



## **IIPRC-L-08-LB-I-OLP**

### **ADDITIONAL STANDARDS FOR OVERLOAN PROTECTION BENEFIT**

**(For use with Individual Adjustable Life Insurance Policies)**

1. Date Adopted: March 25, 2011
2. Purpose and Scope: The Additional Standards For Overloan Protection Benefit (the “Proposed Standards”) specify additional submission requirements for a benefit that prevents the policy from lapsing due to an excessive loan on the policy and applying to benefits that are built into individual variable or non-variable adjustable life insurance policies or added to such policy forms by rider, amendment or endorsement.
3. Rules Repealed, Amended or Suspended by the Rule: None.
4. Statutory Authority: Among the IIPRC’s primary purposes and powers is to establish reasonable uniform standards for the insurance products covered in the Interstate Insurance Product Regulation Compact (“Compact”), specifically pursuant to Article I §2, Article IV §2 and Article VII §1 of the Compact, as enacted into law by each IIPRC member state.
5. Required Findings: None
6. Effective Date: July 3, 2011

## **ADDITIONAL STANDARDS FOR OVERLOAN PROTECTION BENEFIT**

### **(For use with Individual Adjustable Life Insurance Policies)**

**Scope:** These standards apply to overloan protection benefits that are built into individual variable or non-variable adjustable life insurance policies or added to such contracts by rider, endorsement or amendment. An overloan protection benefit prevents the policy from lapsing due to an excessive loan on the policy. If specified requirements are met, the benefit provides the owner with a reduced paid up policy, helping owners potentially prevent the adverse consequences that can result from a policy lapsing with loans.

**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.

**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:

“Benefit charge” means the one-time overloan protection benefit charge

“Benefit form” means the overloan protection benefit form

“Option 1 Death Benefit” means the greater of (i) the face amount of the policy or (ii) a percentage of the policy’s cash value equal to the minimum necessary for the policy to qualify as life insurance under Section 7702 of the Internal Revenue Code, as amended.

In addition to the Core Standards requirements for Individual Adjustable Life Insurance Policies, the following standards, as appropriate, apply:

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

#### **A. ACTUARIAL MEMORANDUM REQUIREMENTS**

- (1) Include an actuarial memorandum prepared, dated and signed by the member of the American Academy of Actuaries who provides the following information:
  - (a) A numerical demonstration of how the overloan protection benefit functions and that any minimum benefit requirements applicable under the benefit are met.

#### **B. VARIABILITY OF INFORMATION**

- (1) The company may identify product specifications that may be changed without prior approval, as long as the Statement of Variability presents reasonable and realistic ranges for the item. These items may include the benefit charge, the minimum loan indebtedness percentage, the guaranteed minimum loan indebtedness percentage, the

maximum loan indebtedness percentage, and the minimum age/duration the policy must be in force before exercising the benefit.

## **§ 2 GENERAL FORM REQUIREMENTS**

### **A. COVER PAGE**

- (1) A brief description shall appear in prominent print on the cover page of the policy or benefit form or be visible without opening the policy or benefit form. The brief description shall contain at least the following information:
  - (a) A caption of the type of coverage provided; for example, Overloan Protection Rider.

### **B. SPECIFICATIONS PAGE**

- (1) The specifications page shall show, if applicable, the benefit charge, the minimum loan indebtedness percentage, the guaranteed minimum loan indebtedness percentage, the maximum loan indebtedness percentage, and the minimum age/duration the policy must be in force before exercising the benefit. These items may be considered as variable items and marked to denote variability.

## **§3 BENEFIT PROVISIONS**

### **A. BENEFIT**

- (1) The benefit form shall state that if the benefit is exercised, the policy will not lapse when the policy's cash surrender value or, if applicable, the account value less policy loan, is not sufficient to cover the monthly deduction charges of the policy due to loan indebtedness, and that the policy will automatically become paid up life insurance.
- (2) The benefit form shall describe the conditions that must be met in order for the owner to be able to exercise the benefit. The conditions may include:
  - (a) That the policy is in effect for a specified number of years.
  - (b) That the insured (or which insured, if this is a joint last to die survivorship policy) is a specified minimum age.
  - (c) That the federal qualification for life insurance is the Guideline Premium Test and that Death Benefit Option 1 is in effect.
  - (d) That the loan value or the loan value plus accrued interest exceeds the face amount of the policy in effect at the time the benefit is exercised.

- (e) That the loan value or the loan value plus accrued interest is no more than the maximum loan indebtedness percentage of the policy's cash value after deduction of the benefit charge.
  - (f) That the loan value or loan value plus accrued interest is more than or equal to a minimum loan indebtedness percentage of the policy's cash value after the deductions of the surrender charge and the benefit charge. The minimum loan indebtedness percentage may be specified in the benefit form or may be guaranteed not to be lower than the guaranteed minimum loan indebtedness Percentage.
  - (g) That exercising this benefit cannot cause the policy to violate the federal Guideline Premium Test under Section 7702 of the Internal Revenue Code, as amended, at any duration and would not cause the policy to become a Modified Endowment Contract under Section 7702 of the Internal Revenue Code, as amended.
  - (h) That the cumulative partial withdrawals must be no less than the total premiums paid on the policy.
  - (i) That there must be sufficient cash value in the policy to cover the benefit charge.
- (3) The benefit form or specifications page shall state how any benefit charge is calculated, and the fact that there is no charge if the benefit is never exercised.
- (4) The benefit form may state that the benefit will be exercised automatically once the conditions specified in the benefit form are met. Alternatively, the benefit form may provide a procedure for notifying the owner when the benefit can be exercised and obtaining the approval to exercise the benefit from the owner. The procedure shall include the following, if applicable:
- (a) Written notice at least 31 days before the end of the policy's grace period that the benefit can be exercised.
  - (b) That the owner must notify the company in writing within a specified period of time that is no less than the end of the policy's grace period that the owner wants to exercise the benefit .
  - (c) If the owner receives written notice less than 31 days before the end of the grace period, then an owner who wants to exercise the benefit must notify the company in writing within a specified period of time that is no less than 30 days after receiving the written notice.
- (5) The benefit form shall describe the changes that will be made to the policy after the benefit is exercised, which may include the following:

- (a) Any changes to the face amount. For example, the new face amount is the account value remaining after the benefit charge, multiplied by the applicable percentage shown in the policy for compliance with Section 7702 of the Internal Revenue Code, as amended
  - (b) Any changes to the death benefit amount. For example, the new death benefit, as of the date of the insured's death, is the greater of (a) the new face amount and (b) the greater of the account value and the loan indebtedness, multiplied by the applicable percentage shown in the policy for compliance with Section 7702 of the Internal Revenue Code, as amended.
    - (i) If under Section 7702 of the Internal Revenue Code, as amended, the Death Benefit Option 1 is not in effect, the benefit form may allow it to be permanently changed to Option 1 and to change the death benefit to an amount that exceeds the policy's cash value to comply with Section 7702 of the Internal Revenue Code, as amended.
  - (c) Any account value not offset by the loan that is not invested in the general account will be transferred to the general account.
  - (d) Specified riders attached to the policy will end.
  - (e) No further policy changes, premium payments, transfers, partial surrenders, or full surrenders will be allowed.
  - (f) No additional loans will be permitted.
  - (g) Loan interest will continue to accrue.
  - (h) Loan repayments may be prohibited or expressly permitted. If loan repayments are permitted, any qualifications, such as being allocated only to the general account, shall be described.
  - (i) How future monthly deductions will be handled (e.g. discontinued immediately or discontinued when the account value becomes insufficient).
- (8) Once the benefit is exercised, indebtedness which continues to accrue interest and which would cause the policy to overloan and lapse without value is not permitted.
- (9) The benefit form shall state that, once the benefit is exercised, the owner will be notified of the changes to the policy.

## **B. NONFORFEITURE VALUES**

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

**C. REINSTATEMENT**

- (1) The benefit form shall disclose whether the benefit form may be reinstated and under what conditions.

**D. TERMINATION**

- (1) The benefit form shall include the following termination condition:
  - (a) Upon termination of the policy.
- (2) The benefit form may also include the following termination conditions:
  - (a) Upon written request; or
  - (b) The date the insured reaches the age when monthly deductions end and no further premiums can be paid under the policy or the date the younger insured reaches the age when monthly deductions end and no further premiums can be paid under a last to die survivorship policy.