

§ 9.20

38 CFR Ch. I (7–1–11 Edition)

To Be Completed by Physician

Attending Physician's Certification

Patient's name: _____
Patient's Social Security Number: _____
Diagnosis: _____
ICD–9–CM Disease Code *: _____
Description of present medical condition
(please attach results of x-rays, E.K.G. or
other tests): _____
Is the patient capable of handling his/her
own affairs? Yes _____ No _____
The patient applied for an accelerated ben-
efit under his/her government life insurance
coverage. To qualify, the patient must have
a life expectancy of nine (9) months or less.
Does your patient meet this requirement?
Yes _____ No _____
Attending Physician's name (please print): _____
State in which you are licensed to practice: _____
Specialty: _____
Mailing address: _____
Telephone number: _____
Fax Number: _____
Signature: _____
Date: _____

*ICD–9–CM is an acronym for International
Classification of Diseases, 9th revision, Clin-
ical Modification.

To Be Completed by Personnel Office of Servicemember's Unit

(Complete this form only if the applicant for
Accelerated Benefits is covered under SGLI.)

Branch of Service Statement

Servicemember's name: _____
Social Security Number: _____
Branch of Service: _____
Amount of SGLI coverage: \$ _____
Monthly premium amount: \$ _____
Name of person completing this form: _____
Telephone Number: _____
Fax Number: _____
Title of person completing this form: _____
Duty Station and address: _____
Signature of person completing this form: _____
Date: _____

Notice: It is fraudulent to complete these
forms with information you know to be false
or to omit important facts. Criminal and/or
civil penalties can result from such acts.

(g) *Who decides whether or not an Ac-
celerated Benefit will be paid to you?* The
Office of Servicemembers' Group Life
Insurance will review your application
and determine whether you meet the
requirements of this section for receiv-
ing an Accelerated Benefit.

(1) They will approve your applica-
tion if the requirements of this section
are met.

(2) If the Office of Servicemembers'
Group Life Insurance determines that
your application form does not fully
and legibly provide the information re-
quested by the application form, they
will contact you and request that you
or your physician submit the missing
information to them. They will not
take action on your application until
the information is provided.

(h) *How will an Accelerated Benefit be
paid to you?* An Accelerated Benefit
will be paid to you in a lump sum.

(i) *What happens if you change your
mind about an application you filed for
Accelerated Benefits?* (1) An election to
receive the Accelerated Benefit is made
at the time you have cashed or depos-
ited the Accelerated Benefit. After that
time, you cannot cancel your request
for an Accelerated Benefit. Until that
time, you may cancel your request for
benefits by informing the Office of
Servicemembers' Group Life Insurance
in writing that you are canceling your
request and by returning the check if
you have received one. If you want to
change the amount of benefits you re-
quested or decide to reapply after can-
celing a request, you may file another
application in which you request either
the same or a different amount of bene-
fits.

(2) If you die before cashing or depos-
iting an Accelerated Benefit payment,
the payment must be returned to the
Office of Servicemembers' Group Life
Insurance. Their mailing address is 290
W. Mt. Pleasant Avenue, Livingston,
New Jersey 07039.

(j) *If you have cashed or deposited an
Accelerated Benefit, are you eligible for
additional Accelerated Benefits?* No.

(Approved by the Office of Management and
Budget under control number 2900–0618)

(Authority: 38 U.S.C. 1965, 1966, 1967, 1980)

[67 FR 52413, Aug. 12, 2002]

§ 9.20 Traumatic injury protection.

(a) *What is traumatic injury protection?*
Traumatic injury protection provides
for the payment of a specified benefit
amount to a member insured by
Servicemembers' Group Life Insurance
who sustains a traumatic injury di-
rectly resulting in a scheduled loss.

(b) *What is a traumatic event?* (1) A
traumatic event is the application of

external force, violence, chemical, biological, or radiological weapons, or accidental ingestion of a contaminated substance causing damage to a living being occurring—

- (i) On or after December 1, 2005, or
- (ii) On or after October 7, 2001, and through and including November 30, 2005, if the scheduled loss is a direct result of a traumatic injury incurred in Operation Enduring Freedom or Operation Iraqi Freedom.

(2)(i) The term *incurred in Operation Enduring Freedom* means a service member was deployed outside of the United States on orders in support of Operation Enduring Freedom or served in a geographic location that qualified the service member for the Combat Zone Tax Exclusion under 26 U.S.C. 211.

(ii) The term *incurred in Operation Iraqi Freedom* means a service member was deployed outside of the United States on orders in support of Operation Iraqi Freedom or served in a geographic location that qualified the service member for the Combat Zone Tax Exclusion under 26 U.S.C. 211.

(3) A traumatic event does not include a medical or surgical procedure in and of itself.

(c) *What is a traumatic injury?* (1) A traumatic injury is physical damage to a living body that is caused by a traumatic event as defined in paragraph (b) of this section.

(2) For purposes of this section, the term “traumatic injury” does not include damage to a living body caused by—

- (i) A mental disorder; or
- (ii) A mental or physical illness or disease, except if the physical illness or disease is caused by a pyogenic infection, biological, chemical, or radiological weapons, or accidental ingestion of a contaminated substance.

(3) For purposes of this section, all traumatic injuries will be considered to have occurred at the same time as the traumatic event.

(d) *What are the eligibility requirements for payment of traumatic injury protection benefits?* You must meet all of the following requirements in order to be eligible for traumatic injury protection benefits.

- (1) You must be a member of the uniformed services who is insured by

Servicemembers’ Group Life Insurance under section 1967(a)(1)(A)(i), (B) or (C)(i) of title 38, United States Code, on the date you sustained a traumatic injury, except if you are a member who experienced a traumatic injury on or after October 7, 2001, through and including December 1, 2005, and your scheduled loss was a direct result of injuries incurred in Operation Enduring Freedom or Operation Iraqi Freedom. (For this purpose, you will be considered a member of the uniformed services until midnight on the date of termination of your duty status in the uniformed services that established your eligibility for Servicemembers’ Group Life Insurance, notwithstanding an extension of your Servicemembers’ Group Life Insurance coverage under section 1968(a) of title 38, United States Code.)

(2) You must suffer a scheduled loss that is a direct result of a traumatic injury and no other cause.

(3) You must survive for a period not less than seven full days from the date of the traumatic injury. The seven day period begins on the date and Zulu (Greenwich Meridian) time of the traumatic injury and ends 168 full hours later.

(4) You must suffer a scheduled loss under paragraph (e)(7) of this section within two years of the traumatic injury.

(5) You must suffer a traumatic injury before midnight on the date of termination of your duty status in the uniformed services that established eligibility for Servicemembers’ Group Life Insurance. For purposes of this section, the scheduled loss may occur after the date of termination of your duty status in the uniformed services that established eligibility for Servicemembers’ Group Life Insurance.

(e) *What is a scheduled loss and what amount will be paid because of that loss?*

(1) The term “scheduled loss” means a condition listed in the schedule in paragraph (e)(7) of this section if directly caused by a traumatic injury. A scheduled loss is payable at the amount specified in the schedule.

(2) The maximum amount payable under the schedule for all losses resulting from traumatic events occurring within a seven-day period is \$100,000.

§9.20

38 CFR Ch. I (7–1–11 Edition)

We will calculate the seven-day period beginning with the day on which the first traumatic event occurs.

(3) A benefit will not be paid if a scheduled loss is due to a traumatic injury—

(i) Caused by—

(A) The member's attempted suicide, while sane or insane;

(B) An intentionally self-inflicted injury or an attempt to inflict such injury;

(C) Diagnostic procedures, preventive medical procedures such as inoculations, medical or surgical treatment for an illness or disease, or any complications arising from such procedures or treatment;

(D) Willful use of an illegal substance or a controlled substance unless administered or consumed on the advice of a medical professional; or

(ii) Sustained while a member was committing or attempting to commit a felony.

(4) A benefit will not be paid for a scheduled loss resulting from—

(i) A physical or mental illness or disease, whether or not caused by a traumatic injury, other than a pyogenic infection or physical illness or disease caused by biological, chemical, or radiological weapons or accidental ingestion of a contaminated substance; or

(ii) A mental disorder whether or not caused by a traumatic injury.

(5) Amount Payable under the Schedule of Losses. (i) The maximum amount payable for all scheduled losses resulting from a single traumatic event is limited to \$100,000. For example, if a traumatic event on April 1, 2006, results in the immediate total and permanent loss of sight in both eyes, and the loss of one foot on May 1, 2006, as a direct result of the same traumatic event, the member will be paid \$100,000.

(ii) If a member suffers more than one scheduled loss from separate traumatic events occurring more than seven full days apart, the scheduled losses will be considered separately and a benefit will be paid for each loss up to the maximum amount according to the schedule. For example, if a member suffers the loss of one foot at or above the ankle on May 1, 2006, from one event, the member will be paid \$50,000.

If the same member suffers loss of sight in both eyes from an event that occurred on November 1, 2006, the member will be paid an additional \$100,000.

(6) *Definitions.* For purposes of this paragraph (e)(6)—

(i) The term *quadriplegia* means the complete and irreversible paralysis of all four limbs.

(ii) The term *paraplegia* means the complete and irreversible paralysis of both lower limbs.

(iii) The term *hemiplegia* means the complete and irreversible paralysis of the upper and lower limbs on one side of the body.

(iv) The term *uniplegia* means the complete and irreversible paralysis of one limb of the body.

(v) The term *complete and irreversible paralysis* means total loss of voluntary movement resulting from damage to the spinal cord or associated nerves, or to the brain, that is deemed clinically stable and unlikely to improve.

(vi) The term *inability to carry out activities of daily living* means the inability to independently perform at least two of the six following functions:

(A) Bathing.

(B) Continence.

(C) Dressing.

(D) Eating.

(E) Toileting.

(F) Transferring in or out of a bed or chair with or without equipment.

(vii) The term *pyogenic infection* means a pus-producing infection.

(viii) The term *contaminated substance* means food or water made unfit for consumption by humans because of the presence of chemicals, radioactive elements, bacteria, or organisms.

(ix) The term *chemical weapon* means chemical substances intended to kill, seriously injure, or incapacitate humans through their physiological effects.

(x) The term *biological weapon* means biological agents or microorganisms intended to kill, seriously injure, or incapacitate humans through their physiological effects.

(xi) The term *radiological weapon* means radioactive materials or radiation-producing devices intended to kill, seriously injure, or incapacitate

Department of Veterans Affairs

§ 9.20

humans through their physiological effects.

(xii) The term *medical professional* means a licensed practitioner of the healing arts acting within the scope of his or her practice. Some examples include a licensed physician, optometrist, nurse practitioner, registered nurse, physician assistant, or audiologist.

(xiii) The term *hospitalization* means an inpatient stay in a facility that is:

(A)(1) Accredited by the Joint Commission or its predecessor, the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), or accredited or approved by a program of the qualified governmental unit in which such institution is located if the Secretary of Health and Human Services has found that the accreditation or comparable approval standards of such qualified governmental unit are essentially equivalent to those of the Joint Commission or JCAHO;

(2) Used primarily to provide, by or under the supervision of physicians, to inpatients diagnostic services and therapeutic services for medical diagnosis, treatment, and care of injured, disabled, or sick persons;

(3) Requires every patient to be under the care and supervision of a physician; and

(4) Provides 24-hour nursing services rendered or supervised by a registered professional nurse and has a licensed practical nurse or registered nurse on duty at all times; or

(B) Any Armed Forces medical facility that is authorized to provide inpatient and/or ambulatory care to eligible service members.

(xiv) The term *total and permanent loss of sight* means:

(A) Visual acuity in the eye of 20/200 or less (worse) with corrective lenses lasting at least 120 days;

(B) Visual acuity in the eye of greater (better) than 20/200 with corrective

lenses and a visual field of 20 degrees or less lasting at least 120 days; or

(C) Anatomical loss of the eye.

(xv) The term *total and permanent loss of speech* means organic loss of speech or the ability to express oneself, both by voice and whisper, through normal organs for speech, notwithstanding the use of an artificial appliance to simulate speech. Loss of speech must be clinically stable and unlikely to improve.

(xvi) The term *total and permanent loss of hearing* means average hearing threshold sensitivity for air conduction of at least 80 decibels, based on hearing acuity measured at 500, 1,000, and 2,000 Hertz, that is clinically stable and unlikely to improve.

(xvii) The term *burns* means 2nd degree (partial thickness) or worse burns covering at least 20 percent of the body, including the face and head, or 20 percent of the face alone. Percentage of the body burned may be measured using the Rule of Nines or any means generally accepted within the medical profession.

(xviii) The term *coma* means a state of profound unconsciousness that is measured at a Glasgow Coma Score of 8 or less.

(xix) The term *limb salvage* means a series of operations designed to save an arm or leg with all of its associated parts rather than amputate it. For purposes of this section, a surgeon must certify that the option of amputation of the limb(s) was a medically justified alternative to salvage, and the patient chose to pursue salvage.

(xx) The term *amputation* means the severance or removal of a limb or part of a limb resulting from trauma or surgery. An amputation *above* a joint means a severance or removal that is closer to the body than the specified joint is.

(f) Schedule of Losses.

<p>For losses listed in paragraphs (f)(1) through (18) of this section, multiple losses resulting from a single traumatic event may be combined for purposes of a single payment (except where noted otherwise); however, the total payment amount may not exceed \$100,000 for losses resulting from a single traumatic event.</p> <p>Payments for losses listed in paragraphs (f)(19) through (20) of this section may not be made in addition to payments for losses under paragraphs (f)(1) through (18)—only the higher amount will be paid. The total payment amount may not exceed \$100,000 for losses resulting from a single traumatic event.</p>	
If the loss is—	Then the amount payable for that loss is—
(1) Total and permanent loss of sight: <ul style="list-style-type: none"> For each eye 	\$50,000
(2) Total and permanent loss of hearing: <ul style="list-style-type: none"> For one ear For both ears 	\$25,000 \$100,000
(3) Total and permanent loss of speech	\$50,000
(4) Quadriplegia	\$100,000
(5) Hemiplegia	\$100,000
(6) Paraplegia	\$100,000
(7) Uniplegia: <ul style="list-style-type: none"> For each limb* <p><i>*Note: Payment for uniplegia of arm cannot be combined with loss 9, 10, or 14 for the same arm. Payment of uniplegia of leg cannot be combined with loss 11, 12, 13, or 15 for the same leg</i></p>	\$50,000
(8) Burns	\$100,000
(9) Amputation of a hand at or above the wrist: <ul style="list-style-type: none"> For each hand* <p><i>*Note: Payment for loss 9 cannot be made in addition to payment for loss 10 for the same hand.</i></p>	\$50,000
(10) Amputation at or above the metacarpophalangeal joint(s) of either the thumb or the other 4 fingers on 1 hand: <ul style="list-style-type: none"> For each hand* <p><i>*Note: Payment for loss of the thumb cannot be made in addition to payment for loss of the other 4 fingers for the same hand.</i></p>	\$50,000

Department of Veterans Affairs

§ 9.20

<p>(11) Amputation of a foot at or above the ankle:</p> <ul style="list-style-type: none"> For each foot* <p><i>*Note: Payment for loss 11 cannot be made in addition to payments for losses 12 or 13 for the same foot.</i></p>	\$50,000
<p>(12) Amputation at or above the metatarsophalangeal joints of all toes on 1 foot:</p> <ul style="list-style-type: none"> For each foot* <p><i>*Note: Payment for loss 12 cannot be made in addition to payments for loss 13 for the same foot.</i></p>	\$50,000
<p>(13) Amputation at or above the metatarsophalangeal joint(s) of either the big toe, or the other 4 toes on 1 foot:</p> <ul style="list-style-type: none"> For each foot 	\$25,000
<p>(14) Limb salvage of arm:</p> <ul style="list-style-type: none"> For each arm* <p><i>*Note: Payment for loss 14 cannot be made in addition to payments for losses 9 or 10 for the same arm.</i></p>	\$50,000
<p>(15) Limb salvage of leg:</p> <ul style="list-style-type: none"> For each leg* <p><i>*Note: Payment for loss 15 cannot be made in addition to payments for losses 11, 12 or 13 for the same leg.</i></p>	\$50,000
<p>(16) Facial Reconstruction:</p>	
<ul style="list-style-type: none"> Jaw – surgery to correct discontinuity loss of the upper or lower jaw 	\$75,000
<ul style="list-style-type: none"> Nose – surgery to correct discontinuity loss of 50% or more of the cartilaginous nose 	\$50,000
<ul style="list-style-type: none"> Lips – surgery to correct discontinuity loss of 50% or more of the upper or lower lip <ul style="list-style-type: none"> For one lip For both lips 	\$50,000 \$75,000
<ul style="list-style-type: none"> Eyes – surgery to correct discontinuity loss of 30% or more of the periorbita <ul style="list-style-type: none"> For each eye 	\$25,000
<ul style="list-style-type: none"> Facial Tissue – surgery to correct discontinuity loss of the tissue in 50% or more of any of the following facial subunits: forehead, temple, zygomatic, mandibular, infraorbital or chin. <ul style="list-style-type: none"> For each facial subunit <p><i>Note 1: Losses due to facial reconstruction may be combined with each other, but the maximum benefit for facial reconstruction may not exceed \$75,000.</i></p> <p><i>Note 2: Any injury or combination of losses under facial reconstruction may also be combined with other losses in paragraphs 9.20(f)(1)-(18) and treated as one loss, provided that all losses are the result of a single traumatic event. However, the total payment amount may not exceed \$100,000.</i></p>	\$25,000
<p>(17) Coma from traumatic injury AND/OR Traumatic Brain Injury resulting in inability to perform at least 2 Activities of Daily Living (ADL)</p>	

<ul style="list-style-type: none"> • at 15th consecutive day of coma or ADL loss* • at 30th consecutive day of coma or ADL loss* • at 60th consecutive day of coma or ADL loss* • at 90th consecutive day of coma or ADL loss* <p><i>*Note: Duration of coma and inability to perform ADLs includes date of onset of coma or inability to perform ADLs and the first date on which member is no longer in a coma or is able to perform ADLs.</i></p>	<p>\$25,000</p> <p>an additional \$25,000</p> <p>an additional \$25,000</p> <p>an additional \$25,000</p>
<p>(18) Hospitalization due to traumatic brain injury*</p> <ul style="list-style-type: none"> • at 15th consecutive day of hospitalization** <p><i>*Note: Payment for hospitalization replaces the first payment period in loss 17.</i></p> <p><i>**Note: Duration of hospitalization includes dates on which member is transported from the injury site to a facility described in § 9.20(e)(6)(xiii), admitted to the facility, transferred between facilities, and discharged from the facility.</i></p>	<p>\$25,000</p>
<p>(19) Traumatic injury, other than traumatic brain injury, resulting in inability to perform at least 2 Activities of Daily Living (ADL)</p> <ul style="list-style-type: none"> • at 30th consecutive day of ADL loss* • at 60th consecutive day of ADL loss* • at 90th consecutive day of ADL loss* • at 120th consecutive day of ADL loss* <p><i>*Note: Duration of inability to perform ADLs includes date of onset of inability to perform ADLs and the first date on which member is able to perform ADLs.</i></p>	<p>\$25,000</p> <p>an additional \$25,000</p> <p>an additional \$25,000</p> <p>an additional \$25,000</p>
<p>(20) Hospitalization due to traumatic injury other than traumatic brain injury*</p> <ul style="list-style-type: none"> • at 15th consecutive day of hospitalization** <p><i>*Note: Payment for hospitalization replaces the first payment period in loss 19.</i></p> <p><i>**Note: Duration of hospitalization includes dates on which member is transported from the injury site to a facility described in § 9.20(e)(6)(xiii), admitted to the facility, transferred between facilities, and discharged from the facility.</i></p>	<p>\$25,000</p>

(g) *Who will determine eligibility for traumatic injury protection benefits?* Each uniformed service will certify its own members for traumatic injury protection benefits based upon section 1032 of Public Law 109–13, section 501 of Public Law 109–233, and this section. The uniformed service will certify whether you were at the time of the traumatic injury insured under Servicemembers' Group Life Insurance and whether you have sustained a qualifying loss.

(h) *How does a member make a claim for traumatic injury protection benefits?* (1)(i) A member who believes he or she qualifies for traumatic injury protection benefits must complete Part A of the Application for TSGLI Benefits Form and sign the form.

(ii) If a member is unable to sign the Application for TSGLI Benefits Form due to the member's physical or mental incapacity, the form must be signed by the member's guardian; if none, the member's agent or attorney acting under a valid Power of Attorney; if none, the member's military trustee.

(iii) If a member suffered a scheduled loss as a direct result of the traumatic injury, survived seven full days from the date of the traumatic event, and then died before the maximum benefit for which the service member qualifies is paid, the beneficiary or beneficiaries of the member's Servicemembers' Group Life Insurance policy should complete an Application for TSGLI Benefits Form.

Department of Veterans Affairs

§ 9.20

(2) If a member seeks traumatic injury protection benefits for a scheduled loss occurring after submission of a completed Application for TSGLI Benefits Form for a different scheduled loss, the member must submit a completed Application for TSGLI Benefits Form for the new scheduled loss and for each scheduled loss that occurs thereafter and for each increment of a scheduled loss that occurs thereafter. For example, if a member seeks traumatic injury protection benefits for a scheduled loss due to coma from traumatic injury and/or the inability to carry out activities of daily living due to traumatic brain injury (§9.20(f)(17)), or 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 (§9.20(f)(19)), a completed Application for TSGLI Benefits Form must be submitted for each increment of time for which TSGLI is payable. Also, for example, if a service member suffers a scheduled loss due to a coma, a completed Application for TSGLI Benefits Form should be filed after the 15th consecutive day that the member is in the coma, for which \$25,000 is payable. If the member remains in a coma for another 15 days, another completed Application for TSGLI Benefits Form should be submitted and another \$25,000 will be paid.

(i) *How does a member or beneficiary appeal an adverse eligibility determination?* (1) Notice of a decision regarding a member's eligibility for traumatic injury protection benefits will include an explanation of the procedure for obtaining review of the decision. An appeal of an eligibility determination, such as whether the loss occurred within 365 days of the traumatic injury, whether the injury was self-inflicted or whether a loss of hearing was total and permanent, must be in writing. An appeal must be submitted by a member or a member's legal representative or by the beneficiary or the beneficiary's legal representative, within one year of the date of a denial of eligibility, to the office of the uniformed service identified in the decision regarding the member's eligibility for the benefit.

(2) An appeal regarding whether a member was insured under

Servicemembers' Group Life Insurance when the traumatic injury was sustained must be in writing. An appeal must be submitted by a member or a member's legal representative or by the beneficiary or the beneficiary's legal representative within one year of the date of a denial of eligibility to the Office of Servicemembers' Group Life Insurance.

(3) Nothing in this section precludes a member from pursuing legal remedies under 38 U.S.C. 1975 and 38 CFR 9.13.

(j) *Who will be paid the traumatic injury protection benefit?* The injured member who suffered a scheduled loss will be paid the traumatic injury protection benefit in accordance with title 38 U.S.C. 1980A except under the following circumstances:

(1) If a member is legally incapacitated, the member's guardian or agent or attorney acting under a valid Power of Attorney will be paid the benefit on behalf of the member.

(2) If no guardian, agent, or attorney is authorized to act as the member's legal representative, a military trustee who has been appointed under the authority of 37 U.S.C. 602 will be paid the benefit on behalf of the member. The military trustee will report the receipt of the traumatic injury benefit payment and any disbursements from that payment to the Department of Defense.

(3) If a member dies before payment is made, the beneficiary or beneficiaries who will be paid the benefit will be determined in accordance with 38 U.S.C. 1970(a).

(k) The Traumatic Servicemembers' Group Life Insurance program will be administered in accordance with this rule, except to the extent that any regulatory provision is inconsistent with subsequently enacted applicable law.

(Authority: 37 U.S.C. 602, 603; 38 U.S.C. 501(a), 1980A)

(The Office of Management and Budget has approved the information collection requirements in this section under control number 2900-0671)

[70 FR 75946, Dec. 22, 2005, as amended at 72 FR 10365, Mar. 8, 2007; 73 FR 71930, Nov. 26, 2008]