**Table of Contents**

**CHAPTER 22. CORRECTION OF DATE OF BIRTH**

|  |  |
| --- | --- |
| **Subsection** | **Name** |
| 22.01 | General |
| 22.02 | Proof of Date of Birth |
| 22.03 | Correction of Date of Birth (Older Age Correct) |
| 22.04 | Correction of Date of Birth (Younger Age Correct) |
| 22.05 | Correction of Date of Birth on Matured Endowments |
| 22.06 | Correction of Date of Birth on Contracts Matured by Death |
| 22.07 | Correction of Date of Birth on Contracts Surrendered for Cash |
| 22.08 | Correction of Date of Birth Involving Paid-Up Additions |

**22.01 GENERAL**

1. When different dates of birth appear in an insurance record the insured will be notified. He or she will be requested to submit evidence as to the correct date of birth.
2. Insurance age is the age of the insured on his or her birthday nearest the effective date of the insurance contract.
3. When a date of birth discrepancy exists in the records, the earliest date of birth will be presumed to be correct in the absence of documentary evidence to the contrary.
4. The older age will be accepted as being correct unless the insured notifies us within 60 days, that the younger age is correct. If the policy is a permanent plan, the insured will be given 60 days to make the payments needed before the adjustment in face amount is made.
5. Date of birth discrepancies that do not change the insurance age must still be clarified as this information is needed to verify the identity of the insured on the telephone. (Only the date of birth will be changed; no adjustments to the policy will be necessary).

f. Inactive policies will not be considered unless they are reinstated.

**22.02 PROOF OF DATE OF BIRTH**

Evidence to establish the correct date of birth should be one of the following types in the following order of preference:

1. A certified copy or abstract of the public record of birth or a certified copy of the church record of baptism, the certification to be made by the custodian of such records.
2. A public record of birth established more than 4 years after birth may be accepted as proof of the correct date of birth, provided it is not inconsistent with documentary evidence of record in the insurance folder, or if it shows on its face that it is based upon evidence that would of itself be acceptable under any of the other following subparagraphs.
3. A record of baptism performed more than 4 years after birth will not be accepted as proof of the correct date of birth unless it is consistent with documentary evidence of record in the insurance folder, which shall include at least one reference to the date of birth and/or age made at a time when such reference was not essential to establishing the correct date of birth of the insured.
4. Evidence within any DoD or VA system of records of the date of birth. This may include electronic images or simply the date of birth verified by another VA entity is acceptable.
5. Affidavit of the physician or midwife in attendance at birth.
6. Copy of Bible or other family record certified to by a notary public or other officer with authority to administer oaths for general purposes, who will state in what year the Bible or other book in which the record appears was printed, whether the record bears any erasures or other marks of alteration, and whether, from the appearance of the writing, he or she believes that the entries were made recently or at the time reputed.
7. Affidavits of two or more persons, preferably disinterested, who shall state their ages, showing the name, date and place of birth of the person whose correct date of birth is being established, and that, to their own knowledge, such person is the child of such parents (naming the parents), and stating the source of their knowledge.
8. Other evidence which is adequate to establish the facts including census, hospital, school, employment, immigration or naturalization records or insurance policies.
9. Electronic images of original documents or of certified copies of records of birth will be accepted when a copy is received by VA if the original would be acceptable. When a certified copy or abstract of record of birth is not certified over the signature and official seal of the person having custody of the record, it will be accepted if the person having custody of the record has no official seal and the copy or abstract bears his or her signature and is either sworn to by him or her or is on a blank printed especially for that purpose.

**22.03 CORRECTION OF DATE OF BIRTH (OLDER AGE CORRECT)**

***NOTE****: Effective October 10, 2000, any DOB discrepancy requiring a payment from the insured will be forwarded to the Assistant Director Insurance Operations (29) through the Section Chief. Provide a copy of all calculations along with all supporting evidence. No action will be taken until the Assistant Director has completed his or her review.*

1. If it is discovered during the lifetime of the insured that he or she is older than the age shown in the insurance records, he or she will be allowed 60 days to advise whether or not VA is to continue the full amount of insurance.
2. When the full amount of the contract is to be continued, the following adjustments must be made when the contract is in force by payment of premiums, and not under a disability premium waiver:
3. For a term contract, the insured will be required to pay the correct premium) from the premium due date of the policy month in which he or she is notified that the discrepant birth appears in the records.

1. On a permanent plan policy, the insured must pay the difference in reserve on the amount of insurance in force from the effective date of the contract to the premium due date of the policy month in which the insured is notified that discrepant dates of birth appear in the insurance records. The correct insurance premium, if any, must be paid from the premium due date of the policy month in which the letter of notification of the older age is dated. Calculations for reserves will be computed by the Policy Service Technician. The following sample may be used as a guide when computing the difference in reserve. All reserve calculations will be based on the correct age.

**Example**

**FACTS**

The insured has an S-DVI Modified Life 65 policy effective June 1, 1995, age 47. As a result of a date of birth correction, the issuance age was changed to 55.

**REQUIREMENTS**

Difference in reserve from June 1, 1995, to January 1, 2005 (month veteran notified of discrepant date of birth) in which the veteran must pay to continue the $5,500 in force.

**CALCULATIONS**

Step 1. Unit monthly premium at age 55 $2.62

Step 2. Gross monthly premium paid at age 47

 ($2.00 x (5500/1000)) $11.00

Step 3. Actual amount of insurance inforce at the correct age

 ($11.00/2.62\*$1,000) $4,198.47

Step 4. Reserve per $1,000 based on time policy has been in force

 (9, 7-12) at age 55

 2005 - 1 Date veteran notified

 1995 - 6 Effective date of policy

 9-7 (9 years and 7 months) $74.93

Step 5. Amount of reserve required on $5,500

 ($5,500/1000) x $74.93) $412.12

Step 6. Amount of reserve on the amount of insurance shown in Step 3.

 ($(4,198.47/1000) x $412.12) $314.59

Step 7. Difference in reserve to be paid $97.53

1. If the insured does not desire to continue the full amount of insurance in force at the older age or does not reply to VA's letter of notification within 60 days, the insurance will be reduced to the exact amount that premiums paid would purchase at the older age (rounded to the next higher dollar) and not reduced to the largest multiple of $500.
2. Term insurance will be reduced as of the premium due date of the policy month in which the insured is notified that the discrepant date of birth appears in his or her records.
3. For a permanent plan policy, the insurance will be reduced as of the effective date of the insurance.
4. Dividend overpayments or underpayments, or pure insurance risk amounts previously refunded will not be adjusted, regardless of whether an older or younger age is established, or whether the insured is living or dead at the time of the correct date of birth is established.
5. If the insured was older than the age he or she entered on the application for insurance, the case is to be referred to the Chief, Actuarial Staff for adjustment under the following circumstances:
6. The discrepancy was discovered after the insured died and at one time or another, the insured had been paid total disability income benefits under an NSLI policy.
7. The insured is alive and is receiving waiver of premium and/or TDIP or TPD benefits.

**22.04 CORRECTION OF DATE OF BIRTH (YOUNGER AGE CORRECT)**

1. When acceptable evidence is received establishing a younger age than that shown in the insurance records, the premium overpayments will be refunded as follows:
2. On term insurance, only the premium credits paid on the current renewal period, and the period prior to the current renewal, will be considered in the calculation.
3. On permanent plans, only the premium credits paid on the permanent plan will be refunded. No refunds will be made on any term contract prior to the date of conversion.
4. Credits will be refunded without interest on all plans of insurance. No adjustment will be made of any dividends, premium waiver under 38 U.S.C. 1912, or pure insurance, risk refund previously paid.

**22.05 CORRECTION OF DATE OF BIRTH ON MATURED ENDOWMENTS**

1. If the proceeds of the matured endowment have been paid in full and the older age is correct, no adjustment will be made. However, if the younger age is correct, the amount of the premium overpayments will be refunded in one sum, without interest to the insured, if living; otherwise, to the beneficiary.
2. If the claim is pending or being paid in installments, the following action will be taken:
3. Younger Age Correct. The amount of the insurance premium overpayments will be paid in one sum, without interest to the insured, if living; otherwise, to the beneficiary.
4. Older Age Correct. The face amount of the policy will be reduced to the exact amount paid for and the claim settled on the adjusted amount. If some installments have been paid when the correction in date of birth is made, the claim will be adjusted from the beginning and future payments withheld until any overpayment has been recovered. If insufficient monthly installments remain to collect the overpayment, the award will be terminated as of the date the correction in amount of insurance is made.

**22.06 CORRECTION OF DATE OF BIRTH ON CONTRACTS MATURED BY DEATH**

1. If the claim has been paid in full and the older age is correct, no adjustment will be made. However, if the younger age is correct, the amount of the premium overpayments will be refunded in one sum, without interest, to the beneficiary.

1. If the claim is pending or being paid in installments, the following action will be taken:
2. Younger Age Correct. The amount of the insurance overpayments will be paid in one sum, without interest, to the beneficiary.
3. Older Age Correct. The face amount of the policy will be reduced to the exact amount paid for and the claim settled on the adjusted amount. If some installments have been paid when the correction in date of birth is made, the claim will be adjusted from the beginning and future payments withheld until any overpayment has been recovered. If insufficient monthly installments remain to collect the overpayment, the award will be terminated as of the date the correction in amount of insurance is made.

**22.07 CORRECTION OF DATE OF BIRTH ON CONTRACTS SURRENDERED FOR CASH**

1. If the cash value has been paid in full and the older age is correct, no adjustment will be made. However, if the younger age is correct, the amount of the premium overpayments will be refunded in one sum, without interest, to the insured.

***NOTE***: *If the policy was surrendered under 38 U.S.C. 1981 and is reinstated, any necessary date of birth adjustments will be made.*

1. If the surrender is pending or being paid in installments, the following action will be taken:

1. Younger Age Correct. The amount of the insurance overpayments will be paid in one sum, without interest, to the insured, if living; otherwise, to the beneficiary.
2. Older Age Correct. The face amount of the policy will be reduced to the exact amount paid for and the surrender settled on the adjusted amount. If some installments have been paid when the correction in date of birth is made, the surrender will be adjusted from the beginning and future payments withheld until any over-payment has been recovered. If insufficient monthly installments remain to collect the overpayment, the award will be terminated as of the date the correction in amount of insurance is made.

**22.08 CORRECTION OF DATE OF BIRTH INVOLVING PAID-UP ADDITIONS**

The following rules apply to correction of date of birth on paid-up additions regardless of whether the older or younger age is correct:

1. The reserve of the paid-up additions will be determined by using the attained age of the insured based on the date of birth that was used to purchase the paid-up additions.
2. The reserve will then be applied to purchase paid-up additions using the attained age of the insured based on the correct date of birth.
3. These computations will be made on the date the basic policy is adjusted.