MANUAL: Personnel Chapter Series CC--Commissioned Corps Personnel Manual Part 2--Commissioned Corps Personnel Administration

## DEPARTMENT OF HEALTH AND HUMAN SERVICES Public Health Service

Chapter CC29--Officers' Relations, Services and Benefits Subchapter CC29.4--Insurance Personnel INSTRUCTION 1--Servicemens' Group Life Insurance and Veterans' Group Life Insurance

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### Section A. Purpose and Scope

This INSTRUCTION describes insurance available to PHS commissioned officers under the Servicemens' Group Life Insurance (SGLI) and Veterans' Group Life Insurance (VGLI) programs. This INSTRUCTION also contains information on procedures by which PHS commissioned officers may participate in the SGLI or VGLI programs (including designation of beneficiaries, conversion of SGLI to VGLI upon separation or retirement, and collection by beneficiaries of insurance proceeds upon the death of the insured individual.

#### Section B. Authority

The SGLI program is authorized by Public Law 89-214, as amended (38 U.S.C. 765-776). The VGLI program is authorized by Public Law 93-289, as amended (38 U.S.C. 777-779). Pertinent regulations are contained in 38 C.F.R. Part 9.

#### Section C. Program Responsibility

- 1. The overall responsibility for administration of the SGLI and VGLI programs is vested in the Veterans Administration (VA).
- 2. Officer Services Branch (OSB), Division of Commissioned Personnel (DCP), Office of the Surgeon General (OSG), is responsible for assisting and counseling active duty officers regarding their participation in SGLI.

### Section D. Type and Amount of Insurance

 SGLI is a group life insurance policy purchased from a commercial life insurance company by the VA. The insurance issued under the group policy is term insurance.

- 2. Packets furnished to PHS officers when they are called to active duty contain Form SGLV 8290, "Servicemen's Group Life Insurance Certificate," which explains in general terms the officer's rights and benefits under SGLI and VGLI programs. Upon reporting for active duty, officers are automatically covered for the maximum sum available. However, an officer may elect in writing to cancel or change to a lesser amount of insurance within the limits allowed (see Exhibit I). Form SGLV 8286, "Servicemen's Group Life Insurance Election" (see Exhibit III), should be completed to reduce the amount of insurance coverage or to cancel the insurance entirely. A written request in memorandum form may be used if the form is not available.
- 3. When completed, signed, dated, and <u>witnessed</u>, Form SGLV 8286, or memorandum request, must be submitted to:

Officer Services Branch Division of Commissioned Personnel/OSG Room 4-35 Parklawn Building Rockville, Maryland 10857

The date on which the form or memorandum is received at the above address will determine the effective date of the action requested.

### Section E. Designation of Beneficiary

- L. An officer insured under SGLI may designate a veneficiary or beneficiaries to receive the proceeds of his or her life insurance in case of his or her death while insured. A beneficiary or contingent beneficiary may be any person, firm, corporation, or legal entity, individually or as a trustee. However, if the designation of a beneficiary is not made, an order of preference for beneficiaries is provided by law.
- 2. Designation or change of beneficiary should be made on From SGLV 8286, or by memorandum if the form is not available, and submitted to the address listed in Section D.3., above. The form or memorandum must be witnessed, signed, and dated by the witness, below the signature of the officer. The original is to be placed in the officer's personnel file. A copy is to be retained by the officer for information purposes.

#### Section F. Cost of Insurance

- 1. The cost of SGLI is shared by the member and the Federal Government.
- 2. Monthly contributions will be deducted automatically from the officer's pay. See Exhibit I for contribution rates. The first deduction from pay will include the full cost for the month of entry on active duty (regardless of date) plus a one-month advance premium. No deduction will be made from the officer's final pay for the month in which he/she separates from active duty.

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3. Refunds will not be made of amounts deducted for automatic coverage before the effective date of an election not to be covered, or an election for a reduced amount of insurance.

### Section G. Coverage While Officer Is on Leave Without Pay

To maintain SGLI coverage, an officer on leave without pay must pay the premium for coverage directly to OSB. His/her check or money order must be made out to the Department of Health and Human Services, and must be accompanied by a memorandum identifying the check or money order as a payment to cover the officer's share of his/her insurance. Payments to cover the amount that would normally be deducted from pay, must be made in advance on no less than a semi-annual basis. However, it is recommended that payments be made in advance on a yearly basis to best protect the interests of the officer. When the officer terminates the leave without pay status and continues on active duty, monthly deductions from his/her pay will again be taken automatically.

### Section H. Reinstatement

If an officer on active duty who had elected to cancel or reduce insurance, later wants to obtain or change coverage, application should be made on VA Form 29-8285, "Request for Insurance" (see Exhibit IV). The form should be completed in duplicate and signed in the presence of a witness who will complete the certification below the officer's signature. Both copies should be sent to OSB (see address in D.3.). Action will be initiated to withhold premiums effective on the date the VA Form 29-8285 is received in OSB. However, if the application is disapproved by the Office of Servicemen's Group Life Insurance (OSGLI), any premiums deducted will be credited to the officer's pay account.

### Section I. Conversion to VGLI

1. Upon separation or retirement, an officer's SGLI will continue automatically for 120 days. During that period VA will send to the officer a computer-printed From SGLV 8714-1, "Application for Veterans Group Life Insurance (Veterans Separated Less Than 120 Days)" (see Exhibit V), showing the necessary data. It will also contain information about continuing group coverage under the VGLI program. For members who are eligible to become insured under VGLI, the beneficiary election for SGLI will remain in effect for not more than 60 days following the effective date of VGLI coverage. Consequently, when SGLI is converted to VGLI, the insured should be sure to fill in the beneficiary designation portion of the form to redesignate beneficiaries. This form is then submitted directly to:

> Office of Servicemen's Group Life Insurance 212 Washington Street Newark, New Jersey 07102

- 2. a. VGLI is a five-year nonrenewable term policy purchased from a commercial company by the VA and administered by OSGLI. VGLI is issued in the amounts specified for SGLI. However, the VGLI policy may be in an amount no greater than that of the SGLI policy in effect upon separation or retirement. The application form and the first monthly premium payment payable to SGLI should be mailed to OSGLI (see I.1. above). Premiums may be made in advance on a quarterly, semi-annual, or annual basis. The cost of the insurance premium is based on the amount of insurance issued and on the age of the officer at the time the insurance is granted. For insurance amounts and rates see Exhibit II.
  - b. If information is not received from VA within a month of separation, the individual should write to OSGLI or his or her nearest VA office.
- 3. Unless totally disabled (see Section I.4. below), if the officer does not submit the premium and application within 120 days, he/she still may be granted VGLI. VA Form 20-8714-2 "Application for Veterans Group Life Insurance (Veterans Separated more than 120 Days)" (Exhibit VI), the initial premium, and evidence of insurability must be submitted to OSGLI within one year after the officer's SGLI coverage is terminated. VA Form 29-8714-2 may be obtained from OSGLI, or the nearest VA office.
- 4. If the veteran is totally disabled on the date of separation from service, SGLI coverage will continue for one year after the separation date or until the insured ceases to be totally disabled, whichever is the earlier date, but in no case prior to 120 days after separation date. The insured may apply for VGLI anytime during this one-year period that SGLI remains in effect. A medical examination and evidence of continuing disability may be requested. However, if the totally disabled veteran does not meet the requirements to apply for VGLI within the time limits set forth above, the coverage still may be granted. In such cases, an application (VA Form 29-8714-2), evidence of insurability, and the initial premium must be submitted to OSGLI within one year after the individuals SGLI coverage is terminated.
- 5. a. At the end of the five-year period, the insured has a right to convert such insurance to an individual policy with any one of the participating companies. Prior to the expiration date of VGLI, OSGLI will furnish the insured with information on how to convert to such policy and a list of eligible companies.
  - b. An application must be filed with and the first premium paid to, the company selected before the coverage under VGLI terminates.

## Section J. Death Claim

1. All claims for death benefits for any member who dies while insured under SGLI must be submitted to OSGLI (see address in I.1., above). Form SGLV

8283, "Claim for Death Benefits" (Exhibit VII), is to be used in submitting a claim. Upon notification of the death of an active duty member, the form is furnished by OSB to the beneficiary.

- 2. In the case of the death of a separated or retired officer insured by VGLI, notification of the death, accompanied by a certified copy of the death certificate, must be sent with Form SGLV 8283 to OSGLI by the beneficiary. OSGLI or the nearest VA office will furnish Form SGLV 8283 to the beneficiary upon request.
- 3. Upon receipt by OSGLI of due proof that an insured member has died, OSGLI will pay to the proper beneficiary the amount for which the member is insured under VGLI.

#### Section K. Miscellaneous

- 1. The SGLI and VGLI proceeds are not assignable. Payments of benefits to a beneficiary are exempt from taxation and are not subject to claims of creditors of the insured or creditors of the beneficiary except certain claims of the United States.
- 2. An officer may retain other Government or private insurance while insured under SGLI and VGLI.
- 3. The forms prescribed for use in the SGLI and VGLI programs are available upon request from OSB (see address in Section D.3 above).
- 4. Additional information about the SGLI and VGLI programs may be obtained from the officer's administrative officer, the CPOD Benefits Representative, and the nearest VA office.

### Section L. Privacy Act Provisions

Personnel records are subject to the Privacy Act of 1974. Commissioned Corps Personnel Manual, INSTRUCTION 7, Subchapter CC26.1, "Rights, Responsibilities and Personnel Records of PHS Officers Under the Privacy Act," sets forth the procedures to be followed in the maintenance of these records. The applicable system of records if 09-37-0002, "PHS Commissioned Corps General Personnel Records, HHS/OASH/OM."

### EXHIBIT I

## MONTHLY CONTRIBUTIONS FOR SGLI Effective January 1, 1984

Amount of Insurance*	Monthly Cost**
\$50,000	\$4.00
<b>\$</b> 40,000	3.20
\$30,000	2.40
\$20,000	1.60
\$10,000	.80

- NOTE: As set forth in Section D.2., officers may elect in writing not to participate in SGLI or may elect in writing an amount less than the \$50,000 maximum provided the lesser amount is evenly divisible by \$10,000.
- \* The amount of coverage was increased from the initial maximum by legislation in 1970, 1974, 1981, and 1985.
- \*\* Monthly cost of premium has been reduced as follows:

1965 - 20¢ per \$1000. 1972 - 17¢ per \$1000. 1978 - 15¢ per \$1000. 1982 - 11.6¢ per \$1000. 1984 - 8¢ per \$1000.

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## Exhibit II

## MONTHLY CONTRIBUTIONS FOR VGLI Effective July 1, 1986

Amount of Insurance	•••		Age at	Issuanc	e	<b>.</b>
<u></u>	29 and Below	30-34	35-44	45-49	50-59	60 and Over
\$50,000	\$6.00	\$10.00	\$17.00	\$21.00	\$26.00	\$37.50
\$40,000	4.80	8.00	13.60	16.80	20.80	30.00
\$30,000	3.60	6.00	10.20	12.60	15.60	22.50
\$20,000	2.40	4.00	6.80	8.40	10,40	15.00
\$10,000	1.20	2.00	3.40	4.20	5.20	7.50

NOTE: Individuals may elect in writing an amount that is no greater than that of the SGLI policy in effect upon separation and retirement. However, the amount elected must be evenly divisible by \$10,000.

## MONTHLY CONTRIBUTIONS FOR VGLI Prior to July 1, 1986

Amount of Insurance	Age at Issua Less Than 35	nce 35 and Over
	1688 Inall 37	JJ and Over
\$50,000	<b>\$</b> 8.50	\$17.00
\$40,000	6.80	13.60
\$30,000	5.10	10.20
\$20,000	3.40	6.80
\$10,000	1.70	3.40

EXHIBIT III

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540,000, 520,000, 510,000 insurance", or "I want no insurance" is you prefer. Reduced or refused insurance can be restored only by written requirements. <ul> <li></li></ul>				1. REDUCING C	R REFUSING INSU	ANCE		
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## EXHIBIT IV

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## EXHIBIT V

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# EXHIBIT VI

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## EXHIBIT VII

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