Traumatic Insurance Protection Under SGLI Coverage (TSGLI)

A Procedural Guide

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Part 1 - General Provisions of TSGLI

General Information

Traumatic injury protection under Servicemembers' Group Life Insurance (TSGLI) provides traumatic injury coverage for members of the uniformed services who are covered under Servicemembers' Group Life Insurance (SGLI). TSGLI pays a predetermined monetary benefit for losses that are incurred by the member as a result of a traumatic injury, such as a loss of a leg or an arm. The benefit is paid to the member, or the members' SGLI beneficiary if the member is deceased. TSGLI coverage was added to SGLI policies effective December 1, 2005.

Eligibility for TSGLI

All members of the uniformed services who have full-time or part-time Servicemembers' Group Life Insurance (SGLI) are automatically covered by TSGLI while the member is in service. TSGLI coverage automatically ends upon the members' separation or discharge from service. Spouses and children covered under Family SGLI are not covered by TSGLI.

Coverage Periods for Full-Time and Part-Time TSGLI

In general, members are covered under TSGLI for the same periods they are covered under SGLI. The only exception is that TSGLI coverage ends on the date the member separates from service, while SGLI coverage continues for a minimum of 120 days after the member separates from service. There are two situations that govern the TSGLI coverage period.

- 1) Member is covered under full-time SGLI
- Member is covered under part-time SGLI

1) Member is Covered Under Full-time SGLI

When a member is covered under full-time SGLI, the member's TSGLI coverage is full-time as well. This means the member is covered under TSGLI 365 days a year, both on and off duty. A service member is covered under full-time SGLI and therefore full-time TSGLI if the member meets one of the following conditions:

- The member performs active duty or active duty for training under a call or orders that specifies 31 days or more OR
- The member is a Ready Reservist who is assigned to a unit in which the member is scheduled to drill at least 12 times during the year. This includes members who are drilling for pay and members who are drilling for retirement points.

2) Member is Covered Under Part-time SGLI

When a member is covered under part-time SGLI, the member's TSGLI coverage is part-time as well. Part-time TSGLI only covers the member during the actual days of duty and while proceeding directly to and returning directly from their scheduled duty. A member is covered under part-time SGLI and therefore part-time TSGLI if the member meets one of the following conditions

- The member is a Ready Reservist who is under a call or order that specifies less than 31 days OR
- The member is a Ready Reservist who is not scheduled to drill at least 12 times during the year.

Note: Members eligible for part-time coverage become eligible for full-time coverage when they perform active duty or active duty for training, under calls or orders that specify 31 days or more.

When Coverage Begins

SGLI and TSGLI coverage begin automatically for service members who enter onto active duty or Ready Reserve service. Entry onto active duty or Ready Reserve service is defined as follows:

- A civilian who enlists in regular active duty
- A civilian who enlists in Ready Reserve
- A Ready Reservist who is mobilized to active duty status
- A Ready Reservist who is demobilized and returns to reserve status
- A member who completes active duty and is assigned to Ready Reserve

Qualifying for TSGLI Payment

Basic Requirements

In order to gualify for TSGLI payment, an insured member must meet all four of the following requirements:

- The member must suffer a scheduled loss (see Part 4, Scheduled Losses) that is a direct result of a traumatic event.
- 2) The member must have suffered the traumatic event before midnight of the day that the member separates from the uniformed services.
- 3) The member must suffer the scheduled loss within 730 days of the traumatic event.
- 4) The member must survive for a period of at least seven full days from the date of the traumatic event. The seven-day period begins on the date and time of the traumatic event, as measured by Zulu (Greenwich Meridian) time and ends 168 full hours later.

Additional Requirement for Retroactive Payments

Members who suffer a scheduled loss (see Part 4, Scheduled Losses) as a result of a traumatic event that occurred from October 7, 2001 through and including November 30, 2005, may qualify for a retroactive TSGLI payment. In order to qualify the member must meet the four basic requirements listed above as well as one of the two following requirements:

- The member must have been deployed outside the United States on orders in support of OEF or OIF at the time the traumatic event occurred, OR
- The member must have been serving in a geographic location that qualified the member for the Combat Zone Tax Exclusion under the Internal Revenue Service Code at the time the traumatic event occurred.

Note: Coverage under SGLI is not a requirement for retroactive TSGLI payment.

Injuries Excluded From TSGLI Payment

The following injuries are excluded from TSGLI payment:

- 1) Injuries caused by:
 - a) a mental disorder.
 - b) a mental or physical illness or disease, unless the illness or disease is caused by
 - a pyogenic (pus forming, often from a wound) infection*, biological, chemical, or radiological weapon**, or
 - accidental ingestion of a contaminated substance.***
 - c) attempted suicide,

- d) self-inflicted wounds,
- e) medical or surgical treatment of an illness or disease or
- the members' willful use of an illegal or controlled substance, unless administered or consumed on the advice of a medical doctor.
- 2) Injuries sustained while committing, or attempting to commit, a felony.

*Pyogenic infection: A member is injured in a car accident on February 28, 2006. She suffers injuries to her leg. Unfortunately, her wounds develop a pus-forming infection (pyogenic infection) and spread gangrene up her leg resulting in the loss of her leg on October 5, 2006. The member's loss would be covered by TSGLI.

**Chemical Weapon: A member is hit with the materials from a chemical weapon in Afghanistan on May 15, 2006. He develops an illness that causes the deterioration of his retinas resulting in the loss of his vision; the member's loss would be covered by TSGLI.

*** Accidental Ingestion of a Contaminated Substance: A member serving in Iraq is involved in a skirmish with enemy forces. He is forced to wait out the enemy for three days in a remote area. He only has a one-day supply of water. In order to survive, he drinks water from a small stream nearby. After escaping from his hiding place, the member returns to his base and becomes ill with vomiting, diarrhea, and a fever. After a number of days with these symptoms, the member falls into a coma for 20 days. It is determined that the illness causing the coma was a result of drinking contaminated water from the stream. The member's loss would be covered by TSGLI.

Amount Payable Under TSGLI

The maximum amount payable under TSGLI for all losses resulting from a single traumatic event is \$100,000. There are three scenarios that govern payments under TSGLI.

- 1) A single loss resulting from a single traumatic event
- 2) Multiple losses resulting from a single traumatic event
- 3) Multiple losses resulting from multiple traumatic events

1) A Single Loss Resulting From a Single Traumatic Event

When a member suffers a single loss from a single traumatic event, the member's TSGLI benefit will be the amount listed on the schedule of losses up to a maximum of \$100,000.

2) Multiple Losses Resulting From a Single Traumatic Event

When a member suffers multiple losses from a single traumatic event, the member's TSGLI benefit will be the amount for the highest paying scheduled loss up to a maximum of \$100,000.

Example: A member permanently loses sight in both eyes due to a traumatic event on April 1, 2006. The benefit under the schedule for permanent loss of sight in both eyes is \$100,000. The member loses one foot May 1, 2006, as a direct result of the same traumatic event. The benefit under the schedule for the loss of one foot is \$50,000. The member will be paid \$100,000 for permanent loss of sight, which is the higher paying scheduled loss.

3) Multiple Losses Resulting From Multiple Traumatic Events

When a member suffers multiple losses from multiple traumatic events, these events can be broken down into two categories, multiple traumatic events that occur within a seven-day period and multiple traumatic events that occur more than seven full days apart.

a) Multiple traumatic events that occur within a seven-day period

Multiple traumatic events that occur within seven days are treated as a single event. This seven-day period begins with the day on which the first traumatic event occurs. The member's TSGLI benefit will be the amount for the highest paying scheduled loss up to a maximum of \$100,000.

Example: A member loses a foot as a result of an IED explosion on Jan 1, 2006. On January 2, 2006, the vehicle transporting the injured member is involved in an accident. As a result of the accident, the member permanently loses sight in both eyes. The loss of sight carries a scheduled benefit of \$100,000 and the loss of 1 foot carries a scheduled benefit of \$50,000. Since the two traumatic events occurred within seven days of one another they are treated as a single event. The member's TSGLI benefit will be \$100,000 for permanent loss of sight, which is the higher paying scheduled loss.

b) Multiple traumatic events that occur more than seven full days apart

Multiple traumatic events that occur more than seven full days apart are treated as separate events, and the losses from each event are evaluated individually. The member's TSGLI benefit will be the amount for the highest paying scheduled loss *from each event* up to a maximum of \$100,000 *for each event*.

Example: A member loses sight in both eyes on May 1, 2006 as the result of a civilian motorcycle accident. The member submits a certification form for the loss of sight on May 30, 2006. The member is paid \$100,000 for the loss of sight.

The same member loses one foot due to an automobile accident that occurred on November 1, 2006. The member submits a second certification form for the second loss on December 1, 2006. Since the second event is more than 7 full days after the first event, the member is paid an additional \$50,000 for the loss of one foot. The member's total TSGLI benefit is \$150,000.

TSGLI Premiums

The premium for TSGLI is a flat rate of \$1 per month for both Active duty and Ready Reserve members with full-time SGLI coverage. Members with part-time coverage and members on funeral honors or one-day muster duty will pay the premium indicated in the table below.

| Duty Status | Premium |
|--------------------------------------|-----------------|
| Reservists w/part-time SGLI coverage | \$1.00 per year |
| Funeral honors & 1 day muster duty | No charge |

Note: These rates are determined by VA and are subject to change based on claims experience.

Part 2 - Ending TSGLI Coverage

General Information

The member cannot choose to decline TSGLI coverage only. TSGLI coverage is automatic for those members insured under SGLI. However, if the member declines SGLI, he or she is also declining TSGLI coverage.

TSGLI coverage will end due to any event that causes the member's SGLI coverage to end.

Ending TSGLI Coverage

TSGLI coverage ends due to the following events:

- 1) Member elects to decline SGLI coverage (SGLV form 8286)
- 2) Member is discharged from service
- 3) Member dies

1) Member Elects to Decline SGLI Coverage

When a member declines SGLI coverage by completing a SGLV Form 8286, the member's SGLI coverage and TSGLI coverage stay in effect until midnight of the last day of the month in which the member declines coverage. A premium for TSGLI is due for the month in which the member declines coverage. No further premiums are due until such time as the member restores SGLI coverage.

Example: The member submits SGLV Form 8286 to the unit on the 15th of the month to decline SGLI coverage. A premium is deducted from the member's pay for both SGLI and TSGLI for that month. The member loses a leg as a result of a car accident on the 25th of the same month. The member is still covered under TSGLI and will receive payment of \$50,000 for the loss of the leg.

2) Member is Discharged From Service

When a member is discharged from service, TSGLI coverage stays in effect until midnight of the day of discharge. TSGLI coverage is not in effect during the 120-day post-separation period or during a 2-year SGLI Disability Extension. A premium is due for the month in which the member is discharged. No further premiums are due.

3) Member Dies

When a member dies, a premium for TSGLI and SGLI is due for the month of the death. No further premiums are due.

Part 3 –Restoring TSGLI Coverage

General Information

The member can restore TSGLI coverage by restoring SGLI coverage. To restore SGLI, and therefore TSGLI, the member must complete SGLV Form 8285. The "good health" of the member is an issue in being eligible to restore SGLI coverage. The health questions on SGLV Form 8285 must be answered.

Restoring TSGLI Coverage

TSGLI coverage can be restored, after it has been ended, due to the following events:

- 1) Member's change in duty status* begins automatic maximum coverage
- 2) Member elects to restore SGLI coverage

*A "change in duty status" is defined as follows:

- A Ready Reservist who is mobilized to active duty status
- A Ready Reservist who is demobilized and returns to reserve status
- A member who completes active duty and is assigned to Ready Reserve

1) Member's Change in Duty Status Begins Automatic Maximum Coverage

After a member has declined SGLI coverage, and therefore TSGLI, a change in duty status will automatically begin both SGLI at the maximum level and TSGLI coverage. The member is not required to complete SGLV Form 8285 in this situation.

2) Member Elects to Restore SGLI Coverage

After a member has declined SGLI coverage, and therefore TSGLI coverage, he/she must complete a SGLV Form 8285 in order to restore his/her SGLI. TSGLI coverage is automatically restored if and when the service member's restoration of SGLI coverage is approved.

The member must answer all of the health questions on the form. If the member answers "Yes" to any of the health questions, the unit should refer the election to the Office of Servicemembers' Group Life Insurance (OSGLI) for a decision on coverage. No premiums for SGLI and TSGLI are due until OSGLI determines coverage is approved. If coverage is approved, premiums are due back to the month the election was received by the service.

Example: The member previously declined SGLI coverage, and therefore TSGLI coverage as well. The service member's election to restore SGLI coverage is received on February 8, 2006. Assuming all health questions are answered as "No", the premium deduction begins immediately with the February pay. If the member answers "Yes" to any health questions, OSGLI must approve the coverage before premiums begin. If OSGLI approves the coverage, the premiums begin with the February pay.

Part 4 - Schedule of Losses

General Information

A scheduled loss is a loss that is suffered as a result of a traumatic event and is listed on the schedule of losses. The Schedule of Losses (see Appendix C) outlines all the losses covered under TSGLI and the amount payable for each loss. Payments range from a minimum of \$25,000 to a maximum of \$100,000. This section is a guide for evaluating the type of loss suffered and evaluating the highest paying loss.

Evaluating the Type of Loss(es) Suffered

The Schedule of Losses lists 44 losses that are payable under TSGLI. The majority of these losses are straightforward and easily evaluated, but some items on the schedule warrant special explanation.

- 1) Quadriplegia, hemiplegia and paraplegia
- 2) Description of Activities of Daily Living (ADL)
- 3) Coma and/or loss of ADL due to traumatic brain injury
- 4) Coma and/or loss of ADL due to traumatic brain injury combined with another loss
- 5) Loss of ADL due to traumatic injury other than traumatic brain injury
- Break between consecutive periods of inability to perform ADL
- 7) Total and permanent loss of vision
- 8) Total and permanent loss of hearing
- 9) Total and permanent loss of speech
- 10) Loss of two thumbs or loss of thumb and index finger

1) Quadriplegia, Hemiplegia and Paraplegia

Quadriplegia, hemiplegia and paraplegia are defined as follows:

- Quadriplegia the complete and irreversible paralysis of all four limbs
- Paraplegia the complete and irreversible paralysis of both lower limbs
- Hemiplegia the complete and irreversible paralysis of the upper and lower limbs on one side of the body.

2) Description of Activities of Daily Living (ADL)

Activities of Daily Living (ADL) are routine self-care activities that a person normally performs every day without needing assistance. There are six basic ADL: eating, bathing, dressing, toileting, transferring (moving in and out of bed or chair with or without equipment) and continence (controlling bladder and bowel functions).

Determining if a Member Has a Loss of ADL

A member is considered to have a loss of ADL if the member is unable to perform two of the six activities of daily living without assistance. The table on the next page should be used to help to determine whether a member has lost the ability to perform a particular ADL.

| Activity | Can perform ADL | Unable to perform ADL |
|--------------|---|--|
| Eating | Eats without assistance or with minimal assistance | Needs assistance in eating or is fed |
| | | intravenously or by feeding tube |
| | | |
| | Examples: | Examples: |
| | Can get food from plate to mouth after another person | Needs assistance in eating or is fed by tube |
| | prepares and sets food before him/her | Unable to get food from a dish to his/her mouth |
| | Can take liquid nourishment by mouth through straw, cup, etc. | Unable to take nourishment by mouth |
| Dressing | Dresses without assistance or with minimal assistance | Needs assistance in getting dressed |
| | Evenueles | Framples |
| | Examples: | Examples: |
| | Able to put on socks and shoes, but needs help tying shoes Able to pull elething on or off, but needs assistance with | Unable to pull shirt over head or guide arms through sleeves |
| | Able to pull clothing on or off, but needs assistance with fastening garments (e.g. buttons, zippers) | Unable to put on socks or shoes |
| | Uses adaptive equipment to assist with dressing | - Unable to put on socks of shoes |
| Bathing | Bathes without assistance or with minimal | Needs assistance in bathing or cannot bathe |
| (tub, sponge | assistance | receas assistance in battling of carmot battle |
| bath or | doolotarioc | |
| shower) | Examples: | Examples: |
| | Bathes self completely | Unable to give oneself a sponge bath and needs |
| | Needs help in bathing one part of body such as back | assistance from another person to get into or out of |
| | Uses adaptive equipment to get into or out of tub | tub or shower |
| | Can get in and out of specially-adapted shower or tub | |
| | Needs bath drawn/shower turned on | |
| Transferring | Moves in and out of bed or chair without assistance | Needs assistance to get in and out of bed or |
| | or with minimal assistance (may use adaptive | chair |
| | equipment) | |
| | Examples: | Examples: |
| | Uses cane to steady oneself while moving between bed and | Cannot move between bed and chair without the |
| | chair | assistance of another person |
| | Can move in and out of bed with adaptive equipment | Needs to be lifted into or out of bed or chair |
| Toileting | Goes to and from toilet and performs associated | Needs assistance to go to and from toilet to |
| | personal hygiene without assistance or with minimal | relieve bladder or bowel or to perform |
| | assistance (may use adaptive equipment and may | associated personal hygiene |
| | use bedpan or urinal at night) | , , , , |
| | | |
| | Examples: | Examples: |
| | Can go to and from toilet with adaptive equipment | Cannot wipe self |
| | Uses toilet during the day, but uses bedpan at night | Unable to get on or off toilet without assistance from |
| Continones | Manager and acceptable housel and bladder from the | another person |
| Continence | Manages and controls bowel and bladder function | Unable to manage and control bowel and bladder function |
| | | Diaduel Iuliciion |
| | Examples: | Examples: |
| | Manages any device (e.g. catheter, colostomy bag) without | Needs daily assistance with changing incontinence |
| | assistance | garments |
| | Has occasional accidents | Caregiver manages device (e.g. catheter, colostomy |
| | 33333131131 333133113 | bag) |
| | | Has accidents daily |
| I . | 1 | |

3) Coma and/or Loss of ADL Due to Traumatic Brain Injury

Coma - When a member is in a coma due to a traumatic injury, TSGLI benefits will be paid based on the number of consecutive days the member is in a coma.

The duration of the coma includes the date the coma began and the date the member recovered from the coma.

Loss of ADL due to traumatic brain injury - When a member is unable to perform 2 of the 6 activities of daily living (ADL) due to a traumatic brain injury, TSGLI benefits will be paid based on the number of consecutive days the member has loss of ADL due to the brain injury.

The duration of the loss of ADL includes the date the member began to be unable to perform ADL and the date the member was again able to perform ADL.

Coma/ and loss of ADL due to traumatic brain injury (TBI) - When a member is in a coma due to a traumatic brain injury, TSGLI benefits will be paid based on the number of consecutive days the member is in a coma. If the member also has loss of ADL due to TBI, the time in a coma and the loss of ADL due to TBI must be analyzed as one continuous time period, not two separate time periods.

Benefits Schedule - Payments for coma and/or loss of ADL from traumatic brain injury will be made as follows:

- \$25,000 for 15 consecutive days
- \$25,000 for 30 consecutive days
- \$25,000 for 60 consecutive days
- \$25,000 for 90 consecutive days

Example 1 - Coma: On May 1, 2006, a member goes into a coma as the result of a military motor vehicle accident. The member recovers from the coma 60 days later on June 29, 2006. The member's TSGLI benefit will be \$75,000 for the 60 consecutive days in a coma. The benefit for the coma will be paid at three intervals, \$25,000 on the 15th consecutive day, \$25,000 on the 30th consecutive day and \$25,000 on the 60th consecutive day.

Example 2 - Coma and Loss of ADLI due to TBI: On May 1, 2006, a member goes into a coma as the result of a military motor vehicle accident. The member recovers from the coma 30 days later on May 31, 2006. However, the member remains unable to independently perform two of six activities of daily living due to traumatic brain injury (TBI) for an additional 30 days, until July 1, 2006. The member's TSGLI benefit will be \$75,000. The payment is broken down into:

\$50,000 for the 30 consecutive days in a coma, and \$25,000 for the additional 30 consecutive days of inability to independently perform two of six ADL due to TBI

4) Coma and/or Loss of ADL Due to Traumatic Brain Injury Combined with Another Loss

Coma combined with another loss – When a member suffers a coma in combination with another loss, TSGLI benefits will be paid based on the schedule of losses. In these cases the member's TSGLI

benefit will be the benefit for the loss plus the benefit for the number of consecutive days the member is in a coma up to a combined maximum payment of \$100,000.

The duration of the coma includes the date the coma began and the date the member recovered from the coma.

Benefits Schedule - Payments for coma will be made as follows:

- \$25,000 for 15 consecutive days
- \$25,000 for 30 consecutive days
- \$25,000 for 60 consecutive days
- \$25,000 for 90 consecutive days

Example: On May 1, 2006, a member goes into a coma as the result of an automobile accident. The member recovers from the coma 77 days later on July 16, 2006, and his doctor finds he has suffered total and permanent loss of speech. The member submits a TSGLI certification form on August 1, 2006. The benefit paid to the member will be \$50,000 for the loss of speech plus \$50,000 for 30 days in a coma. The \$50,000 benefit for the coma includes \$25,000 for 15 consecutive days and \$25,000 for 30 consecutive days.

Note: Even though the member's coma extended through 60 days an additional payment of \$25,000 will not be made because the combined payment cannot exceed the \$100,000 maximum.

Traumatic brain injury combined with another loss – When a member is unable to perform 2 of the 6 activities of daily living (ADL) due to a traumatic brain injury in combination with another scheduled loss, the TSGLI benefit will be paid based on the schedule of losses. In these cases the member's TSGLI benefit will be the benefit for the loss plus the benefit for the number of consecutive days the member has loss of ADL due to the brain injury up to a combined maximum payment of \$100,000.

The duration of the loss of ADL includes the date the member began to be unable to perform ADL and the date the member was again able to perform ADL.

Benefits Schedule - Payments for loss of ADL due to traumatic brain injury will be made as follows:

- \$25,000 for 15 consecutive days
- \$25,000 for 30 consecutive days
- \$25,000 for 60 consecutive days
- \$25,000 for 90 consecutive days

Example: A member suffers traumatic brain injury and permanently loses sight in one eye as the result of a helicopter accident. Beginning May 1, 2006, the member is unable to eat, transfer or toilet without assistance. Fifteen days later on May 15, 2006, the member regains the ability to eat, transfer and toilet. The member's TSGLI benefit will be \$50,000 for the loss of sight in one eye plus \$25,000 for 15 consecutive days of lost ADL due to brain injury.

Coma due to traumatic brain injury combined with another loss - When a member is in a coma due to a traumatic brain injury in combination with another loss, the TSGLI benefit will be paid based on the schedule of losses. The member's TSGLI benefit will be the benefit for the scheduled loss plus the

benefit for the number of consecutive days the member is in a coma. Loss of ADL due to the brain injury will only be considered after the member comes out of the coma.

Benefits Schedule - Payments for coma will be made as follows:

- \$25,000 for 15 consecutive days
- \$25,000 for 30 consecutive days
- \$25,000 for 60 consecutive days
- \$25,000 for 90 consecutive days

Example: A member is in a coma as the result of a traumatic brain injury suffered in a Humvee accident, and has lost one hand in the same accident. The coma began June 1, 2006 and the member recovered from the coma 18 days later on June 18, 2006. The member's TSGLI benefit will be \$50,000 for the loss of one hand plus \$25,000 for 18 days in a coma.

5) Loss of ADL Due to Traumatic Injury Other Than Traumatic Brain Injury

When a member is unable to perform 2 of the 6 activities of daily living (ADL) due to a traumatic injury other than traumatic brain injury, the TSGLI benefit will be paid based on the number of consecutive days the member is unable to perform ADL.

The duration of the loss of ADL includes the date the member began to be unable to perform ADL and the date the member was again able to perform ADL.

Benefit Schedule - Payments for loss of ADL due to traumatic injury other than brain injury will be made as follows:

- \$25,000 for 30 consecutive days
- \$25,000 for 60 consecutive days
- \$25,000 for 90 consecutive days
- \$25,000 for 120 consecutive days

Example: A member sustains shrapnel wounds to the pelvis and is unable to get out of the bed and unable to go to and from the bathroom for 31 days from May 1, 2006 through May 31, 2006. The member's TSGLI benefit will be \$25,000 for the 30 days of loss of ADL.

6) Break Between Consecutive Periods of Loss of ADL

If a member has a loss of ADL for a scheduled number of consecutive days, then regains the ability to perform ADL, the member must have a loss of ADL for the full length of the next scheduled payment interval in order to be eligible for another TSGLI payment. The member must sustain the loss of at least 2 of the 6 ADL for the entire period of days. The table and example below illustrate this situation.

| If the member has a loss of ADL for | then regains the ability to perform ADL | The member must have a loss of ADL for another | to receive the next TSGLI benefit payment. |
|-------------------------------------|---|--|--|
| 30 consecutive days | | 60 consecutive days | |
| 60 consecutive days | | 90 consecutive days | |

| 90 consecutive days | 120 consecutive days | |
|---------------------|----------------------|--|
| | | |

Example: A member is hospitalized with shrapnel wounds on January 1, 2006 and is unable to dress or bathe for 30 consecutive days. The member receives a benefit of \$25,000 for the 30-day loss of ADL. The member is discharged from the hospital on January 31, 2006. On March 1, 2006, the member has additional surgery and treatment for the shrapnel wounds and is again unable to bathe and dress.

In order to receive an additional payment for this second loss of ADL, the member must be unable to bathe and dress for 60 consecutive days from March 1, 2006.

7) Total and Permanent Loss of Vision

When a member has a loss of vision, the member will be considered eligible for a TSGLI benefit for total and permanent loss of vision if the member meets one of the following three standards:

| | If the member's visual acuity in at least one eye is | And their peripheral vision in at least one eye is | And the loss of vision will |
|----|--|--|---|
| 1. | 20/200 or less (worse) with corrective lenses | N/A | not improve (with reasonable certainty) throughout member's life. |
| 2. | Greater (better) than 20/200 with corrective lenses | a visual field of 20 degrees or less | not improve (with reasonable certainty) throughout member's life. |
| 3. | Non-existent due to complete loss of the eye (s) | N/A | N/A |

Note: Medical professional's guidance to applying this standard can be found in Appendix E.

8) Total and Permanent Loss of Hearing

When a member has a loss of hearing, the member will be considered eligible for a TSGLI benefit for total and permanent loss of hearing if the member meets the following standard:

| If the member's average hearing threshold sensitivity for air conduction in at least one ear is | And their bone conduction | and the loss of hearing will |
|---|------------------------------------|---|
| 80 decibels | is of corresponding maximal levels | not improve (with reasonable certainty) throughout member's life. |

Note: Medical professional's guidance to applying this standard can be found in Appendix E.

9) Total and Permanent Loss of Speech

When a member has a loss of speech the member will be considered eligible for a TSGLI benefit for total and permanent loss of speech if the member meets the following standard:

| If the member suffers | and the loss of speech will |
|---|---|
| An organic loss of speech (lost the ability to express oneself, both by voice and whisper, through normal organs for speech). * | not improve (with reasonable certainty) throughout member's life. |

^{*}If a member uses an artificial appliance, such as a voice box, to simulate speech, he/she is still considered to have suffered an organic loss of speech and is eligible for a TSGLI benefit.

Note: Medical professional's guidance to applying this standard can be found in Appendix E.

10) Loss of Two Thumbs or Loss of Thumb and Index Finger

When a member loses both thumbs or the thumb and index finger of the same hand, the member will be considered eligible for a TSGLI benefit for the loss of both thumbs or the loss of thumb and index finger if the member meets the following standards:

| If the member loses one thumb | and the other thumb | |
|---|---|--|
| at or above the Metacarpophalangeal joint * | at or above the Metacarpophalangeal joint | |

| If the member loses one thumb | and the index finger of the same hand | |
|--|---|--|
| at or above the Metacarpophalangeal joint* | at or above the Metacarpophalangeal joint | |
| | | |

^{*}The words "at or above" in the standard refers to the loss being "closer to the body" than the Metacarpophalangeal joint – in other words, loss of the entire finger.

Note: Medical professional's guidance to applying these standards can be found in Appendix E.

Evaluating the Highest Paying Loss

In some cases, the certifying official will need to evaluate multiple losses to determine the highest paying loss. Generally, the certifying official can do this by comparing the payment amounts for each loss and certifying payment for the loss with the highest payment. However, when a member is unable to perform 2 of the 6 activities of daily living (ADL) due to a scheduled loss this determination becomes more complicated.

When a Member has a Loss of ADL Due to a Scheduled Loss

When a member has a loss of ADL due to a scheduled loss, the certifying official must compare the scheduled payment for the loss to the scheduled payment for the loss of ADL. In some cases the member would receive a greater amount for loss of ADL than for a single loss. The table below illustrates this situation.

| The member | and scheduled payment is | The member also has loss of ADL for | and the scheduled payment is | The member's benefit will be |
|--------------|-----------------------------------|-------------------------------------|------------------------------------|-------------------------------|
| Loses a foot | \$50,000 | 30 consecutive days | \$25,000* | \$50,000 for the loss of foot |
| Loses a foot | \$50,000 | 60 consecutive days | \$50,000* | \$50,000 for the loss of foot |
| Loses a foot | \$50,000 | 90 consecutive days | \$75,000 * | \$75,000 for the loss of ADL |

^{*}The scheduled payment represents the total of the \$25,000 benefit payments made at 30-day intervals.

Part 5 - Procedures for Certification of TSGLI

General Information

The member must use the TSGLI Certification form, GL.2005.261, to apply for TSGLI benefits. The certification form is available from the branch of service or the Department of Veteran's Affairs Insurance website at **www.insurance.va.gov**. The member or anyone acting on behalf of the member may obtain the form.

The TSGLI Certification form has nine pages and is divided into three parts. Pages two and three are instructions for completing the certification form.

Social Security Number

A space for the member's Social Security number is provided in the upper right corner of pages 4 through 9 of the form. The member, guardian, or attorney-in-fact must fill in the Social Security Number on each of these pages.

Instructions for Completing the Form – Part A

Part A of the form provides information about the service member and/or his legal representative. It also gives us payment information and authorizes the service branch and OSGLI to request information about the service member.

Part A must be completed by: The service member, the appointed guardian, or the attorney-in-fact.

Section 1 - Service Member Information

Section 1 provides identifying information for the service member who is requesting TSGLI benefits. This section must be completed.

Section 2 – Guardian or Attorney-in-fact Information

Section 2 provides information about the service member's legal representative. This section is **only** completed the when service member is not receiving payment or if the service member is incapable of signing the form. If this section is completed, the guardian or attorney-in-fact must include one of the following 3 items:

- letters of guardianship
- letters of conservatorship, or
- power of attorney

Section 3– Payment Information

Section 3 provides information about how the TSGLI benefit should be paid. There are three methods of payment:

- 1. Electronic Funds Transfer (EFT) or
- 2. Prudential's Alliance Account®* or
- 3. Check

Service members can request either EFT or Alliance Account. Guardians or attorneys-in-fact can request either EFT or check. If a service member does not indicate a payment type, the TSGLI benefit will be paid through an Alliance Account. If a guardian or attorney-in-fact does not select a payment option, the TSGLI benefit will be paid by check.

*Prudential's Alliance Account is a registered trademark of the Prudential Insurance Company of America. BISYS Information Solutions, L.P. is the Administrator of the Prudential Alliance Account Settlement Option, a contractual obligation of the Prudential Insurance Company of America, located at 751 Broad Street, Newark, NJ, 07102-3777. Check clearing is provided by Bank One and processing support is provided by Integrated Payments Systems, Inc. Alliance Account balances are not insured by the Federal Deposit Insurance Corporation (FDIC). BISYS Information Solutions, L.P, Bank One, and Integrated Payments Systems are not Prudential Financial companies.

For more information about these payment options, see Part 6, Payment of TSGLI Benefits.

Section 4 - Signature

Section 4 provides the signature verifying the members identifying information and payment option selection. The service member, the guardian, or attorney-in-fact must sign section 4.

Authority - If the guardian or attorney-in-fact completes this section, they must also indicate their authority to act on behalf of the member (e.g. guardian, conservator, etc.)

Section 5 – Authorization to Release Information

Section 5 authorizes the release of the service member's medical and personal information to the branch of service and the Office of Servicemembers' Group Life Insurance (OSGLI). This section must be signed by the service member, the guardian or attorney-in-fact.

Instructions for Completing the Form – Part B

Part B of the form provides information about the service member's injuries, medical condition and inability to perform certain activities.

Part B must be completed by the attending medical professional. The attending medical professional can be a licensed physician, optometrist, nurse practitioner, registered nurse or physician assistant.

Patient Information Section

The patient information section provides the patient's name and the date and diagnosis of the patient's injuries. If the patient is deceased, the attending medical professional must insert the date, time and cause of death.

Amputation Section

The amputation section provides information about amputations suffered by the patient as a result of traumatic injury. Amputations indicated here must meet the standard for amputation under TSGLI.

If the loss meets the TSGLI standard, the medical professional must insert the date the amputations occurred. The following table gives the standard for amputation under the TSGLI program:

| To qualify for amputated | the loss must occur |
|--------------------------|--|
| feet (or legs) | at or above* the ankle |
| hands (or arms) | at or above* the wrist |
| fingers and thumbs | at or above* the Metacarpophalangeal joint (where the finger joins the hand) |

^{*}The words "at or above" in the standard refers to the loss being closer to the body.

Note: Medical professional's guidelines to applying this standard can be found in Appendix E.

Loss of Sight, Speech or Hearing Section

The loss of sight, speech or hearing section provides information about the total and permanent loss of sight speech or hearing suffered by the patient as a result of traumatic injury. Losses entered here must meet the standard for these types of losses under TSGLI.

If the loss meets the TSGLI standard, the medical professional must insert the date of loss. The following tables give the standards for loss of sight, speech and hearing under the TSGLI program:

Sight - To qualify for loss of vision the member must meet one of the following three standards:

| | The member's visual acuity in at least one eye is | And their peripheral vision in at least one eye is | And the loss of vision will |
|----|---|--|---|
| 1. | 20/200 or less (worse) with corrective lenses | N/A | not improve (with reasonable certainty) throughout member's life. |
| 2. | Greater (better) than 20/200 with corrective lenses | a visual field of 20 degrees or less | not improve (with reasonable certainty) throughout member's life. |
| 3. | Non-existent due to complete loss of the eye (s) | N/A | N/A |

Note: Medical professional's guidance to applying this standard can be found in Appendix E.

Speech - To qualify for loss of speech the member must meet the following standard:

| The member suffers | and the loss of speech will |
|---|---|
| an organic loss of speech (lost the ability to express oneself, both by voice and whisper, through normal organs for speech). * | not improve (with reasonable certainty) throughout member's life. |

^{*}If a member uses an artificial appliance, such as a voice box, to simulate speech, he/she is still considered to have suffered an organic loss of speech and is eligible for a TSGLI benefit.

Note: Medical professional's guidance to applying this standard can be found in Appendix E.

Hearing - To qualify for loss of hearing the member must meet the following standard.

| The member's average hearing threshold sensitivity for air conduction in at least one ear is | And their bone conduction | and the loss of hearing will |
|--|------------------------------------|---|
| 80 decibels | is of corresponding maximal levels | not improve (with reasonable certainty) throughout member's life. |

Note: Medical professional's guidance to applying this standard can be found in Appendix E.

Paralysis Section

The paralysis section provides information about paralysis suffered by the patient as a result of traumatic injury. In order to meet the standard for paralysis under TSGLI, the attending medical professional must be reasonably certain that paralysis is permanent and irreversible. If the patient's paralysis meets this standard, the medical professional must mark the box that indicates the type of paralysis and insert the date of onset.

Brain Injury or Coma Section

The brain injury or coma section provides information about traumatic brain injury (TBI) and coma suffered by the patient as a result of traumatic injury.

Coma - In order to meet the standard for coma under TSGLI, the patient must have been in a coma for at least 15 consecutive days. If the patient has suffered a coma, the medical professional must indicate the date of onset and duration of the coma. The table below outlines the duration periods.

| If the duration of the coma is | Then mark the |
|--------------------------------|---------------|
| 15 to 29 days | 15 days box |
| 30 to 59 days | 30 days box |
| 60 to 89 days | 60 days box |
| 90 or more days | 90 days box |

Inability to carry out Activities of Daily Living (ADL) as a result of traumatic brain injury – In order to meet the standard for inability to carry out ADL as a result of traumatic brain injury under TSGLI, the patient must have been unable to perform 2 of the 6 ADL for at least 15 consecutive days. If the patient meets this standard, the medical professional must indicate the date of onset, duration and the activities that cannot be performed. The duration periods are the same as outlined under Coma, above.

The table on the next page gives guidelines for determining whether a member has lost the ability to perform a particular ADL.

| Activity | Can perform ADL | Unable to perform ADL |
|--------------|--|---|
| Eating | Eats without assistance or with minimal assistance | Needs assistance in eating or is fed |
| | | intravenously or by feeding tube |
| | | |
| | Examples: | Examples: |
| | Can get food from plate to mouth after another person | Needs assistance in eating or is fed by tube |
| | prepares and sets food before him/her | Unable to get food from a dish to his/her mouth |
| | Can take liquid nourishment by mouth through straw, cup, etc. | Unable to take nourishment by mouth |
| Dressing | Dresses without assistance or with minimal assistance | Needs assistance in getting dressed |
| | Examples: | Examples: |
| | Able to put on socks and shoes, but needs help tying shoes | Unable to pull shirt over head or guide arms through |
| | Able to pull clothing on or off, but needs assistance with | sleeves |
| | fastening garments (e.g. buttons, zippers) | Unable to put on socks or shoes |
| | Uses adaptive equipment to assist with dressing | Chable to part of second of shoots |
| Bathing | Bathes without assistance or with minimal | Needs assistance in bathing or cannot bathe |
| (tub, sponge | assistance | 3 2 22 22 |
| bath or | | |
| shower) | Examples: | Examples: |
| | Bathes self completely | Unable to give oneself a sponge bath and needs |
| | Needs help in bathing one part of body such as back | assistance from another person to get into or out of |
| | Uses adaptive equipment to get into or out of tub | tub or shower |
| | Can get in and out of specially-adapted shower or tub | |
| T | Needs bath drawn/shower turned on | New descriptions to set the set of the description |
| Transferring | Moves in and out of bed or chair without assistance | Needs assistance to get in and out of bed or |
| | or with minimal assistance (may use adaptive | chair |
| | equipment) | |
| | Examples: | Examples: |
| | Uses cane to steady oneself while moving between bed and | Cannot move between bed and chair without the |
| | chair | assistance of another person |
| | Can move in and out of bed with adaptive equipment | Needs to be lifted into or out of bed or chair |
| Toileting | Goes to and from toilet and performs associated | Needs assistance to go to and from toilet to |
| | personal hygiene without assistance or with minimal | relieve bladder or bowel or to perform |
| | assistance (may use adaptive equipment and may | associated personal hygiene |
| | use bedpan or urinal at night) | |
| | | |
| | Examples: | Examples: |
| | Can go to and from toilet with adaptive equipment Uses toilet during the day, but uses hadnen at night. | Cannot wipe self Unable to get an exist relief without assistance from |
| | Uses toilet during the day, but uses bedpan at night | Unable to get on or off toilet without assistance from another person |
| Continence | Manages and controls bowel and bladder function | Unable to manage and control bowel and |
| Continence | Manages and controls bower and bladder function | bladder function |
| | | Sidded fullotton |
| | Examples: | Examples: |
| | Manages any device (e.g. catheter, colostomy bag) without | Needs daily assistance with changing incontinence |
| | assistance | garments |
| | Has occasional accidents | Caregiver manages device (e.g. catheter, colostomy |
| | | bag) |
| | | Has accidents daily |

Burns Section

The burns section provides information about burns to the face or body. In order to meet the standard for burns under TSGLI, burns must be third degree or worse and cover at least 30% of the body or cover at least 30% of the face. If the patient's burns meet this standard, the medical professional must indicate whether the member was burned on the face or the body and the percentage of the face or body covered by burns.

Other Traumatic Injuries Section

The other traumatic injuries section provides information about patients who are unable to perform activities of daily living (ADL) as a direct result of a traumatic injury other than traumatic brain injury. Do not use this section for traumatic injury to the brain.

In order to meet the standard for inability to carry out ADL as a result of traumatic injury (other than traumatic brain injury) under TSGLI, the patient must have been unable to perform 2 of the 6 ADL for at least 30 consecutive days (see ADL guidelines above). If the patient meets this standard, the medical professional must indicate the date of onset, duration and the activities that cannot be performed. The table below outlines the duration periods.

| If the duration of the inability to perform ADL is | Then mark the |
|--|---------------|
| 30 to 59 days | 30 days box |
| 60 to 89 days | 60 days box |
| 90 to 119 days | 90 days box |
| 120 or more days | 120 days box |

Explanation box - Additional information about the patient's injury should be provided in the explanation box. The medical professional should indicate what prevented the patient from performing the activities of daily living. Examples include, but are not limited to: cannot maintain own colostomy bag or feeding tube, sponge baths given by staff, constant bedpan usage and/or catheter.

Medical Professional's Signature

The attending medical professional must sign this section to certify the medical information provided.

Instructions for Completing the Form – Part C

Part C of the form provides information about the traumatic event that caused the member's loss and information on whether the member meets additional criteria required for TSGLI eligibility.

Part C must be completed by the certifying official at the member's branch of service. The certifying official should complete all required information, verify that the information is correct and provide supporting documentation if necessary. A list of all certifying officials is provided in Appendix B, Certifying Officials.

Section 6 – Traumatic Event Information

Section 6 provides information about the traumatic event that caused the member's loss.

Date and Time of the Traumatic Event – The certifying official should enter the date and time of the event in the boxes provided.

Was the member on duty when the event occurred? – The certifying official should indicate whether the member was on duty. The official should apply the same on duty standard as a line of duty investigation per DOD Regulation.

Hostile Action and Geographic Location – the certifying official should indicate if the event was a hostile action and the geographic location where the event occurred.

Description of Traumatic Event – The certifying official should enter a brief description of the traumatic event. Examples of traumatic events include:

- Military Motor Vehicle Accident
- Civilian Motor Vehicle Accident
- Military Aircraft Accident
- Civilian Aircraft Accident
- Civilian Motorcycle Accident
- Small Arms Attack
- RPG Attack
- IED Attack
- VBIED Attack
- Training Accident (Please clarify with additional description)

Note: The certifying official should use the additional comments box on page 9 to enter additional information about the event that does not fit in the description box.

Important Note - Verifying the Traumatic Event - The certifying official should use available sources such as the Defense Casualty Information Processing System (DCIPS) or appropriate civilian records such as a police report to verify the date and time of the traumatic event, the location of the traumatic event, the description of the traumatic event, and the status of the member at the time of the traumatic event.

Deceased Service Member - If the service member is deceased, the certifying official must:

- Indicate the date and cause of death
- Attach Report of Casualty (DD-1300) or civilian death certificate
- Attach SGLV 8286 indicating SGLI Beneficiary

Section 7 – Certification by Branch of Service

Section 7 provides information on whether the member meets additional criteria required for TSGLI eligibility. There are two types of claims, each with it's own eligibility criteria. They are:

- 1) Current Claims claims for traumatic events that occurred on or after December 1, 2005
- 2) **Retroactive Claims** claims for traumatic events that occurred between October 7, 2001 and December 1, 2005

Note: Traumatic events that occurred before October 7, 2001 are not eligible for TSGLI.

1) Current Claims

Was the service member covered under SGLI at the time of the traumatic event? – The certifying official must mark the appropriate box. If the member was not covered under SGLI, the official must attach SGLV 8286 declining coverage.

Does the traumatic injury event qualify for TSGLI under 38 CFR 9.20? – Certifying officials should use the checklist below to determine whether to certify the claim.

| TSGLI Certification Checklist - Current Claims | | |
|---|--|----------------------------|
| 1. Did the member survive for seven days (168 hours) from the date and | | Yes |
| time of the traumatic event? Time measurements must be made in Zulu (Greenwich Meridian) time. | | No (do not certify) |
| 2. Was the member's loss due to the member's attempted suicide while | | Yes (do not certify) |
| sane or insane? | | No |
| 3. Was the member's loss due to the medical or surgical treatment of an illness or disease? | | Yes (do not certify) No |
| Example: If the member's loss is only due to the treatment of a disease, such as a loss of foot due to diabetes, they do not qualify for TSGLI | | |
| 4. Was the member's loss due to a physical or mental illness or disease except illness or disease caused by: | | Yes (do not certify) No |
| a pyogenic infection (pus-forming infection often from a wound); a chemical, biological, or radiological event the accidental ingestion of a contaminated substance | | |
| Example: If a member was hit with the material from a chemical weapon in combat and develops an illness that causes deterioration of his retinas resulting in loss of vision, this member would be covered by TSGLI. | | |
| 5. Was the member's loss due to an intentionally self-inflicted injury or an attempt to inflict such injury? | | Yes (do not certify) No |
| 6. Was the member's loss due to the member's willful use of an illegal or controlled substance that was not administered or consumed on the advice of a medical doctor? | | Yes (do not certify) No |
| Explanation : This only applies if the member was using illegal/controlled substances and the use of these substances directly contributed to the loss they are claiming. | | |
| 7. Was the member's loss due to a traumatic injury that a member sustained while committing or attempting to commit a felony? | | Yes (do not certify) No |

2) Retroactive Claims

Was the service member covered under SGLI at the time of the traumatic event? – The certifying official does not need to mark this box for retroactive claims. For retroactive claims, members do not have to meet the requirement of being covered under SGLI at the time of the traumatic event.

Does the traumatic injury event qualify for TSGLI under 38 CFR 9.20? – Certifying officials should use the checklist below to determine whether to certify the retroactive claim.

| TSGLI Certification Checklist - Retroactive Claims | | |
|---|--|----------------------------|
| 1. Did the member experience the traumatic event between October 7, 2001, and November 30, 2005? | | Yes No (do not certify) |
| 2. Did the member experience a loss as a direct result of injuries incurred in Operation Enduring Freedom or Operation Iraqi Freedom and was he/she deployed outside the United States or been in a combat zone tax exclusion area (CTZE)? | | Yes No (do not certify) |
| 3. Did the member survive for seven days (168 hours) from the date and time of the traumatic event? Time measurements must be made in Zulu (Greenwich Meridian) time. | | Yes No (do not certify) |
| 4. Was the member's loss due to the member's attempted suicide while sane or insane? | | Yes (do not certify) No |
| 5. Was the member's loss due to the medical or surgical treatment of an illness or disease? | | Yes (do not certify) No |
| Example: If the member's loss is only due to the treatment of a disease, such as a loss of foot due to diabetes, they do not qualify for TSGLI | | |
| 6. Was the member's loss due to a physical or mental illness or disease except illness or disease caused by: a pyogenic infection (pus-forming infection often from a wound); a chemical, biological, or radiological event the accidental ingestion of a contaminated substance Example: If a member was hit with the material from a chemical weapon in combat and develops an illness that causes deterioration of his retinas resulting in loss of vision, this member would be covered by TSGLI. | | Yes (do not certify) No |
| 7. Was the member's loss due to an intentionally self-inflicted injury or an attempt to inflict such injury? | | Yes (do not certify) No |
| 8. Was the member's loss due to the member's willful use of an illegal or controlled substance that was not administered or consumed on the advice of a medical doctor? Explanation: This only applies if the member was using illegal/controlled substances and the use of these substances directly contributed to the loss they are | | Yes (do not certify) No |
| 9. Was the member's loss due to a traumatic injury that a member sustained while committing or attempting to commit a felony? | | Yes (do not certify) No |

Section 8 - Signature

The certifying official for the members' branch of service must complete Section 8.

Additional Comments Box

The additional comments box provides information that will clarify anything previously listed on the form. This includes: further details of the traumatic event, explanation of the losses (such as ADL), and any questions or issues that may be of concern.

If the certifying official is denying the claim, the official should use the additional comments box to explain the reason for the denial in detail.

Submitting the Certification Form to OSGLI

The certifying official of the member's branch of service will submit the certification form to OSGLI via email or fax. The email address is **osgli.claims@prudential.com**. The fax number is 1-877-832-4943. The branch of service should submit all certification forms to OSGLI, even if they are not certifying the claim as eligible or qualifying.

Submitting Multiple Certification Forms to OSGLI

Additional Losses from a Single Traumatic Event

A new complete certification form is required when the member sustains additional losses, even if the loss resulted from a previous traumatic event already submitted on a certification form.

Example: A member permanently loses sight in both eyes due to a traumatic event on April 1, 2006, and submits a certification form for the loss. On May 1, 2006, the member loses one foot, as a direct result of the same traumatic event. The member must submit a second certification form for the second loss.

Additional Losses from Multiple Traumatic Events

A new complete certification form is required when multiple traumatic events result in a separate losses sustained by the service member. Multiple traumatic events must occur more than seven days (168 hours) apart from the initial traumatic event.

Example: A member suffers the loss of one foot on May 1, 2006 and submits a certification form for the loss of foot. The same member suffers loss of sight in both eyes from another event that occurred on November 1, 2006. The member must submit a second certification form for the loss of sight in both eyes.

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Part 6 - Payment of TSGLI Benefits

General Information

Payment of TSGLI benefits will be in accordance with the published schedule of loss in 38 CFR 9.20 (see Part 4, Schedule of Losses).

Methods of Payment

There are three methods of payment for TSGLI benefits:

- 1) Electronic Funds Transfer (EFT)
- 2) Prudential's Alliance Account®*
- 3) Check

1) Electronic Funds Transfer (EFT)

The TSGLI benefit will be electronically credited to the bank account specified. This account should be the account of record for payroll purposes. Depending on the member's bank, payments will be credited three to five days from the date the payment is authorized.

Note: If the member does not choose EFT and there is no guardian or attorney-in-fact, the payment will be made through Prudential's Alliance Account.

2) Prudential's Alliance Account®*

The benefit will be deposited into Prudential's Alliance Account in the member's name. The Alliance Account is a personal interest bearing account, which gives the member ready access to the money, whenever it is needed. To use the account, the member can simply write a check for the withdrawal amount. The minimum withdrawal is \$250. The member may write checks as the money is needed or write out one check for the entire amount and close the account. The account will continue to earn interest as long as any balance is maintained in the account. This option is not available to a guardian or attorney-in-fact.

3) Check

Payment will be made by check only to a guardian or attorney-in-fact. This option is not available to the member.

TSGLI Beneficiary

The beneficiary of the TSGLI benefit is the member. If the member is incompetent, payment will be made to the guardian or attorney-in-fact under a power of attorney. Prudential's Alliance Account is not available to the guardian or attorney-in-fact.

If the member dies after qualifying for payment, the payment will be made to the member's listed SGLI Beneficiary(ies). The member must survive for seven days (168 hours) from the date of the traumatic event to be eligible for TSGLI.

^{*} Prudential's Alliance Account is a registered trademark of The Prudential Insurance Company of America. Open Solutions BIS, Inc. is the Administrator of the Prudential Alliance Account Settlement Option, a contractual obligation of The Prudential Insurance Company of America, located at 751 Broad Street, Newark, NJ 07102-3777. Check clearing is provided by JPMorgan Chase Bank, N.A. and processing support is provided by Integrated Payment Systems, Inc. Alliance Account balances are not insured by the Federal Deposit Insurance Corporation (FDIC). Open Solutions BIS, Inc., JPMorgan Chase Bank, N.A., and Integrated Payment Systems, Inc. are not Prudential Financial companies.

Taxes

The TSGLI benefit (like SGLI) is not taxable.

Beneficiary Financial Counseling Services (BFCS)

BFCS is available to the beneficiary of a TSGLI claim. BFCS provides free personal financial counseling to beneficiaries of TSGLI claims. The member will be notified of this benefit when they receive the TSGLI payment.

Part 7 – The Denial and Appeals Process

General Information

When the branch of service denies a member's TSGLI claim, the member can appeal the decision. The issue the member is appealing determines the appropriate organization and process to use in making the appeal.

Denials and appeals consist of the following actions:

- 1) **Denial:** The TSGLI certification from the branch of service certifying the TSGLI claim as not eligible and the subsequent letter released by OSGLI informing the member of this decision.
- 2) Appeal: The initiation by the member to seek a review of the initial denial decision by the branch of service or OSGLI and the subsequent administrative (Notices of Disagreement) and legal actions (suit in federal court) taken in response to the member's action.

Types of Appeals Handled by OSGLI

All appeals regarding whether the member was insured under basic SGLI, and therefore TSGLI, at the time of the traumatic event must be submitted to OSGLI.

Example: A member is hit by an improvised explosive device (IED) on January 10, 2006. At the time he was hit by the IED the member was not covered by Basic SGLI coverage. Due to the injuries the member suffered in the explosion, his leg is amputated on January 30, 2006. He applies for TSGLI in February 2006 and the uniformed service denies his claim as Basic SGLI, and therefore, TSGLI did not cover him, when he was injured on January 10, 2006. To appeal this denial of TSGLI benefits, the member must submit their appeal to OSGLI.

Appeals must be submitted in writing to OSGLI at:

Office of Servicemembers' Group Life Insurance 290 West Mount Pleasant Avenue Livingston, NJ 07039

Appeals to OSGLI should contain the following information:

- Identifying information (e.g. name, address, social security number, service number)
- The reasons why the member disagrees with the determination
- Documentation in support of the member's claim (e.g. Leave and Earnings Statements, SGLI Election Form),
- Written comments, documents, records and any other information relating to their claim

Types of Appeals Handled by the Branch of Service

Appeals on all issues other than whether the member was insured under SGLI at the time of the traumatic event must be submitted, in writing, to the appropriate branch of service.

Appeals to the branch of service should contain the following information:

- Identifying information (e.g. name, address, social security number, service number)
- The reasons why the member disagrees with the determination
- Documentation in support of the member's claim (e.g. medical records, Physical Evaluation Board Findings,

Written comments, documents, records and any other information relating to their claim

Appendix C provides the appropriate point of contact in each branch of service for the handling of TSGLI appeals.

Most Frequent Decisions Likely to be appealed to the Uniformed Service

The following is a list of the most frequent decisions that would need to be appealed to the uniformed services:

- 1) Decision that a member's loss did not meet the requirements for a loss under TSGLI
- 2) Decision that the member's loss did not occur within 730 days of the traumatic event causing the loss
- 3) Decision that the member's loss was not the direct result of a traumatic injury
- 4) Decision that the member's loss was due to a physical or mental illness or disease other than those covered under TSGLI
- 5) Decision that the member's loss is due to a traumatic injury willfully caused by the member's own actions
- 6) Decision that the member's medical treatment (e.g. surgery), in and of itself, is not considered a traumatic event

1) Decision that a member's loss did not meet the requirements for a loss under TSGLI

The member's claim is certified as not eligible because the member's loss did not meet the requirements outlined in the schedule of losses (see Part 4, Schedule of Losses).

Example: A member is injured in a car accident on February 1, 2006. As a result of the car accident he suffers 3rd degree burns on 20 percent of his body. His claim is certified as not eligible because the requirement for payment is that the burns not only be 3rd degree but cover 30 percent of his body. To appeal this denial of TSGLI benefits, the member must submit his appeal to the appropriate contact within his uniformed service.

2) Decision that the member's loss did not occur within 730 days of the traumatic event causing the loss

The member's claim is certified as not eligible because the member's loss did not occur within 730 days of the traumatic event (see Part 1, Qualifying for TSGLI Payment)

Example: A member is injured in a training accident on April 15, 2006. As a result of the accident she suffers severe damage to her arm. After much effort, her doctors are not able to save her arm and her arm is amputated on May 1, 2007. The claim is certified as not eligible because the loss occurred more than 730 days from the traumatic event causing the loss. To appeal this denial of TSGLI benefits, the member must submit her appeal to the appropriate contact within her uniformed service.

3) Decision that the member's loss was not the direct result of a traumatic injury

The member's claim is certified as not eligible because the member's loss was not the direct result of a traumatic injury but from some other cause (see Part 1, Qualifying for TSGLI Payment).

Example: A member has diabetes and her condition begins to cause problems to her leg resulting in the amputation of the leg on December 1, 2006. The claim is certified as not eligible because the loss was not a direct result of a traumatic event, but due to the member's diabetes. To appeal this denial of TSGLI benefits, the member must submit her appeal to the appropriate contact within her uniformed service.

4) Decision that the member's loss was due to a physical or mental illness or disease other than those covered under TSGLI

The member's claim is certified as not eligible because the member's loss was due to mental illness or disease and that illness or disease was not caused by:

- a pyogenic infection or,
- biological, chemical, or radiological weapons or,
- accidental ingestion of a contaminated substance

(see Part 1, Injuries Excluded from TSGLI Coverage)

Example: A member was involved in a small arms battle where he suffered a non-life threatening injury and also saw his friend get killed. He returns home and begins having nightmares and is so severely depressed that he cannot do two of the activities of daily living on his own (dressing and eating) for 30 days. His doctor diagnoses him with Post-Traumatic Stress Disorder (PTSD). The claim is certified as not eligible because the loss (the inability to dress or eat without assistance) for 30 days is the result of a mental illness and that illness was not caused by a pyogenic infection or by biological, chemical, or radiological weapons or accidental ingestion of a contaminated substance. To appeal this denial of TSGLI benefits, the member must submit his appeal to the appropriate contact within his uniformed service.

5) Decision that the member's loss is due to a traumatic injury caused by the member's own actions

The member's claim is certified as not eligible because the member's loss was due to a traumatic injury caused by one of the following actions on the part of the member:

- Attempting to commit suicide:
- A self-inflicted injury or attempting to self-inflict an injury;
- The member's willful use of an illegal or controlled substance, unless under the advice of a doctor; or
- Committing or attempting to commit a felony.

(see Part 1, Injuries Excluded from TSGLI Coverage)

Example: A member is injured in a motorcycle accident. After a police investigation, it is determined that the member was driving 100 miles per hour and rolled his motorcycle because he was high on crack cocaine. As a result of the accident he has a spine injury and is now a paraplegic. The claim is certified as not eligible because the loss is due to the member's willful use of an illegal substance. To appeal this denial of TSGLI benefits, the member must submit his appeal to the appropriate contact within his uniformed service.

6) Decision that the member's medical treatment (e.g. surgery), in and of itself, is not considered a traumatic event

The member's claim is certified as not eligible because the member's loss was due to a loss caused by medical treatment and medical treatment, in and of itself, is not considered a traumatic event. (see Part 1, Injuries Excluded from TSGLI Coverage)

Example: A member goes into the hospital on June 1, 2006 for surgery related to a brain aneurysm. During the surgery, the member goes into a coma and remains in a coma for 60 days. The claim is certified as not eligible because the loss is due to the medical treatment for a brain aneurysm. To appeal the denial of TSGLI benefits, the member must submit his appeal to the appropriate contact within his uniformed service.

Denials and Appeals Processing

Denials Processing

All denials of TSGLI benefits by the branch of service need to be submitted to OSGLI for comprehensive record keeping purposes and preparation and release of formal denial letters. Both denied certification forms and approved certification forms should be submitted to OSGLI.

OSGLI will send formal denial letters to all claimants whose TSGLI claim is denied. They will provide a copy of this letter to the appropriate branch of service point of contact for their records. All denial letters will contain the reason for the denial and an explanation of the member's appeal rights, specifically what they need to provide in their appeal and the office to which the appeal should be directed.

Appeals Processing

OSGLI and each branch of service has it's own administrative appeals process. Each organization's appeals process has at least two levels of review, as shown below.

| Organization | 1 st Level Review | 2 nd Level Review |
|--------------|--|--|
| OSGLI | If the member is appealing an issue of SGLI coverage, the Office of Servicemembers' Group Life Insurance will handle the review. | If the member's 1 st level appeal is denied, the member's can request a review of the claim by the Department of Veterans Affairs Insurance Center. OSGLI will forward the claim to the Department of Veterans Affairs. |
| Army | | |
| Navy | | |

| Organization | 1 st Level Review | 2 nd Level Review |
|---|--|---|
| Air Force – Active | If the member is appealing the medical certification in Part B, the Air Force Personnel Center, Physical Disability Division (HQAFPC/DPPD) will handle the review. If the member is appealing any other branch of service issue, the 1st level review will be adjudicated by the Commander, Air Force Personnel Center (HQ AFPC/CC) | If the member's 1 st level appeal of medical certification on Part B or any other branch of service issue is denied, they can petition the Air Force Board for Correction of Military Records (BCMR) for a review by submitting a DD- Form 149. |
| Air Force - Reserve | Same as above | Same as above |
| Marine Corps | | |
| Coast Guard | | |
| Public Health Service | If the member is appealing the medical certification in Part B, the USPHS Medical Review Board will handle the review | If the member's 1 st level appeal of medical certification on Part B or any other branch of service issue is denied, they can petition the Board for Correction of PHS Commissioned Corps Records for a review by submitting an application on Form PHS-6190 found at, http://www.psc.gov/correction/docs/PSC-54.pdf or on an exact facsimile. |
| National Oceanic and Atmospheric Administration | | |

Right to Sue in Federal Court

In addition to utilizing the administrative appeals process, members have the right to file suit in federal court to contest an adverse TSGLI decision. All appeal letters from OSGLI and the branch of service need to inform members of this right.

In the event a member files suit in federal court, the branch of service must provide OSGLI with any documents and records relating to the initial TSGLI denial and any subsequent appeals.

Denial and Appeal Records

Both the branch of service and OSGLI maintain certain records in the case of denials and appeals.

Denial Records

1) Records the Branch of Service Maintains

The branch of service maintains the following records (or copy of such records) for denials of claims by their service:

- A TSGLI Certification Form for each denial
- Any medical or other documentation used to substantiate a decision to deny the claim
- The letter sent to the member by OSGLI informing them of the denial and their appeal rights

2) Records OSGLI Maintains

OSGLI maintains the following records (or copy of such records) for all denials of claims:

- A record of all denied claims and the reasons for denial
- A TSGLI Certification Form for each denial
- The letter sent to the member informing them of the denial and their appeal rights

Appeal Records

1) Records the Branch of Service Maintains

The branch of service maintains the following records (or copy of such records) on all appeals directed to them:

- The member's letter indicating he/she is appealing the uniformed service's decision
- All materials provided by the member or by the branch of service used in a review of the original decision on appeal
- The letter sent to the member informing them of the branch of service's decision on appeal

2) Records OSGLI Maintains

OSGLI maintains the following records (or copy of such records) on appeals on whether the member was insured under SGLI at the time of the traumatic event:

- The member's letter indicating he/she is appealing the branch of service's decision
- All materials provided by the member or obtained from the branch of service or VA used in a review of the original decision on appeal
- The letter sent to the member informing them of OSGLI's decision on appeal

Reporting of Denied Claims and Appeals

Denied Claims

Comprehensive reports of denied claims can be obtained through OSGLI. OSGLI is the only organization maintaining centralized records on denials for all branches of service.

Branch of service points of contact are able to print their own denied claims reports on-demand through OSGLI's web reporting capabilities. If there is a new branch of service point of contact or if the point of contact is having problems with web reporting, contact the TSGLI Appeals Coordinator at OSGLI at 800-419-1473.

Appeals

Branch of service appeals points of contact must provide information on all appeal activity to OSGLI. They should provide the following information to OSGLI:

- Name of member appealing
- Social Security number of member appealing
- Dates of Appeal (1st level and 2nd level)
- Copy of all letters sent by the member to the branch of service
- Review status within branch of service (1st or 2nd level) submit information at the 1st level review and the 2nd level review
- Copy of all letters sent by the branch of service to the member in response to the appeal
- Final decision on appeal

OSGLI will provide similar information for all appeals on the issue of SGLI coverage.

All required information should be sent to **tsgliappeals.osgli@prudential.com**. OSGLI will take the information sent to this email box and associate it with the member's TSGLI file.

Flowchart of Denial and Appeals Process

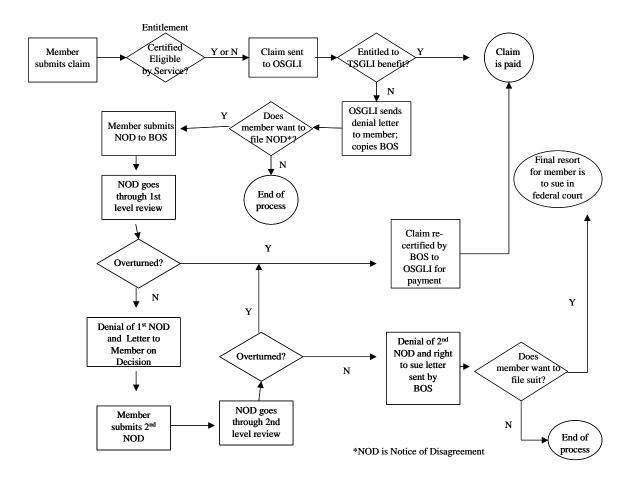
The flow charts below shows the sequence of events involved in:

- 1) A denial and appeal on an issue appealed to the branch of service
- 2) A denial and appeal where SGLI coverage is at issue and is appealed to OSGLI

1) Denial and Appeal on Issue Appealed to the Branch of Service

The member initially submits the TSGLI certification form to the branch of service. The branch of service forwards the certified claim as not eligible to OSGLI. OSGLI then sends the member a letter denying the TSGLI benefit and sends a copy of the letter to the branch of service point of contact. The member decides to appeal and does so in writing with a 1st Notice of Disagreement to their branch of service point of contact. The member's appeal goes through the first level of the internal review process within their branch of service. If the decision is made to overturn the original "not eligible" decision on the certified claim, the claim is re-certified to OSGLI and the claim is paid. If the decision is made to uphold the original "not eligible" decision on the certified claim, the member is sent a letter informing them of the decision and the next steps they can take to appeal the decision. If the member decides to appeal further, they need to submit a 2nd Notice of Disagreement to their branch of service point of contact. The member's appeal goes through the second level of the internal review process within their branch of service. If the decision is made to overturn the original "not eligible" decision on the certified claim, the claim is re-certified to OSGLI and the claim is paid. If the decision is made to uphold the original "not eligible" decision on the certified claim, the member is sent a letter informing them of the decision and informing them that their last resort in the appeal process is suing in federal court.

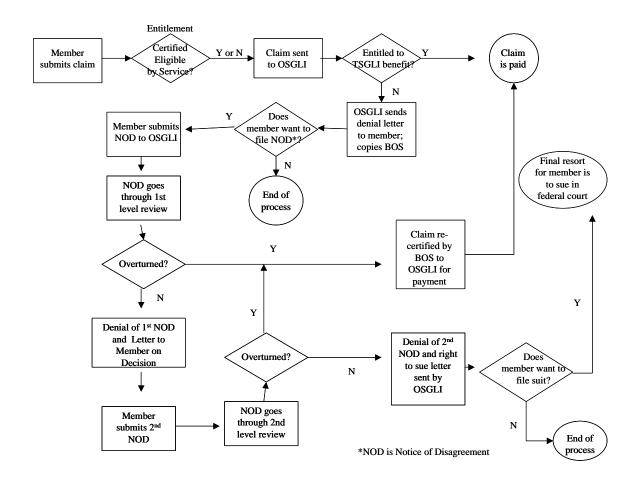
The branch of service appeals point of contact sends information to OSGLI's appeals email box at each stage of the appeal and OSGLI enters into their claims system. The member has the option to sue in federal court on the denial of a TSGLI benefit at anytime. If they do, OSGLI will need all information related to the case from the branch of service, as well as any related medical records.



2) Denial and Appeal Where SGLI Coverage is at Issue and is Therefore Appealed to OSGLI

The member initially submits the TSGLI certification form to the branch of service. The branch of service forwards the certified claim as not eligible to OSGLI. OSGLI then sends the member a letter denying the TSGLI benefit and sends a copy of the letter to the branch of service point of contact. The member decides to appeal and does so in writing with a 1st Notice of Disagreement to their branch of service point of contact. The member's appeal goes through the first level of the internal review process within OSGLI. If the decision is made to overturn the original "not eligible" decision on the certified claim, the claim is re-certified to OSGLI and the claim is paid. If the decision is made to uphold the original "not eligible" decision on the certified claim, the member is sent a letter informing them of the decision and the next steps they can take to appeal the decision. If the member decides to appeal further, they need to submit a 2nd Notice of Disagreement to OSGLI. The member's appeal goes through the second level of the internal review process within OSGLI. If the decision is made to overturn the original "not eligible" decision on the certified claim, the claim is re-certified to OSGLI and the claim is paid. If the decision is made to uphold the original "not eligible" decision on the certified claim, the claim is re-certified to OSGLI and the claim is paid. If the decision is made to uphold the original "not eligible" decision on the certified claim, the member is sent a letter informing them of the decision and informing them that their last resort in the appeal process is suing in federal court.

OSGLI enters information on the appeal into their claims system at each stage of the appeal. The member has the option to sue in federal court on the denial of a TSGLI benefit at anytime. If they do, OSGLI will need all information related to the case from the branch of service.



Part 8 - Appendices

Appendix A – Branch of Service Points of Contact for TSGLI Questions

| Service Branch | General Information | Claims Information |
|-------------------------------|--|--|
| Army | Phone: (800) 237-1336 Email: tsgli@conus.army.mil Web site: http://www.tsgli.army.mil/ | Submit Claims via fax: (866) 275-0684 Submit Claims via email: mailto:tsgli@conus.army.mil Submit Claims via postal mail: U.S. Army Physical Disability Agency Attn: TSGLI 200 Stovall Street, Suite 8N63 Alexandra, VA 22332-0470 |
| Navy | Phone: (800) 368-3202 Email: MILL_TSGLI@navy.mil (MILL_TSGLI@navy.mil) Web site: www.npc.navy.mil/CommandSupport/CasualtyAssistance/TSGLI/ | Submit Claims via fax: (901) 874-2265 Submit Claims via email: MILL TSGLI@navy.mil Submit Claims via postal mail: Navy Personnel Command Attn: PERS-62 5720 Integrity Drive Millington, TN 38055-6200 |
| Air Force (Active Duty) | Phone: (210)-565-3505 Email: afpc.casualty@randolph.af.mil Web site: http://www.afpc.randolph.af.mil/casualty | Submit Claims via fax: (210) 565-2348 Submit Claims via email: afpc.casualty@randolph.af.mil Submit Claims via postal mail: AFPC/DPFCS 550 C Street West, Suite 14 Randolph AFB, TX 78150-4716 |
| Air Reserves | Phone: (800) 525-0102 Ext 227 | Submit Claims via fax: (303) 676-6255 Submit Claims via email: ramon.roldan@arpc.denver.af.mil Submit Claims via postal mail: HQ, ARPC/DPPE 6760 E Irvington Place, #4000 Denver, CO 80280-4000 |
| Air National Guard | Phone: (703) 607-1239 | Submit Claims via fax: (703) 607-0033 Submit Claims via email: andrew.bair@ngb.ang.af.mil Submit Claims via postal mail: NCOIC, Customer Operations Air National Guard Bureau 1411 Jefferson Davis Hwy Suite 10718 Arlington, VA 22202 |

| Service Branch | General Information | Claims Information |
|-----------------------------|--|---|
| USMC | Phone: (877) 216-0825 or (703) 432-9277 Email: t-sgli@usmc.mil Web site: www.manpower.usmc.mil/tsgli | Submit Claims via fax: (888) 858-2315 Submit Claims via email: t-sgli@usmc.mil Submit Claims via postal mail: HQ, Marine Corps Attn: MI-TSGLI 3280 Russell Road Quantico, VA 22134 |
| Coast Guard | Phone: (202) 267-1648 Email: terrence.w.walsh@uscg.mil Web site: www.uscg.mil/hq/g-w/g-wp/g-wpm/g-wpm-2/sgli.htm | Submit Claims via fax: (202) 267-4823 Submit Claims via email: terrence.w.walsh@uscg.mil Submit Claims via postal mail: Commandant, US Coast Guard Attn: CG-12222 100 2ND St, NW Washington, DC 20593-0001 |
| Public Health Service | Phone: (301) 594-2963 | Submit Claims via fax: (301) 594-2973 or (800) 733-1303 Submit Claims via email: CompensationBranch@psc.hhs.gov Submit Claims via postal mail: PHS Compensation Branch Parklawn Building 5600 Fishers Lane, Rm 4-50 Rockville, MD 20857 |
| NOAA Corps | Phone: (301) 713-3453 Email: gregory.raymond@noaa.gov | Submit Claims via fax: (301) 713-4140 Submit Claims via email: gregory.raymond@noaa.gov Submit Claims via postal mail: Silver Spring Metro Plaza Director, Commissioned Personnel Center 8403 Colesville Rd, 5th Floor Silver Spring MD 20910 |

Appendix B – Branch of Service and OSGLI Appeals Point of Contact List

Branch of Service Appeals

| Branch of Service | Contact Name and Information | Mailing Addresses to Send Appeals |
|--|---|--|
| Army – Active and Reserve | Phone: (703) 325-9910 Email: tsgli@hoffman.army.mil | U.S. Army Physical Disability Agency Attn: TSGLI Appeals 200 Stovall Street Suite 8N63 Alexandria, VA 22332-047 |
| Navy – Active and Reserve | Mr. Ron Craddock Phone: (901) 874-6654 Email: ron.craddock@navy.mil Mailing Address: Navy Personnel Command Attn: PERS 62 5720 Integrity Drive Millington, TN 38055-6200 | All 1 st level appeal requests should be sent to: Navy Personnel Command Attn: PERS 62 5720 Integrity Drive Millington, TN 38055-6200 All 2 nd level appeal requests should be sent to: TSGLI Appeals Board Secretary of the Navy Council of Review Boards 720 Kennon Street, S.E., Room 309, Washington Navy Yard, D.C. 20374-5023 |
| Air Force Active | Mr. Thomas Perry Phone: (210) 565-3310/2410 Email: thomas.perry@randolph.af.mil Mailing Address: Department of the Air Force Attn: AFPC/DPWCS 550 C Street West, Suite 14 Randolph Air Force Base, TX 78150-6001 | All 1 st level appeal requests should be sent to: HQ AFPC/DPFC 550 C. Street West, Suite 14 Randolph AFB, TX 78150-4716 All 2 nd level appeal requests should be sent to: Board for Correction of Air Force Records SAF/MRBR 550 C. Street West, Suite 40 Randolph Air Force Base, TX 78150-4742 |
| Air Force Reserve (Non- Active Duty) | Mr. James F. Walsh, Jr. Phone: (703) 588-6063 Email: james.walsh@pentagon.af.mil | |

| Branch of Service | Contact Name and Information | Mailing Addresses to Send Appeals |
|----------------------|--|--|
| | Lt Col Will Coldoobs: dt | All 4st level amond resources |
| Marines | Lt. Col. Will Goldschmidt | All 1 st level appeal requests should be sent to: |
| | Phone: (703) 432-9277 Email: willie.goldschmidt@usmc.mil | HQ, Marine Corps |
| | Ernan. Willo.goldsorimat@dsmc.mii | ATTN: M4L-TSGLI |
| | Mr. Jeff Shattuck | 3280 Russell Rd Quantico, VA 22134 |
| | Phone: (703) 784-0773/4 | Quantico, VA 22104 |
| | Email: jeffrey.shattuck@usmc.mil | All 2 nd level appeal requests should |
| | Mailing Address: | be sent to: |
| | HQ, Marine Corps | TSGLI Appeals Board Secretary of the Navy Council of |
| | ATTN: M4L-TSGLI 3280 Russell Rd | Review Boards |
| | Quantico, VA 22134 | 720 Kennon Street, S.E., Room 309, |
| | | Washington Navy Yard, D.C. 20374- 5023 |
| | | 0020 |
| Coast Guard | Lt. Terrence Walsh | |
| | Phone : (202) 267-1648 | |
| | Email: twalsh@cmdt.uscg.mil | |
| | Mailing Address: | |
| | Coast Guard | |
| | Commandant (CG-122) Room 5500 TSGLI Administrator | |
| | 2100 2 nd St, SW | |
| | Washington, DC 20593-001 | |
| Public Health | Lt. Cmdr. Tiffany Edmonds | Executive Secretary |
| Service | Phone : (301) 594-2963 | Board for Correction of PHS |
| | Email: tedmonds@psc.gov | Commissioned Corps Records 5600 Fishers Lane |
| | Mailing Address: | Room 17-51 |
| | Public Health Service | Rockville, Maryland 20857 |
| | 5600 Fishers Lane, Room 4C-04 | |
| NI-d's | Rockville, MD 20857 | |
| National Oceanic and | Lt. Elizabeth Hobson-Powell | |
| Atmospheric | Phone: (301) 713-3444 Ext. 107 | |
| Administration | Email: elizabeth.hobson-powell@noaa.gov | |
| Corps | Mailing Address: | |
| | National Oceanic and Atmospheric Administration | |
| | Director (CPC) | |
| | TSGLI Administrator | |
| | 1315 East West Highway, Room 12100 Silver Spring, MD 20910-3282 | |
| | - C C. Cpinig, M.D. 20010 0202 | |

OSGLI Appeals

| Contact Name and Information | Mailing Addresses to Send Appeals |
|--|--|
| Ms. Cynthia Castell | All appeal requests should be sent to: |
| Phone: (800) 419-1473 Email: osgli.claims@prudential.com Mailing Address: | OSGLI 290 W. Mt. Pleasant Avenue Livingston, NJ 07039-2747 Attn: TSGLI Appeal |
| OSGLI 290 W. Mt. Pleasant Avenue Livingston, NJ 07039-2747 | |

Appendix C – Schedule of Losses

| lf th | e loss is | Then the amount that will be paid is | |
|-------|--|--------------------------------------|--|
| 1. | Total and permanent loss of sight in both eyes. | \$100,000 | |
| 2. | Total and permanent loss of hearing in both ears. | \$100,000 | |
| 3. | Loss of both hands at or above wrist. | \$100,000 | |
| 4. | Loss of both feet at or above ankle. | \$100,000 | |
| 5. | Quadriplegia. | \$100,000 | |
| 6. | Hemiplegia. | \$100,000 | |
| 7. | Paraplegia. | \$100,000 | |
| 8. | 3rd degree or worse burns, covering 30% of the body or 30% of the face. | \$100,000 | |
| 9. | Loss of one hand at or above wrist and one foot at or above ankle. | \$100,000 | |
| 10. | Loss of one hand at or above wrist and total and permanent loss of sight in one eye. | \$100,000 | |
| 11. | Loss of one foot at or above ankle and total and permanent loss of sight in one eye. | \$100,000 | |
| 12. | Total and permanent loss of speech and total and permanent loss of hearing in one ear | \$75,000 | |
| 13. | Loss of one hand at or above wrist and total and permanent loss of speech. | \$100,000 | |
| 14. | Loss of one hand at or above wrist and total and permanent loss of hearing in one ear. | \$75,000 | |
| 15. | Loss of one hand at or above wrist and loss of thumb and index finger of other hand. | \$100,000 | |
| 16. | Loss of one foot at or above ankle and total and permanent loss of speech. | \$100,000 | |
| 17. | Loss of one foot at or above ankle and total and permanent loss of hearing in one ear. | \$75,000 | |
| 18. | Loss of one foot at or above ankle and loss of thumb and index finger of same hand. | \$100,000 | |
| 19. | Total and permanent loss of sight in one eye and total and permanent loss of speech. | \$100,000 | |
| 20. | Total and permanent loss of sight in one eye and total and permanent loss of hearing in one ear. | \$75,000 | |
| 21. | Total and permanent loss of sight in one eye and loss of thumb and index finger of same hand. | \$100,000 | |
| 22. | Total and permanent loss of thumb of both hands, regardless of the loss of any other digits. | \$100,000 | |
| 23. | | \$100,000 | |
| 24. | Total and permanent loss of hearing in one ear and loss of thumb and index finger of same hand. | \$75,000 | |

| If the loss is | Then the amount that will be paid is |
|---|--|
| 25. Loss of one hand at or above wrist and coma. | \$50,000 for loss of hand plus the amount paid for coma as noted in Item 37 of this schedule up to a combined maximum of \$100,000. |
| 26 Loss of one foot at or above ankle and coma. | \$50,000 for loss of foot plus the amount paid for coma as noted in Item 37 of this schedule up to a combined maximum of \$100,000. |
| 27 Total and permanent loss of speech and coma. | \$50,000 for total and permanent loss of speech plus the amount paid for coma as noted in Item 37 of this schedule up to a combined maximum of \$100,000. |
| 28 Total and permanent loss of sight in one eye and coma. | \$50,000 for total and permanent loss of sight in one eye plus the amount paid for coma as noted in Item 37 of this schedule up to a combined maximum of \$100,000. |
| 29 Total and permanent loss of hearing in one ear and coma. | |
| 30 Loss of thumb and index finger of same hand and coma. | \$50,000 for loss of thumb and index finger of the same hand plus the amount paid for coma as noted in Item 37 of this schedule up to a combined maximum of \$100,000. |

| lf tł | ne loss is | Then the amount that will be paid is | |
|-------|---|--|--|
| 31 | Total and permanent loss of sight in one eye and inability to carry out activities of daily living due to traumatic brain injury. | \$50,000 for loss of sight in one eye plus the amount paid for the inability to carry out activities of daily living due to traumatic brain injury as noted in Item 37 of this schedule up to a combined maximum of \$100,000. | |
| 32 | Loss of one hand at or above wrist and inability to carry out activities of daily living due to traumatic brain injury. | \$50,000 for loss of hand plus the amount paid for the inability to carry out activities of daily living due to traumatic brain injury as noted in Item 37 of this schedule up to a combined maximum of \$100,000. | |
| 33 | Loss of one foot at or above ankle and inability to carry out activities of daily living due to traumatic brain injury. | \$50,000 for loss of foot plus the amount paid for the inability to carry out activities of daily living due to traumatic brain injury as noted in Item 37 of this schedule up to a combined maximum of \$100,000. | |
| 34 | Loss of thumb and index finger of same hand and inability to carry out activities of daily living due to traumatic brain injury. | \$50,000 for loss of thumb and index finger plus the amount paid for the inability to carry out activities of daily living due to traumatic brain injury as noted in Item 37 of this schedule up to a combined maximum of \$100,000. | |
| 35 | Total and permanent loss of hearing in one ear and inability to carry out activities of daily living due to traumatic brain injury. | \$25,000 for total and permanent loss of hearing in one ear plus the amount paid for the inability to carry out activities of daily living due to traumatic brain injury as noted in Item 37 of this schedule up to a combined maximum of \$100,000. | |

| lf th | ne loss is | Then the amount that will be paid is | |
|-------|---|---|--|
| 36 | Total and permanent loss of speech and inability to carry out activities of daily living due to traumatic brain injury. | \$50,000 for total and permanent loss of speech plus the amount paid for the inability to carry out activities of daily living due to traumatic brain injury as noted in Item 37of this schedule up to a combined maximum of \$100,000. | |
| 37 | Coma from traumatic injury and/or the inability to carry out activities of daily living due to traumatic brain injury. Note 1: Benefits will not be paid under this schedule for concurrent conditions of coma and traumatic brain injury. Note 2: Duration of coma includes the day of onset of the coma and the day when the member recovers from coma. Note 3: Duration of the inability to carry out activities of daily living due to traumatic brain injury includes the day of the onset of the inability to carry out activities of daily living and the day the member once again can carry out activities of daily living. | At 30th consecutive day in a coma, and/or the inability to carry out activities of daily living - Additional \$25,000 At 60th consecutive day in a coma, and/or the inability to carry out activities of daily living - Additional \$25,000 At 90th consecutive day in a coma, and/or the inability to carry out activities of daily living - Additional \$25,000 (Benefits can be paid for both conditions only if experienced consecutively, not | |
| 38 | Total and permanent loss of speech. | concurrently.) \$50,000 | |
| 39 | Loss of one hand at or above wrist. | \$50,000 | |
| 40 | Loss of one foot at or above ankle. | \$50,000 | |
| 41 | Total and permanent loss of sight in one eye. | \$50,000 | |
| 42 | Loss of thumb and index finger of same hand. | \$50,000 | |
| 43 | Total and permanent loss of hearing in one ear. | \$25,000 | |

| If the loss is | | Then the amount that will be paid is |
|----------------|---|--|
| 44 | The inability to carry out activities of daily living due to loss directly resulting from a traumatic injury other than an injury to the brain. | At 30th consecutive day of the inability to carry out activities of daily living – |
| | <u>Note</u> : Duration of the inability to carry out activities of daily living includes the day of onset of the inability to carry out activities of | \$25,000 |
| | daily living and the day when the member can once again carry out activities of daily living. | At 60th consecutive day of the inability to carry out of |
| İ | 3 | activities of daily living – Additional \$25,000 |
| | | At 90th consecutive day of the inability to carry out activities of daily living – Additional \$25,000 |
| | | At 120th consecutive day of the inability to carry out activities of daily living – Additional \$25,000 |

Appendix D: Medical Professional's Guidance for Applying Standards

1. Total and Permanent Loss of Vision

Standards

A member will be considered eligible for a TSGLI benefit for total and permanent loss of vision if the member meets one of the following three standards:

| | If the member's visual acuity in at least one eye is | And their peripheral vision in at least one eye is | And the loss of vision will |
|----|--|--|---|
| 1. | 20/200 or less (worse) with corrective lenses | N/A | not improve (with reasonable certainty) throughout member's life. |
| 2. | Greater (better) than 20/200 with corrective lenses | a visual field of 20 degrees or less | not improve (with reasonable certainty) throughout member's life. |
| 3. | Non-existent due to complete loss of the eye (s) | N/A | N/A |

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| Standards for Visual Acuity and Peripheral Vision | Will be measured by: |
|---|---|
| Visual acuity of 20/200 or less (worse) with corrective lenses | the inability to recognize test letters at 1 foot (.30m) and when further examination of the eyes reveals that perception of objects, hand movements or counting fingers cannot be accomplished at 3 feet (.91m.), lesser extents of visions, particularly perception of objects, hand movements, or counting fingers at distances less than 3 feet (.91 m.), being considered of negligible utility. (38 CFR 4.79 – VA Schedule of Rating Disabilities) Note: In applying the ratings for impairment of visual acuity, a person not |
| | having the ability to read at any one of the scheduled steps or distances, but reading at the next scheduled step or distance, is to be rated as reading at this latter step or distance. That is, a person who can read at 20/100 (6/30) but who cannot at 20/70 (6/21), should be rated as seeing at 20/100 (6/30). (38 CFR 4.83 – VA Schedule of Rating Disabilities) |
| Visual field of 20 degrees or less (limitation to peripheral vision) | The usual perimetric methods at a distance of 330 mm. under illumination of not less than 7-foot candles. For the phakic eye (the eye with a lens), a 3 mm. white disc target will be used, and for the aphakic eye (the eye without a lens), a 6 mm. white disc target will be used. In neither instance should corrective spectacle lenses be worn during the examination. |
| | (Social Security Disability Blue Book) |

2. Total and Permanent Loss of Hearing

Standard

A member will be considered eligible for a TSGLI benefit for total and permanent loss of hearing if the member meets the following standard:

| If the member's average hearing threshold sensitivity for air conduction in at least one ear is | And their bone conduction | and the loss of hearing will |
|---|------------------------------------|---|
| 80 decibels | is of corresponding maximal levels | not improve (with reasonable certainty) throughout member's life. |

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| Hearing Threshold Sensitivity for Air Conduction and corresponding Bone Conduction | Will be measured by: |
|--|---|
| 80 decibels | Utilizing pure-tone audiometry. A hearing threshold sensitivity measurement of 80 decibels should be reached by obtaining a pure-tone average (PTA). The PTA is the average of pure tone hearing thresholds at 500, 1000, and 2000 Hz. Examinations will be conducted without the use of hearing aids or other hearing amplification device. (38 CFR 4.85 – VA Schedule of Rating Disabilities) |

3. Total and Permanent Loss of Speech

Standard

A member will be considered eligible for a TSGLI benefit for total and permanent loss of speech if the member meets the following standard:

| If the member suffers | and the loss of speech will |
|---|---|
| An organic loss of speech (lost the ability to express oneself, both by voice and whisper, through normal organs for speech). | not improve (with reasonable certainty) throughout member's life. |

^{*}If a member uses an artificial appliance, such as a voice box, to simulate speech, he/she is still considered to have suffered an organic loss of speech and is eligible for a TSGLI benefit.

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| Guidance to Applying the Standard for Medical Professionals | | |
|---|--|--|
| Organic Loss of Speech | Will be measured by: | |
| Lost the ability to express oneself, both by voice and whisper, through normal organs for speech. | Evaluating the following aspects of speech: Audibility the ability to speak at a level sufficient to be hear; Intelligibility the ability to articulate and to link the phonetic units of speech with sufficient accuracy to be understood; and | |
| organs for speech. | Functional efficiency the ability to produce and sustain a serviceably fast rate of speech output over a useful period of time. | |
| | When at least <i>one</i> of these attributes is missing, overall speech function is not considered effective. | |
| | Assessments of speech proficiency should be made by an otolaryngologist or a speech therapist whose evaluation should be based both on personally listening to the claimant's speech and on a history of the claimant's performance in everyday living. The findings should be sufficient to provide the physician with a clear picture of the individual's speech capacity. Such an analysis would cover the attributes of speech discussed above and would include a detailed description of the following points: | |
| | The intensity of speech (audibility) the conditions under which the individual can and cannot be heard (e.g., in quiet surroundings, noisy places, a moving automobile); the maximum distance at which individuals can be heard; whether their voices tend to become inaudible, and if so, after how long; The ability to articulate (intelligibility) the frequency of any difficulties with pronunciation, the extent to which the individual is asked to repeat, and | |
| | 3. The rate of speech and the degree of ease with which the individual's speech flows (functional efficiency) how long he or she is able to sustain consecutive speech; the number of words spoken without interruption or hesitancy; whether he or she appears fatigued, and if so, after how long. (Social Security Regulation 82-57 Loss of Speech) | |

4. Loss of Two Thumbs or Loss of Thumb and Index Finger

Standard

A member will be considered eligible for a TSGLI benefit for the loss of both thumbs or the loss of thumb and index finger if the member meets the following standards:

| If the member loses one thumb | And the other thumb |
|---|---|
| at or above the metacarpophalengeal joint * | at or above the metacarpophalangeal joint |
| | |

| If the member loses one thumb | And the index finger of the same hand |
|--|---|
| at or above the metacarpophalangeal joint* | at or above the metacarpophalangeal joint |
| | |

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| Loss of Thumbs and Index Finger | Requires |
|---|---|
| at or above the metacarpophalangeal joint | The loss of the entire thumb on both hands or the loss of the entire thumb and the loss of the entire index finger of the same hand to the metacarpophalangeal joint as shown below: Distal interphalangeal joints |
| | Proximal interphalangeal joints metacarpophalangeal joints |
| | Please be aware that the words "at or above" in the standard refers to the loss being "closer to the body" than the metacarpophalangeal joint – in other words, loss of the entire finger. |