

**CHAPTER 90d. INDIVIDUAL ACCIDENTAL DEATH
BENEFITS; PROVIDED BY RIDERS OR BUILT INTO
POLICIES—STATEMENT OF POLICY**

Sec.	
90d.1.	Scope.
90d.2.	General provisions.
90d.3.	Benefit design.
90d.4.	Exclusions and restrictions.
90d.5.	Termination of coverage.
90d.6.	Prohibited terminology.
90d.7.	Inconsistent or contradictory language.
90d.8.	Fraternal benefit society.
90d.9.	Riders.

Source

The provisions of this Chapter 90d adopted January 18, 1991, effective January 19, 1991, 21 Pa.B. 241, unless otherwise noted.

§ 90d.1. Scope.

An individual life accidental death benefit filing complying with the standards of this chapter is acceptable.

§ 90d.2. General provisions.

An individual life accidental death benefit filing complying with the following is acceptable:

- (1) The submission letter for a form complies with applicable requirements of § 89b.5 (relating to letter of submission).
- (2) The form is submitted in duplicate. This complies with § 89b.4(a) (relating to general filing procedure).
- (3) The form is submitted in the final printed form intended for actual issue, unless the company requests tentative approval under § 89.4(d) (Reserved). A form submitted for tentative approval is submitted in draft, printer's-proof, photocopied, "filer" or other legible form.
- (4) The form number and the wording in the form are printed in easily readable type.
- (5) Logos are or are not present and are more or less prominent than the company name.
- (6) The full company name appears on a rider for filing purposes only. The name is printed or added by rubber stamp or other appropriate means. This complies with § 89b.11(a) (relating to general contents of forms).
- (7) An administrative office address or the home office address is or is not shown. If an address is captioned as "home office," it is the official home office address of record.
- (8) The form contains a caption:

- (i) Disclosing the coverage provided—accidental death or accidental death and dismemberment, as appropriate.
 - (ii) For a rider, disclosing that the form is a rider, endorsement, agreement or amendment. An alternative caption if the form provides that it is “attached to and made a part of the policy.”
- (9) A rider contains an effective date disclosure, either in the rider or on the specifications page of the policy.
- (10) A rider contains a disclosure of the premium or cost of insurance rates, either in the rider or on the specifications page of the policy. For a benefit built into a policy, the specifications page discloses that the cost of the benefit is included in the basic policy premium.

§ 90d.3. Benefit design.

(a) *Accidental death.*

- (1) The form discloses that a stated benefit amount will be paid if the insured’s death results from an accident.
- (2) The form discloses age requirements as to when the insured is eligible for benefits and when eligibility terminates.
- (3) Children aged 5 and under are or are not excluded from eligibility.
- (4) Eligibility will or will not be terminated for all insureds after age 65.
- (5) The form discloses the conditions for payment of the accidental death benefit. The death results from an accident occurring during the coverage period.
- (6) Death also:
 - (i) Results from accidental bodily injury, directly and independently of all other causes.
 - (ii) Occurs after the effective date of coverage.
 - (iii) Occurs while the rider and policy, or the policy alone in the case of a built-in benefit, are in force.

(b) *Additional indemnity.*

- (1) The form provides for an accidental death benefit payment equal to a specified amount or to a multiple of the benefit amount when death results from a specified accidental cause; for example—accidental injury that occurs while the insured is a fare paying passenger on a public conveyance.
- (2) The form provides for an accidental death benefit payment equal to a specified amount or to a multiple of the benefit amount if death is the result of an automobile accident and the insured person was wearing a seatbelt at the time of the accident.

(c) *Loss of limbs or eyesight.*

- (1) The form provides for a benefit equal to a specified amount or to a fraction or multiple of the benefit amount for one or more of the following:
 - (i) An accidental dismemberment.
 - (ii) The loss of use of limbs.

- (iii) The loss of eyesight.
- (2) The form does not require that accidental dismemberment, loss of use of limbs or loss of eyesight be caused by injury sustained or occurring or disease manifesting itself after the effective date of the form.

§ 90d.4. Exclusions and restrictions.

The form contains exclusions and restrictions:

- (1) It contains none or one or more of the following exclusions and restrictions:
 - (i) Bodily or mental infirmity or disease of any kind.
 - (ii) Bodily or mental infirmity or disease of any kind, whether or not the proximate or precipitating cause of death is accidental bodily injury.
 - (iii) War, declared or undeclared, or an act of war, whether or not serving in the military forces or any civilian noncombatant unit serving with the forces.
 - (iv) Committing an assault or felony, whether sane or insane.
 - (v) Participation in a riot or insurrection.
 - (vi) A fight in which the insured is a voluntary participant.
 - (vii) Suicide or attempted suicide, whether sane or insane.
 - (viii) Intentionally self-inflicted injury, whether sane or insane.
 - (ix) Engaging in an illegal occupation.
 - (x) Travel or flight in an aircraft or spacecraft, or descent from such a craft while in flight, or subsequent drowning, if the insured is a pilot, officer or crew member of the craft; is giving or receiving aviation training or instruction; has duties on or relating to the craft; or is being flown for the purpose of descent from the craft while in flight.
 - (xi) Voluntary taking or injection of drugs unless prescribed or administered by a licensed physician. The wording "taken as prescribed" or "taken in the manner prescribed" is not present.
 - (xii) Voluntary taking or injection of drugs, whether legal or illegal, unless prescribed or administered by a licensed physician. The wording "taken as prescribed" or "taken in the manner prescribed" is not present.
 - (xiii) The voluntary taking of any drugs prescribed for the insured by a licensed physician and intentionally not taken as prescribed.
 - (xiv) The voluntary taking of any drugs, whether legal or illegal, prescribed for the insured by a licensed physician and intentionally not taken as prescribed.
 - (xv) Sensitivity to drugs voluntarily taken, unless prescribed by a physician.
 - (xvi) Sensitivity to drugs, whether legal or illegal, voluntarily taken, unless prescribed by a physician.

(xvii) Drug addiction, unless addiction results from the voluntary taking of drugs prescribed or administered by a licensed physician or from the involuntary taking of drugs.

(xviii) Drug addiction, unless addiction results from the voluntary taking of drugs, whether legal or illegal, prescribed or administered by a licensed physician or from the involuntary taking of drugs, whether legal or illegal.

(xix) Voluntary taking of any poison except in the case of food poisoning.

(xx) Voluntary taking of any poison except in the case of accidental food poisoning.

(xxi) Voluntary inhaling of any kind of gas, except during the course of employment.

(xxii) Chronic alcoholism.

(xxiii) Directly or indirectly from the voluntary taking of alcohol alone or in combination with a drug, medication or sedative when this action results in legal intoxication as defined by Pennsylvania law. The company provides a certification that the Pennsylvania legal definition for intoxication will be used if the form does not refer to "intoxication as defined by Pennsylvania law."

(xxiv) Medical or surgical treatment.

(xxv) For dismemberment or loss of eyesight, loss must occur within ___ days of accidental bodily injury. Note: The specified number of days is not less than 90.

(2) The form contains none of the following exclusions and restrictions:

(i) Active duty as a member of the armed forces of any nation.

(ii) Riot or insurrection.

(iii) Participation in a strike.

(iv) Assault provoked by the insured.

(v) Gunshot or pistol wound, unless unintentionally caused by someone else.

(vi) Gunshot or pistol wound, unless intentionally or unintentionally caused by someone else.

(vii) Requiring a visible contusion or wound on the exterior of the body as a result of accidental injury.

(viii) Requiring that accidental bodily injury be evidenced by a visible wound or bruise, except in the case of drowning or internal injuries revealed by an autopsy.

(ix) Loss caused by a foreseeable injury. The noninclusion of this exclusion does not suggest that foreseeability has no bearing on whether a particular loss is due to an accident. Any such determination is the sole responsibility of the courts.

(x) Loss due to accidental means.

- (xi) A statement that accidental bodily injuries shall mean injuries caused by external violence.
- (xii) Air travel.
- (xiii) Air travel, except as a fare paying passenger on a regularly scheduled commercial airline.
- (xiv) Travel in any kind of military aircraft or seacraft or aircraft or seacraft operated for the armed forces.
- (xv) Illegal drug use.
- (xvi) Drug addiction.
- (xvii) Involuntary taking of drugs or poison.
- (xviii) Voluntary taking of drugs or poison.
- (xix) Voluntary inhalation of gas, except while conducting one's duties during the course of employment.
- (xx) Infection occurring as a direct result of accidental bodily injury.
- (xxi) Infection, other than a wound caused by an accident.
- (xxii) Ptomaine poisoning.
- (xxiii) Requiring that death occur within a specified number of days of accidental bodily injury. This does not comply with § 89.43 (relating to accidental death benefit).
- (xxiv) Other exclusions or restrictions that are unfair and unduly restrictive.

§ 90d.5. Termination of coverage.

The form discloses the conditions under which the coverage terminates.

- (1) The following conditions are disclosed if the benefit is provided by a rider:
 - (i) Written request from the owner for termination.
 - (ii) Termination of the policy.
 - (iii) Nonpayment of premium.
- (2) The following termination conditions are disclosed if applicable:
 - (i) Attainment of a stated age not younger than 60.
 - (ii) When a policy nonforfeiture option takes effect. This complies with § 89.42(e) (relating to nonforfeiture value requirements). Alternatively, this termination condition is disclosed in the policy.
- (3) The following termination condition is not present: receipt of benefits under a waiver of premium disability benefit or another kind of disability benefit.

§ 90d.6. Prohibited terminology.

The following terminology is not present:

- (1) The term "special," unless used in reference to or to designate one or more of the following: a premium payment mode, a premium rating class, a

settlement option or options under a policy. This complies with § 89.13(c) (relating to use of certain words and terms).

(2) The term “deposit,” unless used in conjunction with the word “premium” or the payment establishes a debtor-creditor relationship. This complies with § 87.28 (relating to reference to payment as “deposit”).

(3) The term “legal reserve,” the absence of which complies with Chapter 139 (relating to prohibited phrases).

(4) The term “franchise.”

(5) The term “sponsor” unless used in reference to an entity which pays all or part of the premium or is a pension or welfare plan sponsor under ERISA.

§ 90d.7. Inconsistent or contradictory language.

The form contains no inconsistent or contradictory language or provisions.

§ 90d.8. Fraternal benefit society.

If a form will be issued by a fraternal benefit society, nonstandard insurance terminology is or is not used. This complies with § 89.102(b)(3) (relating to guidelines for approval of forms).

§ 90d.9. Riders.

(a) If a rider will be attached to a policy after issue, the form contains an officer’s signature. If a rider will be attached to a policy only at issue, an officer’s signature is or is not present.

(b) A rider contains a form number. This complies with § 89b.11(b) (relating to general contents of form).

[Next page is 90e-1.]