

Department of Veterans Affairs

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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, Clinical 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 Accelerated 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 receiving an Accelerated Benefit.

(1) They will approve your application 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 requested 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 deposited 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 requested or decide to reapply after canceling a request, you may file another application in which you request either the same or a different amount of benefits.

(2) If you die before cashing or depositing 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 directly 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 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 consid-

ered 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 Meridean) 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.

(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. 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) Medical or surgical treatment of an illness or disease;

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

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(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 as a result of a single traumatic event, payment will be made for the scheduled loss with the highest benefit amount.

(iii) 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) *Quadriplegia* means the complete and irreversible paralysis of all four limbs;

(ii) *Paraplegia* means the complete and irreversible paralysis of both lower limbs; and

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

(7) Schedule of Losses.

| If the loss is— | Then the amount that will be paid is— |
|---|---------------------------------------|
| (i) Total and permanent loss of sight in both eyes | \$100,000. |
| (ii) Total and permanent loss of hearing in both ears | \$100,000. |
| (iii) Loss of both hands at or above wrist | \$100,000. |
| (iv) Loss of both feet at or above ankle | \$100,000. |
| (v) Quadriplegia | \$100,000. |
| (vi) Hemiplegia | \$100,000. |
| (vii) Paraplegia | \$100,000. |
| (viii) 3rd degree or worse burns, covering 30% of the body or 30% of the face. | \$100,000. |
| (ix) Loss of one hand at or above wrist and one foot at or above ankle. | \$100,000. |
| (x) Loss of one hand at or above wrist and total and permanent loss of sight in one eye. | \$100,000. |
| (xi) Loss of one foot at or above ankle and total and permanent loss of sight in one eye. | \$100,000. |
| (xii) Total and permanent loss of speech and total and permanent loss of hearing in one ear. | \$75,000. |
| (xiii) Loss of one hand at or above wrist and total and permanent loss of speech. | \$100,000. |
| (xiv) Loss of one hand at or above wrist and total and permanent loss of hearing in one ear. | \$75,000. |
| (xv) Loss of one hand at or above wrist and loss of thumb and index finger of other hand. | \$100,000. |
| (xvi) Loss of one foot at or above ankle and total and permanent loss of speech. | \$100,000. |
| (xvii) Loss of one foot at or above ankle and total and permanent loss of hearing in one ear. | \$75,000. |
| (xviii) Loss of one foot at or above ankle and loss of thumb and index finger of same hand. | \$100,000. |
| (xix) Total and permanent loss of sight in one eye and total and permanent loss of speech. | \$100,000. |
| (xx) Total and permanent loss of sight in one eye and total and permanent loss of hearing in one ear. | \$75,000. |
| (xxi) Total and permanent loss of sight in one eye and loss of thumb and index finger of same hand. | \$100,000. |
| (xxii) Total and permanent loss of thumb of both hands, regardless of the loss of any other digits. | \$100,000. |

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| If the loss is— | Then the amount that will be paid is— |
|---|--|
| (xxiii) Total and permanent loss of speech and loss of thumb and index finger of same hand. | \$100,000. |
| (xxiv) Total and permanent loss of hearing in one ear and loss of thumb and index finger of same hand. | \$75,000. |
| (xxv) 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. |
| (xxvi) 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. |
| (xxvii) 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. |
| (xxviii) 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. |
| (xxix) Total and permanent loss of hearing in one ear and coma. | \$25,000 for total and permanent loss of hearing in one ear plus the amount paid for coma as noted in Item 37 of this schedule up to a combined maximum of \$100,000. |
| (xxx) 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. |
| (xxxi) 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. |
| (xxxii) 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. |
| (xxxiii) 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. |
| (xxxiv) 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. |
| (xxxv) 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. |
| (xxxvi) 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 37 of this schedule up to a combined maximum of \$100,000. |
| (xxxvii) Coma from traumatic injury and/or the inability to carry out activities of daily living due to traumatic brain injury. | At 15th consecutive day in a coma, and/or the inability to carry out activities of daily living—\$25,000. |
| <i>Note 1:</i> Benefits will not be paid under this schedule for concurrent conditions of coma and traumatic brain injury. | At 30th consecutive day in a coma, and/or the inability to carry out activities of daily living—Additional \$25,000. |
| <i>Note 2:</i> Duration of coma includes the day of onset of the coma and the day when the member recovers from coma. | At 60th consecutive day in a coma, and/or the inability to carry out activities of daily living—Additional \$25,000. |
| <i>Note 3:</i> 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 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 concurrently.) |
| (xxxviii) Total and permanent loss of speech | \$50,000. |
| (xxxix) Loss of one hand at or above wrist | \$50,000. |
| (xl) Loss of one foot at or above ankle | \$50,000. |
| (xli) Total and permanent loss of sight in one eye | \$50,000. |
| (xlii) Loss of thumb and index finger of same hand | \$50,000. |
| (xliii) Total and permanent loss of hearing in one ear | \$25,000. |
| (xliv) 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—\$25,000. At 60th consecutive day of the inability to carry out 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. |
| <i>Note:</i> Duration of the inability to carry out activities of daily living includes the day of onset of the inability to carry out activities of daily living and the day when the member can once again carry out activities of daily living. | |

(f) *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.

(g) *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 Certification of Traumatic Injury Protection Form and sign the form.

(ii) If a member is unable to do so, anyone acting on the member's behalf may request a Certification of Traumatic Injury Protection Form from the uniformed service. However, the Certification of Traumatic Injury Protection Form must be signed by the member, the member's guardian, or the member's attorney-in-fact.

(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 a Certification of Traumatic Injury Protection Form.

(2) If a member seeks traumatic injury protection benefits for a scheduled loss occurring after submission of a completed Certification of Traumatic Injury Protection Form for a different scheduled loss, the member must submit a completed Certification of Traumatic Injury Protection Form for the new scheduled loss and for each 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(e)(7)(xxxvii)), 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(e)(7)(xliv)), a completed Certification of Traumatic Injury Protection 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 Certification of Traumatic Injury Protection 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 Certification of Traumatic Injury Protection Form should be submitted and another \$25,000 will be paid.

(h) *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.

(i) *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 attorney-in-fact will be paid the benefit on behalf of the member.

(2) 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).

(j) 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: 38 U.S.C. 501(a) and 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]

PART 10—ADJUSTED COMPENSATION

ADJUSTED COMPENSATION; GENERAL

Sec.

- 10.0 Adjusted service pay entitlements.
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PAYMENTS

- 10.50 Section 601 and section 603 payments made on first day of calendar quarter.
- 10.51 Payments to minor child.
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- 10.53 Payment on duplicate certificate.

AUTHORITY: 72 Stat. 1114; 38 U.S.C. 501. Rights and benefits are continued in effect by sec. 12(b), 72 Stat. 1264, 38 U.S.C. note prec. Part 1.

SOURCE: 13 FR 7122, Nov. 27, 1948, unless otherwise noted.

ADJUSTED COMPENSATION; GENERAL

§ 10.0 Adjusted service pay entitlements.

A veteran entitled to adjusted service pay is one whose adjusted service credit does not amount to more than \$50 as distinguished from a veteran whose adjusted service credit exceeds \$50 and who therefore is entitled to an adjusted service certificate.

§ 10.1 Issuance of duplicate adjusted service certificate without bond.

If the veteran named in an adjusted service certificate issued pursuant to the provisions of section 501 of the World War Adjusted Compensation Act, without bad faith, has not received such certificate, or if prior to receipt by the veteran such certificate was destroyed wholly or in part or was so defaced as to impair its value, or, if after delivery it was partially destroyed or defaced so as to impair its value but