5 working days from receipt of the notice of a claim; and</p> <p>(d) Unless otherwise provided by law, every insurer shall pay all or part of the claim:</p> <p>(1) Within 5 working days from date of agreement with an insured or claimant; or</p> <p>(2) Within 5 working days after receipt from the insured or claimant, of documentation needed to process the claim for payment as requested by the insurer.</p> <p>Ins 1002.10 <u>Insurers Use of Unlicensed Adjusters Prohibited</u>. No insurer shall employ or otherwise utilize the services of an adjuster unless that adjuster has complied with all the appropriate licensing provisions of RSA 402-B or has been granted a temporary license pursuant to RSA 402-B:11, however, any claim adjusted to the satisfaction of an insurer and the insured or claimant by an unlicensed adjuster shall bind the insurer.</p> <p>Ins 1002.11 <u>Communications With Claims Department</u>. To facilitate communication, every insurer shall provide a toll-free telephone number on all forms or correspondence and if it chooses to do so, a facsimile number and/or e-mail address whereby the insured or claimant can contact the company claims office, independent adjuster or appraiser handling the particular claim.</p>	
MEDICAL PAYMENTS	<a href="#">RSA 264.16</a>	<p>264:16 Medical Payments</p> <p>I. Any motor vehicle liability policy, as defined in RSA 259:61, covering a private passenger automobile and issued with respect to</p>	<p>YES: NO:</p> <p>Page # or If NO:</p>

	<p><a href="#">RSA 264:17</a></p>	<p>any motor vehicle registered or principally garaged in this state, shall provide medical payments coverage therein or supplemental thereto in an amount equal to or greater than \$1,000 per person for medical costs incurred as a result of injuries sustained in an accident involving the insured vehicle by the driver and passengers in said vehicle. Such coverage shall apply only to medical costs incurred during 3 years following the date the injuries are sustained.</p> <p>II. A health carrier, as defined in RSA 420-G:2, VIII, shall not coordinate benefits against medical payments coverage.</p> <p>III. Medical payments coverage shall not be assignable to any health care provider.</p> <p>IV. The insured shall have the exclusive right to submit a claim for medical expenses under either medical payments coverage or a health insurance policy or both, as the insured elects; provided, however, an insured shall not be entitled to duplicate payment from medical payments coverage and a health insurance policy for the same medical expense.</p> <p>V. This section shall not apply to any commercial policy insuring more than 4 automobiles, nor to any commercial policy covering a garage, automobile sales agency, repair shop, service station, public parking place operation hazards, or trucking operation.</p> <p>264:17 Subrogation Prohibited The right of subrogation against any third party shall not exist or be claimed in favor of the insurer who has paid or reimbursed, to or for the benefit of the insured, medical costs under coverage provided for pursuant to RSA 264:16.</p>	
<p>MINIMUM STANDARDS FOR CONTENT (Primary Coverage-Policies and Standard Forms)</p>	<p><a href="#">RSA 264:18</a></p>	<p>264:18 Required Provisions A motor vehicle liability policy, except as to coverage providing protection against uninsured motor vehicles required by RSA 264:14 shall be subject, with respect to accidents which occur in New Hampshire and within limits of liability required by this chapter, to the following provisions which need not be contained therein:</p>	<p>YES:    NO: Page # or If NO:</p>

I. The liability of any company under a motor vehicle liability policy shall become absolute whenever loss or damage covered by said policy occurs, and the satisfaction by the insured of a final judgment for such loss or damage shall not be a condition precedent to the right or duty of the company to make payment on account of said loss or damage. No agreement between the company and the insured after the insured has incurred liability for loss or damage covered by the policy shall operate to defeat the company's liability to pay for such loss or damage. Upon the recovery of a final judgment against any person for any loss or damage specified in this section, if the judgment debtor was, at the accrual of the cause of action, protected against liability therefor under a motor vehicle liability policy, the judgment creditor shall be entitled to have the insurance money applied to the satisfaction of the judgment.

II. The policy, the written application therefor, if any, and any rider or endorsement, which shall not conflict with the provisions of this chapter, shall with the provisions of this section and any other applicable statutes constitute the entire contract between the parties.

III. With respect to accidents which occur within this state and subject to the minimum limits of liability validly made under the authority of RSA 259:61, the policy is to be interpreted with reference hereto and the liability of the company under the policy shall thereby become absolute upon the occurrence of such an accident; no statement made by the insured or on his behalf, and no violation of exclusions, conditions, other terms, or language contained in the policy, and no unauthorized or unlawful use of the vehicle except as provided in paragraph VI of this section, whether or not a premium charge has been made and paid, shall operate to defeat or avoid the policy so as to bar recovery for such accidents within said limits of liability.

IV. If the death, insolvency, or bankruptcy of the insured shall occur within the policy period, the policy during the unexpired portion of such period shall cover the person or persons entitled to possession of the vehicle of the insured. Such policy shall contain

such provisions, not inconsistent with this chapter, as shall be required by the insurance commissioner.

V. In an action of tort where payment of the judgment is secured by a motor vehicle liability policy and where the defendant has been defaulted for failure to enter an appearance, damages shall not be assessed, except by special order of the court, until the expiration of 30 days after the plaintiff has given notice of such default to the company issuing or executing such policy and has filed an affidavit thereof. Such notice may be given by mailing the same, postage prepaid, to the said company or to its agent who issued or executed such policy. Upon receipt of information and having become satisfied that the insured has failed to comply with the terms of his policy in regard to notice to the company of an accident, the director shall revoke his license and registration for such period as the director shall determine.

VI. The insurance applies to any person who has obtained possession or control of the vehicle of the insured with his express or implied consent even though the use in the course of which liability to pay damages arises has been expressly or impliedly forbidden by the insured or is otherwise unauthorized. This provision, however, shall not apply to the use of a vehicle converted with the intent to wrongfully deprive the owner of his property therein.

VII. No liability insurer shall require that a bodily injury claim be settled or adjudicated as a condition precedent to the settlement of a property damage claim arising out of the same accident.

No evidence of settlement of a property damage claim shall be admissible as evidence of liability in the trial of any other cause of action arising out of the same accident.

<p>NON-RENEWAL Commercial</p>	<p><a href="#">RSA 417-C:3</a></p>	<p>Notice of Nonrenewal No insurer shall increase renewal premiums more than 25 percent for a 12-month renewal term or refuse to renew a policy at its expiration or anniversary if written for a term of more than one year unless such insurer or its agent shall mail or physically (not electronically) deliver to the named insureds at the address shown in the policy, advance notice of the proposed renewal premium or its intention not to renew. The notice shall be at least 60 days in advance of the policy's scheduled expiration or anniversary date. This section shall not apply if the insurer has manifested its willingness to renew with a premium increase of no more than 25 percent, or in case of nonpayment of premium, or if the insured fails to pay any advance premium required by the insurer for renewal. However, notwithstanding the failure of an insurer to comply with this section, any coverage shall terminate on the effective date of any other coverage acquired by the insured to the extent the acquired coverage substantially duplicates coverages of the renewal. Renewal of a policy shall not constitute a waiver or estoppel with respect to grounds for cancellation which existed before the effective date of such renewal.</p>	<p>YES:    NO: Page # or If NO:</p>
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<p>NON-RENEWAL Personal</p>	<p><a href="#">RSA 417-A:5</a></p>	<p>Cancellation, Refusal to Renew, Notice</p> <p>No cancellation or refusal to renew by an insurer of a policy of automobile insurance shall be effective unless the insurer physically (not electronically) delivers or mails, to the named insured at the address shown in the policy a written notice of the cancellation or refusal to renew. Such notice shall:</p> <p>I. Be approved as to form by the insurance commissioner prior to use.</p> <p>II. State the date on which such cancellation or refusal to renew shall become effective. The effective date shall not be less than 45 days after the date the notice is mailed or delivered to the named insured provided however, the effective date may be 10 days from the date of mailing or delivery when:</p> <p>(a) The policy is being cancelled or not renewed for nonpayment of premium; or</p> <p>(b) The policy is not a renewal policy and the cancellation notice is mailed or delivered within 60 days of the policy's effective date and the insurer otherwise complies with all laws and rules related to cancellation of automobile insurance.</p> <p>III. State the specific reason or reasons of the insurer for cancellation or refusal to renew.</p> <p>IV. Advise the insured that the insured has the right to request that the insurance commissioner review the insurer's decision to cancel or not renew the policy. This notice shall advise the insured that in order to request the commissioner's review of the cancellation or nonrenewal, the insured must send a written request to the commissioner within 10 days of receiving the insurer's notice of cancellation or nonrenewal. The insurer shall also provide in the notice, the phone number and mailing address of the New Hampshire insurance department.</p> <p>V. In case of an automobile policy, in the notice advise the insured of eligibility for insurance through the automobile reinsurance facility.</p>	<p>YES:    NO: Page # or If NO:</p>
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NOTICE REQUIREMENTS		See above: "Cancellation Section(s)" and "Non-Renewal Section(s)"  See below in Notes on "Take All Comers"	YES:    NO: Page # or If NO:
PERMISSIBLE DRIVER	<a href="#">RSA 259:61</a>	259:61 Motor Vehicle Liability Policy  "Motor vehicle liability policy" shall mean a policy of liability insurance which provides: I. Indemnity for or protection to the insured and any person responsible to him for the operation of the insured's motor vehicle, trailer, or semi-trailer who has obtained possession or control thereof with his express or implied consent, against loss by reason of the liability to pay damages to others for damage to property, except property of others in charge of the insured or his employees, or bodily injuries, including death at any time resulting therefrom, accidentally sustained during the term of said policy by any person other than the insured, or employees of the insured actually operating the motor vehicle or such other person responsible as aforesaid who are entitled to payments or benefits under the provisions of any workers' compensation act arising out of the ownership, operation, maintenance, control, or use within the limits of the United States of America or the Dominion of Canada of such motor vehicle, trailer or semi-trailer, to the amount or limit of at least \$25,000 on account of injury to or death of any one person, and subject to such limit as respects injury or death of one person, of at least \$50,000 on account of any one accident resulting in injury to or death of more than one person, and at least \$25,000 for damage to property of others, as herein provided, or a binder pending the issue of such a policy or an endorsement to an existing policy, as defined in RSA 264:14, 18, and 19, and II. Which further provides indemnity for or protection to the named insured and to the spouse of such named insured as insured if a resident of the same household, or the private chauffeur	YES:    NO: Page # or If NO:

	<p><a href="#">RSA 264:18 VI</a></p>	<p>or domestic servant acting within the scope of the employment of any such insured with respect to the presence of any such insured in any other motor vehicle, from liability as a result of accidents which occur in New Hampshire due to the driving of any motor vehicle, trailer, or semi-trailer not owned in whole or in part by such insured; provided, however, the insurance afforded under this paragraph applies only if no other valid and collectible insurance is available to the insured.</p> <p>III. The coverages described in paragraphs I and II, except as to the minimum financial responsibility limits, shall not apply to any insured operator whose driver's license has been suspended or revoked. Coverage under RSA 264:15 or RSA 264:16 shall not apply to any insured operator whose driver's license has been suspended or revoked.</p> <p>264:18 Required Provisions A motor vehicle liability policy, except as to coverage providing protection against uninsured motor vehicles required by RSA 264:14 shall be subject, with respect to accidents which occur in New Hampshire and within limits of liability required by this chapter, to the following provisions which need not be contained therein:</p> <p>VI. The insurance applies to any person who has obtained possession or control of the vehicle of the insured with his express or implied consent even though the use in the course of which liability to pay damages arises has been expressly or impliedly forbidden by the insured or is otherwise unauthorized. This provision, however, shall not apply to the use of a vehicle converted with the intent to wrongfully deprive the owner of his property therein.</p>	
PREMIUM AUDIT	<p><a href="#">RSA 402:81 I (c)</a> <a href="#">(d)</a> <a href="#">Not applicable to Personal Auto</a></p>	<p>May be applicable to some commercial auto. (c) For auditable policies: (1) Audits shall be conducted promptly, no more than 120 days after the expiration or cancellation of the policy, provided that there is no bona fide dispute; and</p>	<p>YES:    NO: Page # or If NO:</p>

		<p>(2) If there is no bona fide dispute, the refund of gross unearned premium shall become due on the date of the completed audit.</p> <p>(3) In cases where the amount of refund is in bona fide dispute, the refund shall not become due until the dispute is resolved and the audit is completed. The insurer shall notify the insured in writing that there is a bona fide dispute and this notice shall toll the 120-day time period until the dispute is resolved. Upon resolution of the dispute, the insurer shall proceed to complete the audit within the time remaining in the 120-day time period.</p> <p>(4) A bona fide dispute includes the insured's failure to cooperate with the audit, provided the insurer has notified the insured of:</p> <p>(A) The acts or omissions that constitute the insured's failure to cooperate; and</p> <p>(B) The consequences of the insured's failure to cooperate, including delay in the completion of the audit and payment of any refund due.</p> <p>(d) This paragraph shall not apply to retrospectively rated policies.</p>	
PREMIUM REFUND	<a href="#">RSA 402:81 I</a> <a href="#">(a) (b) (d) &amp; (e)</a>	<p>402:81 Insurance Premium Refunds</p> <p>I. Whenever an insurer owes a refund on an insurance premium paid, that insurer shall pay the refund within 30 days of the date when the refund becomes due.</p> <p>(a) When an insurance policy is cancelled by a named insured, a refund shall be due from the company or its appointed producer upon receipt of:</p> <p>(1) The original policy to be cancelled; or</p> <p>(2) A signed lost policy release; or</p> <p>(3) A cancellation request from the insured which has been submitted in accordance with provisions of the policy or statute.</p> <p>(b) When an insurance policy is cancelled by an insurer, a refund shall become due upon the date of cancellation as stated in the notice of cancellation.</p>	<p>YES:      NO:  Page # or If NO:</p>

		<p>(d) This paragraph shall not apply to retrospectively rated policies.</p> <p>(e) No refund shall be required if the return premium is \$1 or less.</p>	
PRIOR APPROVAL	<a href="#">RSA 412:5 I</a>	<p>412:5 Approval of Form</p> <p>I. Every insurer and advisory organization shall file policy forms, endorsements, and other contract language covered by this chapter and RSA 264, for a waiting period of 30 days before it becomes effective, which period may be extended by the commissioner for an additional period not to exceed 30 days if written notice or electronic notice is given within the initial 30-day waiting period to the insurer or advisory organization which made the filing that additional time is needed for the consideration of the filing. Upon written application by the insurer or advisory organization, the commissioner may authorize a filing which has been reviewed to become effective before the expiration of the waiting period or extension thereof. The commissioner may disapprove such form if it contains a provision that does not comply with the requirements of law, is not in the public interest, is contrary to public policy, is inequitable, misleading, deceptive, or encourages misrepresentation of such policy. An approved filing and any supporting information that is not exempt from disclosure by law or rule shall be open to public inspection on or after the effective date of the filing. A filing shall be deemed to meet the requirements of this chapter unless disapproved by the commissioner within the waiting period or extension thereof. Every policy issued by an insurer on an unapproved form shall constitute a separate violation under RSA 412:40.</p>	<p>YES:    NO:</p> <p>Page # or If NO:</p>

PUNITIVE DAMAGE	<a href="#">RSA 507:16</a>	<p>507:16 Punitive Damages Outlawed</p> <p>No punitive damages shall be awarded in any action, unless otherwise provided by statute.</p>	<p>YES:    NO: Page # or If NO:</p>
REBATES	<a href="#">RSA 417:4</a>	<p>IX. Rebates.</p> <p>(a) Except as otherwise expressly provided by law, knowingly permitting or offering to make or making any contract of insurance or agreement as to such contract other than as plainly expressed in the contract issued thereon, or paying or allowing, or giving or offering to pay, allow, or give, directly or indirectly, as inducement to such insurance, or annuity, any rebate of premiums payable on the contract, or any special favor or advantage in the dividends or other benefits thereon, or any valuable consideration or inducement whatever not specified in the contract; or giving, or selling, or purchasing or offering to give, sell, or purchase as inducement to such insurance or annuity or in connection therewith any stocks, bonds, or other securities of any insurance company or other corporation, association, or partnership, or any dividends or profits accrued thereon, or anything of value whatsoever not specified in the contract.</p> <p>(b) Nothing in paragraphs VIII or IX(a) shall be construed as including within the definition of discrimination or rebates any of the following practices:</p> <p>(1) Paying bonuses to policyholders or otherwise abating their premiums in whole or in part out of surplus accumulated from nonparticipating insurance, provided that any such bonuses or abatement of premiums shall be fair and equitable to policyholders and for the best interests of the company and its policyholders;</p> <p>(2) In the case of life insurance policies issued on the industrial debit plan making allowance to policyholders who have continuously for a specified period made premium payments directly to an office of the insurer in an amount which fairly represents the saving in collection expenses;</p>	<p>YES:    NO: Page # or If NO:</p>

		<p>(3) Readjustment of the rate of premium for a group insurance policy based on the loss or expense experience thereunder, at the end of the first or any subsequent policy year of insurance thereunder, which may be made retroactive only for such policy year;</p> <p>(4) Issuing insurance policies covering bona fide employees of the insurer at a rate less than the rate charged other persons in the same class;</p> <p>(5) Issuing policies on a salary saving, payroll deduction, preauthorized, postdated, automatic check or draft plans at a reduced rate commensurate with the savings made by the use of such plan;</p> <p>(6) Paying commissions or other compensation to duly licensed agents or brokers, or allowing or returning to participating policyholders, members or subscribers, dividends, savings, or unabsorbed premium deposits;</p> <p>(7) Paying by an insurance agent of part or all of commissions on public insurance to a nonprofit association of insurance agents, which is affiliated with a recognized state or national insurance agents' association, to be used in whole or in part for one or more civic enterprises;</p> <p>(8) Reduction of premium rate for policies of large amounts, but not exceeding savings in issuance and administration expenses reasonably attributable to such policies as compared with policies of similar plan issued in smaller amounts.</p> <p>(c) Knowingly receiving or accepting, directly or indirectly, any rebate of premium or part thereof, or agents, or brokers commission thereon payable on any policy of insurance or annuity contract or any favor or advantage, a share in the dividend, or other benefit to accrue thereon, or receiving anything of value as an inducement to such insurance or contract or in connection therewith which is not specified, promised, or provided for in the policy or contract, except as provided in paragraph IX(b).</p>	
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	<p><a href="#">RSA 402:39</a></p>	<p>(d) Nothing in this chapter shall be construed as including within the definition of securities as inducement to purchase insurance, the selling or offering for sale, contemporaneously with life insurance or annuities, of mutual fund shares or face amount certificates of regulated investment companies under offerings registered with the securities and exchange commission and the state of New Hampshire pursuant to RSA 421-B where such shares or such face amount certificates or such insurance or annuities may be purchased independently of and not contingent upon purchase of the other, at the same price and upon the same terms and conditions as were purchased independently.</p> <p>Offering Rebates, etc.  No insurance company, by itself or another, and no insurance agent, solicitor or broker, personally or by another, shall offer, promise, allow, give, set off or pay, directly or indirectly, as inducement to insurance, on any risk in this state, any rebate of or part of the premium payable on any policy or of the agent's commission thereon; nor offer, promise, allow, give, set off or pay, directly or indirectly, as inducement to such insurance, any earnings, profits, dividends or other benefit, founded, arising, accruing, or to accrue on such insurance or therefrom, or any other valuable consideration, which is not specified, promised or provided for in the policy contract of insurance, nor offer, promise, give, sell or purchase, as inducement to insurance or in connection therewith, any stocks, bonds, securities, or property, nor, except as promised or provided for in the policy contract, offer, promise or give any other thing of value whatever, as an inducement to insurance. For the purposes of this section, any amount charged by a credit card facility or organization to an insurance agent or broker, which charge is levied against the agent or broker for the benefit of the use of the credit card, shall not be considered a rebate.</p>	
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(e) The giving of a promotional item or items to a consumer in connection with marketing of contracts of insurance provided the item or items have a fair market value of \$25 or less per consumer, per year.

(f) Contests, sweepstakes, raffles, or drawings, conducted in connection with the marketing or promotion of insurance products, if:

(1) The total prize value for all contests, sweepstakes, raffles, or drawings in a 12-month period does not exceed \$1,000 provided, however, that this subparagraph shall not apply to insurer contests, sweepstakes, raffles, or drawings;

(2) There is no participation cost to entrants; and

(3) The contest, sweepstakes, raffle, or drawing is open to consumers who are not policyholders and the consumer is not required to purchase a policy in order to be eligible to enter the contest, sweepstakes, raffle, or drawing or receive a prize.

(g) The rebate of all or part of a producer's commission on the sale of commercial insurance as defined in RSA 412 provided the insurer expressly provides for such rebate in rate filings approved by the commissioner and the reduction of the commission is not disclosed to the insured either directly or indirectly.

II. For the purposes of subparagraph I(d), "value added service, activity, or product" may include the following:

(a) Risk assessments.

(b) Risk control tools.

(c) Claims assistance.

(d) Legislative updates.

(e) Administration consulting.

REQUIRED POLICY PERIOD	<a href="#">RSA 417-A:1 II</a>	<p>417-A:1 Definitions As used in this chapter the following definitions shall apply:</p> <p>II. "Renewal" or "to renew" means the issuance and delivery by an insurer of a policy superseding at the end of the policy period a policy previously issued and delivered by the same insurer, such renewal policy to provide types and limits of coverage at least equal to those contained in the policy being superseded, or the issuance and delivery of a certificate or notice extending the term of the policy beyond its policy period or term with types and limits of coverage at least equal to those contained in the policy being extended; provided, however, that any policy with a policy period or term less than 12 months or any period with no fixed expiration date shall for the purpose of this chapter be considered as if written for successive policy periods or terms of 12 months.</p>	YES: NO: Page # or If NO:
SUBROGATION	<a href="#">RSA 264:17</a>	<p>264:17 Subrogation Prohibited The right of subrogation against any third party shall not exist or be claimed in favor of the insurer who has paid or reimbursed, to or for the benefit of the insured, medical costs under coverage provided for pursuant to RSA 264:16.</p>	YES: NO: Page # or If NO:
UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS	<a href="#">RSA 264:15</a>	<p>Uninsured Motorists / Underinsured Motorists Limits must equal the Liability amounts and limits for all covered motor vehicles for personal auto and amounts and limits for owned motor vehicles in commercial auto.</p>	YES: NO: Page # or If NO:
VOIDANCE		<p>Policies may not be voided or rescinded. Coverage may be denied and/or the policy may be cancelled due to non-compliance with policy terms and conditions.</p> <p>See Cancellation Section and Non-Renewal Section</p>	YES: NO: Page # or If NO:

## NEW HAMPSHIRE INSURANCE DEPARTMENT NOTES

### Eligibility Requirements:

Requirements such as limiting the number of miles driven per year, a regular use vehicle or no allowance for street parking (must be garaged when not being driven) may not be used to refuse to write a policy. However, such factors can be used for rating purposes.

### Non-owned Auto Coverage:

Please note RSA 259:61 I and RSA 264:18 I and VI contemplate other vehicle use. In New Hampshire the insurance follows the vehicle. However, if the named insured, spouse, or a resident relative is operating a non-owned vehicle with permission and that vehicle has no primary insurance policy, the operator's policy will provide coverage in response to an accident. Coverage for non-owned vehicles is provided on an excess basis.

### Null/Void /Rescind/Void "Ab Initio":

The department does not approve null and void, rescission or void "*ab initio*" language even in the instance of the failure to collect on an initial payment as the policy has been issued and/or bound. The NH cancellation statutes, RSA 417-A and RSA 417-C do not have an exception for an initial payment as uncollectible. If the initial payment on a policy is uncollectible, it is considered nonpayment of premium requiring a 10 day notice of cancellation. You are permitted to pursue the premium for the ten day notice required by the statute.

### Other Policy Provisions or Endorsements:

Policy provisions and endorsement language must relate to the operation of the covered auto(s).

### Personal Lines Auto Medical Payments:

Medical payments may not be deducted from Uninsured Motorist /Underinsured Motorist or Bodily Injury Liability claims on the same auto policy per RSA 264:17.

Personal Lines Auto Replacement offer of insurance:

New Hampshire is a **"take all comers"** state for personal lines motor vehicles (NHCAR Part Ins.1401.02 and NHCAR Part Ins.1402.02(c)). You may cancel or non-renew for the reasons cited in RSA 417-A and your filed and approved underwriting guidelines. If a policy is cancelled or non-renewed for any reason other than non-payment of premium, insured request or failure to sign the residency statement, your company must offer a replacement policy for the correct tier within your company, or the correct company within your group of companies, or you may place the applicant or insured in the Facility, if they have an SDIP point (NHCAR Part Ins. 1402.04 (c) & (d)). The offer of a replacement policy must accompany the notice of cancellation or non-renewal and include the premium information so the payment may be remitted to provide continuous policy coverage and transfer the policy in a seamless transaction.

Specified or Named Driver exclusions:

Driver exclusions are permitted in New Hampshire, however, you are still required to provide minimum Financial Responsibility limits, even if an excluded driver is operating a covered automobile with permission. RSA 264:18 III explains that a motor vehicle liability policy is absolute up to the minimum financial responsibility limits of \$25,000/\$50,000/\$25,000.

The endorsement must be very simple. The purpose of the endorsement is to reduce the Bodily Injury Liability Coverage limit to Minimum Financial Responsibility limits when a named excluded driver is operating an insured vehicle and involved in an accident. Coverages other than Bodily Injury Liability may not be excluded or reduced to Minimum Financial Responsibility limits. Passengers and insured's other than the excluded driver may not be excluded from coverage. The purpose for permitting the endorsement is to encourage the excluded driver not to drive.

Sub-limits:

Whether a policy provides split limits or a single limit, the rule in New Hampshire as to sub-limits for any subset of insured's or vehicles is that the amount of coverage that is provided by the policy must be the same for all covered insured and covered vehicles absent a specific law to the contrary. Any reduction in the amount of coverage via a sublimit for any covered insured(s) or covered vehicle(s) would violate New Hampshire Law against forms that are misleading, deceptive, or encourages misrepresentation because such a complex limits scheme would cause confusion as to the actual scope of coverage provided. RSA 412:5, I.

**State of New Hampshire**

**CERTIFICATION FOR FORM SUBMISSION FOR COMPLIANCE**

I, THE UNDERSIGNED AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_  
(Name of Entity)

AM KNOWLEDGEABLE OF PROPERTY AND CASUALTY COVERAGES; HAVE CAREFULLY REVIEWED THE CONTENTS OF THE POLICY FORMS, APPLICATIONS, CERTIFICATES OR OTHER EVIDENCES OF AUTO LIABILITY AND PHYSICAL DAMAGE 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 OR OTHER EVIDENCES OF PROPERTY AND CASUALTY 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.

**Signature Required**

\_\_\_\_\_  
(Original Signature of Authorized Representative)

\_\_\_\_\_  
(Title of Authorized Representative)

\_\_\_\_\_  
(Printed Name of Authorized Representative)

\_\_\_\_\_  
(Date)