

DATE: July 10, 2017
TO: IIPRC Product Standards Committee (“PSC”)
FROM: Industry Advisory Committee
SUBJECT: IIPRC 5 Year Review For Phase 8: Individual Disability Income
Response to IIPRC Report and Recommendations Dated June 28, 2017
 (“Report”)

GENERAL COMMENTS

There are various comments in the Report deferring to the PSC’s the decision of whether or not to make significant changes to the current IDI standards. We note that significant rewrites during an IIPRC 5 Year Review process is not new to the 5 Year Review process– the IIPRC is currently waiting to adopt Longevity and Private Placement standards that underwent extensive rewrites. While significant changes do require more work, they benefit the IIPRC, the companies and even consumers in that the rewrites result in a more realistic reflection of the marketplace and include additional consumer benefits.

During the development of the Group DI standards, IIPRC staff and regulators frequently commented that some of what we were doing for Group DI should also be considered for IDI when we get to 5 Year Review process for the IDI standards. We could not agree more – the Group DI standards development process resulted in a better organization of information provided and greater detail of requirements, conditions, etc. The Group Rehabilitation and Claims Provisions standards are two good examples of this. Why wouldn’t we want to have the same type of approach for IDI standards?

We have frequently been asked if more companies will file if certain changes are made – there is never any guarantees when developing standards or updating them that companies will file. As with all other product standards development and updates, industry is being asked to make recommendations, provide input and comment on suggested language, and we do this in the belief that this is what makes the IIPRC a better filing tool than filing directly with the states where in most cases there are not as many and often the standards are out of date.

Since January, in preparation for the 5 Year Review Phase 8, several IDI companies have been reviewing the current IDI standards, looking at the recently adopted Group DI standards, reviewing the current products in the marketplace and making a list of recommendations for the current IDI standards. The companies have been doing this on a regular basis since then, and yes, this was a huge resource investment on their part, but when the IIPRC would ask us for comments, we would be ready with a goal to help develop better IDI standards.

On March 31, 2017 we provided the following explanation for some of the changes that we were suggesting and we believe that the explanation is important in understanding why significant changes may be sensible:

“The current IDI standards reflect the traditional approach, designed when employment conditions were fairly standardized and predictable. Individuals went to a work location, built a career in a specific field or occupation and capitalized on building that career until retirement. Today’s worker is expected to have several careers in his or her lifetime. The definition of ‘work’ or ‘occupation’ is changing due to significant advances in technology. If a product designed to cover consumers in their working years does not adapt to how people now work, that product will soon be irrelevant.

While there will always be a market for the traditional product, the IDI standards need to be flexible enough to not only to support new, more creative product solutions, but foster their development. The companies need to have the ability to create affordable products for those who truly cannot afford traditional type coverage but are in much need of income protection, especially in the event of a long-term or serious disability. Many of the Group DI standards give options and flexibility in areas where the current IDI standards are lacking (e.g., expanding on types of covered disabilities, "any occ" definition of disability, etc.). The world is changing and the way the companies do business and how they market disability insurance must change as well if they are to reach the most people possible with these important living benefits.

If the 5 Year Review process for the IDI standards can encompass the traditional product needs as well as the more innovative approaches that allow more creative product solutions, more companies would have a significant incentive to file their IDI products with the IIPRC.

As part of the 5 Year Review process, the IIPRC has updated many Individual standards for consistency with some provisions, and our comments include suggested changes for IDI for consistency across the standards.”

Please note that since March 31, the companies have revised some of the comments we provided on that date and we will be explaining this in this commentary, as applicable.

COMMENTS ON SUBSTANTIVE ITEMS IN THE REPORT

Substantive Change Item #1, Mix and Match, Report Pages 2-3

We agree with the proposed change.

Substantive Change Item #2, Benefit Period, Report Page 4

We agree with the proposed change.

Substantive Change Item #3, Guaranteed Renewable/Noncancellable, Report Pages 5-7

We have had significant discussions on these two definitions/concepts. We are now proposing the following:

“Guaranteed Renewable” means that an insured has the right to continue a policy in force by the timely payment of *Premiums* set forth in the policy until the termination date stated in the policy’s specifications page.

Alternatively, the insured has the right to continue the policy in force by the timely payment of Premium until the date the insured is receiving retirement benefits under governmental retirement benefits, or other qualified or nonqualified retirement benefits.

During the period that the policy remains in force, the company shall not unilaterally make any change in any provision of the policy, except that the company may make changes in *Premium* rates by classes.

This policy may also become *Conditionally Renewable* at the option of the company after the *Guaranteed Renewable* period ends.”

“Noncancellable” means that an insured has the right to continue a policy in force by the timely payment of *Premiums* set forth in the policy until the termination date stated in the policy’s specifications page.

Alternatively, the insured has the right to continue the policy in force by the timely payment of Premium until the date the insured is receiving retirement benefits under governmental retirement benefits, or other qualified or nonqualified retirement benefits.

During the period that the policy remains in force, the company shall not unilaterally make any change in any provision of the policy, including *Premium* rates.

This policy may also become *Conditionally Renewable* at the option of the company after the *Noncancellable* period ends.”

We believe that the above suggested language is a simplified approach to what we had suggested on March 31.

We also wish to note that under Permissible Limitations/Exclusions, the Insurance With Other Companies and the Other Insurance With This Company standards, which are based on Model #171, **there will be situations where both premium and benefits may change.** It is our understanding that the definitions/concepts are justified because a person buys a policy with one of these definitions/concepts accepts the fact that the exercise of that definition/concept will

result in a change to the benefit and premiums, so therefore the apparent contradictions are OK. However, we seek the PSC's opinion on this issue.

Substantive Change Item #4, Unemployment/Retirement DI Benefits, Report Pages 8-11

We are now advising that contrary to what we suggested on March 31, "Occupation" need not include the retirement and unemployment language because as we are suggesting that this term be defined to mean "a group of Jobs or related Jobs..." and the definition/concept of Job will include the unemployment/retirement language.

The unemployed/retired language was added to clarify how a policy will define duties when there are such changes in employment status.

In the definition/concept of "Specialty", after the "American Board of Medical Specialties", we suggest adding: "the American Osteopathic Association Bureau of Osteopathic Specialist, the American Dental Association or". The companies advise that they prefer a more broad definition/concept and they currently have this language approved in the states.

Substantive Change Item #5, Partial/Residual Disability, Report Pages 12-14

On page 14, in the last sentence of the paragraph following item (d), we need to correct the item references as follows: "Such tests may be in addition to items (b), (c) and (d), or may be alternatives to item (b) or (c) above."

We agree with using the GDI approach to these definitions.

Substantive Change Item #6, Preexisting Conditions, Report Pages 15-17

The vast majority of states allow 24 months/24 months preexisting conditions timeframes and the use of these timeframes is common in the IDI industry. Only three states (ID, VA, WY) limit both the timeframe prior to the issue date and after the issue date. Two more states (IL, NV) limit only the timeframe prior to the issue date (IL only does this for the "prudent person" provision).

Substantive Change Item #7, Total Disability, Report Pages 18-19

There is a definite need in the marketplace to be able to create affordable policies that meet the needs of a vast number of the under-served population, particularly in the blue/gray collar market. Policies with limited benefit periods or that pay a lump sum upon a qualifying disability could be priced to be attainable and offer value to those who cannot afford traditional products. These types of products are eliminated or completely negated if companies must adhere to an initial period of "own occupation" definition of disability. While the companies are not suggesting that we do away with the option to purchase "own occupation" coverage, this "any occupation" choice could provide a viable benefit option for many. Also, by allowing additional benefit triggers within a policy, a person could collect benefits for reasons other than "total" disability.

Substantive Change Item #8, Reinstatement, Report Pages 20-21

We suggested the life insurance standard for consistency since DI and Life may be sold in combination.

Current IDI standard Item (15)(a) addresses situations where a company or a producer accepts a renewal premium without requiring a reinstatement application. By the end of a grace period, the owner/insured receives a letter advising him/her of the grace period due to reinstate the policy. Current industry practice varies from company to company, but each company has a short window of time, such as 10-15 days after the letter is sent, during which it will accept a premium and not require an application to reinstate the policy. Contrary to what is stated in (15)(a), the companies have language filed and approved in all states that allows them to accept the premium and ***reinstate the policy as of the date they received the premium, not as of the date of lapse.*** The reason for doing so is to avoid anti-selection (buying a claim). If an injury or sickness began during the “gap” period of time between date of lapse and date the premium was received, disabilities caused by such injury or sickness will not be covered under the reinstated policy.

Current IDI standard item (15)(b) states that when premium is received with a reinstatement application, and the application is approved by the company, the policy will be reinstated on the date of such approval, provided the company approves the application within 45 days of its receipt. If the company does not approve or decline the application and does not notify the applicant of its decision by the end of the 45 day period, the policy is reinstated at the end of the 45 day period. In either case of an approval or no action taken by the company by the end of the 45 day period, if an injury or sickness began during the “gap” period of time between date of lapse and date the policy is reinstated, disabilities caused by such injury or sickness will not be covered under the reinstated policy.

With regard to the conditional receipt language in the current IDI standards, a conditional receipt only provides coverage while a policy is in underwriting and premium has been collected. Since a reinstated policy will only provide coverage for loss that occurs “on or after the date of reinstatement”, a conditional receipt concept makes no sense since there will never be coverage provided under a conditional receipt.

Substantive Change Item #9, Return of Premium Benefit, Report Pages 22-23

The benefit was filed in 2010-2011 as an IDI benefit and approved in 36 IIPRC member jurisdictions. It was exempt from filing in AZ and TX. It was not filed in CT or VT. It was not filed in AK and HI because the filer was not licensed there. GA approved after requiring that a notice state that the benefit may only be issued with cancer expense, long-term care or disability income policy. MA objected on the basis that returning a part of the premium constitutes rebating, and allowing accrual of interest on paid premium held on deposit to be a form of cash value - the state would have approved a return of premium for the total amount of premium paid.

One company is currently marketing this benefit, but other companies agreed that it should be included as a standard. We cannot definitely say what companies’ future plans will be.

Substantive Change Item #10, Suspension of Coverage While Unemployed, Report Pages 24-25

The provision was filed as part of an IDI filing in 2010 and was approved in 41 IIPRC member jurisdictions. MD approved a variation. Filing was not made in AK and HI because the filer is not licensed there. Another company filed the provision and received approvals in all states except MD and MN. Another company filed this provision and has approval in all states.

Three companies are currently using this provision, but others agreed that it should be included as a standard. The provision is a consumer benefit, allowing a person to suspend the policy while unemployed, versus facing the loss of the policy because the premiums are a temporary hardship. We cannot definitely say what companies' future plans will be.

Substantive Change Item #11, Disability Excluded Outside the US, Report Page 26

We are recommending additional changes to the exclusion/limitation we requested on March 31:

DISABLED INSURED RESIDING, WORKING, OR TRAVELLING OUTSIDE THE UNITED STATES, TERRITORIES OR POSSESSIONS OF THE UNITED STATES, OR CANADA, AS APPLICABLE (the "Specified Area")

(1) If a *Disabled* insured is determined to be residing, working or travelling outside the Specified Area, benefits for such *Disability* may be limited, suspended or excluded. For a suspension, a policy shall state that upon return to the Specified Area, a *Disabled* insured may re-apply for benefits under the policy.

The companies noted that persons may be disabled and residing, working or travelling abroad, or may become disabled while residing, working or travelling abroad, and that both situations should be allowed to be excluded or limited, as appropriate.

Substantive Change Item #12, Vermont Chemical Dependency, Intoxicants, Narcotics or Other Controlled Substances, Mental/Nervous Disorders, Report Pages 27-29

We note that, contrary to GDI where the cost is spread out, the IDI cost becomes a significant burden to individuals thereby making IDI less affordable. Because of the VT issue, some companies now include full mental/nervous/drug/alcohol coverage in their policies for all states and the policies are priced higher. A company typically offers a 10% reduction in premium if an proposed insured accepts a 2 year limitation. For consumers that have to buy the full coverage, they are paying higher premiums for coverage they may not have selected if given a choice. even

Substantive Change Item #13, Insurance With Other Companies, Report Pages 30-32

We have our own comments on this provision.

In the last sentence of item (8)(iii), as we noted earlier in this commentary with regard to the definitions/concepts of Guaranteed Renewable and Noncancellable, there is a requirement to return premium. However, it is not clear if this is intended for a specific claim, or is the intent to require a permanent premium reduction in the policy for all future benefits? Both intentions are problematic for us since a policy is initially priced to fund the various benefits to be paid under the policy, and we further note that pricing is adjusted for “other valid coverage” not known or not in force at the time of application, as well as coverage which was in force but may end. Accordingly, the pricing takes into account potential proportionate benefit payments.

In the last sentence of item (8)(b), we believe that the term “other valid coverage” should be allowed to include group health or disability insurance, benefits provided by union welfare plans or employer or employer benefit organizations. A typical IDI policy will provide a monthly benefit equal to 40%-60% of an insured’s pre-disability earnings, not 100%. If an insured was to collect 100% or more of his or her pre-disability earnings from all other sources, this would be considered overinsurance. As the Report states at the bottom of page 31, Group DI allows reduction on account of IDI policies, so it makes perfect sense for IDI to allow reduction with group type plans.

Substantive Change Item #14, Incidental Benefit Provisions, Report Pages 33-34

We do not oppose how the IIPRC prefers to approach Incidental Benefits if the following can be answered/confirmed:

1. With regard to the last sentence in the preamble to this provision on page 33, we note that the Group DI preamble included exceptions for incidental benefits such as spouse ADL benefits, catastrophic disability benefits, contagious disease benefits, family member care benefits, ***which would not have to be paid in addition to any other disability benefit under the policy.*** We would also recommend that organ or bone marrow donor benefits and critical illness benefits also be added to this list. Will the IIPRC proposed language accommodate this?
2. We note that the second paragraph of the current Group DI preamble to the Incidental Benefit Section addresses the issue of when the benefit the triggers for Disability (as defined) may also be included as incidental benefits. We believe that this is an important clarification and guidance to IIPRC examiners and filers and it is needed to be included as a preamble standard. Can the IIPRC consider including this in its proposed language?
3. The current IDI Optional Provisions standards includes a provision entitled ***Supplemental Benefits for Injury, Sickness, or Injury and Sickness*** which companies inform us has been used by the IIPRC to also allow additional benefits for which there are no specific standards. Does the proposed language on page 34 of the Report obviate the need for this current standard?

4. The IIPRC notes that it has received filing requests for benefits that do not fit squarely within the Group DI list of incidental benefits. Will the IIPRC suggested approach for the IDI incidental benefits section allow the submission and approval of the following benefits:

ADL/Cognitive Impairment Benefits For Insureds
ADL/Cognitive Impairment Benefits for Spouses
Catastrophic Disability Benefits
Child(ren) Care Benefits
Child(ren) Education Benefits
COBRA Insurance Premium Benefit
Contagious Disease Benefit
Critical Illness Benefit
Death Benefit
Family Member Care Benefit
Hospital Confinement Benefit
Hospice Care Benefit
Medical Insurance Premium Benefit
Organ or Bone Marrow Donor Benefit
Retirement Plan Benefit
Right To Purchase Individual Life Insurance Policy Without Evidence of Medical Insurability
Terminal Illness Benefit

5. Note the red highlighted items above - if the IIPRC intends is to use the Group DI standards to review and approve IDI incidental benefits that are similar to the Group DI incidental benefits, will the IIPRC also allow the red highlighted benefits?

Substantive Change Item #15, Look Back Period For Underwriting Questions, Report Pages 35-39

One company reported that applications filed in 2010-2013 received approval in 39 IIPRC member jurisdictions. The two questions that used “ever” addressed drug and alcohol use, counselling and treatment, and addressed whether a proposed insured has ever had been diagnosed, treated, or been given medical advice by a member of the medical profession for specified diseases and disorders – a list included disorders and diseases similar to those shown in item (f) [shows up as (k)] on page 15 of the current IIPRC standards for the IDI application.

Another company reported that in 2013 it filed its application with “ever had” questions and 10 jurisdictions required limited look back periods.

We are again requesting that the PSC consider allowing “ever had” to be for the following questions on page 15 of the current IIPRC standards for the IDI application:

- (d) Drug and Alcohol Use
- (f) Disorders and Diseases.

The majority of IIPRC member jurisdictions have approved such questions in the realization that the average applicant would recall whether or not they have ever had certain diseases or disorders or have had drug/alcohol use issues.

If an applicant is expected to reply to an “ever” question in a Life Insurance application, why would we also not expect an applicant to be able to respond to an “ever” question in a Disability Income application?

Substantive Change Item #16, Minimum Loss Ratios, Report Pages 40-42

We included “Optionally Renewable” as another way to diversify and offer a plan that may be more affordable for the average consumer who may not be able to afford a higher end plan. This type of plan is not likely to be introduced in the IDI market anytime soon, so we are withdrawing this comment from consideration.

COMMENTS ON CLARIFICATION ITEMS IN THE REPORT

Clarification Item #1, Definition of Residual Disability, Report Pages 44-46

While we do not object to the proposed changes, we prefer the combined definition for Partial and Residual Disability.

Clarification Item #2, Definition of Residual Disability, Qualification/Elimination Period, Report Pages 47-49

We support the combined definition for Partial and Residual Disability.

Clarification Item #3, Mental or Nervous Disorders, Report Pages 50-51

The company that suggested that we include this language had filed it and received approval in all IIPRC member jurisdictions in 2010, and the language was also approved by the IIPRC in 2016.

Clarification Item #4, Grace Period, Report Pages 52-54

We wanted to make the IDI and Life Insurance provisions more consistent with each other to ease combination sales. We included the second sentence in item (3) which is not in the life standards because the companies have had significant issues collecting premiums for a grace period. While coverage may be continued during a grace period, at some point a premium for that period is still due and has to be paid. Some owners/insureds think that “grace period” means “free period”. If premium is never paid, the policy ends on the date of the last period for which premium was paid.

Upon reconsideration, we agree to delete item (4). If one is receiving disability benefits under the policy, premiums are waived so there are no premiums due. If someone is not receiving disability benefits under the policy, upon their death the policy ends.

Clarification Item #6, Date Policy Ends, Report Pages 58-59

We think the title of the provision should be “Date **Disability** Policy Ends”.

We also suggest adding the following provision since the date the policy ends and the date the disability benefit ends are each subject to their own triggers:

DATE DISABILITY BENEFITS END

- (1) The policy shall state that *Disability* benefits shall end at the earliest of:
 - (a) The date an insured ceases to be *Disabled*;
 - (b) The date an insured dies;
 - (c) The end of any specified *Benefit Periods* shown in the policy;
 - (d) The end of any maximum period of payment specified in the policy. “Maximum period of payment” means the longest period of time that a company will make payments to an insured for any one period of *Disability*;
 - (e) For any condition specified in the policy with limited benefits, the end of any lifetime maximum *Benefit Period* specified in the policy for that condition. “Lifetime maximum *Benefit Period*” means the aggregate number of months of benefits which will be paid to an insured during his/her lifetime for any combination of *Disabilities* caused or contributed to by the specified condition, even if the *Disabilities* are not continuous; and
 - (f) The date an insured fails to submit satisfactory *Proof of Loss* as required in the policy.
- (2) The policy may also include these additional dates that *Disability* benefits may end:
 - (a) The date an insured fails to participate in a Rehabilitation plan, without good cause, as stated in section §__. REHABILITATION PROVISIONS of the policy;
 - (b) The date an insured elects not to return to limited work while *Disabled* when the insured is functionally capable of performing such work; and
 - (c) The date an insured retires.

Clarification Item #7, Application Actively At Work Issue, Report Pages 60-61

We agree with the Report suggestion as long as companies can use whatever hourly requirement that is appropriate.

Clarification Item #8, Discounts For Multi-Life Plans, Report Page 62

We think the reference is to the ALR. The MLR is a minimum loss ratio that is set in the standards. This minimum may vary based on whether the policy is Noncancellable, Guaranteed Renewable, etc., but it does not vary by whether the product is multi-life or not. The standard seems to be looking for a comparison of the expected multi-life loss ratio with the expected non-multi-life loss ratio which would be through the ALR.

Clarification Item #9, Minimum Loss Ratios For Multi-Life Plans, Report Page 63-64

The suggested change is contradictory to what is proposed in Clarification #8 above. The MLR is what it is based on whether the policy is Noncancellable, Guaranteed Renewable, or Conditionally Renewable. The ALR may vary by the size of the discount, but the ALR has to be equal to or greater than the prescribed MLR.

Clarification Item #10, Expenses and Contingency and Risk Margins, Report Page 65-66

We have no issues/concerns with this clarification.

COMMENTS ON UPDATING IDI STANDARDS TO INCLUDE CERTAIN GDI STANDARDS

APPENDIX A

As stated in the General Comments section, the DI companies have been reviewing all the Group DI standards and the appropriateness of including these into the IDI standards. We have the following changes to the Appendix:

Page 5: Critical Illness

Change to say “means any **one or more** of the following:”

Page 6: “Job”

Change to say “means the performance of *Substantial and Material Duties* routinely **performed for wage or profit.**”

Page 7: “Premium”

Change to delete all other language other than “means the amount the insured shall pay to the company for the insurance provided under the policy.”

Page 7-8: “Progressive Disease(s) or Disorder(s)”

Delete. We have also suggested deleting this from Incidental Benefit Section.

Page 8: “Regular Job”, “Regular Occupation”, Regular Specialty”

Change “on the day before Disability begins to say “**at the time** Disability begins.” The requested language is standard IDI industry language today. For Group DI, “day before disability begins” is probably used to relate to an actively at work requirement imposed by employer. The companies report that no state has ever objected to the “at the time Disability begins” language.

Page 8: “Specialty”

As previously noted in Substantive Change #4, change to add “**American Osteopathic Association Bureau of Osteopathic Specialists, the American dental Association, or**”.

Page 12: “Substantial and Material Duties”

Change to say “generally required by the insured’s **Job, Occupation or Specialty, or in the national economy or marketplace**, as applicable, that cannot.....”.

Page 13: “Disability” or “Disabled”

We want to make sure that the following Examples 1 and 2 under (c) are included.

Example 1: A policy would include a Total Disability benefit with the specified triggers for Total Disability for the first twelve (12) months of Total Disability based on “own occupation”, and specify “any occupation” thereafter, as defined in the policy.

Example 2: A policy would include a Total Disability benefit with the specified triggers for Total Disability for the first **twelve (12) months of Total Disability, and specify Activities of Daily Living deficiency or Cognitive Impairment Disability benefit triggers thereafter.”**

The red text indicates changes we made since March 31.

Page 14: “Partial/Residual Disability”

The updated language is in Substantive Change #5.

Page 15: “Physician”

Change at end to say “or any person who is the **insured’s owner’s or assignee’s** partner....”.

Page 15: “Presumptive Disability”

Change to say as follows:

- (b) Hearing **in both ears**;
- (c) Sight **in both eyes**;
- (d) Use of **both arms, both legs, or use of one arm and one leg**.

Page 17: “Pre-Disability Earnings”

We now want to use the current IDI version of this, with the exception of deleting reference to “*Prior Earnings*” in the last sentence.

Page 19: “Rehabilitation”

We now want to use the IDI version with a few changes:

“***Rehabilitation***” means a program of **receiving services** that is geared toward aiding an insured to better perform his or her ***Job, Occupation or Specialty*** or any ***Job, Occupation or Specialty*** for which he or she is fitted by reason of education, training or experience

Page 20: “Total Disability”

See Substantive Change #7.

Page 21: “Suspension of Coverage While in Military Service”

We now prefer to use the current IDI version of this.

Page 27: “Illegal Occupation or Activity”

The Group DI item should read

- (1) ***Disability that results from the insured’s being engaged in an illegal occupation or activity may be limited or excluded.***

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Page 28: “Voluntary Intake of Poison, Gas or Fumes

Need to add “**gas**” in (1) to match the heading.

Page 31: “Types of Rehabilitation”

We now want to add a new item (g) to say “**Assistance with family care expenses; and/or**”.

In previous item (g) now (h), we now want to change to say “Evaluation of necessary **home**, worksite **or vehicle** modification...”.

Page 32: “Rehabilitation”

We now want to delete all language in item (d) after “the insured’s treating Physician” since the Procedures for review and Denial of a Claim are not required for individual DI policies and may not be included in a policy.

Pages 34-38: “Reduction on Account of Other Benefits or Income”

On pages 34-35, we now want to delete the Group DI items (e), (g), (h), (i), (j), (k) and (m).

On page 34, in item (f), we want to now change to say “another **individual** disability income policy or **plan**.”

On page 38, in item (7), we suggest changing “may” to “**shall**”. We believe this is a technical error in the Group DI standards.

Page 38: “Right To Purchase Future Disability Benefits Without Medical Insurability”

In the second sentence, we now want to change to say “such as: **increased income**, specified life events...”.

Page 40: Incidental Benefit List

As stated for Substantive Change Item #14, we now have the following list, with red highlighted items reflecting new benefits not in Group DI standards.

ADL/Cognitive Impairment Benefits For Insureds
ADL/Cognitive Impairment Benefits for Spouses
Catastrophic Disability Benefits
Child(ren) Care Benefits
Child(ren) Education Benefits
COBRA Insurance Premium Benefit
Contagious Disease Benefit
Critical Illness Benefit
Death Benefit
Family Member Care Benefit
Hospital Confinement Benefit
Hospice Care Benefit
Medical Insurance Premium Benefit
Organ or Bone Marrow Donor Benefit
Retirement Plan Benefit
Right To Purchase Individual Life Insurance Policy Without Evidence of Medical Insurability
Terminal Illness Benefit

Page 42: “Subrogation Rights”

We do not need this included in the IDI standards.

COMMENTS ON CONFORMING AMENDMENTS

We have no issues/concerns with these suggestions.

COMMENTS ON TECHNICAL ITEMS

We have no issues/concerns with these suggestions.

Submitted by the Industry Advisory Committee:

Hugh Barrett, Mass Mutual Life
Jason Berkowitz, IRI
Brian Deleget, Nationwide
Michael Hitchcock, Pacific Life
Angela Schaaf, Northwestern Mutual
Steve Kline, NAIFA
Amanda Matthiesen, AHIP
Rod Perkins, ACLI