

## **GROUP WHOLE LIFE INSURANCE UNIFORM STANDARDS FOR ACCIDENTAL DEATH BENEFITS**

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

These standards shall not apply to accidental death benefits that include dismemberment benefits.

**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 definition applies:

“Loss” means an accidental death.

Terms in these standards that are capitalized and italicized have the meanings specified in the Interstate Insurance Product Regulation Commission Uniform Standards for *Whole Life Insurance Policies and Certificates For Employer Groups*.

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

#### **A. GENERAL**

The following additional filing submission requirements shall apply:

- (1) If the accidental death 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 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 BENEFIT PROVISIONS**

#### **A. BENEFITS**

- (1) The provisions shall describe the conditions that shall be met to be eligible for the accidental death benefit. The conditions shall comply with the following:

- (a) If death has to occur within a specified time period after the injury occurs, the form shall also disclose the time period, but shall not be more restrictive than requiring the accidental death to occur within 180 days following the date of the accidental injury; and
  - (b) The provisions may require that death 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” or “accidental means” shall be defined to employ “result” language and shall not include words that establish an accidental means test. The definition of “injury” may 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 may also include the following additional benefits:
- (a) ***Air bag use benefit.*** In the event of an accidental death of an *Employee* and/or *Dependent* 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 of an accidental death of an *Employee* and/or *Dependent* 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 loss of life under the certificate.
  - (c) (i) ***Child care benefit.*** In the event of an accidental death of an *Employee* and/or *Spouse* who 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 for child care within a specified period of time after the death 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, upon the accidental death of an *Employee* and/or *Spouse* if 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 amount payable for loss of life under the certificate.

- (d) (i) ***Child education benefit.*** In the event of an accidental death of an *Employee* and/or *Spouse* who has at least one *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 death 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, upon the accidental death of an *Employee* and/or *Spouse* if 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 loss of life under the certificate.
- (e) ***Common carrier benefit.*** In the event of an accidental death of an *Employee* and/or *Dependent* 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.
- (f) (i) ***Consolidated Omnibus Budget Reconciliation Act (COBRA) continuation benefit.*** In the event of an accidental death of an *Employee* 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, upon the accidental death of an *Employee* and/or *Spouse* if 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 loss of life under the certificate.
- (g) ***Emergency or disaster response team member benefit.*** In the event of an accidental death of an *Employee* 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 loss of life under the certificate.
- (h) ***Family relocation and accompaniment benefit.*** In the event of an accidental death of a *Spouse* or *Child* as a result of an accidental injury while accompanying the *Employee* on a business trip, or while travelling 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 loss of life under the certificate, and the multiple may differ for the *Spouse* and *Child*.
- (i) ***Funeral expense benefit.*** In the event of the accidental death of an *Employee* and/or *Dependent* 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 loss of life under the certificate.

- (j) ***Human Immunodeficiency Virus (HIV) and/or hepatitis virus benefit.*** In the event of the accidental death of an *Employee* who 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.
- (k) ***Job-related injury benefit.*** In the event of an accidental death of an *Employee* 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. A Workers' Compensation report may be required.
- (l) ***Monthly home mortgage payment benefit.*** In the event of an accidental death of an *Employee* as a result of an accidental injury for which a death 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: when the maximum benefit is paid, when the mortgage is paid in full, the *Spouse* dies, or 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.
- (m) ***Non-occupational vehicle accident benefit.*** In the event of an accidental death of an *Employee* and/or *Dependent* 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.
- (n) (i) ***Relative care benefit.*** In the event of an accidental death of an *Employee* and/or *Spouse* as a result of an accidental injury for which a death 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, upon the accidental death of an *Employee* and/or *Spouse* if 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 loss of life under the certificate.

- (o) **Repatriation expense benefit.** In the event of an accidental death of an *Employee* and/or *Dependent* 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.
  - (p) **Seat belt use benefit.** In the event of an accidental death of an *Employee* and/or *Dependent* 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* who dies 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.
  - (q) (i) **Spouse education benefit.** In the event of an accidental death of an *Employee* who has a *Spouse* who is enrolled at the time of a loss of life in an accredited college, university or vocational school, or the *Spouse* so enrolls within a specified period of time after the death 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, upon the accidental death of an *Employee* if 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 loss of life under the certificate.
  - (r) **Spouse's Loss of life as a result of a common accident benefit.** In the event of an accidental death of an *Employee* and *Spouse* 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*'s loss of life under the certificate.
  - (s) **Travel benefit.** In the event of an accidental death of an *Employee* and/or *Dependent* 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.
  - (t) **Workplace felonious assault benefit.** In the event of an accidental death of an *Employee* 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.
- (4) 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.

- (5) The provisions may include other accidental death benefits that are approved by the Interstate Insurance Product Regulation Commission.
- (6) The provisions shall state that the *Employee* accidental death benefit is payable to the *Beneficiary* and the *Dependent* accidental death benefit is payable to the *Employee*. The provisions may also allow benefits to be payable to other persons or entities as designated by the *Employee*.
- (7) The provision shall not include an aggregate limit that caps the accidental death benefits payable for all certificates issued by the insurance company and its subsidiaries and affiliates.

**B. AUTOPSY**

- (1) 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 benefit. The exclusions shall be limited to the following:
  - (a) Death 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) Death caused or contributed to by any attempt at suicide, or intentionally self-inflicted injury, while sane or insane;
  - (d) Death 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) Death 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) Death caused or contributed to by "war" or "act of war," as defined in the standards for the exclusions provision of the certificate;
  - (g) Death caused or contributed to by active participation in a riot, insurrection or terrorist activity;
  - (h) Death occurring while the *Covered Person* is incarcerated;
  - (i) Death caused or contributed to by committing or attempting to commit a felony;
  - (j) Death 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 instructions; or
  - (ii) Poison, gas or fumes, unless a direct result of an occupational accident;
  - (k) Death caused or contributed to by intoxication as defined by the jurisdiction where the accident occurred;
  - (l) Death caused or contributed to by riding or driving an air, land or water vehicle in a race, speed or endurance contest;
  - (m) Death caused or contributed to by bungee jumping;
  - (n) Death caused or materially contributed to by participation in an illegal occupation or activity;
  - (o) Death caused or contributed to by rock or mountain climbing; and/or
  - (p) Death 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 benefit is issued as an attachment to the certificate, the provisions may state that the insurance company shall not contest the accidental death benefit after it has been in force during the lifetime of a *Covered Person* for two years from the date of issue of such 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 BENEFIT ENDS**

- (1) The provisions shall state that accidental death benefits end at the earliest of the following:
- (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 a condition that the accidental death benefit may end on the date a *Covered Person* retires or attains a specified age.
  - (3) The provisions shall state that when the accidental death benefit ends, this shall not prejudice the payment of benefits for any accident that occurred while the benefit was in force.