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IIPRC-L-08-LB-I-WMDB

AMENDMENTS TO STANDARDS FOR WAIVER OF MONTHLY DEDUCTION BENEFITS

1. Date Adopted:
2. Purpose and Scope of the Amendments: The purpose of these amendments is to revise the individual life insurance Uniform Standards adopted by or before December 31, 2007 in accordance with the 5-year Commission Review of Rules required by § 119 of the Rule for the Adoption, Amendment and Repeal of Rules for the Interstate Insurance Product Regulation Commission. The procedures adopted by the Management Committee in March 2012 for implementing the 5-year review process limit the scope of review under Section 119 to identifying “the need for continuation, repeal or amendment of the rule based primarily on whether circumstances or underlying assumptions have changed since the last time the rule was adopted, amended or reviewed.” See the [Transmittal Memo](#) for a more detailed description of the proposed amendments.
3. Rules Repealed, Amended or Suspended by the Rule: None
4. Statutory Authority: Among the primary purposes and powers of the Interstate Insurance Product Regulation Commission (“IIPRC”) is to establish reasonable uniform standards for insurance products covered under the Interstate Insurance Product Regulation Compact (“Compact”), specifically pursuant to Article I §2, Article IV § 2 and Article VII § 1 of the Compact, as enacted into law by each IIPRC member state.
5. Required Findings: None
6. Effective Date:

STANDARDS FOR WAIVER OF MONTHLY DEDUCTIONS BENEFITS

Scope: These standards apply to waiver of monthly deduction benefits that are built into individual life insurance policy forms or added to such policy forms by rider, endorsement or amendment. The waiver is for monthly deductions made under an individual life insurance policy where monthly deductions are applicable, in the event that the insured becomes totally disabled under the terms of the form.

Mix and Match: These standards are available to be used in combination with State Product Components as described in § 110(b) of the Operating Procedure for the Filing and Approval of Product Filings.

Self-Certification: These standards are not available to be filed on a self-certification basis in accordance with the Rule for the Self-Certification of Products Filed with the Interstate Insurance Product Regulation Commission.

As used in these standards, the following definitions apply:

“Waiver benefit” means a waiver of the monthly deductions made under an individual life insurance policy where monthly deductions are applicable.

“Monthly deduction” includes the actual cost of insurance charges, expense charges, and costs or charges for any benefits added to the policy by rider, endorsement or amendment, and which are specified in the policy to be deducted from the account value.

§ 1 ADDITIONAL SUBMISSION REQUIREMENTS

A. GENERAL

The following additional filing submission requirements shall apply:

- (1) A statement of the types of policy forms with which this benefit will be offered, any underwriting restrictions involving face amount or age, and whether the benefit is intended for use with new issues and/or in force business.
- (2) A description of the benefit for all types of forms with which the benefit will be used.
- (3) The formulae, if any, used to determine the benefit, including any limitations on the amount of the benefit and sample calculations for representative issue ages, including issue age 35 if within the issue age range.

§ 2 BENEFIT PROVISIONS

A. BENEFIT

- (1) The form shall describe the total disability conditions that shall be met to be eligible for the waiver benefit. The conditions shall comply with the following:

- (a) The definition of total disability shall not be less favorable than the following:
- (i) **During the first 24 months of total disability**, the insured is unable to perform the substantial and material duties of their job due to sickness or accidental bodily injury; and
 - (ii) **After the first 24 months of total disability**, the insured, due to sickness or accidental bodily injury, is unable to perform any of the substantial and material duties of their job, or any other job for which they become reasonably suited by education, training or experience.

Drafting Note: At the discretion of the company, the form may provide for more favorable or additional definitions of total disability such as for full-time students and homemakers.

- (b) The form may expand the definition of total disability to include presumptive total disability such as the insured's total and permanent loss of: sight of both eyes; hearing of both ears; speech; or the use of both hands, both feet or one hand and one foot.
- (2) The form shall describe the monthly deductions that will be waived. All monthly deductions under the policy shall be waived, except asset-based charges may be excluded at the option of the company.
- (3) The form shall state that, if the waiver benefit is in effect, all benefits included under the policy shall continue in force, subject to the investment performance of any separate account included as part of the account value and the policy loan provisions.
- (4) The form shall state that the insured's total disability shall begin while the form is in effect.
- (5) The form shall state the period of time required for the total disability to continue, such as a consecutive period of 6 months, before the company will approve a claim for the waiver benefit. The form shall also state that until the company approves the claim, monthly deductions shall continue when due as provided in the policy. If the company approves the claim for the waiver benefit after the specified period of time, the company shall credit to the policy's account value an amount equal to the waived monthly deductions taken after the first of the benefit month on or following the date the insured's total disability began, and the account value will be adjusted accordingly.
- (6) The form may base the type of waiver benefit available on the insured's age on the date disability begins, but shall not do so on terms less favorable than the following:
- (a) **If the insured's total disability begins before the benefit anniversary on which the insured attains age 60**, the form shall state that the company shall waive all monthly deductions which it would have taken under the policy for the period that the insured continues to be totally disabled. If such period extends to the benefit anniversary on which the insured attains age 65, the form shall state that the company shall waive all further monthly deductions due under the policy; ~~or and~~

- (b) **If the insured's total disability begins after the benefit anniversary on which the insured attains the age specified in item (a) for when total disability begins,** the form shall state that the company shall waive all monthly deductions which it would have taken under the policy for the period that the insured continues to be totally disabled, but only up to the benefit anniversary on which the insured attains age 65.
- (7) The form shall state that monthly deductions waived by the company shall not be taken from the policy proceeds.
- (8) The form shall state that if total disability begins during a grace period, sufficient funds will be required to be added to the account value to ensure that any overdue monthly deductions can be taken to avoid a lapse of insurance before the company approves the claim for the waiver benefit.
- (9) The form shall describe the initial and subsequent due proof requirements for total disability. To initialize a claim, the form may require written notice and proof of total disability while the insured is alive and totally disabled, or as soon as reasonably possible. During a specified period of time after the company approves the claim for the waiver benefit, not to exceed 24 months, the form may require proof of continued total disability not more frequently than once every 30 days. After such specified period of time, the form shall state that the company shall not require proof more than once in any 12 month period. The form may also state that as part of the due proof requirement, the company at its expense may have its designated physician examine the insured.

B. EXCLUSIONS

- (1) The form shall specify any exclusion applicable to the waiver benefit. The exclusions shall be limited to the following:
- (a) Total disability caused or contributed to by any attempt at suicide, or intentionally self-inflicted injury, while sane or insane;
- (b) Total disability caused or contributed to by "war" or "act of war", as defined in the standards for the exclusions provision of the individual life policy;
- (c) Total disability caused or contributed to by active participation in a riot, insurrection or terrorist activity;
- (d) Total disability caused or contributed to by committing or attempting to commit a felony;
- (e) Total disability caused or materially contributed to by voluntary intake or use by any means of:
- (i) Any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or
- (ii) Poison, gas or fumes, unless a direct result of an occupational accident;

- (f) Total disability occurring before the insured reaches a specified age, such as age 5;
 - (g) Total disability occurring after the benefit anniversary on which the insured attains a specified age, no less than age 65;
 - (h) Total disability caused or contributed to by intoxication as defined by the jurisdiction where the disability occurred;
 - (i) Total disability caused or materially contributed to by participation in an illegal occupation or activity; and/or
 - (j) Total disability caused or contributed to by any condition disclosed in the application and explicitly excluded in a form attached to the policy.
- (2) The form may include other exclusions that may be approved by the Interstate Insurance Product Regulation Commission.

C. INCONTESTABILITY

- (1) If the form is issued as an attachment to the policy, the form may state that the company shall not contest the form after it has been in force during the lifetime of the insured for two years from the date of issue of the form, excluding any period when the insured was totally disabled, except for fraud in the procurement of the form, when permitted by applicable law in the state where the policy is delivered or issued for delivery.

D. EFFECT OF POLICY ADJUSTMENTS

- (1) The form shall describe the effect of policy adjustments, such as increases in face amount, may have on the coverage provided by the waiver benefit. The form may state that, unless otherwise stated, an application to increase the face amount of the policy may be deemed to be an application to increase the coverage provided by the benefit waiver.

E. NONFORFEITURE VALUES

- (1) If the form is issued as an attachment to the policy, the form shall state that it does not have cash values or loan values.

F. TERMINATION

- (1) The form shall include the following termination conditions:
- (a) Upon written request from the owner;
 - (b) Upon termination of the policy; or

- (c) The insufficiency of the account value to allow monthly deductions, in accordance with the provisions of the form or the policy.
- (2) The form may also include the following termination conditions:
- (a) The benefit anniversary on which the insured attains a specified age, no less than age 65;
 - (b) The date the policy lapses or is continued as extended term or paid-up insurance under the nonforfeiture provisions;
 - (c) If the policy is an endowment policy, on the date of endowment, regardless if the endowment date is deferred; and/or
 - (d) If the policy is a limited-payment policy, on the date the policy becomes fully paid-up.