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GROUP TERM LIFE INSURANCE POLICY AND CERTIFICATE STANDARDS FOR EMPLOYER GROUPS CHECKLIST

Effective Date: November 28, 2022

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*.

Term life insurance is renewable coverage that does not accumulate cash surrender value. 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 IIPRC-approved 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.

Mix and Match: These standards are available to be used in combination with State Product Components as described in Section 111(b) of the Operating Procedure for the Filing and Approval of Product Filings. These standards are available to be used in combination with IIPRC-approved or state-approved group life insurance and annuity forms.

Self-Certification: These standards are not available to be filed using the Rule for the Self-Certification of Product Components Filed 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.

"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.

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

§ 1. ADDITIONAL SUBMISSION REQUIREMENTS

A. GENERAL

Yes	N/A	
☐	☐	(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) All forms filed for approval shall be included with the filing. Changes to a previously approved form 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 or certificate contains 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 forms each have a minimum Flesch Score of 50.
☐	☐	(9) Include a description of any innovative or unique features of each form.
☐	☐	(10) 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

Yes	N/A	
☐	☐	(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, benefits available, benefit schedules and amounts, eligibility rules and other plan parameters that are subject to the policyholder's plan design.
☐	☐	(3) Variability may not be used unilaterally by the insurance company to change or modify in-force group coverage if such change or modification would have the effect of increasing premiums or decreasing benefits, unless the policy reserves the right of the policyholder or the insurance company to effect such change or modification under the terms of the group coverage, or unless such change or modification is 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 *Certificate holder,* 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

Yes	N/A	
☐	☐	(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

Yes	N/A	
☐	☐	(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. Regardless of the structure selected, the certificate shall always include the provisions applicable to *Covered Persons*. 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 *Certificate holder's* benefits and rights under the policy shall not be less than those stated in the certificate.
☐	☐	(3) The standards allow policies or 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 deliver the policy or certificate. Upon request, the policyholder or its plan administrator shall deliver a paper copy of the certificate to the *Certificate holder*.

B. CERTIFICATES

Yes	N/A	
☐	☐	(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 *Certificate holder* 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 *Certificate holder's* consent.
☐	☐	(5) The certificate shall include a statement in prominent print instructing the *Certificate holder* 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 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, *Certificate holder's* name, address, tax identification number, date of hire, insurance benefits, amounts and effective dates.
☐	☐	(8) The certificate shall state that the *Certificate holder* may inspect a copy of the policy.

C. COVER PAGE OR FIRST PAGE

Yes	N/A	
☐	☐	(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.
☐	☐	(4) The telephone number of the insurance department of the state where the policy is delivered or issued for delivery is required on either the cover page or first specifications page of the certificate.
☐	☐	(5) Two signatures of insurance company officers shall appear on the cover page of the policy.
☐	☐	(6) 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.
☐	☐	(7) A brief description shall appear in prominent print on the cover page or first page of the policy or be visible without opening the policy. A brief description shall appear in prominent print on the cover page or first page of the certificate or be visible without opening the certificate. The brief description shall contain at least a caption of the type of term coverage provided, such as group term life insurance. The brief description of the policy shall also indicate whether the policy is participating or nonparticipating.
☐	☐	(8) 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.
☐	☐	(9) The certificate may be issued on a named basis or no-name basis.
☐	☐	(a) For named basis certificates, the certificate cover page or first page, or specifications page, shall identify:
☐	☐	(i) The name of the policyholder;
☐	☐	(ii) The policyholder's policy number;
☐	☐	(iii) The policyholder's mailing address and telephone number and, if available, some method of Internet communication;
☐	☐	(iv) The name of the *Employee*;
☐	☐	(v) The certificate number;
☐	☐	(vi) The effective date of the *Employee's* insurance provided by the certificate; and

☐	☐	(vii) If *Dependent* insurance is included.
☐	☐	(b) For no-name basis certificates, the certificate shall identify:
☐	☐	(i) The name of the policyholder;
☐	☐	(ii) The policy number;
☐	☐	(iii) The policyholder's mailing address and telephone number and, if available, some method of Internet communication;
☐	☐	(iv) The Employee and Dependent eligibility requirements, as applicable; and
☐	☐	(v) The rules for determining the effective date of insurance.

D. SPECIFICATIONS PAGE

Yes	N/A	
☐	☐	(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

Yes	N/A	
☐	☐	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. TERMS 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 terms included below are examples of language used in group life filings today, but except as otherwise noted in the terms 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.

Yes	N/A	
☐	☐	(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) "***Certificate holder***" 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, children placed for adoption, 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 *Employee* or the *Employee's Spouse* has an insurable interest.
☐	☐	(a) Any or all of the following conditions may also be required for the definition of "*Child*":
☐	☐	(i) That the child shall be unmarried or not in a legally-sanctioned domestic partnership or civil union as recognized by applicable state law in the state where the policy is delivered or issued for delivery;
☐	☐	(ii) That the child shall reside with the *Employee*;
☐	☐	(iii) That the child shall be supported by the *Employee*, whether in whole or in part;
☐	☐	(iv) That the child shall be eligible to be claimed by the *Employee* or the *Employee's Spouse* for federal income tax purposes;
☐	☐	(v) That the child shall not be on full-time active duty in the armed forces of any country or subdivision thereof;
☐	☐	(vi) That the child's legal residence shall not be outside the United States, its territories or possessions, or Canada;
☐	☐	(vii) That the child shall not be insured under the policy in any other capacity, such as an *Employee*; and/or
☐	☐	(viii) That the child shall not be insured by the insurance company pursuant to the exercise of any conversion right under the certificate.
☐	☐	(b) A *Child* meeting the required conditions may be insured for:

☐	☐	(i) Life insurance, from live birth or with a waiting period of no more than 14 days; and
☐	☐	(ii) Accidental dismemberment benefits, with no waiting period.
☐	☐	(c) Coverage for a *Child* shall be made available to age 19 and may be extended.
☐	☐	(d) Beginning at age 19, the following conditions may also be imposed:
☐	☐	(i) A condition that the Child not be employed on a Full-Time basis.
☐	☐	(ii) 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.
☐	☐	(iii) For purposes of subparagraph (ii) above, the terms "full-time" and "part-time" may be defined based on credit or course load requirements.
☐	☐	(e) 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.
☐	☐	(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)"***Enrollment form***" means any form used to enroll for insurance benefits under a group policy.
☐	☐	(11)"***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).
☐	☐	(12)"***Noncontributory Insurance***" means insurance for which the policyholder does not require the *Employee* to pay any part of the premium.
☐	☐	(13)"***Policy Anniversary***" means the specified period of time (such as one year) following the effective date of the policy, and each subsequent period.

☐	☐	(14)"***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.
☐	☐	(15)"***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.
☐	☐	(16)"***Premium"*** means the amount the policyholder shall pay to the insurance company for the insurance provided under the policy.
☐	☐	(17)"***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.
☐	☐	(18)"***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.
☐	☐	(19) "***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*.
☐	☐	(e) 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:
☐	☐	(i) The procedure for requesting an end of coverage;
☐	☐	(ii) An explanation of when such coverage will end;
☐	☐	(iii) 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
☐	☐	(iv) 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:
☐	☐	(A) If re-enrollment 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
☐	☐	(B) If re-enrollment 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.
☐	☐	(20) "***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. ARBITRATION

Yes	N/A	
☐	☐	(1) An arbitration provision may be included in the policy or certificate. If included, the provision shall permit only voluntary post-dispute binding. With respect to such a provision, the following guidelines apply:
☐	☐	(a) Arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"), before a panel of 3 neutral arbitrators who are knowledgeable in the field of life insurance and appointed from a panel list provided by the AAA.
☐	☐	(b) Arbitration shall be held in the city or county where the policyholder is located or where the *Certificate holder* or *Beneficiary* lives, depending on who has agreed to arbitration.
☐	☐	(c) The cost of arbitration shall be paid by the insurance company, to include any deposits or administrative fee required to commence a dispute in arbitration, as well as any other fee including the arbitrator's fee.
☐	☐	(d) Where there is any inconsistency between these guidelines and AAA rules, these guidelines control.

B. ASSIGNMENT

Yes	N/A	
☐	☐	(1) (a) The certificate shall include an assignment provision. The certificate shall not include any restrictions on the availability of certificate assignments, except in situations where restrictions are required for purposes of satisfying applicable laws or regulations.
☐	☐	(b) 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:
☐	☐	(i) 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:
☐	☐	(A) A written form satisfactory to the insurance company affirms the assignment;
☐	☐	(B) The written form has been signed by the *Employee* and assignee;
☐	☐	(C) 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
☐	☐	(D) The written form is received by the insurance company;
☐	☐	(ii) Allow the assignment of the rights and benefits under the policy and certificate as collateral security for any indebtedness.
☐	☐	(iii) 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

☐	☐	(iv) 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.

C. AUTOPSY

Yes	N/A	
☐	☐	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.

D. BENEFICIARY

Yes	N/A	
☐	☐	(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*,:
☐	☐	(a) If an irrevocable *Beneficiary* is designated, the provision shall state that 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, the provision shall state that the designated *Beneficiaries* will share the insurance proceeds equally; and
☐	☐	(c) The provision shall specify to whom the death benefits shall be paid if there is no *Beneficiary* designated or no surviving designated *Beneficiary* at the *Employee's* death.
☐	☐	(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 *Dependent* coverage is included under a certificate and the *Employee* and *Dependent* both die within a specified period not to exceed one week, 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.

E. CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

Yes	N/A	
☐	☐	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 the applicable Interstate Insurance Product Regulation Commission standards for this product type in effect as of the provision's effective date of Commissions policy and certificate approval is hereby amended to conform to the applicable Interstate Insurance Product Regulation Commission standards in effect as of the provision's effective date of Commission policy and certificate approval.

F. CONTRIBUTIONS

Yes	N/A	
☐	☐	(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 where necessary for the policyholder to comply 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.

G. DATA NEEDED

Yes	N/A	
☐	☐	(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 makes 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.

H. DISCRETIONARY CLAUSES

Yes	N/A	
☐	☐	(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 *Certificate holder.*

I. ELIGIBILITY PROVISIONS

Yes	N/A	
☐	☐	(1) The policy shall contain eligibility provisions describing the eligibility requirements applicable to *Covered Persons* under the policy, including but not limited to:
☐	☐	(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 the person becomes 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* and *Noncontributory* 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; and
☐	☐	(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 available.

J. ENTIRE CONTRACT

Yes	N/A	
☐	☐	(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. EFFECTIVE DATE OF THE POLICY

Yes	N/A	
☐	☐	(1) The policy shall include a provision stating when the policy will take effect.
☐	☐	(2) If the policy is issued as a replacement of a policy previously issued by the insurance company to the policyholder, the provision shall state the fact of the replacement, as well as the policy number and effective date of such previously issued policy.

L. EVIDENCE OF INSURABILITY

Yes	N/A	
☐	☐	(1) The certificate shall include a provision describing the evidence of insurability requirements, if any. If evidence of insurability will be required, the provision shall 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

Yes	N/A	
☐	☐	(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 (e)(ii) above, plus additional interest at a rate of 10% annually beginning with the date that is 31 calendar days from the latest of Items (A), (B) and (C) 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:
☐	☐	(I) The establishment of guardianships and conservatorships;
☐	☐	(II) The appointment and qualification of trustees, executors, and administrators; and
☐	☐	(III) The submission of information required to satisfy state or federal reporting requirements.
☐	☐	(f) A provision specifying that the time limit on legal actions for loss covered by the policy is subject to applicable law in the state where the policy was issued.
☐	☐	(2) For the waiver of premium, accidental dismemberment benefits and other similar benefits provided in a certificate, the certificate shall contain provisions describing the claim filing process, required forms and timelines, including but not limited to:
☐	☐	(a) (i) 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; or
☐	☐	(ii) Alternatively, the provision may state that notice of claim and *Proof of Loss* may be given to the insurance company, as follows:
☐	☐	(A) A *Covered Person* may give notice of claim within 20 days of the date of loss by:
☐	☐	(I) Calling the insurance company using the telephone number shown on the cover page or first page of the certificate; or
☐	☐	(II) Communicating to the insurance company electronically, if such alternative method of communication is made available by the insurance company.
☐	☐	(B) 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 or electronic notice of claim;
☐	☐	(C) 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; and
☐	☐	(D) 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*.
☐	☐	(iii) Alternatively, the Covered Person may complete an online claim form if such capability is made available by the insurance company.
☐	☐	(iv) 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

Yes	N/A	
☐	☐	(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 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
☐	☐	(g) If the *Certificate holder* is paying premiums directly to the insurance company, the grace period provision shall be included in the certificate.

☐	☐	(2) The provision may allow the insurance company to extend the grace period by giving written notice of such intent to the policyholder. Such notice shall specify the date the policy will end if the premium remains unpaid.

O. INCONTESTABILITY

Yes	N/A	
☐	☐	(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, if applicable. 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 statement of insurability which has been signed by the *Covered Person* and a copy of such statement of insurability 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. In addition, the insurance company will not use such statement to contest an increase or benefit addition to such insurance, or reinstatement of insurance, if applicable, after the increase, benefit or reinstatement, as applicable, has been in force for two years during the *Covered Person's* life. 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

Yes	N/A	
☐	☐	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

Yes	N/A	
☐	☐	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

Yes	N/A	
☐	☐	(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

Yes	N/A	
☐	☐	(1) The policy shall contain provisions specifying the requirements for payment of *Premium*, including:
☐	☐	(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 *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.
☐	☐	(i) The policy may include any other payment of premium provisions approved by the Interstate Insurance Product Regulation Commission.
☐	☐	(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 provision allows the insurance company to change *Premium* rates on any date on or after the first *Policy Anniversary* as specified in this paragraph, the provision shall provide that if the insurance company changes *Premium* rates, the insurance company shall give written notice to the policyholder of a specified period of at least 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, including but not limited to:
☐	☐	(a) The provision may state that the insurance company may retrospectively reduce the policyholder's *Premium* for a specified policy period 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 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 not less than 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.
☐	☐	(i) As used in the provision:

☐	☐	(A) "Deficit" means the excess of *Charges*, as determined by the insurance company, against the polic(ies) over earned *Premiums*.
☐	☐	(B) "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 insurance company's failure to provide specified service levels (performance guarantee), and shall describe the parameters for such a reduction or payment.

T. POLICY AND CERTIFICATE CHANGES

Yes	N/A	
☐	☐	(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, the provision shall also be included in the certificate.
☐	☐	(a) This 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.
☐	☐	(b) This provision shall state that the insurance company shall only make changes that are consistent with Interstate Insurance Product Regulation Commission standards.
☐	☐	(c) This provision shall 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.
☐	☐	(d) This provision shall state that a change or waiver of the terms and provisions of the policy and certificate shall be evidenced by a rider, endorsement or amendment signed by an officer of the insurance company.
☐	☐	(e) This 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.
☐	☐	(f) This provision shall state that 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 the *Certificate holder* for attachment to the certificate if the change affects the certificate.
☐	☐	(2) 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. PROHIBITED EXCLUSIONS

Yes	N/A	
☐	☐	(1) Unless otherwise permitted in the uniform standards applicable to the forms submitted for approval, the following exclusions are prohibited:
☐	☐	(a) Death due to any specific medical condition; and

☐	☐	(b) Death due to terrorism that the *Covered Person* did not commit and in which the *Covered Person* did not participate. ***Drafting Note:*** *This provision is not intended to indicate that exclusions or limitations not stated in this section are permitted.*

V. REINSTATEMENT

Yes	N/A	
☐	☐	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.

W. SUICIDE

Yes	N/A	
☐	☐	(1) The policy may include a suicide provision. If a suicide provision is included, the provisions describing the effect of suicide may be included in the policy but shall be included in the certificate. 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 during the *Covered Person's* lifetime 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.

X. TERMINATION OF INSURANCE UNDER THE GROUP POLICY

Yes	N/A	
☐	☐	(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 of at least 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, including:
☐	☐	(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; and
☐	☐	(iv) 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 form may include any other specified reasons approved by the Interstate Insurance Product Regulation Commission.
☐	☐	(2) The provision shall state that if the policy ends, written notice of this shall be given to all *Certificate holders* 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 *Certificate holder* rights to conversion and other rights, if any, as provided in the certificate. If notice of the conversion right is not given on a timely basis, the *Certificate holder's* right to convert shall be extended as described in the conversion provisions of the certificate.
☐	☐	(3) The provision shall state that if the policy ends, all premiums due shall be paid.
☐	☐	(4) 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.

§ 5. POLICY AND CERTIFICATE BENEFITS

A. CONTINUATION OF INSURANCE

Yes	N/A	
☐	☐	(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 *Covered Person* dies during the continuation period, the insurance company shall pay the certificate death benefit to the *Beneficiary* upon receipt of *Proof of Loss* establishing that the *Covered Person* died during the continuation period. The conversion provision of the certificate shall describe the conversion right available to all other *Covered Persons*; 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 shall describe the *Employee's* right to convert.
☐	☐	(2) If the policy includes coverage for *Children*, the policy shall 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* right to convert.
☐	☐	(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* right to convert.

☐	☐	(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 a continuation period, 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* provision; and
☐	☐	(e) The provisions shall state that if insurance ends, the conversion provision of the certificate shall describe the *Employee's* and *Dependent's* right to convert.

B. PORTABILITY OF GROUP TERM LIFE INSURANCE

Yes	N/A	
☐	☐	(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 provision shall state whether additional benefits, such as accidental death benefits, accidental dismemberment benefits, accidental death and dismemberment benefits, waiver of premium and accelerated death benefits, as applicable, may be ported in addition to the *Covered Person's* life insurance amount.

☐	☐	(b) If an insurance company will include additional benefits, the type of benefits to be included shall be specified, and where the standards say "exclusive of additional benefits", the insurance company shall substitute "inclusive of additional benefits".
☐	☐	(c) 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;
☐	☐	(d) The provisions shall state that the portability coverage is available if the certificate is in effect at the time of the event giving rise to a person's eligibility to port coverage, and that portability coverage shall only be available for amounts of group term life insurance for which no application to convert has been made;
☐	☐	(e) 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 life insurance amount that was provided under the certificate before the coverage ended. The provisions may also allow an *Employee* to request additional life insurance amounts, but such amounts shall be subject to evidence of insurability. However, such additional amounts 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.
☐	☐	(f) 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;
☐	☐	(g) The provisions shall specify the *Premium* payment requirements, such as who has the responsibility to pay the *Premium*, the frequency for such payment, etc;
☐	☐	(h) 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;
☐	☐	(i) 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;

☐	☐	(j) 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
☐	☐	(k) The provision shall 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 is received by the insurance company during such period, the insurance company shall pay the amount of life insurance, exclusive of additional benefits, 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

Yes	N/A	
☐	☐	(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 provision shall state whether additional benefits, such as accidental death benefits, accidental dismemberment benefits, accidental death and dismemberment benefits, waiver of premium and accelerated death benefits, as applicable, may be converted in addition to the *Covered Person's* life insurance amount.
☐	☐	(b) If an insurance company will include additional benefits, the type of benefits to be included shall be specified, and where the standards say "exclusive of additional benefits", the insurance company shall substitute "inclusive of additional benefits".
☐	☐	(c) 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* and the insurance company receives such application and *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;
☐	☐	(d) ***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;
☐	☐	(e) 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 of 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, 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 *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, exclusive of additional benefits, that ends or is reduced under the certificate, less the amount of life insurance for which the *Employee* becomes eligible under any group policy within 31 days after the date the *Employee's* insurance ended or was reduced;
☐	☐	(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 life insurance, exclusive of additional benefits, 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 life insurance, exclusive of additional benefits, 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 that the *Employee* was entitled to convert and the amount that the *Employee* ported, whether such ported 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 life insurance, exclusive of additional benefits, for which the *Employee* is approved under the terms of the portability provisions of the certificate, 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 the *Employee* was entitled to convert and the coverage that the

		Employee was entitled to port, if any, whether such ported coverage was to be provided under the same or different group policy ; 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 life insurance, exclusive of additional benefits, 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 that the Employee was entitled to convert and the coverage that the *Employee* was entitled to port, if any, whether such ported coverage was to be provided under the same or a different group policy;
☐	☐	(f) ***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;
☐	☐	(g) 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 of 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, 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, exclusive of additional benefits, that ends or is reduced under the certificate, less the amount of *Dependent* life insurance for which the *Employee* becomes eligible under any group policy within 31 days after the date the *Dependent's* insurance ended or was reduced;
☐	☐	(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, exclusive of additional benefits, 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, exclusive of additional benefits, 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 *Dependent* life insurance, exclusive of additional benefits, for which the *Dependent* is approved under the terms of the portability provisions of the certificate, 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 *Dependent* coverage that was entitled to be converted and the *Dependent* coverage that was ported, whether such ported coverage was to be provided under the same or a different group policy; and
☐	☐	(D) If the portability application is not approved, and the *Dependent* dies during the conversion period, the insurance company shall pay the amount of *Dependent* life insurance, exclusive of additional benefits, 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 ported, whether such ported coverage is to be provided under the same or a different group policy.

D. LIFE INSURANCE BENEFITS

Yes	N/A	
☐	☐	(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 death benefit of the certificate that is 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 death benefit in one sum or in a method comparable to one sum. The provisions may state that other methods of payment may be made available.

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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 or certificate; 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 or certificate may be scored as separate forms or as part of the policy or certificate with which they may be used.

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