

## **GROUP TERM LIFE INSURANCE POLICY AND CERTIFICATE STANDARDS**

**Scope:** These standards are intended to apply to paper or electronic group term life insurance policies and certificates that are issued to employers, or the trustees of a fund established by an employer, that are permitted in the jurisdiction where the policy is delivered or issued for delivery. The policies may provide benefits to eligible *Employees* and eligible *Dependents* of such *Employees*.

Separate additional standards will apply to group whole life and group adjustable life insurance plans. Consult the Interstate Insurance Product Regulation Commission website to determine when these additional standards are available for filing.

Combination policies for group life, group annuity, group disability income and group long term care insurance may be filed with the Interstate Insurance Product Regulation Commission as soon as the standards for these products are available for filing with the Interstate Insurance Product Regulation Commission.

As used in these standards the following definitions apply:

“Application” means any form used by a policyholder to apply for a group term life insurance policy. The application shall be filed for approval whether or not it is attached to the policy at issue.

“Certificate” means the document which describes the insured’s benefits and rights under the policy, and which includes any riders, endorsements or amendments, notices or other attachments to the certificate.

“Enrollment form” means any form used by a *Covered Person* to enroll for insurance benefits under the policy, including the statement of health. If the enrollment form includes information different from the IIPRC standards for enrollment forms, the enrollment form shall be filed for approval. The statement of health shall be filed for approval whether or not it is attached to the certificate at issue.

“Policy” means the group term life insurance policy issued to the Policyholder, which includes any riders, endorsements or amendments, notices or other attachments to the policy.

“Policyholder” means the entity to whom the policy is issued.

“Signed or signature” means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

“Written or writing” means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

### **Drafting Notes:**

Other terms may be used in the policy and certificate provided that they are used consistently.

## **§ 1. ADDITIONAL SUBMISSION REQUIREMENTS**

### **A. GENERAL**

The following additional filing submission requirements shall apply:

- (1) For new filings, the filing shall indicate the respective Policyholder Application, certificate, certificate applications and enrollment forms to be used with the policy.
- (2) For the filing of changes to previously approved form, the changes shall be highlighted. .
- (3) Subsequent group term life form filings submitted for approval shall include only those forms being submitted for approval and should specify any other forms previously approved by the IIPRC that will be used with the subsequently filed forms.
- (4) The specifications page of the policy and certificate shall be completed with hypothetical data that is realistic and consistent with the other contents of the policy or certificate.
- (5) If a filing is being submitted on behalf of an insurance company, include a letter or other document authorizing the firm to file on behalf of the insurance company.
- (6) If the filing contains an insert page, include an explanation of when the insert page will be used.
- (7) If the policy and certificate contain variable items, include the Statement of Variability. The submission shall also include a certification that any change or modification to a variable item shall be administered in accordance with the requirements in the Variability of Information section, including any requirements for prior approval of a change or modification.
- (8) Include a certification signed by an insurance company officer that the policy and certificate form have a minimum Flesch Score of 50.
- (9) Include a description of any innovative or unique features of each form.
- (10) If a policy or certificate is filed for issuance in an electronic format, the insurance company shall describe the procedures that will be used to verify receipt of the policy or certificate.
- (11) State whether the insurance provided under the policy is sex-distinct or unisex. If sex-distinct, the insurance company shall confirm that the policy will not be issued in any employer-employee plans that are subject to the *Norris* decision and/or Title VII of the Civil Rights Act of 1964.

**B. VARIABILITY OF INFORMATION**

- (1) Any information appearing in the policy and certificate that is variable shall be bracketed or otherwise marked to denote variability. The submission shall include a Statement of Variability that will discuss the conditions under which each variable item may change.
- (2) Variability shall be limited to policy and certificate definitions, periods of time, percentages, numerical values, requirements, benefits available, benefit schedules and amounts, eligibility rules and other plan parameters that are subject to the Policyholder's plan design.

- (3) Any change or modification shall be limited to only new certificates issued under the policy and shall not apply to in-force certificates, unless the changes are required by state or federal law.
- (4) The Statement of Variability shall discuss both the conditions under which each variable item may change as well as alternative content to which the item may change. The Statement of Variability shall present reasonable and realistic ranges for the item that may change. A zero entry for a range of values on the specifications page for any benefit or credit provided for in the policy or certificate is unacceptable. Any change to a range requires a re-filing for prior approval.

**Drafting Note:** In situations where multiple classes are included in one certificate or multiple benefits options are included in one certificate an entry such as “not applicable” or “not applied for” or “as shown in the enrollment form” is acceptable.

- (5) Notwithstanding paragraph (1) above, the following items may be denoted as variable and changed without notice or prior approval:
  - (a) Items such as the insurance department address and telephone number, insurance company address and telephone number, officer titles, and signatures of officers located in other areas of the policy and certificate; and
  - (b) Items that would be considered illustrative such as name of policyholder or *Certificateholder*, policy and certificate number, covered or eligible class, effective dates, the jurisdiction where the policy is delivered or issued for delivery, etc.

### **C. READABILITY REQUIREMENTS**

- (1) The policy and certificate text shall achieve a minimum score of 50 on the Flesch reading ease test or an equivalent score on any other approved comparable reading test. See Appendix A for Flesch methodology.
- (2) The policy and certificate shall be presented, except for specification pages, schedules and tables, in not less than ten point type, one point leaded.
- (3) The style, arrangement and overall appearance of the policy and certificate shall give no undue prominence to any portion of the text of the policy or to any riders, endorsements or amendments.
- (4) The policy and certificate shall contain a table of contents or an index of their principal sections, if the policy and certificate have more than 3,000 words printed on three or fewer pages of text or if the policy and certificate have more than three pages regardless of the number of words.

## **§ 2. GENERAL FORM REQUIREMENTS**

### **A. POLICY AND CERTIFICATE STRUCTURE**

- (1) The policy shall include the provisions applicable to the policyholder and may or may not include the provisions applicable to *Covered Persons* if such provisions are included in a separate certificate. Alternatively, the policy may include the provisions applicable to the policyholder and *Covered Persons*, and the certificate may include the provisions applicable to *Covered Persons* and the policyholder. Regardless of the structure selected, the certificate shall always include the provisions applicable to *Covered Persons*. The standards that are applicable to the policy and certificate shall apply regardless of where the policy and certificate provisions are included. Nothing in these standards shall preclude an insurance company from using the policy or certificate structure that is suitable for the needs of the insurance company and the policyholder. These group term life standards assume that the policy includes the provisions applicable to the policyholder and the certificate includes the provisions applicable to *Covered Persons*.
- (2) The policy and certificate shall state that a *Certificateholder's* benefits and rights under the policy shall not be less than those stated in the certificate.
- (3) The standards allow certificates to be delivered in a paper or electronic format. If electronic format is used, the insurance company shall describe the procedures that will be used to verify access to the certificate. Upon request, the policyholder or its plan administrator shall deliver a copy of the certificate to the *Certificateholder*.

### **B. CERTIFICATES**

- (1) The policy shall include a provision regarding certificates. The provision shall state that the insurance company shall provide certificates for delivery to each *Employee*.
- (2) The certificate shall describe the benefits and rights under the certificate.
- (3) The certificate shall state that the insurance company certifies that the *Employee* is insured for the benefits described in the certificate, subject to the provisions of the certificate.
- (4) The certificate may state that the policy is a contract between the insurance company and the policyholder and may be changed or ended without the *Employee's* consent.
- (5) The certificate shall include a statement in prominent print instructing the *Employee* to read the certificate carefully and note that insurance benefits may be subject to certain requirements, reductions, limitations and exclusions. "Prominent print" means, for example, all capital letters, contrasting color, underlined or otherwise differentiated from the other type on the form.
- (6) If the certificate is issued to replace a certificate previously issued by the insurance company, the certificate shall state that it describes insurance provided by a certificate previously issued by the insurance company to the *Employee* and replaces such previous certificate.

- (7) The certificate may state that it is not valid unless the insurance company's certificate confirmation statement is attached to the certificate. The confirmation statement may include its date of print, insurance company name, *Employee's* name, address, tax identification number, date of hire, insurance benefits, amounts and effective dates.

**C. COVER PAGE OR FIRST PAGE**

- (1) The full corporate name, including city and state of the insurance company shall appear in prominent print on the cover page or first page of the policy and the certificate.
- (2) A marketing name or logo may also be used on the cover page or first page of the policy and certificate provided that the marketing name or logo does not mislead as to the identity of the insurance company.
- (3) The insurance company's complete mailing address for the home office or the office that will administer the benefit provisions of the policy shall appear on the cover page or first page of the policy and the certificate. The cover page or first page of the policy and the certificate shall include a telephone number of the insurance company and, if available, some method of Internet communication. The telephone number of the insurance department of the state where the policy is delivered or issued for delivery is also required on either the cover page or first page, or the first specifications page of the certificate.
- (4) Two signatures of insurance company officers shall appear on the cover page or first page of the policy.
- (5) A form identification number shall appear at the bottom of the form in the lower left hand corner of the policy and certificate. The form number shall be adequate to distinguish the form from all others used by the insurance company. The form number shall include a prefix of ICCxx (where xx represents the appropriate year the form was submitted for filing) to indicate it has been approved by the Interstate Insurance Product Regulation Commission.
- (6) A brief description that shall appear in prominent print on the cover page or first page of the policy and certificate or be visible without opening the policy or certificate. The brief description shall include the type of term coverage provided, such as group term life insurance. The policy shall also indicate if it is participating or nonparticipating.
- (7) The policy cover page or first page, or specifications page, shall identify:
  - (a) The name of the policyholder, the policy number, and the effective date of the policy; and
  - (b) The jurisdiction in which the policy is issued for delivery, and the policy shall state that the laws of such jurisdiction will govern the policy.
- (8) The certificate may be issued on a no-name basis or on a named basis. For named basis certificates, the certificate cover page or first page, or specifications page, shall identify:
  - (a) The name of the policyholder;
  - (b) The policyholder's policy number;

- (c) The name of the *Employee*;
- (d) The certificate number;
- (e) The effective date of the *Employee's* insurance provided by the certificate; and
- (f) If *Dependent* insurance is included.

For no-name based certificates, the certificate shall identify the name of the policyholder and the policy number. The certificate provisions will describe the *Employee* and *Dependent* eligibility requirements, as applicable, and the rules for determining the effective date of insurance.

#### **D. SPECIFICATIONS PAGE**

- (1) The specifications page of the policy and certificate shall include the benefits, amounts, durations, which insurance is contributory and which insurance is noncontributory, and any other benefit data applicable to each class of eligible *Employees* and *Dependents*. As an alternative to the completion of a policy specifications page only, the insurance company may attach a sample of each certificate representing each eligible class and its corresponding benefits provided under the policy or refer to the certificates.
- (2) If the policy is a participating policy, the policy specifications page shall indicate that the dividends are not guaranteed. In addition, if the insurance company does not intend to credit dividends, then the policy specifications page shall state that dividends are not expected or anticipated to be paid.

#### **E. FAIRNESS**

- (1) The policy and certificate shall not contain inconsistent, ambiguous, unfair, inequitable or misleading clauses, provisions that are against public policy as determined by the Interstate Insurance Product Regulation Commission, or contain exceptions and conditions that unreasonably affect the risk purported to be assumed in the general coverage of the policy and certificate.

### **§ 3. DEFINITIONS AND CONCEPTS**

The policy and the certificate shall define certain terms or describe concepts that, as used, will have specific meanings. If the policy or certificate includes the terms and concepts set forth below, the policy and certificate shall define the terms or describe the concepts in a manner consistent with the Policyholder's plan and the insurance company's underwriting guidelines. The terms and concepts included below reflect the parameters that are common in the group life market today, but may vary from insurance company to insurance company and policyholder to policyholder. Consequently, the standards included below are examples of language used in group life filings today, but, except as otherwise noted in the definitions and concepts for "child," are not intended to prescribe how each insurance company and each policyholder should define their terms or describe their concepts. The insurance company may identify defined terms or concepts by initial capitalization, italicizing, bolding or other form of highlighting. The plural use of terms defined in the singular shall share the same meaning.

- (1) "***Actively at Work or Active Work***" means that an *Employee* is performing all of the usual and customary duties of the *Employee's* job on a *Full-Time* basis. This may be done at the

policyholder's place of business, an alternate place approved by the policyholder, or a place to which the policyholder's business requires the *Employee* to travel. The concept may state that an *Employee* will be deemed to be *Actively At Work* on weekends or policyholder approved vacations, holidays or business closures if the *Employee* was *Actively at Work* on the last scheduled work day preceding such time off.

- (2) "**Beneficiary**" means the person(s) to whom the insurance company will pay the life insurance benefits in accordance with the beneficiary provision of the certificate.
- (3) "**Certificateholder**" means the *Employee* who is eligible for benefits provided by the policyholder's policy and who has received a certificate of insurance.
- (4) "**Child**" at a minimum, means the *Employee's* biological/natural children, adopted children, and any other children required to be covered under the civil union, domestic partnership, marriage or other family or domestic relations laws of the state where the policy is delivered or issued for delivery. The term may also include other children in whose lives the insured *Employee* or the *Employee's Spouse* has an insurable interest.

Any or all of the following conditions may also be required for the definition of "*Child*":

- (a) That the child shall be unmarried;
- (b) That the child shall reside with the insured *Employee*;
- (c) That the child shall be supported by the insured *Employee*, whether in whole or in part;
- (d) That the child shall be eligible to be claimed by the *Employee* or the *Employee's Spouse* for federal income tax purposes;
- (e) That the child shall not be on full-time active duty in the armed forces of any country or subdivision thereof;
- (f) That the child's legal residence shall not be outside the United States, its territories or possessions, or Canada;
- (g) That the child shall not be insured under the policy in any other capacity, such as an *Employee*; and/or
- (h) That the child shall not be insured by the insurance company pursuant to the exercise of any conversion right under the certificate.

A *Child* meeting the above conditions may be insured for life insurance from live birth or a waiting period no more than 14 days may be imposed; and for accidental dismemberment benefits, no waiting period may be imposed. Coverage for a child shall be made available to age 19, and may be extended.

Beginning at age 19, the following conditions may also be imposed:

- (a) A condition that the *Child* not be employed on a *Full-Time* basis.
- (b) A condition that the *Child* be a full-time student at a school, college or university (an accreditation requirement and/or a requirement that the school, college or university is licensed in the jurisdiction where it is located may also be included); coverage may also be extended to part-time students of such institutions and/or a child in the service of a non-profit organization during the period of such service.

For purposes of subparagraph (b) above, the terms “full-time” and “part-time” may be defined based on credit or course load requirements.

If the policy and certificate are delivered or issued for delivery in different states, the certificate shall, if required, comply with the applicable marriage laws, including marriage case law, of the state where the certificate is delivered or issued for delivery and, if required, with the applicable domestic partnership and civil union laws of such state, with respect to coverage available for marital relationships, domestic partnerships, or civil unions.

**PSC Note: The PSC should determine if the standard is an impediment to defining “child” in accordance with PPACA.**

- (5) “**Contribution**” means the amount the policyholder may require the *Employee* to pay towards the total premium that the insurance company charges for the insurance provided under the policy.
- (6) “**Contributory Insurance**” means insurance for which the policyholder requires the *Employee* to pay any part of the premium. The certificate shall specify which insurance is contributory.
- (7) “**Covered Person**” means each person insured under the group policy and includes the *Employee* and/or *Dependent* as defined by the policyholder.
- (8) “**Dependent**” means the *Employee’s Child(ren)* and/or *Spouse*.
- (9) “**Employee**” means a person defined as such by the policyholder.
- (10) “**Full-Time**” means *Active Work* on the policyholder’s regular work schedule for the class of *Employees* to which the *Employee* belongs. The work schedule must be at least a specified period of time (such as 30 hours a week).
- (11) “**Noncontributory Insurance**” means insurance for which the policyholder does not require the *Employee* to pay any part of the premium.
- (12) “**Policy Anniversary**” means the specified period of time (such as one year) following the effective date of the policy, and each subsequent period.
- (13) “**Policy Month**”. The first policy month begins on the effective date of the policy. Subsequent policy months will begin on the same day of each subsequent calendar month.
- (14) “**Policy Period**” means that as shall be defined in the retrospective experience rating reduction section of the premium rate(s) provision of the policy, if any.
- (15) “**Premium**” means the amount the policyholder shall pay to the insurance company for the insurance provided under the policy.
- (16) “**Proof of Loss**” means written evidence **satisfactory to the insurance company** that a person has satisfied the conditions and requirements for any benefit described in the certificate. The *Proof of Loss* shall establish:

- (a) the nature and extent of the loss or condition;
- (b) the insurance company's obligation to pay the claim; and
- (c) the claimant's right to receive payment.

**PSC Note: The PSC should determine if the highlighted words are acceptable in relationship to the decision that will be made for Section K. on page 16 of the draft.**

- (17) "**Signed or Signature**" means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.
- (18) "**Spouse**" means the *Employee's* lawful spouse and any other person required to be covered as the *Employee's Spouse* under the civil union, domestic partnership, marriage or other family or domestic relations laws, including the case law, of the state where the policy is delivered or issued for delivery.

If the policy and certificate are delivered or issued for delivery in different states, the certificate shall, if required, comply with the applicable marriage laws, including marriage case law, of the state where the certificate is delivered or issued for delivery and, if required, with the applicable domestic partnership and civil union laws of such state, with respect to coverage available for marital relationships, domestic partnerships, or civil unions.

- (a) The term "*Spouse*" may be modified as required by applicable federal law;
- (b) The term "*Spouse*" may also be modified to include any person who is in a domestic partnership, civil union or similar relationship whether or not such relationship is legally recognized provided that an insurable interest exists;
- (c) Nothing in this definition shall be construed as requiring any insurance company to provide coverage or benefits to any person who is in a domestic partnership, civil union, or similar relationship, or marriage or to their families in a state where such relationships are not legally recognized or the providing of such coverage is not required;
- (d) For purposes of determining who may become a *Covered Person*, the term "*Spouse*" may exclude any person who:
  - (i) Is on full-time active duty in the armed forces of any country or subdivision of any country;
  - (ii) Legally resides outside the United States, its territories or possessions, or Canada; or
  - (iii) Is insured under the policy as an *Employee*.

If the certificate contains exclusions (i) or (ii) above, the certificate shall include a provision notifying the *Employee* of the *Employee's* right to end *Spouse* coverage during the period that the

*Spouse* is on full-time active duty in the armed forces of any country or subdivision of any country, or the period that the *Spouse* legally resides outside the United States, its territories or possessions, or Canada. The provision shall also include:

- (a) The procedure for requesting an end of coverage;
- (b) An explanation of when such coverage will end;
- (c) A statement that premiums for the *Spouse* coverage will not be required once coverage is ended and that any collected, unearned premiums will be refunded; and
- (d) An explanation of the procedure required to reenroll the *Spouse* once full-time active military duty ends, or once the *Spouse* resumes residence in the United States, its territories or possessions, or Canada. The procedure shall not be less favorable than the following:
  - (i) If application to reenroll for *Spouse* coverage is made within 31 days of the date full-time active military duty ends, or the date the *Spouse* resumes residence in the United States, its territories or possessions, or Canada, the amount of *Spouse* coverage applied for shall be equal to the lesser of the amount that was in effect on the day before coverage ended and the then current maximum amount of *Spouse* coverage available under the plan. Such coverage will take effect as of the date of application, provided that on that date the *Spouse* is not hospitalized, confined at home under a physician's care, or receiving or applying to receive disability benefits from any source. If the *Spouse* is hospitalized, confined to home under a physician's care, or is receiving or applying to receive disability benefits from any source on such date, such *Spouse* coverage will take effect on the date the *Spouse* is no longer hospitalized, confined or receiving or applying for disability benefits; or
  - (ii) If application to reenroll for *Spouse* coverage is made more than 31 days after the date that full-time active military duty ends, or the date the *Spouse* resumes residence in the United States, its territories or possessions, or Canada, the *Spouse* will be required to submit evidence of insurability satisfactory to the insurance company, and the *Spouse* coverage approved by the insurance company will take effect on the date specified by the insurance company.

(19) “*Written or Writing*” means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

#### **§ 4. POLICY AND CERTIFICATE PROVISIONS**

##### **A. ASSIGNMENT**

(1) The policy shall require that the certificate include an assignment provision.

The provision shall describe the procedures for assignments and shall state that assignments, unless otherwise specified by the *Employee*, shall take effect on the date the notice of assignment

is signed by the *Employee*, subject to any payments made or actions taken by the insurance company prior to receipt of this notice. In addition, the provision may:

- (a) State that the insurance company shall recognize the assignee(s) under such assignment as owners of the *Employee's* rights, title and interest under the policy and the certificate if:
  - (i) A written form satisfactory to the insurance company affirms the assignment;
  - (ii) The written form has been signed by the *Employee* and assignee;
  - (iii) If acting as a plan administrator, the policyholder acknowledges that the life insurance being assigned is in force on the life of the assignor; and
  - (iv) The written form is received by the insurance company;
- (b) Allow the assignment of the rights and benefits under the policy and certificate as collateral security for any indebtedness;
- (c) State that the right of any beneficiary to receive the death benefit under the policy shall be subject and subordinate to the rights of any assignees; and
- (d) State that the insurance company shall not be liable for the validity of any assignment.

**Drafting Note:** Restrictions on assignment such as right of first refusal or first offer provisions are prohibited.

## **B. AUTOPSY**

- (1) The certificate may include an autopsy provision allowing the insurance company to reserve the right to make a reasonable request for an autopsy at its expense where permitted by law.

## **C. BENEFICIARY**

- (1) The certificate shall include a beneficiary provision. The provision shall describe the procedures for designating or changing the *Beneficiaries*, and indicating when such designation is effective. The provision shall not include any restriction on change of *Beneficiary* other than for the purposes of satisfying applicable laws or regulations.
- (2) The provision shall state that changes in *Beneficiary*, unless otherwise specified by the *Employee*, shall take effect on the date the notice of change is signed by the *Employee*, subject to any payments made or actions taken by the insurance company prior to receipt of this notice.
- (3) For life insurance on the *Employee*, the provision may specify that:
  - (a) If irrevocable *Beneficiaries* are designated, such a *Beneficiary* cannot be changed without the consent of the irrevocable beneficiary;

- (b) If two or more *Beneficiaries* are designated and their shares are not specified, they will share the insurance equally; and
  - (c) If there is no *Beneficiary* designated or no surviving designated *Beneficiary* at the *Employee's* death, the certificate shall specify to whom the death benefits shall be paid.
- (4) For life insurance on a *Dependent*, the provision may state that the *Employee* will be the *Beneficiary*, if alive. If the *Employee* is not alive, the certificate shall specify to whom the death benefit shall be paid.
  - (5) If the *Employee* and *Dependent* die within a specified period (such as 24 hours), the certificate shall specify to whom death benefits shall be paid.
  - (6) The provision may state that any payment made in good faith shall discharge the insurance company's liability to the extent of such payment.

**D. CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS**

- (1) The policy and certificate shall state that each was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. The policy and certificate shall also state that any provision of the policy and certificate that on the provision's effective date is in conflict with Interstate Insurance Product Regulation Commission standards for this product type is hereby amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

**E. CONTRIBUTIONS**

- (1) The policy shall include a provision stating that the policyholder shall not require the *Employee* to contribute to the cost of *Noncontributory* insurance, except in situations where the policyholder is complying with applicable tax law.
- (2) The policy shall include a provision stating that, with regard to *Contributory* insurance, the maximum amount that an *Employee* may be required to contribute to the cost of such insurance shall not exceed the premium charged for the amounts of such insurance.

**F. DATA NEEDED**

- (1) The policy shall include a provision requiring the policyholder to provide the insurance company with all the data needed to compute premiums and administer the terms of the policy.
- (2) The provision shall give the insurance company the right to examine the policyholder insurance data at any time.
- (3) The provision shall state that if the insurance company or the policyholder make a clerical error in keeping the data, the premiums and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in effect, nor will it continue insurance validly ended.

**G. DATE INSURANCE ENDS UNDER THE POLICY**

- (1) The policy shall include a provision stating how and when insurance may end under the policy.
  - (a) The provision may state that the policyholder may end the policy by giving a specified period (such as 31 days) of advance written notice to the insurance company. In this case, the policy shall end on the later of:
    - (i) The date stated in the written notice; or
    - (ii) The date the insurance company receives the notice;
  - (b) The provision may state that the insurance company may end the policy for specified reasons, such as:
    - (i) On the date premium is not paid when due, subject to the grace period provisions of the policy;
    - (ii) On any premium due date, by giving the policyholder a specified period (such as 31 days) of advance written notice if *less* than:
      - a) A specified percentage (such as 75%) of persons eligible under the policy are insured for *Contributory* insurance;
      - b) 100% of persons eligible under the policy are insured for *Noncontributory* insurance; or
      - c) A specified number of employees (such as 100) are insured under the policy;
    - (iii) On any premium due date, by giving the policyholder a specified period (such as 31 days) of advance written notice if the policyholder fails to provide information on a timely basis or perform any obligations required by this policy and applicable law;
    - (iv) On any date, by giving the policyholder a specified period (such as 31 days) of advance written notice if the policyholder; and
    - (v) On any *Policy Anniversary*, except during any rate guarantee period, by giving the policyholder a specified period (such as 31 days) of advance written notice;
  - (c) The provision shall state that if the policy ends, written notice of this shall be given to all *Certificateholders* as soon as reasonably possible. This provision shall specify whether the insurance company or policyholder is responsible for giving notice. The written notice shall include information regarding *Certificateholder* rights to conversion and other rights, if any, as provided in the certificate. If notice of the conversion right is not

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- given on a timely basis, the *Certificateholder's* right to convert shall be extended as described in the conversion provisions of the certificate.
- (d) The provision shall state that if the policy ends, all premiums due shall be paid; and
  - (e) The provision shall state that if the insurance company accepts premium after the date the policy ends, such acceptance shall not act to reinstate the policy. The insurance company shall refund any unearned premium.

## **H. EFFECTIVE DATE OF THE POLICY**

- (1) The policy shall include a provision stating when the policy will take effect.
- (2) The provision shall state that if the policy is issued as a replacement of a policy previously issued by the insurance company to the policyholder, the fact of the replacement, as well as the policy number and effective date of such previous policy, shall be specified.

## **I. ELIGIBILITY PROVISIONS**

- (1) The policy shall include an eligibility provision describing the eligibility requirements applicable to *Covered Persons* under the policy, such as:
  - (a) ***Eligible Classes.*** The provision shall describe the eligible classes for *Employees* and *Dependents*, as applicable;
  - (b) ***Date Persons Are Eligible for Insurance.*** The provision shall describe how this date is determined and specify any waiting period requirements. The waiting period may be defined as a period of continuous membership in an eligible class that a person must wait before they become eligible for insurance (such as 30 days). The period begins on the date the person enters an eligible class and ends on the date the person completes the waiting period. The provision may describe requirements for situations where the person was previously employed with the policyholder;
  - (c) ***Enrollment Process.*** The provision shall specify the process required for enrolling for *Contributory* insurance under the policy. Eligible persons may be required to complete an enrollment form, unless previous enrollment forms with the policyholder will be accepted by the insurance company. The provision shall also specify if evidence of insurability satisfactory to the insurance company is required and these requirements will be described in the evidence of insurability provision. The provision may also state that the person will be required to authorize payroll deductions for such insurance;
  - (d) ***Date A Person's Insurance Takes Effect.*** The provision shall describe the rules for *Employee* and *Dependent Noncontributory* and *Contributory* insurance. The cover page or first page, or specifications page, of the policy or certificate shall specify which insurance benefits are *Contributory* and which are *Noncontributory*. The provision shall describe the rules for *Dependents* that an *Employee* has when he becomes eligible for insurance under the policy, and the rules for *Dependents* the *Employee* obtains after he becomes eligible for insurance under the policy. The provision may state that if the *Employee* is not *Actively at Work* on the date insurance would otherwise take effect, insurance will take effect on the day he resumes *Active Work*. A similar requirement may be included for *Dependents*, such as if a *Dependent* is confined at home under a physician's care, receiving or applying to receive disability benefits from any source or hospitalized on the date the *Employee's* insurance would otherwise take effect, insurance for the *Dependent* will take effect on the date he is no longer confined, receiving or applying to receive disability benefits or hospitalized;

- (e) ***Date A Covered Person's Insurance Ends.*** The provision shall describe how and when *Employee* and *Dependent* insurance may end. The provision shall refer to the conversion rights that are available under the certificate and also refer to any continuation of insurance and portability coverages that are also available.

## **J. ENTIRE CONTRACT**

- (1) ***Policy Entire Contract Provision.*** The provision shall state that the policy, the policyholder's application, the certificates, and any riders, endorsements or amendments to the policy and to the certificates shall constitute the entire contract. No document may be included by reference.
- (2) ***Certificate Entire Contract Provision.*** The provision shall state that the insurance for *Covered Persons* is provided under a contract of group term insurance with the Policyholder, and that the entire contract with the policyholder includes the policy, the policyholder's application, the certificates, and any riders, amendments or endorsements to the policy and to the certificates. No document may be included by reference.

## **K. DISCRETIONARY CLAUSES**

- (1) No policy or certificate may contain a provision:
  - (a) purporting to reserve sole discretion to the insurance company to interpret the terms of a policy or certificate; or
  - (b) specifying a standard of review upon which a court may review denial of a claim or any other decision made by an insurance company with respect to a *Certificateholder*.

**PSC Note:** The Subgroup decided to refer the discretionary clauses issue to the PSC.

## **L. EVIDENCE OF INSURABILITY**

- (1) The certificate shall include a provision describing the evidence of insurability requirements, if any. The provision may identify the applicable evidence requirements, such as those:
  - (a) Specified in the respective eligibility provisions;
  - (b) For amounts for a *Covered Person* exceeding a specified amount (such as \$50,000 for *Employees* and \$50,000 for a *Spouses* and \$25,000 for a *Child*);
  - (c) For increases in amounts that exceed a specified amount; and
  - (d) For *Contributory* amounts if a person was hospitalized within a specified period (such as 90 days) preceding the date the person enrolled for coverage or applied for an increase in coverage.
- (2) The cost of providing such evidence shall be borne by the insurance company.

## M. FILING A CLAIM

- (1) For life insurance benefits provided in a certificate, the certificate shall include provisions describing the claim filing process, required forms and timelines, such as:
  - (a) A provision stating from whom the claimant should obtain a claim form.
  - (b) A provision stating the process for completing the claim form and submitting the claim form will be explained in the claim form kit.
  - (c) A provision stating that due *Proof of Loss* for the death of the insured will consist of a certified copy of the death certificate of the insured, or other lawful evidence providing equivalent information, and proof of the claimant's interest in the proceeds.
  - (d) A provision stating that due *Proof of Loss* should be sent to the insurance company after a loss occurs. The provision shall also state that when the insurance company receives the claim and due *Proof of Loss*, the insurance company shall review the *Proof of Loss* and if the insurance company approves the claim, the insurance company shall pay the benefits subject to the terms of the certificate.
  - (e) A provision for the payment of interest on the death benefit, as follows:
    - (i) Interest shall accrue and be payable from the date of death.
    - (ii) Interest shall accrue at the rate or rates applicable to the policy for funds left on deposit or, if the insurance company has not established a rate for funds left on deposit, at the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. In determining the effective annual rate or rates, the insurance company shall use the rate in effect on the date of death.
    - (iii) Interest shall accrue at the effective annual rate determined in Item (b) above, plus additional interest at a rate of 10% annually beginning with the date that is 31 calendar days from the latest of Items (i), (ii) and (iii) to the date the claim is paid, where it is:
      - a) The date that due *Proof of Loss* following death is received by the insurance company;
      - b) The date the insurance company receives sufficient information to determine its liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and
      - c) The date that legal impediments to payment of proceeds that depend on the action of parties other than the insurance company are resolved and sufficient evidence of the same is provided to the insurance company. Legal impediments to payment include, but are not limited to:
        - 1) the establishment of guardianships and conservatorships;
        - 2) the appointment and qualification of trustees, executors and administrators; and

- 3) the submission of information required to satisfy a state and federal reporting requirements.

**PSC Note:** Appropriateness for establishing an interest rate standard has been challenged by regulators and is to be addressed by the Product Standards Committee.

- (f) A provision specifying that the time limit on legal actions for loss covered by the policy is subject to applicable state law.

**PSC Notes:**

1. Appropriateness of delegating time limit back to the states vs. a uniform standard.

2. There are issues regarding what controls: state where group policy was issued, state where certificate was issued, state where insured resides, state where beneficiary resides.

3. Need to confirm whether or not this standard would require companies at time of issue to include the specific state requirement.

- (2) For the waiver of premium, accidental dismemberment benefits and other similar benefits provided in a certificate, the certificate shall include provisions describing the claim filing process, required forms and timelines, such as:

- (a) A provision stating that notice of claim and *Proof of Loss* shall be sent to the insurance company within 90 days of the date of loss;

Alternatively, the provision may state that notice of claim and *Proof of Loss* may be given to the insurance company, as follows:

- (i) A *Covered Person* may give notice of claim by calling the insurance company within 20 days of the date of loss using the telephone number shown on the cover page or first page of the certificate;
- (ii) The insurance company will send a claim form to the *Covered Person* with instructions how to complete the claim form within 15 days of receipt of the telephonic notice of claim;
- (iii) When the *Covered Person* receives the claim form, the *Covered Person* shall complete the claim form as instructed and return it to the insurance company with the required *Proof of Loss* described in the claim form;
- (iv) If the *Covered Person* does not receive the claim form within 15 days of calling the insurance company to provide notice of claim, the *Covered Person* may send the insurance company *Proof of Loss* on any form sufficient to provide the insurance company with *Proof of Loss*; and
- (v) Regardless of the process pursued, a *Covered Person* shall give notice of claim and *Proof of Loss* no later than 90 days after the date of loss. If notice of claim or

*Proof of Loss* is not given within the time limits described in this section, the delay shall not cause the claim to be denied or reduced if such notice of claim and *Proof of Loss* is given as soon as reasonably possible.

- (3) If the policy is subject to the Employee Retirement Income Security Act of 1974 (ERISA) requirements, the certificate shall include the applicable claims review procedures.

## **N. GRACE PERIOD**

- (1) The policy shall include a grace period provision and describe the conditions of the provision.
  - (a) The provision shall state that each premium due after the effective date of the policy may be paid up to a specified period not less than 31 days after its premium due date (the “grace period”);
  - (b) The provision shall state that the insurance provided under the policy shall stay in effect during the grace period, unless the policyholder has given the insurance company advance written notice of intent to end insurance under the policy in accordance with the terms of the policy;
  - (c) The provision shall state that if the premium is not paid by the due date, the insurance company shall give written notification to the policyholder that if the premium is not paid by the end of the grace period, the policy will end on the last day of the grace period. If the insurance company fails to give such written notice, the insurance provided under the policy will continue in effect until the date such notice is given;
  - (d) The provision shall state that the policyholder shall be liable to the insurance company for the payment of a pro rata premium for the time the policy was in force during such grace period.
  - (e) The provision shall state that if the policyholder replaces the policy with another group policy but does not give the insurance company written notice of intent to end the policy, the grace period provisions of the policy and certificate will apply;
  - (f) The provision may allow the insurance company to extend the grace period by giving written notice of such intent to the policyholder. Such notice will specify the date the policy will end if the premium remains unpaid;
  - (g) The policy shall state that premiums shall be paid for any grace period, any extension of such period, and any period for which insurance under this policy was in effect and premium was not paid; and
  - (h) If the *Certificateholder* is paying premiums directly to the insurance company, the grace period provision shall be included in the certificate.

## O. INCONTESTABILITY

(1) The policy shall include an incontestability provision for statements made by the policyholder and the certificate shall include an incontestability provision for statements made by *Covered Persons*.

(a) ***Policy Incontestability Provision.*** The provision shall state that:

- (i) Any statement made by the policyholder shall be considered a representation and not a warranty;
- (ii) The insurance company shall not use such statements to avoid insurance, reduce benefits or defend a claim unless it is included in a written application which has been made a part of the policy;
- (iii) The insurance company shall not use such statement to contest life insurance after it has been in force for two years from its effective date, or date of last reinstatement, unless the statement is fraudulent. Fraud in the procurement of the policy shall only be contestable when permitted by applicable law in the state where the policy is delivered or issued for delivery; and
- (iv) The statement on which the contest is based shall be material to the risk accepted or the hazard assumed by the insurance company.

(b) ***Certificate Incontestability Provision.*** The provision shall state that:

- (i) Any statement made by a *Covered Person* shall be considered a representation and not a warranty;
- (ii) The insurance company shall not use such statements to avoid insurance, reduce benefits or defend a claim unless it is included in a written enrollment form which has been signed by the *Covered Person* and a copy of such enrollment form has been given to the *Covered Person* or to the *Employee's Beneficiary*;
- (iii) The insurance company shall not use a *Covered Person's* statement which relates to insurability to contest life insurance, after it has been in force for two years during the *Covered Person's* life, unless the statement is fraudulent. In addition, the insurance company will not use such statement to contest an increase or benefit addition to such insurance, or reinstatement of insurance, after the increase, benefit or reinstatement has been in force for two years during the *Covered Person's* life, unless the statement is fraudulent;

Fraud in the procurement of coverage under the policy shall only be contestable when permitted by applicable law in the state where the certificate is delivered or issued for delivery; and

- (iv) The statement on which the contest is based shall be material to the risk accepted or the hazard assumed by the insurance company.

**P. MISSTATEMENT OF A COVERED PERSON'S AGE OR SEX**

- (1) The certificate shall include a provision for misstatement of a Covered Person's age or, if the insurance provided under the policy is written on a sex distinct basis, a misstatement of a *Covered Person's* age or sex, stating that the correct age or the correct age or sex shall be used to determine if insurance is in effect and, as appropriate, adjust the Premium and/or benefits.

**Q. MISSTATEMENT OF A COVERED PERSON'S SMOKING STATUS**

- (1) The certificate may include a provision which states that in lieu of the right to contest the certificate during the first two certificate years based on a misstatement of a *Covered Person's* smoking status, the certificate may provide for an adjustment due to a misstatement of smoking status, providing that the amount payable upon a *Covered Person's* death shall be the amount that the *Premium* would have purchased using the correct smoking status.

**R. PARTICIPATING POLICY**

- (1) The policy shall include a provision stating whether the policy is participating or non-participating. If the policy is participating in the divisible surplus of the insurance company, then the following shall apply:
  - (a) The conditions of the participation shall be included in the policy;
  - (b) The policy shall provide that the insurance company shall annually ascertain and apportion any divisible surplus, beginning not later than the third year;
  - (c) The policy shall provide that the policyholder may receive any dividend payment in cash or as a reduction in premium payments. Other dividend options may be provided in the policy;
  - (d) Any dividend or cash payments shall be based on the actual experience of the policyholder, or of a class of policyholders, or a combination of such experience. Such amounts shall also be based upon an objective formula which is set forth explicitly in writing, is actuarially sound, is uniformly applied and is approved by the insurance company's board of directors.
  - (e) Any dividend or cash payments may be applied to reduce the policyholder's part of the cost of the policy, except that the excess, if any, of the *Employee's* aggregate contributions for coverage under the policy over the net cost of coverage shall be applied by the policyholder for the sole benefit of the *Employees*.
  - (f) The policy shall provide for an automatic dividend option if more than one dividend option is provided. If the policy provides for more than one dividend option, the policy shall identify the automatic option;

- (g) Any additional supplemental benefits attached to a participating policy, whether or not considered in determining surplus earnings, may not be specially labeled or described as non-participating; and
- (h) The policy shall state that any dividend accumulations and the cash value of any paid up dividend additions shall be paid to the policyholder when the policy ends.

## **S. PAYMENT OF PREMIUM**

- (1) The policy shall include provisions specifying the requirements for payment of *Premium*, such as:
  - (a) A provision stating that the policy is issued in return for the payment by the policyholder of required *Premiums*;
  - (b) A provision specifying where *Premium* payments are to be sent, such as to the home office of the insurance company or to a designated administrative office or address;
  - (c) A provision stating that the first *Premium* is due on and shall be paid by the policy's effective date;
  - (d) A provision specifying the *Premium* mode and due dates for later *Premiums*, such as monthly, quarterly, semi-annually or annually in advance, on the first day of each *Policy Month*;
  - (e) A provision stating that the *Premium* due on any premium due date is determined by the total amount of insurance provided by the policy on such date, multiplied by the appropriate *Premium* rate(s) which are in effect subject to any *Premium* adjustment, if applicable;
  - (f) A provision stating that the insurance company may use any reasonable method to compute *Premiums* due under the policy;
  - (g) A provision stating how *Premium* will be computed for changes in insurance. For example, for a monthly *Premium* due date, if insurance takes effect after the first of the month, premium may be charged from the first day of the next month; and
  - (h) A provision specifying the insurance company's right to change *Premium* rates for changes which materially affect the risk assumed for the insurance provided under the policy, such as:
    - (i) When the policy is changed by a rider, endorsement or amendment;
    - (ii) When a class of eligible persons is added to or deleted from the policy for any reason, including corporate restructuring, acquisitions, spin-off or similar situations;

- (iii) When a policyholder's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from the policy for any reason, including corporate restructuring, acquisitions, spin-off or similar situations;
  - (iv) There is a significant change in the geographic distribution of insured *Employees*;
  - (v) When applicable law or Interstate Insurance Product Regulation Commission standard requires a change in:
    - a) The insurance provided by the policy; and/or
    - b) The class of persons eligible under the policy; or
  - (vi) When a *Premium* due date coincides with or next follows:
    - a) A change greater than a specified percentage in the number of *Covered Persons* , such as 20%, since the later of the policy effective date and the last date *Premium* rates were changed; or
    - b) A change greater than a specified percentage (such as 20%) in the amount of insurance provided under the policy since the later of the policy effective date and the last date *Premium* rates were changed.
- (2) The provision may also allow the insurance company to change *Premium* rates:
- (a) On any date on or after the first *Policy Anniversary*, unless there is a specified rate guarantee included in the policy. If the insurance company changes *Premium* rates, this will be done no more frequently than once in every specified period of time (such as 6 months), and only if the insurance company gives written notice to the policyholder of a specified period (such as 31 days) in advance of such change; and
  - (b) On any other date agreed to by the insurance company and the policyholder.
- (3) The provision shall state that new *Premium* rates will apply only to *Premiums* due on or after the rate change takes effect.
- (4) The provision may include the availability of *retrospective rate changes* and shall describe the parameters for such changes, such as:
- (a) The provision may state that the insurance company may retrospectively **reduce** the policyholder's *Premium* for a specified policy period (not to exceed twelve months) based upon policy experience during such period. The reduction, if any, will be based on the insurance company's retrospective experience rating formula which shall be based upon an objective formula which is set forth explicitly in writing, is actuarially sound, uniformly applied and is approved by the insurance company's board of directors. If a reduction is applicable, a refund of *Premium* will be paid to the *Policyholder* in a manner determined by the insurance company. That part of the refund greater than the *Policyholder's* share of the total cost shall be used to benefit *Employees*. If the

*Policyholder* has more than one policy with the insurance company, one or more of such policies may be treated as one policy to determine the retrospective experience rating refund, if any; and

- (b) The provision may state that the insurance company may retrospectively *increase* the policyholder's *Premium* for a specified policy period (not to exceed twelve months) to offset any *Deficit* for such policy period, plus *Deficits* from specified prior policy periods, if any. Any such increase shall not exceed a specified percentage (such as 1%) of earned premiums during such policy period(s). If an increase in *Premium* is applicable, the policyholder shall pay to the insurance company the amount of the increase within a specified period of time (such as 31 days) after the insurance company sends written notice of the amount due to the policyholder. If the policyholder has more than one policy with the insurance company, one or more of such policies may be treated as one policy to determine the retrospective experience rating increase, if any.

As used in the provision:

“Deficit” means the excess of *Charges*, as determined by the insurance company, against the polic(ies) over earned *Premiums*.

“Charges” may include items such as claims paid from the insurance company's funds, plus interest; open and unreported claim reserves; approved claim reserves; state plan assessments; taxes; excess risk pool charges; expenses; cash flow charges; risk charges.

- (5) The provision may include the availability of a rate reduction or cash payment for the company's failure to provide specified service levels (*performance guarantee*), and shall describe the parameters for such a reduction or payment, such as:
  - (a) In the case of a rate reduction:
    - (i) At the end of a specified policy period, the insurance company may reduce the policyholder's *Premium* for such policy period as the result of its failure to provide the specified service levels agreed to in writing by an officer of the insurance company. These may include specified timelines for claim payment, response to customer inquiries, etc.;
    - (ii) The *Premium* may be reduced by an amount not to exceed a specified percentage (such as 1%) of the premium paid during the *Policy Period*; and
    - (iii) If the policyholder has more than one policy with the insurance company, one or more of such policies may be treated as one policy to determine the rate reduction, if any; and
  - (b) In the case of cash payment, the insurance company shall make the payment to the policyholder.

## T. POLICY AND CERTIFICATE CHANGES

- (1) The policy may include a provision which states that the terms and provisions of the policy and certificate may be changed, at any time, without the consent of the *Covered Persons* or anyone else with a beneficial interest in it. If the policy contains such a provision, such a provision shall also be included in the certificate.
- (2) The provision shall state that the insurance company may issue riders, endorsements or amendments to effect such changes, and these forms are subject to prior approval by the Interstate Insurance Product Regulation Commission.
- (3) The provision shall state that the insurance company shall only make changes that are consistent with Interstate Insurance Product Regulation Commission standards.
- (4) The provision may state that a rider, endorsement or amendment shall not affect the insurance provided under certificates until the effective date of the change, unless retroactivity is required by the Interstate Insurance Product Regulation Commission.
- (5) The provision shall state that a change or waiver will be evidenced by a rider, endorsement or amendment signed by an officer of the insurance company. An officer of the insurance company must approve in writing any change or waiver of the terms and provisions of the policy and certificate. The provision may further state that a sales representative, or other employee of the insurance company, who is not an officer of the insurance company does not have the insurance company's authority to approve such changes or waivers. A copy of the rider, endorsement or amendment shall be provided to the policyholder for attachment to the policy, and shall also be provided to *Certificateholder* for attachment to the certificate if the change affects the certificate.
- (6) Any rider, endorsement or amendment added to the policy after the date of issue that diminishes rights, benefits or coverage in the policy shall require signed acceptance by the Policyholder.

#### **U. REINSTATEMENT**

- (1) The policy may include a provision regarding reinstatement of the policy in the event the grace period has elapsed for nonpayment of *Premiums*. If included, the provision shall describe the conditions of the reinstatement of the policy and certificate, as applicable. The provision shall state that:
  - (a) The policyholder may request in writing to reinstate the policy within a specified period of time minimum of one year from the date it ended;
  - (b) The policyholder shall be required to provide the insurance company with any information it requires to consider the request; and
  - (c) If the insurance company approves the request, the policy shall be reinstated on the date stated in writing by the insurance company.

#### **V. SUICIDE**

- (1) The policy may include a suicide provision. If a suicide provision is included, the provision shall describe the effect of a suicide on the payment of life insurance benefits under the policy.

- (a) The provision may include the phrase “sane or insane”;
- (b) The provision shall state that the suicide exclusion period shall not apply to life insurance on a *Covered Person* that has remained in effect for a continuous period of two or more years under the policyholder’s *Employee* benefits plan including this policy and any predecessor policy.
- (c) The provision shall state that the insurance company’s liability will be limited to a return to the *Beneficiary* of all *Premiums* paid by the *Employee* and a return to the policyholder of all *Premiums* paid by the policyholder; and
- (d) The provision shall state that if a *Covered Person* commits suicide within two years from the date an increase in life insurance (other than a scheduled or automatic increase) took effect, the insurance company will pay to the *Beneficiary* the amount of insurance that was in effect before the increase. Any premium paid by the *Employee* for the increase will be returned to the *Beneficiary*, and any premium paid by the policyholder will be returned to the policyholder.

## **W. PROHIBITED EXCLUSIONS**

- (1) The following exclusions are prohibited:
  - (a) Death due to any specific medical condition; and
  - (b) Death due to terrorism.

## **§ 5. POLICY AND CERTIFICATE BENEFITS**

### **A. CONTINUATION OF INSURANCE**

- (1) The policy shall allow for *continuation of insurance if life insurance ends while the Employee is Totally Disabled*. The provisions may be included in the policy but shall be included in the certificate. The provisions may also be added to the policy or the certificate by rider, endorsement or amendment. The provisions shall describe the eligibility requirements for such continuation, what life insurance amounts are eligible for continuation, and the requirements for proof that the *Employee* has satisfied the conditions and requirements for such continuation.
  - (a) The provisions shall specify that the policyholder and *Employee* shall be responsible to pay the *Premium* for the continuation on the same basis as premium was paid on the day before *Total Disability* began. The continuation shall be provided for the *Employee* and *Dependents’* life insurance benefits that were in force under the certificate on the day before *Total Disability*;
  - (b) The provisions shall define “*Total Disability*” on a basis not more restrictive than due to an injury or sickness the *Employee* is unable to perform the material duties of the *Employee’s* regular job and is unable to perform any other job for which the *Employee* is fit by education, training or experience;

- (c) The provisions shall specify that the continuation period shall be for a period of at least six months;
  - (d) The provisions shall state if the *Employee* dies during the continuation period, the insurance company will pay the certificate death benefit to the *Beneficiary* upon receipt of *Proof of Loss* establishing that the *Employee* died during the continuation period. The conversion provision of the certificate shall describe the conversion right available for the *Employee's Dependents*; and
  - (e) The provisions shall state that if at the end of the continuation period the *Employee* is no longer eligible for insurance under the certificate, the conversion provision of the certificate will describe the *Employee's* conversion right.
- (2) The policy may allow for ***continuation of insurance for a Child with a mental or physical disability***. If such continuation is provided, the provisions describing such continuation may be included in the policy but shall be included in the certificate. The provisions may also be added to such policy or certificate by rider, endorsement or amendment. The provisions shall describe the eligibility requirements for a *Child* past the age limit for coverage under the certificate if that *Child* is incapable of self-sustaining employment because of a mental or physical disability.
- (a) The provisions shall state that proof of the disability shall be sent to the insurance company within 31 days after the *Child* attains the age limit and at reasonable intervals after such date;
  - (b) The provisions shall state that insurance shall continue while such *Child* remains incapable of self-sustaining employment because of the disability and continues to meet the definition of *Child* except for the age limit; and
  - (c) The provisions shall state that if at the end of the continuation period the *Child* is no longer eligible for insurance under the certificate, the conversion provision of the certificate shall describe the *Child's* conversion right.
- (3) The policy may allow for ***continuation of insurance during family and medical leave as permitted by the Family and Medical Leave Act of 1993 (FMLA)***. If such continuation is provided, the provisions describing such continuation may be included in the policy but shall be included in the certificate. The provisions may also be added to such policy or certificate by rider, endorsement or amendment.
- (a) The provisions shall state that the policyholder has established a policy for family and medical leave in compliance with the FMLA. The *Employee* should contact the policyholder to determine eligibility and the terms, conditions and cost for continuation of insurance during a leave; and
  - (b) The provisions shall state that if at the end of the leave continuation period the *Employee* is no longer eligible for insurance under the certificate, the conversion provision of the certificate shall describe the *Employee's* conversion right.

- (4) The policy may allow for *continuation of insurance at the option of the policyholder*. If such continuation is provided, the provisions describing such continuation may be included in the policy but shall be included in the certificate. The provisions may also be added to such policy or certificate by rider, endorsement or amendment. The provisions shall describe the eligibility requirements for such a continuation, what life insurance amounts are eligible for continuation, and the terms and conditions for the continuation.
- (a) The provisions shall describe the situations for which the policyholder will allow continuation of insurance. For example, if the policyholder allows continuation of insurance for *Employees* who cease *Active Work* in an eligible class, the provisions shall describe the reasons for cessation of *Active Work* and the duration of continuation for each reason, such as:
- (i) Due to injury or sickness, up to a specified period (such as 12 months);
  - (ii) Due to part-time work, layoff or strike, up to a specified period (such as 12 months); or
  - (iii) Due to a policyholder approved leave of absence, up to a specified period (such as 12 months);
- (b) The provisions may state that if the *Employee's* insurance is continued, insurance for the *Employee's Dependents* may also be continued. The provisions shall specify if the policyholder or *Employee* will pay the *Premiums* due for the continuation of insurance;
- (c) The provisions shall state that at the end of the continuation periods, if the *Employee* resumes *Active Work* in an eligible class, the *Employee's* insurance will continue under the policy. If the *Employee* does not resume *Active Work* in an eligible class, employment will be considered to end and insurance will end in accordance with the date a *Covered Person's* insurance ends provision;
- (d) The provisions shall state that if the *Employee's* insurance ends, the *Dependent's* insurance will end in accordance with the date a *Covered Person's* insurance ends; and
- (e) The provisions shall state that if insurance ends, the conversion provision of the certificate shall describe the *Employee's* and *Dependent's* conversion rights.

## **B. PORTABILITY OF GROUP TERM LIFE INSURANCE**

- (1) The policy may allow for portability *of group term life insurance that ends under the policy, at the option of the Employee (portability)*. If portability coverage is provided, the provisions describing such coverage may be included in the policy but shall be included in the certificate. The provisions may also be added to such policy or certificate by rider, endorsement or amendment. The provisions shall describe the eligibility requirements for such portability, what life insurance amounts are eligible for portability, the duration of the portability coverage and the terms and conditions for electing portability.

- (a) The provisions shall specify if portability coverage will be provided under the same group policy in a separate class or if coverage will be provided under another group policy that has been issued specifically for, and limited to, providing portability coverage for *Employees* and their *Dependents* whose coverage ends under an employer's plan;

**PSC Notes:** The standard allows for portability under the same group policy or another group policy so that companies have flexibility as to how to provide portability coverage. Even if the IIPRC can embrace a limited discretionary group established for the purpose of portability as a valid eligible group, the standard would still allow portability under the same group policy. Some regulators believe that "portability" is a "continuation" with another name – industry explained that once employment terminates a person is no longer insured under the group policy as before, so "continuation" is inappropriate.

- (b) The provisions shall state that the portability coverage is available if the certificate is in effect and only for amounts of insurance for which no application to convert such group term life insurance is made;
- (c) The provisions shall specify the maximum amount of group term life insurance that may be available under the portability option, and the amount ported shall not exceed the coverage that was provided under the certificate before the coverage ended. The provisions may also allow an *Employee* to request additional coverage, but such coverage shall be subject to evidence of insurability. However, such additional coverage may only be requested at the time of portability or later when the *Employee* has a life-changing event, such as a change in marital status, adoption or birth of a child, legal guardianship or court order, etc.

**PSC Note:** This standard is intended to prohibit insurance companies from conducting marketing campaigns to sell more insurance under the portability vehicles.

- (d) If portability coverage is to be provided under another group policy that has been issued specifically for, and limited to, portability coverage, the provisions shall state that evidence of insurability shall not be required if election for portability coverage is made within a specified period of time (such as at least 31 days) after insurance ends. If portability coverage is to be provided under the same group policy, the provisions may state that evidence of insurability shall be required for such coverage. If evidence of insurability is not required, the provisions may also allow an insurance company to require evidence of insurability if the *Employee* wants a preferred class premium;
- (e) The provisions shall specify the *Premium* payment requirements, such as who has the responsibility to pay the *Premium*, the frequency for such payment, etc;
- (f) If portability coverage is to be provided under another group policy, the provisions shall state that:
  - (i) a new certificate will be issued under that group policy;
  - (ii) the new certificate will describe the benefits provided;

- (iii) the new certificate shall state that the new benefits may not be the same as those that end under the policyholder's group policy; and
- (iv) the new certificate shall include a conversion provision that provides for the *Employee's* and *Dependent's* right to convert if portability coverage ends at any time;
- (g) If portability coverage is to be provided under the same group policy in a separate class, the certificate shall include a conversion provision that provides for the *Employee's* and *Dependent's* right to convert if portability coverage ends at any time;
- (h) The application for portability coverage may include a schedule of *Premiums* and payment instructions, or such schedule and instructions will be included in the application kit; and
- (i) The provision may state that if a *Covered Person* dies within a specified period of time (such as at least 31 days) of the date insurance ends under the certificate, and an application for portability coverage is not received by the insurance company during such time, the insurance company shall pay the life insurance benefit in accordance with the conversion provision. If an application for portability coverage was received by the insurance company during such period, the insurance company shall pay the amount of insurance that the *Covered Person* was entitled to convert under the terms of the certificate. Any premiums paid for the portability coverage shall be refunded. In no event shall the insurance company be required to pay the death benefit under the conversion, portability coverage and the continuation provisions of the certificate.

## C. CONVERSION

- (1) The policy shall include conversion provisions. The provisions may be included in the policy but shall be included in the certificate. The provisions may also be added to the policy or the certificate by rider, endorsement or amendment. The provisions give *Covered Persons* who are eligible the right to buy an individual policy of life insurance ("conversion policy") from the insurance company. The provisions shall describe the eligibility requirements for conversion, when the conversion right would be available, what life insurance amounts are eligible for conversion, and the terms and conditions for electing conversion.
  - (a) The provisions shall state that evidence of insurability is not required if a *Covered Person* applies for the conversion policy and pays the required *Premium* during the specified conversion period of at least 31 calendar days after the date on which group term life insurance ends or is reduced;
  - (b) ***Right to Convert Employee Insurance.*** The provisions shall describe the situations which would entitle an *Employee* to convert, as follows:
    - (i) The *Employee's* group term life insurance ends for one or more of the following reasons:
      - a) The *Employee* ceases to be in an eligible class;

- b) The *Employee's* employment ends;
  - c) The *Employee's* continuation of insurance, if any, ends;
  - d) The *Employee's* portability coverage, if any, ends;
  - e) The group policy ends; or
  - f) The policy is changed to end life insurance for the eligible class to which the *Employee* belongs; or
- (ii) The *Employee's* life insurance is reduced:
- a) On or after the *Employee* attains a specified age;
  - b) Because the *Employee* changes from one eligible class to another; or
  - c) Due to policy change;
- (c) The following are the Employee conversion provisions:
- (i) the provisions may state that if the *Employee* elects not to convert a reduced amount of life insurance, the *Employee* shall not have the right to convert such amount at a later date;
  - (ii) the provisions shall state that the insurance company must receive the completed application and required *Premium* within a specified period, such as at least 31 days after insurance ends or is reduced (the "conversion period");
  - (iii) the provisions shall describe the requirements for providing notice of the right to convert. The *Employee* shall be given written notice of the conversion right at least 15 days prior to the date insurance ends or is reduced. The right to convert will expire on the later of 16 days after the *Employee* is given such notice or the end of the conversion period, but in no event shall the right to convert extend beyond 60 days after the expiration of the conversion period. Written notice shall be given to the *Employee* by the policyholder or insurance company administering the coverage. The notice shall be mailed to the *Employee's* last known address and shall constitute notice of the right to convert;
  - (iv) if portability coverage is provided in the certificate and evidence of insurability is required to port the amount of *Employee* life insurance that ends under the certificate, the provisions shall state that if the *Employee's* initial, timely application for such portability coverage is rejected, the *Employee* shall be given additional written notice of a conversion right by the insurance company, and that right to convert will expire 31 days after the date such notice was given;
  - (v) the provisions shall state that *Premiums* for the conversion policy shall be based on:
    - a) The insurance company's rates then in use;
    - b) The form and amount of insurance;
    - c) The *Employee's* class of risk; and
    - d) The *Employee's* attained age when insurance ends or is reduced;

- (vi) the provisions shall state that the conversion policy may be any form then customarily offered by the insurance company, other than individual term life insurance. The conversion policy may be issued without any additional benefits, such as accidental death and dismemberment benefit, continuation of insurance benefit, accelerated death benefit, waiver of premium benefit, etc., whether or not such benefits were in effect on the date insurance ended or was reduced;
- (vii) the provisions shall state that the conversion policy will take effect on the day after the conversion period ends;
- (viii) shall state that if the *Employee's* insurance ends or is reduced for any reason as specified in the certificate, the maximum amount that the *Employee* may elect to convert shall be the amount that ends or is reduced under the certificate;
- (ix) the provisions shall state that during the conversion period the *Employee's* life insurance will continue under the terms of the certificate. If the *Employee* dies during the conversion period, the insurance company shall pay the amount of insurance that the *Employee* was entitled to convert under the terms of the certificate. If application and *Premium* payment has been made for the conversion policy, any premiums paid for the conversion policy shall be refunded. In no event shall the insurance company be liable to pay a death benefit under both the group policy and the conversion policy;
- (x) if the certificate provides for portability coverage, the provisions shall state that if application and *Premium* payment is made for portability coverage and the *Employee* dies during the conversion period, the insurance company shall pay the amount of insurance that the *Employee* was entitled to convert under the terms of the certificate. Any premiums paid for the portability coverage shall be refunded. In no event shall the insurance company be liable to pay a death benefit for both the coverage the *Employee* was entitled to convert and the ported coverage whether such coverage is to be provided under the same or a different group policy; and
- (xi) if the certificate provides for portability coverage and allows the *Employee* to port more than what the *Employee* is eligible to convert, then the provisions shall state that:
  - a) if the *Employee* is eligible, applies and pays the *Premium* for an amount of portability coverage greater than the amount the *Employee* was entitled to convert under the certificate; and
  - b) such application is approved by the insurance company; then,
  - c) if the *Employee* dies during the conversion period, the insurance company shall pay the amount of insurance for which the *Employee* is approved under the terms of the ported coverage whether such coverage is to be provided

under the same or a different group policy. In no event shall the insurance company be liable to pay a death benefit for both the coverage the *Employee* was entitled to convert and the ported coverage; and

- d) if the portability application is not approved, and the *Employee* dies during the conversion period, the insurance company will pay the amount of insurance that the *Employee* was entitled to convert under the certificate. Any premiums paid for portability coverage shall be refunded. In no event shall the insurance company be liable to pay a death benefit for both the coverage the *Employee* was entitled to convert and the coverage that the *Employee* was entitled to port, if any, whether such portability coverage is to be provided under the same or a different group policy;

(d) ***Right to Convert Dependent Insurance.*** The provisions shall describe the situations which would allow the conversion of *Dependent's* insurance, as follows:

- (i) An *Employee* may convert the *Dependent's* life insurance if it ends for any reason other than:
  - a) Nonpayment of premium;
  - b) A spouse ceases to be a *Spouse* as defined in the certificate; or
  - c) A *Child* attains the limiting age for coverage under the certificate;
- (ii) An *Employee* may convert the *Dependent's* life insurance if it is reduced:
  - a) On or after the *Dependent* attains a specified age;
  - b) Because the *Employee* changes from one eligible class to another; or
  - c) Due to a policy change;
- (iii) A *Spouse* may convert life insurance if it ends because the spouse ceases to be a *Spouse* as defined in the certificate; or
- (iv) A *Child* may convert life insurance if it ends because the *Child* attains the limiting age for coverage under the certificate;

(e) The following conversion provisions apply to the right to convert *Dependent* insurance:

- (i) the provisions may state that if the *Employee* elects not to convert a *Dependent's* reduced amount of life insurance, the *Employee* shall not have the option to convert such reduced amount at a later date;
- (ii) the provisions shall state that the insurance company must receive the completed application and required *Premium* within a specified period, such as at least 31 days after insurance ends or is reduced (the "conversion period");
- (iii) the provisions shall describe the requirements for providing notice of the right to convert. The *Employee* shall be given written notice of the right to convert *Dependent's* insurance at least 15 days prior to the date insurance ends or is

reduced. The right to convert will expire on the later of 16 days after the *Employee* is given such notice or the end of the conversion period, but in no event shall the right to convert extend beyond 60 days after the expiration of the conversion period.

Written notice shall be given to the *Employee* by the policyholder or insurance company administering the coverage. The notice shall be mailed to the *Employee's* last known address and shall constitute notice of the right to convert;

- (iv) if portability coverage is provided in the certificate and evidence of insurability is required to port the amount of *Dependent* life insurance that ends under the certificate, the provisions shall state that if the initial, timely application for such portability coverage is rejected, the *Employee* shall be given additional written notice of the right to convert *Dependent* insurance by the insurance company, and that right to convert will expire 31 days after the date such notice was given;
- (v) the provisions may state that *Premiums* for the conversion policy will be based on:
  - a) The insurance company's rates then in use;
  - b) The form and amount of insurance;
  - c) The *Dependent's* class of risk; and
  - d) The *Dependent's* attained age when insurance ends or is reduced;
- (vi) the provisions shall state that the conversion policy may be any form then customarily offered by the insurance company, other than individual term life insurance. The conversion policy may be issued without any additional benefits, such as accidental death and dismemberment benefit, continuation of insurance benefit, accelerated death benefit, etc., whether or not such benefits were in effect on the date insurance ended or was reduced;
- (vii) the provisions shall state that the conversion policy will take effect on the day after the conversion period ends;
- (viii) the provisions shall state that if the *Dependent's* insurance ends or is reduced for any reason, the maximum amount that may be converted shall be the *Dependent's* life insurance amount that ends or is reduced under the certificate;
- (ix) the provisions shall state that during the conversion period the *Dependent's* life insurance will continue under the certificate. If the *Dependent* dies during the conversion period, the insurance company shall pay the *Dependent* life insurance amount that was entitled to be converted under the certificate. If application and *Premium* payment is made for the conversion policy, any premiums paid for the conversion policy shall be refunded. In no event shall the insurance company be liable to pay a death benefit under both the group policy and the conversion policy;

- (x) If the certificate provides for the portability of *Dependent* coverage, the provisions shall state that if application and *Premium* payment is made for *Dependent* portability coverage and the *Dependent* dies during the conversion period, the insurance company shall pay the *Dependent* life insurance amount that was entitled to be converted under the certificate. Any premiums paid for the portability coverage shall be refunded. In no event shall the insurance

company be liable to pay a death benefit for both the coverage that was entitled to be converted and the coverage that was entitled to be ported whether such portability coverage is to be provided under the same or a different group policy; and

- (xi) If the certificate provides for portability coverage and allows for porting an amount greater than the amount eligible for conversion, the provisions shall state that:
  - a) if application and payment of *Premium* is made for an amount of *Dependent* portability coverage greater than the *Dependent* life insurance amount that could have been converted under the certificate; and
  - b) such application is approved by the insurance company; then,
  - c) if the *Dependent* dies during the conversion period, the insurance company shall pay the amount of insurance for which the *Dependent* is approved under the terms of the ported coverage whether such coverage is to be provided under the same or a different group policy. In no event shall the insurance company be liable to pay a death benefit for both the coverage that was entitled to be converted and the coverage that was entitled to be ported; and
  - d) if the portability application is not approved, and the *Dependent* dies during the conversion period, the insurance company will pay the amount of insurance that was entitled to be converted under the certificate. Any premiums paid for portability coverage shall be refunded. In no event shall the insurance company be liable to pay a death benefit for both the *Dependent* coverage that was entitled to be converted and the *Dependent* coverage that was entitled to be ported, whether such portability coverage is to be provided under the same or a different group policy.

#### **D. LIFE INSURANCE BENEFITS**

- (1) The certificate shall include the provisions describing the life insurance benefits available under the policy for *Employees* and *Dependents*, as applicable.
  - (a) The provisions shall state that if a *Covered Person* dies, *Proof of Loss* is required to be sent to the insurance company. When the insurance company receives such *Proof of Loss* with the claim, the insurance company will review the claim and if it approves it will pay the *Beneficiary* the life insurance in effect on the date of death;
  - (b) The provisions may limit the amount of *Dependent* insurance; and
  - (c) The provisions shall state that the insurance company shall either pay the life insurance in one sum or in a method comparable to one sum. The provisions may state that other methods of payment may be made available.

## **Appendix A**

### **Flesch Methodology**

The following measuring method shall be used in determining the Flesch score:

- (1) For forms containing 10,000 words or less of text, the entire form shall be analyzed. For forms containing more than 10,000 words, the readability of two, 200-word samples per page may be analyzed instead of the entire form. The sample shall be separated by at least 20 printed lines.
- (2) The number of words and sentences in the text shall be counted and the total number of words divided by the total number of sentences. The figure obtained shall be multiplied by a factor of 1.015.
- (3) The total number of syllables shall be counted and divided by the total number of words. The figure obtained shall be multiplied by a factor of 84.6.
- (4) The sum of the figures computed under (2) and (3) subtracted from 206.835 equals the Flesch reading ease score for the policy form.
- (5) For purposes of (2), (3), and (4), the following procedures shall be used:
  - (a) A contraction, hyphenated word, or numbers and letters, when separated by spaces, shall be counted as one word;
  - (b) A unit of words ending with a period, semicolon, or colon, but excluding headings and captions, shall be counted as a sentence; and
  - (c) A syllable means a unit of spoken language consisting of one or more letters of a word as divided by an accepted dictionary. Where the dictionary shows two or more equally acceptable pronunciations of a word, the pronunciation containing fewer syllables may be used.
- (6) The term "text" as used in this section shall include all printed matter except the following:
  - (a) The name and address of the insurance company; the name, number or title of the policy; the table of contents or index; captions and sub-captions; specifications pages, schedules or tables; and;
  - (b) Any language which is drafted to conform to the requirements of any federal law or regulation; any language required by any collectively bargained agreement; any medical terminology; any words which are defined; and any language required by law or regulation; provided, however, the insurance company identifies the language or terminology excepted by this paragraph and certifies, in writing, that the language or terminology is entitled to be excepted by this paragraph.
- (7) At the option of the insurance company, riders, endorsements, amendments, applications and other forms made a part of the policy may be scored as separate forms or as part of the policy with which they may be used.

Date: 11/8/11  
Under review by the Product Standards Committee