Links to applicable rules and statutes: [**Ins 400 - Submission/Form Rules**](http://www.gencourt.state.nh.us/rules/state_agencies/ins400.html)**;** [**Ins 4100 - Rates**](http://www.gencourt.state.nh.us/rules/state_agencies/ins4100.html)**;** [**RSA 415:6 - Individual Provisions**](http://www.gencourt.state.nh.us/rsa/html/XXXVII/415/415-6.htm)**;** [**Ins 6000 - General Ancillary Health**](http://www.gencourt.state.nh.us/rules/state_agencies/ins6000.html)**;** [**Ins 6100**](http://www.gencourt.state.nh.us/rules/state_agencies/ins6100.html)**;** [**Ins 6200 - Minimum Standards**](http://www.gencourt.state.nh.us/rules/state_agencies/ins6200.html)**; and** [**Ins 6205 - Adopted 11/22/21**](https://www.nh.gov/insurance/legal/documents/disability-income-protection.pdf)

I. SUBMISSION REQUIREMENTS – ALL FORMS

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|  | RULE/STATUTE REFERENCE | CONFIRM SUBMISSION ADHERES TO THE FOLLOWING REQUIREMENTS | YES | N/A |
| Filing Submission Requirements | Ins 401.14 (c) | Third Party Authorization: Authorization letter is attached to the Supporting Documentation tab if the forms are being submitted on behalf of an insurance company.  |  |  |
|  | Ins 401.14 (e) | Certificate of Compliance is signed/dated and attached to the Supporting Documentation tab. |  |  |
|  | RSA 420-H:5 I (a) & IV | All policy, certificate, or contract forms have a minimum Flesch score of 40. Certification of the Flesch score is attached to the Supporting Documentation tab or Readability Scores are completed on the Form Schedule tab.  |  |  |
|  | Ins 401.14 (f) | The SERFF Filing Description includes a brief description of each form, including any new or unusual features, and a list of forms to which it will be attached. |  |  |
|  |  | The General Information tab indicates a brief statement indicating the filing status in the state of domicile, including the date approved. |  |  |
|  |  | The SERFF Filing Description includes a statement indicating if a form is replacing another form, including the name of the form being replaced. |  |  |
|  |  | (4) If a form is being replaced, a “red-lined” document indicating the differences between the previous and new forms is attached to the Supporting Documentation tab. |  |  |
|  | Ins 401.14 (o) | If a rider, amendment, or endorsement is filed that changes or adds language to another form(s), a “red-lined” document of the impacted form highlighting the changes is attached to the Supporting Documentation tab. |  |  |
| Form Submission Requirements | Ins 401.14 (g) | All forms are submitted in the same layout as sold to consumers in New Hampshire.  |  |  |
|  | Ins 401.14 (h) | All policy, certificate, and contract forms over 3,000 words or printed on 3 or more pages are electronically bookmarked with a Table of Contents or index of the principal sections of the form. |  |  |
|  | Ins 401.14 (i) | Specifications page is completed with hypothetical data that is realistic and consistent with the other contents of the policy/contract. |  |  |
|  | Ins 401.14 (k) | All forms are filed as intended for use with all related forms to enable the review of the form with proper context. |  |  |
|  | Ins 401.14 (m) | Policies, certificates, and rates are submitted together. |  |  |
|  | Ins 401.14 (p) | All variable language is identified with the use of brackets and a statement of variability is attached to the Supporting Documentation tab. |  |  |
|  | Ins401.14 (q) | Revised forms are submitted with a distinguishing form number. |  |  |
|  | Ins 401.14 (r) | All forms submitted are in final print. |  |  |
|  | Ins 401.14 (w) | If forms were previously disapproved and are being resubmitted for review, the previous SERFF tracking number is stated in the Filing Description. In addition, all previous correspondence and red-lined copies of the previously submitted forms are attached to Supporting Documentation tab in SERFF.  |  |  |

II. GENERAL FORM REQUIREMENTS

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| --- | --- | --- | --- | --- |
|  | RULE/STATUTE REFERENCE | CONFIRM FORMS ADHERE TO THE FOLLOWING REQUIREMENTS | YES | N/A |
| Policy number | Ins 401.04 (a) | Each form shall contain a form number containing numbers, letters, or both that shall be placed in the lower left corner. The form number may contain the prefix “Form”. If a change is made to the form, the new form shall be submitted with a new form number. |  |  |
| Corporate Information | Ins 401.04 (b) | Each policy and certificate shall contain the full corporate title, address, toll free telephone and facsimile numbers, and the company website address if available. |  |  |
| Brief Description | Ins 401.04 (c) | Each policy and certificate shall provide a brief description of the nature of the policy on the face page, specifications page, or back page. |  |  |

III. GENERAL APPLICATION/ENROLLMENT FORM REQUIREMENTS

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| --- | --- | --- | --- | --- |
|  | RULE/STATUTE REFERENCE | CONFIRM APPLICATIONS/ENROLLMENT FORMS ADHERE TO THE FOLLOWING REQUIREMENTS | YES | N/A |
| Application – Declarative statement | Ins 401.12 (a) | The declarative portion of the application, if any, shall imply a representation of facts to the best of the applicant's knowledge. For example "I represent," or "To the best of my knowledge and belief, Wording such as "I Certify" are prohibited. |  |  |
| Application - Prohibition | Ins 401.12 (d) | No provision is permitted that changes the terms of the policy to which it is attached. |  |  |
| Application - Prohibition | Ins 401.12 (e) | Questions as to race or ethnicity are prohibited. |  |  |

IV. GENERAL ANCILLARY HEALTH REQUIREMENTS

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| --- | --- | --- | --- | --- |
|  | RULE/STATUTE REFERENCE | CONFIRM FORMS ADHERE TO THE FOLLOWING REQUIREMENTS | YES | N/A |
| Ancillary Health: Definitions |  |  |  |  |
| Accident | Ins 6001.04 (a)(1) &(2) | “Accident”, “accidental injury”, and “accidental means” is defined with “result” language and does not include a means tests or words such as “external, violent, visible wounds” or similar words. Definition is not more restrictive than: “Injury” or “injuries” means accidental bodily injury sustained by the insured person that is the direct cause of the condition for which benefits are provided, independent of disease or bodily infirmity or any other cause and that occurs while the insurance is in force. NOTE: It is permissible to exclude injuries for which benefits are provided under workers’ compensation or similar laws. |  |  |
| Dependent Child | RSA 415:5 I (3) (a) | The definition of a dependent child shall include a subscriber’s child by blood or by law, who is under age 26. |  |  |
| Dependent – Mental or Physical Incapacity | RSA 415:5 I (3-a)(a) | Any insured family member who is mentally or physically incapable of earning his or her own living on the date that the member’s coverage would otherwise expire because of age, shall continue while the family member’s incapacity continues and as long as the dependent remains chiefly financially dependent on the policyholder or the employee provided that due proof of the incapacity is received by the insurer within 31 days of the expiration date. |  |  |
| Hospital | Ins 6001.04 (d) | The definition of the term “hospital” means that the hospital be licensed as a hospital pursuant to law, be primarily engaged in providing or operating under the supervision of a staff of licensed physicians, medical, diagnostic, and major surgical facilities for the medical care and treatment of sick or injured persons on an in-patient basis, and provides 24 hour nursing service by or under the supervision of registered nurses. In addition, the definition may state that it shall not include convalescent homes or nursing facilities, facilities providing primarily custodial, educational, or rehabilitative care, facilities for the aged, individuals diagnosed with substance use disorders, or a military or veterans’ hospital or a soldiers’ home, except for in some situations services rendered on an emergency basis. |  |  |
| Physician | Ins 6001.04 (k) | “Physician” may be defined by including words such as “qualified physician” or “licensed physician.” The use of these terms requires an insurer to accept all providers of medical care and treatment when the services are within the scope of the provider’s licensed authority including Advanced Practice Registered Nurses and Physician’s Assistants. |  |  |
| Ancillary Health: Permitted Exclusions |  | Note: Forms may not limit/exclude coverage by type of sickness, accident, or medical condition except as indicated below or the preexisting exclusions permitted under Ins 6001.04 (l).**CONFIRM EXCLUSIONS DO NOT EXCEED WHAT IS PERMITTED UNDER 6001.05 (f)** |  |  |
|  | Ins 6001.05 (f) (1) | Preexisting conditions or diseases other than congenital anomalies of a covered dependent child. |  |  |
|  | Ins 6001.05 (f) (2) | Mental or emotional disorders and substance use disorders. |  |  |
|  | Ins 6001.05 (f) (3) | Sickness, treatment, or medical condition arising out of:* + War or act of war (whether declared or undeclared); participation in a felony, riot or insurrection; service in the armed forces or units auxiliary to it; participation in a felony, riot or insurrection; service in the armed forces or units auxiliary to it;
	+ Suicide, sane or insane, attempted suicide, or intentionally self-inflicted injury;
	+ Aviation, except as a fare-paying passenger;
	+ Professional sports;
	+ Incarceration, with respect to disability income protection policies;
	+ The voluntary consumption of drugs that are not prescribed by the insured’s physician or are not used in the manner prescribed; and
	+ Driving under the influence of drugs or alcohol or any combination thereof.
 |  |  |
|  | Ins 6001.05 (f) (4) - (11) | Additional permitted exclusions may be viewed at Ins 6001.05 (f) (4) - (11) which relate to cosmetic surgery, footcare, removing nerve interference, dental care, eye glasses, treatment provided in government settings, government or workers’ compensation programs, rest cures, and/or territorial limitations.  |  |  |
|  | Ins 6001.05 (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, physical condition, or extra hazardous activity. 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. |  |  |
| Disability Specific: Normal pregnancy | Ins 6205.03 (i) | A policy shall be permitted to exclude disability that results from normal pregnancy or childbirth. Such limitation or exclusion shall not apply to complications of pregnancy as diagnosed by a physician. |  |  |
| Ancillary Health: Rate filings | Ins 4106 | Rate submissions complies with Ins 4100. |  |  |
| Individual Policies: Required Provisions |  | **Note: Policy language implementing mandated provisions is not required to be verbatim but must be equal to or more favorable to the policyholder.** |  |  |
| Grace Period | RSA 415:6 I (3) | A provision as follows - *Grace Period: A grace period of \_\_\_\_\_\_\_\_\_\_ (insert a number not less than "7'' for weekly premium policies, "10'' for monthly premium policies and "31'' for all other policies) days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force.* |  |  |
| Guaranteed Renewable and Noncancellable  | Ins 6001.04 (c) and (g) and Ins 6201.04 (a) | “Guarantee renewable”, “noncancellable”, or “noncancellable and guaranteed renewable” language may only be used in a policy if it complies with Policy Definition Requirements and Minimum Standards.  |  |  |
| Free Look  | Ins 6201.05 (k) | All policies and certificates, except single-premium nonrenewable policies and as otherwise provided in this section, shall have a notice prominently printed on the cover page of the policy or certificate stating in substance that the policyholder or certificateholder 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 certificateholder is not satisfied for any reason |  |  |
| Incontestability/Time Limits | RSA 415:6 l (2) (a) | Does the Policy conform to time limitations for the carrier to challenge the validity of a policy?  After 2 years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such 2-year period. (See statute for alternate provision) |  |  |
| Legal Action | RSA 415:6 l (11) | A provision as follows - *Legal Actions: No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.* |  |  |
| Changes to Policy | RSA 415:6 l (1) | A provision as follows - *Entire Contract; Changes: This policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.* |  |  |
| Physical Examination and Autopsy | RSA 415:6 I (10) | A provision as follows - *Physical Examinations and Autopsy: The insurer at its own expense shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.* |  |  |
| Loss of Time Benefits | RSA 415:6 I (13) | A provision captioned Loss of Time Benefits that complies with RSA 415:6 I |  |  |
| Refund upon Cancellation | RSA 415:6 I (14) | The unearned portion of the premium must be returned to the insured within 30 days. Cancellation shall be without prejudice to any claim originating prior to the effective date of the cancellation. |  |  |
| Reinstatement | RSA 415:6 I (4) | A provision regarding Reinstatement that complies with RSA 415:6 I (4). |  |  |
| Individual Policies: Claims Standards |  |  |  |  |
| Notice of Claim | RSA 415:6 I (5) | A provision captioned Notice of Claim that complies with RSA 415:6 I (5).  |  |  |
| Claim Forms | RSA 415:6 I (6) | A provision captioned Claim Forms that complies with RSA 415:6 I (6). |  |  |
| Proof of Loss | RSA 415:6 I (7) | A provision captioned Proof of Loss that complies with RSA 415:6 I (7).  |  |  |
| Time of Claims Payment | RSA 415:6 I (8) & (9) | A provision captioned Time of Claims Payment and Payment of Claims that complies with RSA 415:6 I (8) & (9).  |  |  |
| Claim Settlement Standards | Ins 1001 andIns 6205.04 (f) | Policy language does not conflict with Claim Settlement Standards in Ins 1001. |  |  |

V. DISABILITY INCOME INDIVIDUAL REQUIREMENTS

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|  | RULE/STATUTE REFERENCE | CONFIRM FORMS ADHERE TO THE FOLLOWING REQUIREMENTS | YES | N/A |
| Required Disclosures | Ins 6201.05 (t) | All policies and certificates that contain exclusions, limitations, reductions, or conditions that limit the frequency or amounts shall carry the legend, imprinted across the face and filing back, in not less than 18-point font of contrasting color, not less than 24-point font of non-contrasting color diagonally, or not less than 24 point bold font within a black border, indicating:“This is a Limited Benefit Policy – Read it Carefully” |  |  |
|  | Ins 6205.07 (a) | A statement whether the policy is conditionally renewable, guaranteed renewable, or noncancellable;Note: Related definitions at Ins 6001.04 (c) (g) and Ins 6205.02 (i) |  |  |
|  | Ins 6205.07 (b) | A conspicuous statement indicating preexisting condition limitations or exclusions may apply; |  |  |
|  | Ins 6205.07 (c)  | For a policy with a benefit period of less than 6 months, a conspicuous statement indicating that the policy provides a limited duration of benefits and specify the duration; |  |  |
|  | Ins 6205.07 (d) | A statement as to any benefit limits or reductions due to attainment of certain ages; and |  |  |
|  | Ins 6205.07 (e) | Whether the policy is participating or non-participating. |  |  |
| Definitions – General  | Ins 6205.02 | (a) “Activities of daily living (ADL)” means activities related to personal care, such as bathing or showering, dressing, getting in and out of bed or a chair, walking, using the toilet, continence, and eating. Note: Related definitions found at Ins 6205.02 (c) (k) (p) (r) (t) (ad) (ae) (ag) |  |  |
|  |  | (e) “Benefit period” means the length of time for which a disabled insured receives periodic income benefit amounts under the policy. |  |  |
|  |  | (g) “Cognitive impairment” means a deficiency in the insured’s short or long-term memory, orientation as to person, place, and time, deductive or abstract reasoning, or judgment as it relates to safety awareness |  |  |
|  |  | (j) “Contagious disease(s)” means a condition that the Division of Communicable Disease Control of the Centers for Disease Control and Prevention works to promptly identify, prevent, and control. This includes infectious diseases that pose a threat to public health, including emerging and reemerging infectious diseases, vaccine preventable agents, bacterial toxins, bioterrorism, and pandemics. |  |  |
|  |  | (l) “Cost of living index” means an index used to measure the rate of change over time of the cost of living, such as the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. |  |  |
|  |  | (m) “Death benefits” means the benefit to be paid due to the death of the insured resulting from an injury or sickness. |  |  |
|  |  | (n) “Disability” means that due to injury or sickness, the insured meets the definition of partial disability, residual disability, or total disability, or the insured meets other disability benefit triggers specified in the policy or certificate. |  |  |
|  |  | (o) “Disability income protection coverage” means 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. |  |  |
|  |  | (q) “Earnings” means the amount of income received by an insured. |  |  |
|  |  | (s) “Elimination period” means the length of time an insured shall wait from the commencement of disability for the insured as defined in the policy before periodic income benefit amounts are paid under the policy |  |  |
|  |  | (u) “Integration” means income from other sources, as permitted under these rules, that is factored into the calculation of income to determine the amount of disability benefits paid under the policy or certificate. Integration does not mean coordination of benefits. |  |  |
|  |  | (y) “Pre-disability earnings” means the measurement of earnings of an insured just before disability began in order to provide an accurate and fair measure of earnings of an insured just before disability began. |  |  |
|  |  | (ac) “Substantial and material duties” means the important tasks, functions, and operations generally required for an occupation that cannot be reasonably omitted or modified. This term shall be permitted to include an insured’s ability to work on a regular work schedule for a specified number of hours. |  |  |
| Individual Disability – Minimum Standards |  |  |  |  |
| Total disability required | Ins 6205.03 (a) | A disability income policy must at least provide a total disability benefit. |  |  |
| 3 month minimum | Ins 6205.04 (c) | Individual policies shall provide for at least 3 consecutive months of periodic income benefits. |  |  |
| Benefit triggers – Total and Partial | Ins 6205.03 (b) | List of explicitly permitted benefit triggers for total or partial disability benefits: (1) The insured is terminally ill with a life expectancy of 12 months or less, as certified by a physician; (2) The insured is unable to perform a specified number of ADLs. The insurance company shall not require the inability to perform more than two ADLs to trigger benefits; (3) The insured is cognitively impaired, suffering significant and irreversible deterioration or loss of intellectual capacity, as measured by clinical evidence and standardized tests commonly accepted for use in the medical community; (4) The insured is confined as an inpatient in a skilled nursing home or rehabilitation facility where a daily room and board charge is made; (5) The insured is receiving home health care or hospice care; or (6) The insured is a risk for transmitting a contagious disease, and the ability to perform the substantial and material duties of the insured’s occupation is restricted by a state licensing board or by another appropriate government authority because of the risk of transmission of a contagious disease to others with whom the insured may be in contact. |  |  |
| Benefit triggers - contagious | Ins 6205.03 (c) | For a contagious disease trigger, if all contagious diseases are not covered in a disability income policy, the policy shall specify which contagious diseases are covered. |  |  |
| Renewability conditions | Ins 6205.03 (e) | A policy that is guaranteed renewable or conditionally renewable shall describe the conditions for renewability in the policy. For conditionally renewable policies, a company shall be permitted to decline to renew on the basis of class, geographic area, or for stated reasons other than the deterioration of the insured’s health |  |  |
| Return of Premium conditions | Ins 6205.03 (j) | A policy shall be permitted to 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. |  |  |
| Cost of Living Index | Ins 6205.03 (r) | If a cost of living index is included in a policy, the index shall be specified, and the company shall notify the insured in advance of any changes, such as discontinuance, substantial changes to the index, or a substitute index.  |  |  |
| Pre-existing limitation on simple application andGuaranteed Issue basis | Ins 6205.03 (s) | In all circumstances in which an insurer does not request information about an applicant’s health history or medical treatment in the application process, the policy shall cover the loss consistent with RSA 415-A:5(I). A disability income protection policy or certificate shall be permitted to exclude coverage for a loss due to a preexisting condition for a period up to 24 months following the issuance of the policy or certificate, where the policy or certificate is issued on a guaranteed issue basis. |  |  |
| Termination | Ins 6205.03 (t) | 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 shall be a condition for the extension of benefits beyond the period the policy was in force, limited to the earlier of either the duration of the benefit period, if any, or payment of the maximum benefits. |  |  |
| Beneficiary | Ins 6205.03 (q) | If a policy provides benefits for which a beneficiary may be designated, the policy shall contain a beneficiary provision. The provision shall state that, unless the owner designates an irrevocable beneficiary, the right to change the beneficiary is reserved to the owner, and the consent of the beneficiary shall not be required to: (1) Terminate or assign the policy; (2) Change the beneficiary; or (3) Make any other changes in the policy. |  |  |
| Appeals | Ins 6205.04 (f) | Individual policies shall include a description of the process for appealing and resolving benefit determinations which shall comply with Ins 1001 |  |  |
| Calculating Benefits |  |  |  |  |
| Earnings definition | Ins 6205.03 (f) | All policies shall contain a provision on earnings which identifies the various income sources or components that are considered earnings and those that are not. The provision on earnings shall exclude benefits such as formal sick pay plans, individual and group disability income insurance plans, and retirement plans. |  |  |
| Pre-disability earning calculation limitations | Ins 6205.03 (g) | In the calculation of pre-disability earnings: (1) Earnings just before disability began shall be permitted to be considered on a periodic basis so long as the periodic basis is consistent with the treatment of other terms referring to an insured’s earnings used in the policy and used to arrive at certain disability policy benefit payment amounts for a claim; (2) For earnings of an insured which occurred in excess of one year but no more than 5 years just prior to the disability for which the claim is made, the provision shall include policy language which allows for use of the highest level of earnings during a calendar year or consecutive 12-month basis of an insured occurring during the period in excess of one year but no more than 5 years just prior to the disability for which claim is made; and (3) The company shall not consider earnings of an insured which occurred in excess of 5 years just prior to the disability for which claim is made in determining prior earnings. |  |  |
| Permitted Integration Provisions | Ins 6205.04 (e) | Individual policies shall be permitted to include a provision regarding the integration of its benefits with social insurance benefits including Federal Social Security or any similar federal, state, or local government law, workers’ compensation, occupational disease laws, and state disability benefit plans, subject to the following: (1) If the policy includes such integration, the policy shall describe which other social insurance benefits shall be subject to the integration and how the integration shall be administered; (2) The policy shall state that a minimum disability benefit shall be paid under the policy, regardless of the benefits received from social insurance benefits, and the minimum monthly amount shall not be less than required under RSA 415:6, II(6); and (3) The policy shall not offset, or in any other manner reduce, any benefit under the policy by the amount of, or in proportion to, any cost of living increase in social insurance benefits received by the insured. |  |  |
| Relation to other insurance Provisions | Ins 6205.04 (d)RSA 415:6 II (6) | Does insured have right to continue by the timely payment of premiums (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?If so, does policy include a Relation of Earnings provision that complies with RSA 415:5 that addresses loss time benefits promised for the same loss under all valid loss of time coverage upon the insured at the time disability commences? |  |  |
| Elimination Periods |  |  |  |  |
| Only 1 permitted | Ins 6205.03 (o) | If a policy provides for both total disability benefits and partial disability benefits, only one elimination period shall be required. |  |  |
| Commencement | Ins 6205.03 (d) | The trigger for the start of any elimination period shall be the commencement of disability for the insured as defined in the policy. |  |  |
| Less than 6 months | Ins 6205.04 (a) | In individual policies issued with benefit periods of less than 6 months, the application of an elimination period alone or in conjunction with a qualification period shall not result in the postponement of payment of periodic income benefit amounts to a disabled insured in excess of 45 days from the commencement of a disability. |  |  |
| 6 months to one year | Ins 6205.04 (b) | In individual policies issued with benefit periods of 6 months to one year, the application of an elimination period alone or in conjunction with a qualification period shall not result in the postponement of payment of periodic income benefit amounts to a disabled insured in excess of 90 days from the commencement of a disability. |  |  |
| Total Disability |  |  |  |  |
| Definition | Ins 6205.02 (af)and 6001.04 (o) | “Total disability”: (1) A general definition of total disability shall not be more restrictive than one requiring that the individual who is totally disabled not be engaged in any employment or occupation for which he or she is or becomes qualified by reason of education, training, or experience, and is not in fact engaged in any employment or occupation for wage or profit; (2) Total disability shall be permitted to be defined in relation to the inability of the person to perform duties but shall not be based solely upon an individual’s inability to:a. Perform “any occupation whatsoever”, “any occupational duty”, “any and every duty of his or her occupation”, or other phrases of similar import; b. Engage in a training or rehabilitation program; or c. Perform activities of daily living (ADLs); (3) An insurer shall be permitted to require the complete inability of the person to perform all of the substantial and material duties of his or her regular occupation or words of similar import; and (4) An insurer shall be permitted to require care by a physician other than the insured or a member of the insured’s immediate family. |  |  |
| Partial Disability |  |  |  |  |
| Definition | Ins 6205.02 (w)and Ins 6001.04 (j) | “Partial disability” means that due to an injury or sickness, the insured is unable to perform one or more, but not all, of the substantial and material duties of an occupation for which he or she is qualified by reason of education, training, or experience or the inability to perform all of the substantial and material duties of an occupation for which he or she is qualified by reason of education, training, or experience for as long as usually required. The term shall also include residual disability. |  |  |
| Benefit Trigger Standards  | Ins 6205.03 (n) (1) and (2) | Policies providing for partial disability may base the benefit trigger on (1) “a reasonable reduction in the insured’s time worked” or (2) “reasonable reduction in the insured’s earnings due to disability” subject to the details outlined in Ins 6205.03 (n)(1) and (2), respectively.  |  |  |
| Qualification Period | Ins 6205.03 (n) (3) | Partial or residual disability benefits may be predicated upon a qualification period during which the insured is totally disabled before partial or residual disability benefits are paid, and: The qualification period may be in lieu of the elimination period or in addition to the elimination period, but the combined elimination period and qualification period, if any, for partial or residual disability benefits shall not exceed that for total disability. |  |  |
| Catastrophic Disability |  |  |  |  |
| Definition | Ins 6205.02 (f) | “Catastrophic disability benefit” means a supplemental benefit in addition to any other disability benefit amounts. The benefit shall be triggered by an inability of the insured to perform, due to injury or sickness, a maximum of 2 ADLs. The benefit shall also be triggered by the cognitive impairment of the insured |  |  |
|  | Ins 6205.03 (l) | If a policy provides for catastrophic disability: (1) Benefits shall: a. Pay a monthly periodic income benefit amount in addition to any other disability benefit amounts, and: 1. The minimum benefit shall be one year of monthly periodic income and shall exclude any time devoted to satisfaction of elimination periods; or 2. Instead of a monthly periodic benefit, a single lump sum benefit of no less than $1,000 shall be permitted; b. Only be directly related to income losses of the insured on account of catastrophic disability due to injury or sickness; and c. Not directly or indirectly provide any coverage for long-term care services and shall contain a prominent disclosure of this fact; (2) Elimination periods for catastrophic disability coverage shall not be longer than one year if the insured meets the benefit triggers for 2 or more types of disability, one of which is catastrophic disability; and (3) Required benefit triggers include: a. Inability of the insured to perform, due to injury or sickness, a maximum of 2 ADLs; or b. The cognitive impairment of the insured; and (4) Other triggers shall be permitted, such as the loss of 2 arms or 2 legs, as long as they are described in the policy. |  |  |
| Concurrent Disability |  |  |  |  |
| Definition | Ins 6205.02 (h) |  “Concurrent disability” means one continuous period of disability that is caused or is continued by more than one injury or sickness. |  |  |
|  | Ins 6205.03 (m) | If a policy provides for concurrent disability, benefits shall be paid as if the concurrent disability was caused by one injury or one sickness. In no event shall an insured be considered to have more than one continuous period of disability at the same time. |  |  |
| Presumptive Disability |  |  |  |  |
| Definition | Ins 6205.02 (x) | “Presumptive disability” means total and permanent loss of any one of the following 6 body functions which shall be sufficient to trigger any benefits based upon presumptive disability: (1) Speech; (2) Hearing in both ears; (3) Sight in both eyes; (4) Use of both arms; (5) Use of both legs; or (6) Use of one arm and one leg |  |  |
|  | Ins 6205.03 (p) | If a policy provides for presumptive disability: (1) Benefits shall consist of any one of the following: a. Payment of additional monthly periodic income benefits or lump sum benefit amounts related to income losses of the insured, always additional to other disability benefits paid under the policy, subject to satisfaction of all policy terms and conditions by the insured; b. Waiver of any elimination period under the policy; c. Waiver of any requirement of care by a physician under the policy; d. Waiver of any time periods to access waiver of premium benefits under the policy; or e. Waiver of usual benefit triggers to access benefits for total disability, partial disability, or residual disability under the policy; and (2) A policy shall be permitted to provide more than one of the 5 benefits listed in (1) above based upon the presumptive disability of the insured, so long as the other benefits: a. Are in addition to all other disability benefits of the policy; b. Do not replace other disability benefits of the policy; and c. Are always more favorable to an insured than just providing other disability benefits under the policy. |  |  |
| Recurrent Disability |  |  |  |  |
| Definition | Ins 6205.02 (z) |  “Recurrent disability” means a disability that occurs within a specified period of time immediately following a prior period of disability and which is due to the same or related cause applicable to the prior period of disability. |  |  |
|  | Ins 6205.03 (k) | A policy shall be permitted to 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, for a policy with a benefit period of 5 years or less, or up to one year, for a policy with a benefit period greater than 5 years. |  |  |
| Prohibited Policy Exclusions | Ins 6205.06 (a) | Disability income benefits 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. |  |  |
|  | Ins 6205.06 (b) | Policies providing disability income protection shall not in any way condition benefit payments for total disability on “continuous confinement within doors” or language of similar import. |  |  |
|  | Ins 6205.06 (c) | No policy of health and accident insurance shall contain a provision that the disability period shall be considered to commence with the date on which written notice is actually received by the company. |  |  |
|  | Ins 6205.06 (d) | Disability income benefits shall be not be reduced because of an increase in benefits paid under the Social Security Act as prohibited under RSA 415:6, I(13) and RSA 415:18, I(o). |  |  |
| Outline of Coverage | Ins 6205.08 | An outline of coverage, in the form prescribed below, shall be issued in connection with policies meeting the standards of Ins 6205. The items included in the outline of coverage shall appear in the sequence prescribed in Ins 6201.08. |  |  |

VI. COMMENTS: