

GROUP WHOLE LIFE INSURANCE UNIFORM STANDARDS FOR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Scope: These standards apply to accidental death and dismemberment benefits that are built into group whole life insurance policies and certificates or added to such policies and certificates by rider, endorsement or amendment. These standards accommodate accidental death and dismemberment benefits for *Covered Persons*.

These standards shall not apply to accidental death only benefits.

These standards shall not apply to accidental death and dismemberment only policies as such benefit constitutes health insurance and cannot be filed with the Interstate Insurance Product Regulation Commission. Additionally, these standards shall not apply to accidental dismemberment only benefits that constitute health insurance.

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:

“Loss” or “losses” means an accidental death or dismemberment.

“Dismemberment” includes any loss described in Items 3 and 4 of Section 2.A of these standards.

Terms not defined in these standards that are capitalized and italicized have the meanings specified in the Group Whole Life Insurance Policy and Certificate Standards for Employer Groups.

§ 1 ADDITIONAL SUBMISSION REQUIREMENTS

A. GENERAL

The following additional filing submission requirements shall apply:

- (1) If the accidental death and dismemberment benefit is filed as an attachment to a certificate and the certificate is not included in the submission, include a statement of whether the accidental death and dismemberment benefit is intended for use with new issues and/or in force business.
- (2) Include the method used to determine the benefit, for example X times annual salary, including any limitations or exclusions on the amount of the benefit.

§ 2 ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT PROVISIONS

A. BENEFITS

- (1) The provisions shall describe the conditions that shall be met to be eligible for the accidental death and dismemberment benefit. The conditions shall comply with the following:
 - (a) If loss has to occur within a specified time period after the injury occurs, the provisions shall also disclose the time period, but shall not be more restrictive than requiring the loss to occur within 180 days following the date of the accidental injury; and
 - (b) The provisions shall require that loss be caused by an accident but such requirement shall be without regard to the means of the accident. The terms “accident,” “accidental,” “accidental injury,” “accidental bodily injury” and “accidental means” shall be defined to employ “result” language and shall not include words that establish an accidental means test. The definition of “injury” shall not be more restrictive than “injury means an accidental bodily injury sustained by a *Covered Person* that is a direct result of an accident, independent of disease or bodily or mental illness or infirmity or any other cause, and that occurs while the insurance benefit is in force.”
- (2) The provisions may include a presumption of death provision that states that a *Covered Person* shall be presumed to have died as a result of accidental injury if the aircraft or other vehicle in which the *Covered Person* was traveling disappears, sinks or is wrecked, and the body of the *Covered Person* is not found for a specified number of years from the date the aircraft or other vehicle was scheduled to arrive at its destination, or the *Covered Person* is reported missing to the authorities.
- (3) The provisions shall include accidental dismemberment benefits for loss of a hand, foot, arm, and leg. The provisions shall include the conditions that shall be met to be eligible for each of these benefits and describe or define the loss. The descriptions and definitions shall not be more restrictive than:
 - (a) Loss of a hand permanently severed at or above the wrist, but below the elbow or loss of thumb and index finger of the same hand where the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb;
 - (b) Loss of a foot permanently severed at or above the ankle but below the knee;
 - (c) Loss of arm permanently severed at or above the elbow; and
 - (d) Loss of a leg permanently severed at or above the knee.
- (4) The provisions may also include any of the following losses: paralysis, brain damage, coma, third degree burns, or loss of sight, hearing or speech. The provisions shall include the conditions that shall be met to be eligible for each of these benefits and describe or define the loss. The descriptions and definitions may not be more restrictive than:

- (a) Paralysis means total and permanent impairment of voluntary movement and sensory function of a limb without severance; a physician must determine the paralysis to be permanent, complete and irreversible;
 - (b) Brain damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all of the substantial and material duties of everyday life, and such damage shall continue for a specified period of time, not to exceed 180 days, following the date of loss;
 - (c) Coma means a state of deep and total unconsciousness from which the comatose person cannot be aroused, and the state shall continue for a specified period of time, not to exceed 180 days, following the date of loss;
 - (d) Loss of sight means permanent and uncorrectable loss of sight in the eye that continues for a specified period, not to exceed 180 days following the date of loss; the visual acuity shall be 20/200 or worse in the eye or the field of vision must be less than 20 degrees;
 - (e) Loss of speech means the entire and irrecoverable loss of speech that continues for a specified period of time, not to exceed 180 days, following the date of loss;
 - (f) Loss of hearing means the entire and irrecoverable loss of hearing in both ears that continues for a specified period of time, not to exceed 180 days, following the date of loss;
- (5) The provisions may also include the following additional benefits:
- (a) ***Air bag use benefit.*** In the event an *Employee* and/or *Dependent* suffers a covered loss while the *Employee or Dependent* is traveling in an automobile, as defined in the certificate, that is equipped with an air bag for the *Employee's* or *Dependent's* seat, this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount, or as a percentage of the amount payable for loss of life under the certificate.
 - (b) ***Carjacking benefit.*** In the event an *Employee* and/or *Dependent* suffers a loss as a result of carjacking of an automobile, as defined in the certificate, in which the *Employee* or *Dependent* is traveling, this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount or as a percentage of the amount payable for the covered loss under the certificate.
 - (c) (i) ***Child care benefit.*** In the event an *Employee* and/or *Spouse* suffers a covered loss and has a *Child* under a specified age, such as 13, this benefit pays an additional benefit for child care provided by a licensed child care provider. The benefit requires current enrollment in child care or enrollment within a specified period of time after the loss occurs, such as 31 days. The benefit period may be capped, and overall minimums and maximums per *Child* may also apply.
 - (ii) The benefit may also provide that if an *Employee* and/or *Spouse* suffers a covered loss and no *Child* is eligible for such benefit, the insurance company shall pay to

the *Beneficiary* a specified minimum benefit amount, such as \$500 or \$1,000, in addition to the benefit payable for a covered loss under the certificate.

- (d) (i) ***Child education benefit.*** In the event an *Employee* and/or *Spouse* suffers a covered loss and has a *Child* under a specified age or level of education, this benefit pays an additional benefit for tuition expenses incurred for the *Child* beyond high school, usually at an accredited college, university or vocational school. The benefit requires current enrollment in the educational institution or enrollment in the educational institution within a specified period of time after the loss occurs, such as 31 days. The benefit period may be capped, and overall minimums and maximums per *Child* per academic year may also apply.
- (ii) The benefit may also provide that if an *Employee* and/or *Spouse* suffers a covered loss and no *Child* is eligible for such benefit, the insurance company shall pay to the *Beneficiary* a specified minimum benefit amount, such as \$500 or \$1,000, in addition to the benefit payable for a covered loss under the certificate.
- (e) ***Child loss benefit.*** In the event an *Employee's* *Child* suffers a loss, other than loss of life, as a result of an accidental injury, this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount, or as a percentage of the amount payable for the covered loss under the certificate. This benefit may not be payable if the *Child* dies within a specified period of time after the accidental injury occurred.
- (f) ***Common carrier benefit.*** In the event the *Employee* and/or *Dependent* suffers a covered loss while being transported as a fare paying passenger in a public conveyance (“common carrier”) or as a result of being struck by a common carrier, this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount or as a percentage of the amount payable for loss of life under the certificate.
- (g) (i) ***Consolidated Omnibus Budget Reconciliation Act (COBRA) continuation benefit.*** In the event an *Employee* suffers a covered loss and the *Employee's* *Dependent* continues medical insurance as a COBRA continuation, this benefit pays an amount generally equal to the premiums due for such continuation. The benefit may be subject to annual and overall minimums and maximums, and limited to a maximum benefit period.
- (ii) The benefit may also provide that if an *Employee* and/or *Spouse* suffers a covered loss and there are no *Dependents* eligible for such benefit, the insurance company shall pay to the *Beneficiary* a specified minimum benefit amount, such as \$500 or \$1,000, in addition to the benefit payable for a covered loss under the certificate.
- (h) ***Critical burn benefit.*** In the event an *Employee*, while working for the policyholder, suffers critical burns that result in permanent disfigurement, this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount, or as a percentage of the amount payable for the loss under the certificate. This benefit may not be payable if the *Employee* receives the additional benefits for total disability or total and permanent disability under the certificate.

- (i) ***Emergency or disaster response team member benefit.*** In the event an *Employee* suffers a loss as a result of an accidental injury occurring while the *Employee* is working for the policyholder and participating as a member of an emergency or disaster response team, this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount or as a percentage of the amount payable for the covered loss under the certificate.
- (j) ***Family relocation and accompaniment benefit.*** In the event a *Spouse* or *Child* suffers a loss as a result of an accidental injury while accompanying the *Employee* on a business trip, or while traveling with the *Employee* for purposes of relocating the *Employee's* employment, this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount, or as a multiple of the amount that would be payable for the loss under the certificate, and the multiple may differ for the *Spouse* and *Child*.
- (k) ***Funeral expense benefit.*** In the event an *Employee* and/or *Dependent* dies as a result of an accidental injury for which a death benefit is payable under the certificate, this benefit pays an additional benefit for the funeral expenses. The benefit may be stated as a flat dollar amount or as a percentage of the amount that would be payable for the loss under the certificate.
- (l) (i) ***Hospital confinement benefit.*** In the event an *Employee* and/or *Dependent* is confined in a hospital as a result of an accidental injury, this benefit pays an additional benefit for as long as the *Employee* or *Dependent* remains confined. The benefit may or may not require that the accidental injury be a covered loss for which benefits are payable under the certificate. The benefit may be stated as a flat dollar amount, a monthly benefit or a percentage of the amount payable for loss of life under the certificate. The benefit may be subject to a duration maximum.
 - (ii) To avoid being subject to state accident and health law requirements, the daily benefit shall not exceed the maximum prescribed for hospital confinement by the laws of the state where the group policy is delivered or issued for delivery.
- (m) ***Human Immunodeficiency Virus (HIV) and/or hepatitis virus benefit.*** In the event an *Employee* contracts the HIV or hepatitis virus as a result of sustaining an accidental injury while performing the *Employee's* job, this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount a monthly benefit or a percentage of the amount payable for loss of life under the certificate. A Workers' Compensation report may be required, as well as blood tests within certain time parameters.
- (n) ***Job-related injury benefit.*** In the event an *Employee* suffers a covered loss as a result of a job-related accidental injury, this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount, or a percentage of the amount payable for loss of life under the certificate or as a specific amount for a covered loss suffered by the *Employee*. A Workers' Compensation report may be required.
- (o) ***Medical evacuation expense benefit.*** In the event an *Employee* and/or *Dependent* suffer a loss as a result of an accidental injury requiring medical evacuation and the *Employee* or

Dependent is beyond a specified distance from the *Employee's* or *Dependent's* primary residence, this benefit pays an additional benefit for charges incurred for the transportation and related medical care of the *Employee* or *Dependent*. The benefit may be stated as a flat dollar amount or as a percentage of the amount payable for the covered loss under the certificate.

- (p) (i) **Medical expense benefit.** In the event an *Employee* and/or *Dependent* seeks medical treatment within 24 hours of an accidental injury and incurs medical expenses within a specified time period, this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount or as a percentage of the amount payable for the covered loss under the certificate.
- (ii) To avoid being subject to state accident and health law requirements, the daily benefit shall not exceed the maximum prescribed for medical expenses by the laws of the state where the group policy is delivered or issued for delivery.
- (q) **Monthly home mortgage payment benefit.** In the event an *Employee* dies as a result of an accidental injury for which a benefit is payable under the certificate, and the *Employee* is survived by a *Spouse* who is a co-borrower on a mortgage, this benefit pays an additional monthly benefit if there is an outstanding balance on the mortgage. The benefit may be stated as a number of monthly mortgage payments due, capped by a specified maximum amount. The benefit ends at the earliest to occur of: when the maximum benefit is paid, when the mortgage is paid in full, when the *Spouse* dies, or when the home is sold. The benefit shall specify which type of mortgage is eligible for this benefit, such as primary home only or primary and secondary home.
- (r) **Non-occupational vehicle accident benefit.** In the event an *Employee* and/or *Dependent* suffers a loss of life while either is traveling in an automobile, as defined in the certificate, that is not being used for commercial or occupational purposes, or while a passenger in a public conveyance (such as a taxi, bus limousine, etc.), this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount or as a percentage of the amount payable for loss of life under the certificate.
- (s) (i) **Relative dependent care benefit.** In the event an *Employee* and/or *Dependent* dies as a result of an accidental injury for which a benefit is payable under the certificate and the *Employee* and/or *Spouse* is survived by one or more relatives, as defined in the certificate, who were dependent upon the deceased for support, this benefit pays an additional benefit. Support requirements may vary to include deductibility for federal income tax purposes, payment of nursing home, home health care or day care expenses, etc. The benefit amount may be stated as a flat dollar amount or as a percentage of the amount payable for loss of life under the certificate, and may be paid on a periodic basis or in a single sum.
- (ii) The benefit may also provide that if an *Employee* and/or *Spouse* suffers a covered loss and there are no relatives eligible for such benefit, the insurance company shall pay to the *Beneficiary* a specified minimum benefit amount, such as \$500 or \$1,000, in addition to the benefit payable for a covered loss under the certificate.

- (t) ***Rehabilitative physical therapy benefit.*** In the event an *Employee* and/or *Dependent* suffers a covered loss and rehabilitative physical therapy is prescribed to treat a physical condition related to the accidental injury, this benefit pays an additional benefit. The amount of the benefit may be limited to the charges incurred, or may be stated as a flat dollar amount, a monthly benefit, or a percentage of the amount payable for loss of life under the certificate or the amount payable for the specific covered loss suffered by the *Employee* or *Dependent*.
- (u) ***Repatriation expense benefit.*** In the event an *Employee* and/or *Dependent* dies as a result of an accidental injury for which a benefit is payable for loss of life under the certificate and the death occurs beyond a specified distance from the deceased's primary residence, this benefit pays an additional benefit for charges incurred for the preparation and transportation of the body to the deceased's city of residence. The benefit pays for the charges incurred and may be subject to an overall maximum amount.
- (v) ***Residence or vehicle modification benefit.*** In the event an *Employee* and/or *Dependent* suffers a covered loss that requires a permanent modification of their primary residence or primary automobile, as defined in the certificate, this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount, as a percentage of the amount payable for loss of life under the certificate, as a percentage of the amount paid for the specific covered loss suffered by the *Employee* or *Dependent*, or as an amount tied directly to the costs of the modifications. The benefit shall specify which type of residence or vehicle will be eligible for this benefit, such as primary only or primary and secondary.
- (w) ***Seat belt use benefit.*** In the event an *Employee* and/or *Dependent* suffers a covered loss while the *Employee* or *Dependent* is traveling in an automobile, as defined in the certificate, that is equipped with seat belts and the *Covered Person* suffering the loss was wearing a seat belt, this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount, or a percentage of the amount payable for loss of life under the certificate.
- (x) (i) ***Spouse education benefit.*** In the event an *Employee* suffers a covered loss and has a *Spouse* who is enrolled at the time of the loss in an accredited college, university or vocational school, or the *Spouse* so enrolls within a specified period of time after the loss occurs, this benefit pays an additional benefit for tuition expenses incurred by the *Spouse*. The benefit period may be capped, and overall minimums and maximums per academic year may also apply.
 - (ii) The benefit may also provide that if the *Employee* suffers a covered loss and no *Spouse* is eligible for such benefit, the insurance company shall pay to the *Beneficiary* a specified minimum benefit amount, such as \$500 or \$1,000, in addition to the benefit payable for a covered loss under the certificate.
- (y) ***Spouse's loss of life as a result of a common accident.*** In the event an *Employee* and *Spouse* die as result of an accidental injury sustained in the same accident or in separate accidents that occur within a specified period of time of each other, such as 24-48 hours, and there is at least one surviving *Child*, this benefit pays an additional benefit. The benefit

may be stated as a flat dollar amount, or as a percentage of the amount payable for the *Spouse* loss of life under the certificate.

- (z) ***Therapeutic counseling benefit.*** In the event an *Employee* and/or *Dependent* suffers a covered loss and therapeutic counseling is prescribed to treat an emotional or psychological condition related to the covered loss, this benefit pays an additional benefit. The benefit may require that the therapy be prescribed and provided within a specified period of time after the covered loss. The benefit may be extended to cover therapeutic counseling for persons other than the *Employee* or *Dependent*, such as a parent. The amount of the benefit may be limited to the charges incurred, or may be stated as a flat dollar amount, a monthly benefit, or a percentage of the amount payable for loss of life under the certificate or the amount payable for the specific covered loss suffered by the *Employee* or *Dependent*. The benefit may be subject to an overall maximum amount.
- (aa) ***Total disability benefit.*** In the event an *Employee*, *Spouse* or both *Employee* and *Spouse* become totally disabled as a result of an accidental injury for which benefits would be payable under the certificate, this benefit pays an additional benefit. The *Employee* and/or *Spouse* shall be under a specified age at the onset of the total disability and shall remain so disabled for a specified period after the accidental injury. The benefit may be stated as a flat dollar amount, or as a percentage of the amount payable for the covered loss under the certificate up to a specified number of months. This benefit is not payable if the *Employee* and/or *Spouse* receives additional benefits under the certificate for total and permanent disability, is no longer totally disabled, attains a specified age, or fails to provide required *Proof of Loss*.
- (bb) ***Total and permanent disability benefit.*** In the event an *Employee*, *Spouse* or both *Employee* and *Spouse* become totally and permanently disabled as a result of an accidental injury for which benefits would be payable under the certificate, this benefit pays an additional benefit. The *Employee* and/or *Spouse* shall be under a specified age at the onset of the total and permanent disability and shall remain so for a specified period after the accidental injury. The benefit may be stated as a flat dollar amount, or as a percentage of the amount payable for the covered loss under the certificate up to a specified number of months. This benefit is not payable if the *Employee* and/or *Spouse* receives additional benefits under the certificate for total disability, ceases to be totally and permanently disabled, attains a specified age, or fails to provide required *Proof of Loss*.
- (cc) ***Travel benefit.*** In the event an *Employee* and/or *Dependent* suffers a covered loss while the *Employee* is traveling on business for the policyholder, this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount, or as a percentage of the amount payable for loss of life under the certificate or the amount payable for the specific covered loss suffered by the *Employee* or *Dependent*, as applicable.
- (dd) ***Workplace felonious assault benefit.*** In the event an *Employee* suffers a covered loss as a result of a felonious assault occurring at the policyholder's regular place of business, or while the *Employee* is traveling on business for the policyholder, this benefit pays an additional benefit. The benefit may be stated as a flat dollar amount, or a percentage of the amount payable for loss of life under the certificate.

- (6) The certificate provisions for the additional benefits shall define terms that have special meanings, describe who is entitled to the benefits, state when the benefits end and describe the terms and conditions of such benefits, including benefit amounts.
- (7) The provisions shall state that the *Employee* accidental death benefit is payable to the *Beneficiary*, the *Dependent* accidental death benefit is payable to the *Employee*, and the *Employee* and *Dependent* accidental dismemberment benefits are payable to the *Employee*. The provisions may also allow benefits to be payable to other persons or entities as designated by the *Employee*.
- (8) The provision shall not include an aggregate limit that caps the accidental death and dismemberment benefits payable for all certificates issued by the insurance company and its subsidiaries and affiliates.

B. PHYSICAL EXAM AND AUTOPSY

- (1) The provisions may state that the insurance company reserves the right, at its expense, to have a *Covered Person* examined as often as reasonably necessary for the duration of a claim for an accidental dismemberment benefit.
- (2) The provisions may state that the insurance company reserves the right, at its expense, to request an autopsy unless prohibited by law.

C. EXCLUSIONS

- (1) The provisions shall specify any exclusion applicable to the accidental death and dismemberment benefit. The exclusions shall be limited to the following:
 - (a) Loss caused or contributed to by disease or infirmity of mind or body, or medical or surgical treatment for such disease or infirmity;
 - (b) An infection not occurring as a direct result or consequence of the accidental bodily injury;
 - (c) Loss caused or contributed to by any attempt at suicide, or intentionally self-inflicted injury, while sane or insane;
 - (d) Loss caused or contributed to by travel in or descent from an aircraft, if a *Covered Person* acted in a capacity other than as a passenger;
 - (e) Loss caused or contributed to by travel in an aircraft or device used for testing or experimental purposes, used by or for any military authority, used for travel beyond the earth's atmosphere;
 - (f) Loss caused or contributed to by "war" or "act of war," as defined in the standards for the exclusions provision of the certificate;

- (g) Loss caused or contributed to by active participation in a riot, insurrection or terrorist activity;
 - (h) Loss occurring while a *Covered Person* is incarcerated;
 - (i) Loss caused or contributed to by committing or attempting to commit a felony;
 - (j) Loss caused or materially contributed to by voluntary intake or use by any means of:
 - (i) Any drug, unless:
 - a) Prescribed or administered by a physician and taken in accordance with the physician's instructions; or
 - b) An over the counter drug, taken in accordance with the instructions; or
 - (ii) Poison, gas or fumes, unless a direct result of an occupational accident;
 - (k) Loss caused or contributed to by intoxication as defined by the jurisdiction where the accident occurred;
 - (l) Loss caused or contributed to by riding or driving an air, land or water vehicle in a race, speed or endurance contest;
 - (m) Loss caused or contributed to by bungee jumping;
 - (n) Loss caused or materially contributed to by participation in an illegal occupation or activity;
 - (o) Loss caused or contributed to by rock or mountain climbing; and/or
 - (p) Loss caused or contributed to by aeronautics (hang-gliding, skydiving, parachuting, ultralight, soaring, ballooning and parasailing).
- (2) The provisions may include any other exclusions that are approved by the Interstate Insurance Product Regulation Commission.

D. INCONTESTABILITY

- (1) If the accidental death and dismemberment benefit is issued as an attachment to the certificate, the provisions may state that the insurance company shall not contest the accidental death and dismemberment benefit after it has been in force during the lifetime of a *Covered Person* for two years from the date of issue of the benefit, except for fraud in the procurement of the benefit, when permitted by applicable law in the state where the certificate is delivered or issued for delivery.

E. WHEN THE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT ENDS

- (1) The provisions shall state that the accidental death and dismemberment benefit shall end at the earliest of:
 - (a) Upon written request from an *Employee*, unless prohibited by federal or state law or the policyholder's plan;
 - (b) The date a *Covered Person's* group whole life insurance coverage ends under the certificate;
 - (c) The end of the period for which the last *Premium* has been paid for a *Covered Person*, in accordance with the provisions of the certificate;
 - (d) The date the group whole life insurance policy ends; or
 - (e) The date a *Covered Person* ceases to be in an eligible class under the certificate. The provision may allow the insurance company to end coverage at a specified point in time following the date the *Covered Person* ceases to be in an eligible class.
- (2) The provisions may also include conditions that the accidental death and dismemberment benefit ends on the date a *Covered Person* retires or attains a specified age.
- (3) The provision shall state that when the accidental death and dismemberment benefit ends, this shall not prejudice the payment of benefits for any accident that occurred while the benefit was in force.