VOLUME 7A, CHAPTER 47: "SERVICEMEMBERS' GROUP LIFE INSURANCE (SGLI) PROGRAM"

SUMMARY OF MAJOR CHANGES

Changes are identified in this table and also denoted by blue font.

Substantive revisions are denoted by an asterisk (*) symbol preceding the section, paragraph, table, or figure that includes the revision.

Unless otherwise noted, chapters referenced are contained in this volume.

Hyperlinks are denoted by **bold**, **italic**, **blue**, **and underlined font**.

The previous version dated April 2022 is archived.

PARAGRAPH	EXPLANATION OF CHANGE/REVISION	PURPOSE
All	All Updated hyperlinks and formatting to comply with current administrative instructions.	
2.0	Updated the content for "SGLI Coverage" section and applicable paragraphs in accordance with Public Law (P.L.) 117-209, section 2, dated October 17, 2022.	Revision
5.0	Updated the content for "SGLI Premiums" section and applicable paragraphs in accordance with P.L. 117-209, section 2, dated October 17, 2022.	Revision
7.0 Updated the content for the "Settlement of SGLI Claims" section for clarity and understanding.		Revision
9.12	Updated the content for the "Appeal of Eligibility Determination" subparagraph for clarity and understanding.	Revision
10.2.3	April 2024: Stigmatizing language was modified in accordance with the Deputy Secretary of Defense memo, "Review of Policies to Eliminate Stigmatizing Language Related to Mental Health," dated November 7, 2022, and Defense Finance and Accounting Service Office of General Counsel Memo, dated March 11, 2024.	Revision
Table 47-1	Updated "Table 47-1 Notes" content to comply with P.L. 117-209, section 2, dated October 17, 2022.	Revision
References	Updated supporting statutes and references.	Revision

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CHAPTER 47

SERVICEMEMBERS' GROUP LIFE INSURANCE (SGLI) PROGRAM

1.0 GENERAL

1.1 Purpose

The SGLI Program is administered by the Department of Veterans Affairs (VA). Eligible members, who receive basic pay for 1 or more days per month or members of the Ready Reserves who drill for points, are responsible for the payment of SGLI and Family SGLI (FSGLI) premiums. Coverage and premiums are discussed in sections 2.0 and 5.0, respectively.

1.2 Authoritative Guidance

The pay policies and requirements established by the DoD in this chapter are derived primarily from, and prepared in accordance with the United States Code (U.S.C.), Title 38. Due to the subject matter in this chapter, the list of authoritative sources is extensive. The specific statutes, regulations, and other applicable guidance that govern each individual section are listed in a reference section at the end of the chapter.

*2.0 SGLI COVERAGE

2.1 Eligibility

- 2.1.1. <u>Full-Time Coverage</u>. Full-time coverage automatically insures eligible members against death when a member is performing active duty (AD) or active duty for training (ADT) for an ordered period of more than 30 days, or while on full-time duty as a cadet or midshipman at a Service Academy. All members of the Ready Reserve and National Guard, who are assigned or attached to a unit or position that may require performing active duty or active duty for training, and will be scheduled to perform at least 12 periods of inactive duty for training (IDT) annually, are also eligible for full-time SGLI coverage. Members may elect, waive, or decrease coverage for an amount less than \$500,000 in \$50,000 increments in accordance with paragraph 2.2.
- 2.1.2. <u>Part-Time Coverage</u>. Part-time coverage insures the following eligible members against death while performing AD or ADT for an ordered period of less than 31 days:
- 2.1.2.1. Commissioned, warrant, or enlisted members of the Army, Navy, Air Force, Space Force, Marine Corps and Coast Guard Reserves;
 - 2.1.2.2. Members of the Individual Ready Reserve (IRR) during 1-day call-ups;
 - 2.1.2.3. Members of the Army and Air National Guard performing duty at:

2.1.2.3.1. Rifle ranges for the training of civilians in the use of military arms;

- 2.1.2.3.2. Required drills;
- 2.1.2.3.3. Field exercises;
- 2.1.2.3.4. National Guard Schools;
- 2.1.2.3.5. Small arms competitions; and
- 2.1.2.4. Members, Cadets, or midshipmen of the Reserve Officers Training Corps while attending field training or practice cruises. (See the SGLI ROTC Coverage Table in the Servicemembers' and Veterans' Group Life Insurance (VGLI) Handbook, Appendix G).

Note: The eligible member is insured during the days of actual duty performed and becomes eligible for full-time coverage when the member performs AD or ADT for an ordered period of more than 30 days.

2.2 Coverage Amount

- 2.2.1. Amounts. Initial and maximum coverage amount is \$500,000.
- 2.2.2. Waiving or Reducing Coverage. Members, except those specified in section 12.0, may elect coverage for an amount less than \$500,000, in \$50,000 increments, or may elect to waive coverage.
- 2.2.2.1. Waiving SGLI coverage will also waive Traumatic Injury Protection SGLI (TSGLI) and FSGLI coverage for the spouse and all dependents.
- 2.2.2.2. Reducing SGLI coverage may impact maximum FSGLI coverage for the spouse, see section 8.0.
- 2.2.3. Reinstating or Raising Coverage. A member, who is covered for an amount less than maximum SGLI coverage, may apply later in writing for increased coverage, to an amount up to maximum SGLI coverage, with proof of good health. Members required to have the maximum coverage per subparagraph 2.2.4 are not required to provide proof of good health.
- 2.2.4. Requirement for Maximum Coverage. Separate from section 12.0, a member with the following duty statuses must have a reset of coverage to the maximum amount without proof of good health:
- 2.2.4.1. Members changing duty status, such as an Active Component member becoming a Reservist or a Reservist being released from active duty. Coverage may be waived or reduced any time after the reset.

2.2.4.2. Part-time coverage members qualifying for full-time coverage, such as Reservist going on AD for over 30 days. Coverage may be waived or reduced any time after the reset.

2.3 Periods of Coverage

See Table 47-1.

2.4 Forfeiture of Coverage

Any person guilty of mutiny, treason, spying, desertion, or who, because of conscientious objections, refuses to serve in the Armed Forces of the United States, or refuses to wear the uniform of the Armed Forces, forfeits all rights to any coverage. This insurance is not payable for death inflicted as a lawful punishment for crime or for military or naval offense, except when inflicted by an enemy of the United States.

2.5 Coverage After Separation or Retirement

- 2.5.1. The following members are eligible to convert their full-time SGLI coverage to VGLI:
- 2.5.1.1. Members that are being released from AD or ADT for a period of not less than 31 days;
- 2.5.1.2. Members of the Ready Reserves or National Guard who are separated, retired, or released from assignment;
 - 2.5.1.3. Members assigned to IRR or Inactive National Guard (ING); or
- 2.5.1.4. Members who have part-time SGLI and who, while performing duty, suffered an injury or disability which rendered them uninsurable at standard premium rates. (See the VA Handbook for part-time SGLI coverage conversion requirements and limitations).
- 2.5.2. Members of the IRR and ING have one year and 120 days from the date they become members of these organizations to apply for VGLI.
- 2.5.3. To apply for VGLI without any health review, the member should submit an application with the required premium to the Office of SGLI (OSGLI) within 240 days after separation or assignment to IRR/ING.

2.6 Continuation of Coverage

Any election made remains in effect during continuous obligation to perform duty in the same Uniformed Service, including any AD for a period of more than 30 days in which a member is serving and for 120 days thereafter.

3.0 SERVICE NOTIFICATIONS

3.1 Married Member's Designation of a Beneficiary Other Than the Spouse

In accordance with <u>38 U.S.C. § 1967</u>, if a member is married and previously designated his or her spouse as beneficiary for SGLI coverage, and then designates a beneficiary other than his or her current lawful spouse or child(ren), or makes an election for reduced or no coverage, the Secretary concerned will notify the spouse in writing, at the last address of record, of the change in beneficiary. The advisory must be made as quickly as possible or within 30 days from the date of such election. The notification will not include the name(s) of the actual designated beneficiary(ies). Currently, the Defense Manpower Data Center is handling the release of all spousal notification letters under this provision for all Secretaries concerned.

3.2 Failure of Direct Remitters to Pay Premiums

See paragraph 5.3.

4.0 APPELLATE LEAVE

When placed on appellate leave following confinement with total forfeiture of pay and allowances (during which coverage had been properly stopped, see Table 47-1, rule 9), coverage is not reinstated. If appellate leave is followed by a restoration to duty with pay, then coverage is reinstated on the date the member returns to full duty status and continues during the period of excess leave. Coverage is reinstated at the amount in effect on the day prior to its stoppage.

*5.0 SGLI PREMIUMS

5.1 Premium Rates

The following premium rates are effective March 1, 2023. See Table 47-1, for rules on starting and stopping deductions.

- 5.1.1. <u>Full-Time Coverage</u>. For members who meet the requirements for full-time coverage, the premium rate is 6 cents per month per \$1,000 of coverage, \$3.00 monthly for each \$50,000, or \$30.00 monthly for the current maximum coverage of \$500,000. An additional \$1 premium is charged each month for TSGLI as described in paragraph 9.7. TSGLI coverage is automatic for those insured under SGLI, and can be declined only by waiving SGLI coverage.
- 5.1.2. <u>Part-Time Coverage</u>. The premium rate for part-time coverage is the same as full-time coverage, it is charged on an annual basis rather than monthly. Members of the IRR will be charged \$.80 for maximum coverage (\$.20 per \$100,000) for 1-day call-ups. An additional premium is charged for TSGLI as described in paragraph 9.7. The annual premium is collected from the member's pay account during the first period of duty in which the member is in a pay status.

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5.1.3. <u>Proration</u>. Monthly deductions are not prorated for partial months of service. The full monthly premium will be deducted for any month a member is covered for at least 1 day. During months in which coverage amounts change, the full month's premium for the higher coverage rate will be deducted.

5.2 Non-Pay Status

During any month in which a member is assigned to the Ready Reserve of a Uniformed Service, and insured by SGLI, the Uniformed Service concerned will contribute from the appropriation for AD pay, the share of the cost attributable to insuring the member under this policy. Any amounts contributed on behalf of the member will be collected by deduction from the member's pay or otherwise, which may include establishing a debt against the member's pay account, and will be credited to the appropriation from which the contribution was made.

5.3 Direct Remitters

- 5.3.1. Each Service must have clearly established programs to identify members who are required to make a direct remittance of premiums. Services must notify members at least 30 days in advance of the date the direct remittance is due. The notice will include the amount of the payment, the date it is due, and the Service's address to which the payment should be sent. The member must make remittance within 30 days from the date of the notice.
- 5.3.2. When the Secretary concerned determines that a member has failed to make direct remittance within 60 days of the due date, the Secretary concerned will send a "Notice of SGLI Termination" to the member's official address. The notice must clearly state that effective 60 days from the date of such notice, the member's SGLI will be terminated. Termination of the insurance may be vacated if, before the expiration of 60 days from the date of the "Notice of SGLI Termination," the member remits all amounts past due for SGLI coverage and can justify the failure to make timely remittance to the Secretary concerned.

5.4 Refunds

Refunds will not be made in the case of amounts deducted before the effective date of any election for reduced or waived coverage. When an application for restoration or increase in SGLI or FSGLI coverage is approved, the effective date is the date of the application.

6.0 EXTRA HAZARD COSTS

6.1 Cost

In addition to a deduction from the member's pay, each Military Service contributes from its appropriations an amount (determined by the VA) attributable to the extra hazard cost of SGLI. This premium reflects the cost of death claims in excess of the level of death claims that would result from normal peacetime service.

6.2 Payment

The Military Services centrally pay the premium for extra hazard costs, along with the member premiums to the VA.

*7.0 SETTLEMENT OF SGLI CLAIMS

Death claims are filed with the OSGLI. The order of precedence for payment is the same as prescribed in subparagraph 9.9.3. The OSGLI will reduce the insurance proceeds by the amount of any member premiums not paid in advance by the branch of service. If the branch of service has paid premiums in advance for the member, then DFAS or the military service pay office has to collect the premiums owed from the member's estate. Effective July 1, 2011, the SGLI Form (commonly named and referred to as <u>SGLV Form 8283</u>), Claim for Death Benefits, and <u>SGLV Form 8283A</u>, Claim for Family Coverage Death Benefits, were updated to reflect the settlement payment options for the beneficiaries are:

- 7.0.1. Lump Sum Prudential's Alliance Account;
- 7.0.2. Lump Sum Electronic Funds Transfer (EFT);
- 7.0.3. Lump Sum Check; or
- 7.0.4. Monthly installments.
- 8.0 FSGLI

8.1 Eligibility

FSGLI automatically covers civilian spouses and dependent children (insurable dependents) of Uniformed Service members, with some exceptions. In order for the civilian spouse and children to be eligible for family coverage, the SERVICE member must be enrolled in the full-time SGLI coverage. Enrollment for members of the Uniformed Services is based on dependent information in the Defense Enrollment Eligibility Reporting System (DEERS). For Marine Corps members, enrollment is based on dependent information in the Marine Corps Total Force System (MCTFS).

NOTE: Effective October 10, 2008, coverage was expanded to include the member's stillborn child.

8.2 Civilian Spousal Coverage

The civilian spouse of an eligible member is automatically covered for \$100,000. More information about spousal coverage for members married to other members is provided in paragraph 8.5. The coverage may be reduced in \$10,000 increments or waived. Coverage of a civilian spouse cannot exceed the member's SGLI coverage. For example, if the member's SGLI coverage is \$50,000, then the coverage for the civilian spouse cannot exceed \$50,000.

8.3 Cost

The premiums are based on the age and the amount of coverage. The premium rates for the spouse are as follows:

Effective July 1, 2019

	Monthly Rate	Monthly Cost
Age	(Per \$1,000)	(Per \$100,000)
Under 35	\$0.045	\$4.50
35 - 39	\$0.053	\$5.30
40 - 44	\$0.070	\$7.00
45 - 49	\$0.10	\$10.00
50 - 54	\$0.17	\$17.00
55 - 59	\$0.295	\$29.50
60 and Over	\$0.45	\$45.00

8.4 Dependent Children's Coverage

Dependent children are covered regardless of spousal coverage at no cost to the member. The current coverage amount is \$10,000. The member may not decline coverage or elect to insure any child for less than this amount. In the case of a member married to another member, a child may not be insured by more than one member. The child will be insured by the coverage of the member whose eligibility for insurance occurred first, except in cases where the senior member does not have legal custody of the child or when the child is stillborn, in which case it is paid to the Service member who is the mother. In such cases, the child will be insured under the coverage of the member who has custody of the child.

8.5 Member Married to Member

8.5.1. A member married to another member is eligible for coverage under this program. Members who were married on or before January 1, 2013 were automatically enrolled for FSGLI when their marriage was reported to DEERS/MCTFS. Members married on and after January 2, 2013, who want the FSGLI spouse coverage, must complete the FSGLI enrollment documentation through their servicing personnel offices. On November 27, 2020, VA amended its regulations on SGLI-covered members who marry another SGLI-eligible member (member spouse) after January 1, 2013. or a member whose spouse becomes a member spouse after January 1, 2013, to receive FSGLI coverage on a member spouse at the maximum statutory amount or a lesser amount, or to increase existing FSGLI coverage on a member spouse.

8.5.2. A member married to a member may elect or increase FSGLI coverage for a member spouse, without a requirement to show good health, within 240 days of the member's marriage to another member, the member's spouse entering service (if they did not already have coverage prior to entering service), or the member's spouse separating from service (if they did not already have spouse coverage). If a member does not elect or increase FSGLI coverage within this 240-day "no health" period, then the member can still receive or increase FSGLI coverage by applying for such

coverage and submitting proof of the member spouse's good health. The regulation also states FSGLI coverage in force at the time a spouse or child enters service will continue and the member is not required to elect or reapply for such coverage.

8.6 Effective Date

Family coverage under SGLI is effective on the latest of the following dates:

- 8.6.1. The date member enrolled in SGLI;
- 8.6.2. In the case of the spouse, the date of marriage if the spouse is not a member of the Uniformed Service, or the date of the approved application for Spousal FSGLI coverage; or
- 8.6.3. In the case of the child, the date of birth. If a child is not a natural child of the member, then the date in which the child acquires status as dependent of the member.

8.7 Reinstatement or Increase in Coverage

Requests to increase or restore FSGLI coverage must be entered in the SGLI Online Enrollment System (SOES) or by completing the SGLV Form 8286A (should only be used when SOES is unavailable). The health questions must be answered. Proof of good health of the spouse is required to be eligible to increase or restore FSGLI coverage. If the good health requirement is met, then the effective date of reinstatement or increase of coverage is the date the application is received by the member's branch of service. Proof of health is required for military spouses regardless of that spouse's own SGLI coverage.

8.8 Termination of Coverage

- 8.8.1. Family coverage under SGLI will stop 120 days after the date the member makes a written election to terminate SGLI or FSGLI coverage or, the earliest of:
 - 8.8.1.1. 120 days after the date of the member's death;
 - 8.8.1.2. 120 days after the date of the member's separation from service; or
 - 8.8.1.3. In the case of spouse, 120 days after the termination of the marriage; or
- 8.8.1.4. In the case of child, 120 days after the termination of the dependent status of an insurable dependent of the member.
- 8.8.2. Spouses, not dependent children, can convert their FSGLI coverage during the 120 day periods to an individual permanent plan of insurance with a participating SGLI Program insurer.

8.9 Refunds

See paragraph 5.4.

8.10 Beneficiary

The member is the primary beneficiary for family coverage. For the settlement of a claim, refer to section 7.0.

9.0 TSGLI

9.1 Definitions

The following definitions are applicable only to this section.

- 9.1.1. <u>Traumatic Event</u>. A traumatic event occurs during the application of external force, violence, chemical, biological, or radiological weapons, accidental ingestion of a contaminated substance, or exposure to the elements that cause damage to a living being. A traumatic event does not include cases involving adverse reactions to vaccinations, surgical trauma, or adverse outcomes of medical procedures.
- 9.1.2. <u>Traumatic Injury Protection</u>. Traumatic injury protection provides for the payment of a specified benefit amount to a member insured by SGLI (see the note at the end of paragraph 9.2) who sustains a traumatic event that results in a traumatic injury directly resulting in a scheduled loss.

9.2 Eligibility

The TSGLI under the SGLI program provides payments to severely injured members who suffer a scheduled loss as a direct result of traumatic injury incurred under conditions in subparagraph 9.1.1, such as loss of an arm or leg. If a member suffers more than one such qualifying loss as a result of traumatic injury from the same traumatic event, then payment will be made for a single loss providing the highest payment. This monetary assistance helps the member through an often long and arduous treatment and rehabilitation period. In order for a member to be eligible for TSGLI benefits, the member must meet the following requirements:

- 9.2.1. Be a member of the Uniformed Services and insured by SGLI (see the note at the end of paragraph 9.2) under paragraph 2.1 on the date of the traumatic event. For this purpose, the member will be considered a member of the Uniformed Services until midnight on the date of termination of the member's duty status in the Uniformed Services that established eligibility for SGLI;
- 9.2.2. Must suffer a scheduled loss (See the <u>TSGLI Loss Schedule</u>) as a direct result of a traumatic injury and no other cause;

- 9.2.3. Must survive a period of not less than 7 full days from the date of the traumatic injury. The 7-day period begins on the date and Zulu (Greenwich Meridian) time of the traumatic injury and ends 168 full hours later; and
- 9.2.4. Must suffer a scheduled loss (See the TSGLI Loss Schedule) within 2 years (730 days) of the traumatic injury.

Note: If injured on or after December 1, 2005, the member must be insured by SGLI at the time of the traumatic event. If injured from October 7, 2001 through November 30, 2005, the member does not need to be insured under SGLI to qualify for a TSGLI payment.

9.3 Limitations

A benefit will not be paid if a scheduled loss is due to a traumatic injury caused by:

- 9.3.1. The member's attempted suicide, while sane or insane;
- 9.3.2. An intentionally self-inflicted injury or an attempt to inflict such injury;
- 9.3.3. Diagnostic procedures, preventive medical procedures such as inoculations, medical or surgical treatment of an illness or disease, or any complications arising from such procedures or treatment;
- 9.3.4. Willful use of illegal or controlled substance, unless administered or consumed on the advice of a medical doctor; or
 - 9.3.5. Injuries sustained while committing, or attempting to commit, a felony.

9.4 Other Limitations

A benefit will not be paid for a scheduled loss resulting from:

- 9.4.1. A physical/mental illness or disease, whether or not caused by a traumatic injury, not including illness or disease caused by a pyogenic infection, biological, chemical, or radiological weapons or accidental ingestion of a contaminated substance; or
 - 9.4.2. A mental disorder whether or not caused by a traumatic injury.

9.5 Effective Date

All members covered by the SGLI program will be automatically covered under TSGLI. Members must decline SGLI coverage in order to cancel TSGLI. See Table 47-1 for periods of SGLI coverage.

9.6 Amount of Coverage

Members who suffer a scheduled loss as a direct result of a traumatic injury and meet all other eligibility criteria, are eligible to receive monetary compensation of not less than \$25,000 and not more than \$100,000 per traumatic event.

9.7 TSGLI Premium

Deduct a monthly premium of \$1.00 in addition to SGLI premiums from the member's pay the month the member's SGLI coverage begins. Reservists with Part-Time SGLI coverage pay \$1.00 per year for TSGLI coverage. There is no cost for TSGLI coverage for a member while performing funeral honors and muster duties.

9.8 Termination of TSGLI

- 9.8.1. TSGLI coverage terminates at midnight of the date of the member's separation from service.
- 9.8.2. TSGLI coverage is not in effect during the 120-day post-separation period or during the 2-year SGLI disability extension.
 - 9.8.3. TSGLI cannot be converted to VGLI or commercial coverage.

9.9 Payment of Traumatic Injury Protection Benefit

A member who is eligible for payment under TSGLI will have the benefit paid directly to him/her, except in the following circumstances:

- 9.9.1. If the member is legally incapacitated, then the member's legal guardian, conservator, or attorney acting under a valid Power of Attorney, will be paid the benefit on behalf of the member.
- 9.9.2. If no guardian, conservator, or attorney is authorized to act as the member's legal representative, then a military trustee who has been appointed 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 DoD per subparagraph 10.3.4.
- 9.9.3. If a member who is eligible for payment of TSGLI benefits dies before payment is made, then the beneficiary or beneficiaries will be paid the benefit in the following order of precedence:
- 9.9.3.1. SGLI beneficiary designated by the member in writing, if the designation is received by the Military Department concerned before the member's death;

9.9.3.2. Surviving spouse;

signature;

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9.9.3.3. Children and their descendants, by representation. The term "children" includes the following:

9.9.3.3.1. Legitimate Children;

9.9.3.3.2. Legally Adopted Children; and

9.9.3.3.3. <u>Illegitimate Children</u>. The illegitimate child of a female member is an eligible beneficiary. An illegitimate child of a male member is an eligible beneficiary only if:

9.9.3.3.3.1. The member acknowledges the child, in writing, with a

9.9.3.3.3.2. The member has been judicially ordered to contribute to the child's support;

9.9.3.3.3.3. The member has been, before his death, judicially decreed to be the father of such child;

9.9.3.3.3.4. Proof of paternity is established by a certified copy of the public record of birth or church record of baptism showing that the insured was the informant and was named as father of the child; or

9.9.3.3.3.5. Proof of paternity is established from service department or other public records, such as school or welfare agencies, which show that with his knowledge the insured was named as father of the child;

NOTE: A stepchild is not an eligible beneficiary unless adopted by the deceased member.

9.9.3.4. Father and mother in equal parts or, if either is dead, then the survivor;

9.9.3.5. Legal representative of the deceased member's estate; or

9.9.3.6. Other next of kin entitled under the law of the domicile of the deceased member.

9.10 Taxability

All benefits paid under any law administered by the VA are exempt from taxation. SGLI is a benefit administered by the VA, therefore, is not taxable. If an overpayment occurs and the overpayment is not returned, then the benefit may be taxable.

9.11 Settlement of Claims

The member must complete and sign Part A of the SGLV 8600, Application for TSGLI Benefits, and then have a medical professional, who is a licensed practitioner of the healing arts acting in the scope of his/her practice, complete Part B. The application must then be submitted to the member's Service representative for review and certification. Once the claim is approved, the Service representative will forward the claim to OSGLI for payment.

*9.12 Appeal of Eligibility Determination

To appeal the denial of a claim for TSGLI benefits, an appeal of eligibility determination must be submitted in writing by the member or member's legal representative, or by the beneficiary or the beneficiary's legal representative, within 1 year of the date of the denial of eligibility. If an appeal is received outside of the one-year period and contains new material evidence, it is treated as a new claim and the appeal period starts over. The appeal must be submitted to the office of the Uniformed Service identified in the decision regarding the member's eligibility for the benefit.

10.0 DESIGNATION OF FIDUCIARY OR TRUSTEE UNDER TSGLI

10.1 Authority

The Secretary concerned, in consultation with the Secretary of VA, will develop a process for the designation of a fiduciary or trustee of a member of the Uniformed Services who is insured against traumatic injury under section 9.0. The trustee will receive payment for a qualifying loss in the circumstance specified in paragraph 10.2.

10.2 Appointment of Fiduciary or Trustee

If a member is legally incapacitated and has no legal guardian, conservator, or attorney acting on his or her behalf, then a fiduciary or trustee may be appointed to act on the member's behalf. The authority to appoint military trustees has been delegated to the Director, DFAS Cleveland.

- 10.2.1. The fiduciary or trustee appointed by the Director, DFAS Cleveland, has the authority to receive, expend, and account for monies received from the military and, specifically under this section, TSGLI benefits. The trustee must use the monies received for the benefit of the member.
- 10.2.2. All applications to appoint a trustee and related documentation should be submitted to:

Defense Finance and Accounting Service U.S. Military Retired Pay 8899 E. 56th Street Indianapolis, IN 46249-1200

- * 10.2.3. The Director, DFAS Cleveland, may designate one of the following persons as trustee for a mentally incapacitated military member, if the person (except for a lawful spouse) is 21 years of age or over:
 - 10.2.3.1. Lawful spouse (not subject to age requirement);
 - 10.2.3.2. Children:
 - 10.2.3.2.1. Legitimate Child; or
 - 10.2.3.2.2. Adopted Child;
 - 10.2.3.3. Father and mother;
 - 10.2.3.4. Head of an institution if member is a patient; or
- 10.2.3.5. Any other person or persons, if determined to be in the best interest of the member.
- 10.3 Authority of Fiduciary or Trustee

The fiduciary or trustee:

- 10.3.1. Will submit a DoD (*DD*) Form 2827, Application for Trusteeship, as verification of appointment as trustee of the member;
- 10.3.2. May request either EFT or check. If fiduciary or trustee does not select a payment option, the TSGLI will be paid by check; and
- 10.3.3. Must provide an annual accounting of any disbursements, including the TSGLI payments, to the Director, DFAS Cleveland. The report must show all funds received, all expenditures made on behalf of the member, and a statement of the condition of the trustee's account at the time the report is submitted. Upon request, the trustee may be required to provide receipts, cancelled checks, voucher accounts, savings account passbook, and other supporting financial documents of the trustee account.

11.0 REIMBURSEMENT ALLOWANCE FOR SGLI PREMIUM DEDUCTION

11.1 General

Effective December 23, 2016, the Secretary concerned will pay an allowance to a member of the Armed Forces based on the SGLI premium of the SGLI coverage held by a member while serving in a designated duty assignment at any time during the month. For the purpose of reimbursement allowance for SGLI deduction, the term "designated duty assignment" means a permanent or temporary duty assignment outside the United States or its possessions in support of a contingency operation in an area that:

11.1.1. Has been designated a combat zone; or

11.1.2. Is in direct support of an area that has been designated a combat zone.

11.2 Premiums

The allowance is equal to the SGLI premium for the SGLI coverage the member elected plus the premium for TSGLI. See the following example to determine the amount of the allowance.

Example: A member, deployed in August 2019 to a designated duty assignment, chooses to retain coverage of \$400,000. That member's August 2019 premium would be \$25.00 (\$3.00 for \$50,000 of coverage times 8, plus \$1.00 for TSGLI). The allowance reimbursement would equal the premium of \$25.00.

11.3 Tax Implication

The premium amount for the first \$50,000 of coverage is excluded from taxable income. Therefore, and based on the example in paragraph 11.2, the member's taxable amount is \$22.00 (\$25.00 less \$3.00). The \$22.00 amount may also be excludable from taxable income if the amount is earned while serving in a Combat Zone Tax Exclusion (CZTE) area. For officers, however, the exclusion of the allowance from taxable income is subject to application of the monthly maximum CZTE. See Chapter 44.

12.0 MAXIMUM COVERAGE REQUIREMENT

Effective August 13, 2018, in accordance with 38 U.S.C. § 1967, a member deployed to a combat theater of operations must be insured for the maximum amount of coverage under the SGLI program while deployed. The maximum amount of coverage begins on the date of deployment. At midnight on the last day of the month of the Service member's return from deployment, their coverage will return to the amount they had prior to deployment. Any member required to have such coverage will be reimbursed under section 11.0.

Example 1: A member on AD declines coverages in April 2019, then is deployed to a combat theater of operations on July 10, 2019, and returns on August 15, 2019. The member will have maximum coverage from July 10 through August 31. On September 1, SGLI coverage will return to zero.

Example 2: A Ready Reservist reduced SGLI coverage to \$200,000 upon entering the Ready Reserves. The Ready Reservist is called to AD in a combat theater of operations in July 2019. SGLI coverage automatically increases to the maximum SGLI coverage level due to the change of duty status in July 2019. The Ready Reservist deploys to the combat theater of operations in August 2019. The Ready Reservist cannot decline coverage while deployed to the combat theater of operations, as the law requires maximum coverage during a deployment to a combat theater of operations. The Ready Reservist returns from

the combat theater of operations in December 2019. The Ready Reservist can now reduce his SGLI coverage to \$200,000 again. However, his coverage will again increase to the maximum coverage level when he returns to Reserve status because this is a change of duty status from AD to reserve. Maximum basic coverage is automatically in effect unless member again chooses a reduced amount.

13.0 SGLI ONLINE ENROLLMENT SYSTEM

Members with full-time SGLI coverage are no longer required to complete the paper SGLV 8286 to make changes to their coverage or beneficiary elections. Instead, members must utilize the online system, SOES, to manage their SGLI coverages, beneficiaries, and to make election changes.

Members should access SOES whenever they make a beneficiary designation or change a previous designation. When Service members who previously declined coverage have their coverage automatically restored to the maximum coverage level due to either a change in duty status or during a deployment to a combat theater of operations (see section 12.0), they should be advised to go into SOES to name beneficiaries. If no beneficiaries are named, payment in the event of death would be made based on the order of precedence provided for in 38 U.S.C. § 1970.

*Table 47-1. Effective Dates of SGLI Coverage and Deductions (Full-Time and Part-Time)

R U L E	When a member required to perform duty described in section 2.0, or Chapter 58, paragraphs 2.5 or 2.6	then the effective date of	and SGLI deduction (note 1)
1	enters such duty	coverage is the first day of entry on such duty (note 2). Maximum basic coverage is automatically in effect until the member elects reduced coverage or waives coverage (note 3)	starts the month of the date of entry.
2	resumes the obligation or reenters on such duty in the same Uniformed Service the day following termination of such period of obligation (note 4)	(note 5)	continues at the appropriate rate.
3	elects a reduced amount of coverage after entry on such duty	coverage is the first day of the month following receipt by the Uniformed Service of the member's election, entered on SGLV 8286 (note 6)	starts in the reduced amount the first day of the month following receipt of the member's election. For deduction refunds, see paragraph 5.4.
4	applies for increase or reinstatement of coverage after entry on such duty	coverage is the date of receipt by the Uniformed Service of the application with evidence of good health and if required, approval by OSGLI (note 7)	starts the month of the date the application is received by the Military Service.
5	elects not to be covered (declines or cancels) after entry on such duty	termination is the first day of the month following receipt by the Uniformed Service of the member's election, entered on SGLV 8286 (note 6)	stops at the end of the month in which the member's election is received by the Military Service. For deduction refunds, see paragraph 5.4.
6	is covered full-time and is separated and does not reenter active duty/Ready Reserve duty or immediately resumes part- time coverage	termination is 120 days after separation (note 8)	stops the month of separation.

Table 47-1. Effective Dates of SGLI Coverage and Deductions (Full-Time and Part-Time) (Continued)

R U L E	When a member required to perform duty described in section 2.0, or Chapter 58, paragraphs 2.5 or 2.6	then the effective date of	and SGLI deduction (note 1)
7	is covered on a part-time basis and qualified period of duty ends	termination is the day AD or ADT ends, or the hour inactive duty ends (notes 3, 9 and 10)	see paragraph 2.1.
8	is a member of a Reserve Component not covered on a full-time basis and is called to Extended AD, AD for Special Work, or mobilization	coverage is the first day of AD (maximum basic coverage is automatic unless a member applies for reduced or no coverage).	see paragraph 2.1.
9	is covered full-time and is Absent Without Leave, confined by civil authorities under a sentence adjudged by a civilian court, or confined by military authorities under a court-martial sentence involving total forfeiture of pay and allowances	termination is at the end of the 31st continuous day of such status (note 11)	stops at the end of the month in which the 31st day of such status is reached.
10	forfeits rights to SGLI under the provisions of section 2.0 and Chapter 58, paragraph 8.7	termination is the end of the day before the date of conviction, refusal to perform service, or refusal to wear the uniform (note 12)	stops at the end of the month in which coverage is terminated.

NOTES:

- 1. Members in an excess leave status normally remain eligible for coverage. (See section 4.0 for the appellate leave exception.) Establish monthly premiums in such cases as deductions against member pay accounts or collect as cash according to procedures of the Military Service concerned.
- 2. First-time enlistees in the Ready Reserves are eligible for coverage on the date of enlistment when assigned to a Ready Reserve unit, whether they are or are not required to participate in periods of IDT and have not yet been called to their initial AD period. This does not apply to delayed entry AD enlistees.

Table 47-1. Effective Dates of SGLI Coverage and Deductions (Full-Time and Part-Time) (Continued)

- 3. Elections made by Reserve Component members remain in effect during continuous obligation to perform duty in the same Uniformed Service. Reserve Component members are not required to reelect or reapply for their desired level of coverage each time they perform duty. For the exception, see rule 8.
- 4. A new period of coverage begins and new elections must be submitted when a member resumes an obligation to perform duty or reenters on duty in the same Uniformed Service more than 1 day following termination of previous obligation; or when a member assumes an obligation to perform duty and enters on duty in a different Uniformed Service at any time. A member entering active duty after a break in service is automatically covered by the maximum basic coverage, until the member elects otherwise, even though the member may have converted former SGLI coverage to an individual policy following last discharge or release from active duty. A former member, insured under the VGLI Program, who reenters service and is automatically covered by SGLI for \$500,000, is notified by OSGLI that they have coverage under SGLI and VGLI and that maximum coverage under law is \$500,000. These members should consider ending their VGLI coverage and retain their SGLI coverage. They will once again become eligible to apply for VGLI upon leaving the service after they separate from service.
- 5. Any previous election for less than \$500,000 is cancelled. Maximum basic coverage is automatically in effect unless member again chooses a reduced amount.
- 6. For members covered on a part-time basis, an election for reduced or no coverage is effective at the end of the last day of the duty period being performed. If the election is made outside a duty period, then the reduced or waived coverage is effective when the election is received by the Military Service.
- 7. Increase or reinstatement of coverage is contingent upon application by the member and approval by the OSGLI, if required based on answers to the health questions.
- 8. In the case of members totally disabled on the date of separation from such duty, the member may apply for the SGLI Disability Extension with OSGLI. If approved, the insurance will be in effect at no cost to the member for two years after the date of separation or until the date the insured ceases to be totally disabled, whichever is earlier, but in no event prior to the expiration of 120 days after separation. Members will receive notice from OSGLI prior to the end of the SGLI Disability Extension that coverage will end and they should remit their first VGLI premium prior to the end of the Extension to ensure future coverage. A VGLI application is not required in this situation.
- 9. Part-time coverage is in effect only on the days of:
 - Active Periods. Eligible members of the Reserves or National Guard performing AD or ADT, under calls or orders specifying periods less than 31 days, are insured during actual days.
 - <u>Inactive Periods</u>. Eligible members of the Reserves or National Guard, performing b. IDT (brief periods of less than a day of drills) scheduled in advance by competent authority to begin at a specific time and place, are insured during the actual time of such IDT period. Part-time coverage is in effect for IDT, if the site is outside reasonable commuting distance from the member's residence, and includes the time-period of travel to and from such duty, while remaining:

Table 47-1. Effective Dates of SGLI Coverage and Deductions (Full-Time and Part-Time) (Continued)

- 1. overnight immediately before the commencement of IDT;
- 2. overnight between successive periods of IDT; or
- 3. in the vicinity of the site of the IDT.
- En Route. Members are also covered while proceeding directly to and returning c. directly from the Reservist active or inactive period of duty.

Note: Members eligible for part-time coverage become eligible for full-time coverage when they perform AD or ADT, under calls or orders that do not specify periods of less than 31 days.

- 10. Coverage continues for 120 days after the period of duty if the member, during that duty period, incurs or aggravates a disability and the disability renders the member uninsurable at standard premium rates, according to good health standards approved by the VA, and determined by the OSGLI.
- 11. Members carried in an absent without leave or confined status, except for an offense listed in paragraph 2.3, remain eligible for coverage. Insurance terminated under the provisions of rule 9, together with any elections made, will be automatically reinstated as of the date the member is restored to duty with pay. Start premium deductions at the appropriate rate on the month of the date the member is restored to duty with pay.
- 12. Members restored to duty under conditions, which, in effect, result in a remission of sentence, may apply for reinstatement of coverage under rule 4.

*REFERENCES

CHAPTER 47 – SERVICEMEMBERS' GROUP LIFE INSURANCE (SGLI) PROGRAM

1.0 – GENERAL

38 U.S.C. § 1966

Servicemembers' and Veterans' Group Life Insurance Handbook, November 2002, revised December 2021

2.0 – SGLI COVERAGE

2.1	38 U.S.C. § 1968(a)(2) 38 U.S.C. § 1965(5)(B)
	National Defense Authorization Act (NDAA) for Fiscal
	Year (FY) 2020, Public Law (P.L.) 116-92, section 952,
	December 20, 2019
	Secretary of the Air Force Memo, December 20, 2019
2.2	38 U.S.C. § 1967
	P.L. 117-209, section 2, October 17, 2022

Under Secretary of VA (USVA) Memo, November 14, 2022 2.4 38 U.S.C. § 1973 2.5 38 U.S.C. § 1968(b)

3.0 – SERVICE NOTIFICATIONS

3.1 38 U.S.C. § 1967(f) DoD Instruction (DoDI) 1341.14, January 19, 2017

4.0 – APPELLATE LEAVE

4.1 38 U.S.C. § 1968(a)(1)(B) 10 U.S.C. § 876a

5.0 – SGLI PREMIUMS

5.1

38 U.S.C. § 1971
USVA Memo, May 24, 2019
P.L. 117-209, section 2, October 17, 2022
USVA Memo, November 14, 2022
5.2

38 U.S.C. § 1969(a)(2)(A)
Office of the Assistant Secretary of Defense Force
Management and Personnel (OASD (FMP)) Memo,
September 1, 1998

DoD 7000.14-R	Financial Management Regulation	Volume 7A, Chapter 4
5.2	Off f 41 - II - 1 C 4	* January 2024
5.3	Office of the Under Secretary o Readiness (OUSD (P&R)) M USVA Memo, March 27, 2005	
5.4	38 U.S.C. § 1969(a)(4) USVA Memo, March 13, 2008	
	OASD (FMP) Memo, September	er 1, 1998
6.0 – EXTRA HAZARD	COSTS	
	38 U.S.C. § 1969(b)	
7.0 – SETTLEMENT OF	S SGLI CLAIMS	
	38 U.S.C. § 1970	
8.0 – FSGLI		
8.1	38 U.S.C. § 1965(10)	
8.2	38 U.S.C. § 1967	
8.3 8.5	USVA Memo, May 24, 2019 38 U.S.C. § 1967	
	38 Code of Federal Register (Cl November 27, 2020	FR), Part 9,
9.0 – TSGLI		
9.1	38 U.S.C. § 1980A	
	38 C.F.R. § 9.20	22 2005
	OUSD (P&R) Memo, November 38 U.S.C. § 1980A	er 23, 2005
9.2	38 U.S.C. § 1980A	
0.02	38 C.F.R. § 9.20	
9.9.2. 9.9.3.	37 U.S.C. § 602 38 U.S.C. § 1970(a)	
9.10	38 U.S.C. § 5301	
10.0 – DESIGNATION O	OF FIDUCIARY OR TRUSTEE UNDER T	SGLI
10.1	OUSD (P&R) Memo, January 2	28, 2010
10.2	38 U.S.C. § 1980A 37 U.S.C. § 602	
	38 U.S.C. § 1970(a)	
10.2.1	DFAS Office of General Couns	el (OGC) Memo,
10.2.3	March 14, 2024 DFAS OGC Memo, March 14,	2024

11.0 – REIMBURSEMENT ALLOWANCE FOR SGLI PREMIUM DEDUCTION

	37 U.S.C. § 437
11.1	P.L. 114-328, section 644, December 23, 2016
11.2	OUSD (P&R) Memo, April 17, 2006
11.3	26 U.S.C. § 79
	26 U.S.C. § 134

12.0 – MAXIMUM COVERAGE REQUIREMENT

P.L. 115-232, section 625, August 13, 2018 38 U.S.C. § 1967

13.0 – SGLI ONLINE ENROLLMENT SYSTEM

38 U.S.C. § 1970