

INDIVIDUAL AND GROUP CREDIT LIFE AND CREDIT ACCIDENT AND HEALTH INSURANCE CHECKLIST

Every effort has been made to ensure the accuracy of the information in this document. All parties should consult the Texas Insurance Code, the Texas Administrative Code, and other applicable laws.

Important Notes

Credit Involuntary Unemployment Insurance is reviewed by the Property and Casualty Office, [TIC Chapter 3501](#).

References to Credit Property Insurance are not allowed.

Revisions to the [Texas Life and Health Insurance Guaranty Association Summary Document](#) became effective November 21, 2019. The Summary Document is not required to be filed with the Texas Department of Insurance.

Revisions to the [Notice of Toll-Free Telephone Numbers and Information and Complaint Procedures](#) became effective November 4, 2019. The Toll-Free notice must be provided in accordance with [28 TAC §1.601](#). The form is not required to be filed with the Texas Department of Insurance. Insurers and HMOs must begin using the notice form described in subsection (a) (2) of this section no later than May 1, 2020.

Duration of Loan - [TIC §1153.004](#)

Page Forms filed under [28 TAC Chapter 3, Subchapter FF](#) must be used only for terms of indebtedness of ten years (120 months) or less.

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Submission of Form Filings - [28 TAC §3.5201](#)

Page All forms, including the debtor application, creditor application, enrollment form, and certificate, shall contain an identifying form number.

For individual coverage, the form number extension shall be (1153).

For group coverage, the form number extension shall be (1153 and 1131).

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If the forms provide for Open-End or Revolving Account, include OE or RA after the form number extension. (1153 OE or 1153 RA)

The references in [28 TAC §3.5201](#) cite obsolete Insurance Code Articles 3.50 and 3.53. The references to 1153 and 1131 specified in this checklist are current and correct and reflect the recodified sections of former Insurance Code Articles 3.50 and 3.53.

Consumer Bill of Rights for Credit Life, Credit Disability - [28 TAC §3.6011](#)

Page

The insurer must provide with each new policy and certificate of credit life, credit disability, and involuntary unemployment insurance a copy of the Texas Department of Insurance [Consumer Bill of Rights for Credit Life, Credit Disability, and Involuntary Unemployment Insurance](#). This form is filed with the Office of the Secretary of State, Texas Register Section. The Spanish version must be provided upon request by a consumer.

Submission of a Certificate for Policies or Contracts Issued Outside of Texas - [TIC §1153.051\(b\)](#); and [28 TAC §3.4\(o\)](#)

Page

If a group policy of credit life insurance or credit accident and health insurance is delivered in another state, the insurer is required to file only the group certificate and notice of proposed insurance delivered or issued for delivery in this state, as specified in [TIC §1153.052](#).

A copy of the group policy must be submitted with the filing.

Rates to be Filed - [28 TAC §3.4\(p\)\(2\)](#) and [§3.5201](#)

Page

Credit filings submitted under [TIC Chapter 1153](#) shall include the rate information.

Rate filings must be submitted in accordance with [Subchapter FF, Division 3](#). Rates shall be filed as Presumptive or as a Deviation.

Critical Period, Factors, Composite, and Deviated Rates will require actuarial review and approval.

Application Provisions - [28 TAC §3.5105](#), [§3.5302](#), and [§3.5502](#)

Every debtor application, enrollment form, or notice of proposed insurance shall provide for the signature of the debtor (or debtor's) and shall set forth:

Page the name and home office mailing address of the insurer, and on notices of proposed group insurance, debtor's applications for group insurance or enrollment forms for group insurance, an identification of the master policy ([28 TAC §3.5105\(b\)\(1\)](#));

the name and age of the debtor or debtors ([28 TAC §3.5105\(b\)\(2\)](#));

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Page the full amount of premium or the total identifiable insurance charge, if any, to the debtor, separately for credit life and for credit accident and health insurance ([28 TAC §3.5105\(b\)\(3\)](#));

the amount of coverage ([28 TAC §3.5105\(b\)\(4\)](#));

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Page the effective date of insurance, if accepted by the insurer, and the termination date of insurance which shall not extend more than 15 days beyond the scheduled maturity date of the indebtedness except when extended without additional cost to the debtor ([28 TAC §3.5105\(b\)\(5\)](#));

a brief description of the coverage applied for ([28 TAC §3.5105\(b\)\(6\)](#)).

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Page a statement that upon acceptance of the insurance by the insurer and not later than 45 days after the date upon which the indebtedness is incurred (or, if the indebtedness is an open-end transaction, not later than 30 days from the date of application for coverage) the insurer shall cause the individual policy or the group certificate of insurance to be delivered to the debtor, and that if the insurance is not accepted by the insurer or by a substituted insurer, then any insurance charge made for such insurance shall be fully refunded and the creditor shall immediately give written notice to such debtor and shall promptly make an appropriate credit to the debtor's account ([28 TAC §3.5105\(b\)\(7\)](#)).

NOTE: This statement is not required when an individual policy or certificate is delivered at the time the indebtedness is incurred.

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Page The copy of such application or notice of proposed insurance shall refer exclusively to insurance coverage and shall be separate and apart from the loan, sale, or other credit statement of account, instrument, or agreement, unless the information above required appears in type of at least equal size and prominence as the other provisions of said statement of account, instrument, or agreement ([28 TAC §3.5105\(c\)](#)).

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Page The application, enrollment form, or notice of proposed insurance shall not contain language which requires the debtor to attest or acknowledge that he or she is eligible or ineligible for the insurance coverage ([28 TAC §3.5105\(d\)](#)).

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Page If eligibility conditions of employment and good health are required, the debtor's application shall contain a space for the debtor's and joint debtor's signatures whereby they can attest to those specific conditions of eligibility ([28 TAC §3.5105\(e\)](#)).

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Page Endorsers and guarantors are not eligible for credit insurance coverage. Joint life coverage shall not be written covering more than two lives. Jointly indebted persons shall not both be covered separately at single life rates. ([28 TAC §3.5302](#))

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Page Endorsers and guarantors are not eligible for credit accident and health coverage shall not be written covering more than two debtors. ([28 TAC §3.5502](#))

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Required Policy and Certificate Provisions - [28 TAC §3.5103](#)

Each individual policy or group certificate of credit life or credit accident and health insurance must specify:

Page Name and home office mailing address of the insurer, and on group certificates of insurance, an identification of the master policy ([28 TAC §3.5103\(1\)](#));

Page Name and age or birth date of the insured debtor (or debtors, if joint life) ([28 TAC §3.5103\(2\)](#));

Page The full amount of premium or the total identifiable insurance charge, if any, to the debtor, stated separately for credit life insurance and for credit accident and health insurance; ([28 TAC §3.5103\(3\)](#))

Page If the indebtedness is an open-end transaction, there must be set forth, separately for credit life and credit accident and health insurance, the rate of insurance charge or payment per unit of coverage and how each charge is derived ([28 TAC §3.5103\(3\)](#));

Page The amount of insurance coverage; ([28 TAC §3.5103\(4\)](#))

Page The effective date of insurance; ([28 TAC §3.5103\(5\)](#))

Page termination date of insurance. ([28 TAC §3.5103\(5\)](#))

Page The termination date shall not extend more than 15 days beyond the scheduled maturity date of the indebtedness except when extended without additional cost to the debtor ([28 TAC §3.5103\(5\)](#));

Page If the indebtedness is an open-end transaction, in lieu of the termination date, the conditions of termination shall be set forth ([28 TAC §3.5103\(5\)](#));

Page A description of the coverage ([28 TAC §3.5103\(6\)](#));

Page Any and all exceptions, limitations, and restrictions to the coverage ([28 TAC §3.5103\(7\)](#));

Page A statement that the benefits, to the extent necessary to extinguish the unpaid amount of the indebtedness, will be paid to the creditor as first beneficiary, and will be applied by the creditor to reduce or extinguish such indebtedness ([28 TAC §3.5103\(8\)](#));

Page A statement that wherever the insurance benefits may exceed the amount necessary to extinguish the indebtedness, any such excess shall be paid by separate check or draft of the insurer to the insured debtor, if then living; otherwise, to a second beneficiary named by the debtor, or a second insured debtor or, in the absence of such designation, to the surviving spouse or to the debtor's estate ([28 TAC §3.5103\(8\)](#));

Page A statement indicating that upon discharge of the indebtedness, the insurance shall be terminated, but without prejudice to any claim originating prior to such termination, and that in all cases of termination prior to scheduled maturity, a refund of any unearned amount of premium paid by or charged to the debtor for insurance shall be made in accordance with the appropriate formula under 28 TAC 3.5901 and 3.5906. Such refund shall be paid or credited to the account of the debtor, or paid to the second beneficiary, if the debtor is not living. No such refund is required if the total amount thereof is less than \$3.00. ([28 TAC §3.5103\(9\)](#)).

General Provisions - [28 TAC §3.5106](#)

Page The individual policy or group policy and certificate must provide a grace period of 31 days. ([28 TAC §3.5106\(a\)\(2\)\(A\)](#))

Page The policy and any application shall constitute the entire contract between the parties. (This requirement is an optional provision for certificates of insurance.) ([28 TAC §3.5106\(a\)\(2\)\(B\)](#))

Page In the absence of fraud, all statements made by the policyholders or the persons insured shall be deemed representations and not warranties. ([28 TAC §3.5106\(a\)\(2\)\(C\)](#))

Page For individual coverage, the policy shall be incontestable after it has been in force during the lifetime of the insured for two years from its date, except for nonpayment of premium. No material misstatement made by the applicant in the application for the policy shall be used to contest the validity of the policy, during the contestable period, unless the misstatement is contained in a written statement signed by the applicant, and a copy of the statement is furnished to the applicant or to his beneficiary. Companies may elect to provide an additional statement to clarify that fraudulent misstatements regarding credit disability coverage may be contested without regard to the two-year time limitation. ([28 TAC §3.5106\(a\)\(2\)\(D\)\(i\)](#))

Page For group coverage, the validity of the policy shall not be contested by the insurer, except for nonpayment of premiums, after it has been in force for two years from its date of issue. No statement made by any person insured under the policy relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime and unless it is contained in a written instrument signed by him, a copy of which instrument has been furnished to such person or to his beneficiary. Companies may elect to provide an additional statement to clarify that fraudulent misstatements regarding credit disability which are made by the persons insured under the policy coverage may be contested without regard to the two-year time limitation. ([28 TAC §3.5106\(a\)\(2\)\(D\)\(ii\)](#))

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If the age of the debtor has been misstated, and according to the correct age the debtor would not have been eligible for insurance coverage, the company shall specify the method of adjustment to be used. If coverage is inadvertently issued to a debtor who correctly stated his age and his age exceeds the eligibility age, the insurer has the right, within 90 days of the effective date of coverage, to terminate the coverage and refund the full charge for insurance, provided such termination is accomplished and the appropriate refund is made prior to the incurred date of a claim; otherwise, the coverage remains in full force. ([28 TAC §3.5106\(a\)\(2\)\(E\)](#))

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Death benefit claims. Settlement shall be made upon receipt of or not later than two months after receipt of due proof of death and the right of the claimant to the proceeds. ([28 TAC §3.5106\(a\)\(2\)\(F\)](#))

Page

Notice of disability claims. Written notice of a claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon as is reasonably possible. ([28 TAC §3.5106\(a\)\(2\)\(G\)](#))

Page

Disability claim forms. The insurer will furnish to the person making claim, or to the policyholder for delivery to such person, such forms as are usually furnished by it for filing proof of loss. If such forms are not furnished before the expiration of 15 days after the insurer receives notice of any claim under the policy, the person making such claim shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting, within the time fixed in the policy for filing proof of loss, written proof of the occurrence, character, and extent of the loss for which claim is made. ([28 TAC §3.5106\(a\)\(2\)\(H\)](#))

Page

Proofs of loss (disability). Written proof of loss must be furnished to the insurer within 90 days after the commencement of the period for which the insurer is liable. Subsequent written proofs of the continuation of such disability must be furnished to the insurer at such intervals as the insurer may reasonably require. Failure to furnish proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish proof within such time, provided proof is furnished as soon as reasonably possible; but in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required. ([28 TAC §3.5106\(a\)\(2\)\(I\)](#))

Page Disability claim payments. Benefits payable under the policy for any loss other than loss for which the policy provides any periodic payment will be paid upon receipt of due written proof of such loss. ([28 TAC §3.5106\(a\)\(2\)\(J\)](#))

Page After receipt of due proof of loss, the individual policy or group policy and certificate must set forth the following:

All accrued benefits payable for loss which provide for periodic payments will be paid during the continuance of the period for which the insurer is liable.

Any balance remaining unpaid at the termination of the period will be paid after receipt of due written proof.

Benefits payable for non-periodic payment will be paid upon receipt of due written proof of such loss.

Physical examinations and autopsy. The insurer, at its own expense, shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim and to make an autopsy in case of death where it is not forbidden by law. ([28 TAC §3.5106\(a\)\(2\)\(K\)](#))

Page The individual policy or group policy and certificate may contain provisions specifying the time limitations for legal action. ([TIC §1201.217](#) and [§1251.116](#))

Page Those limitations must not be before the 61st day or later than 3 years after the date written proof of loss is provided as required under the policy. ([28 TAC §3.5106\(a\)\(2\)\(L\)](#))

Page Except as specified in [28 TAC §3.5106\(a\)\(2\)\(D\)](#) or [\(E\)](#), no provisions in an individual policy or group certificate of insurance pertaining to underwriting rules, conditions of eligibility or issuance, or maximum amounts or terms of insurance may be used as the basis for termination or reduction of coverage or the denial of claims. ([28 TAC §3.5106\(b\)](#))

Page If the policy or certificate of insurance contains limitations on the maximum amount or term of insurance, the form shall state that if coverage is issued in excess of those limits, the insurer has the right, within 90 days of the effective date of coverage, to reduce the excess coverage and refund the charge for the excess insurance, provided such adjustment is accomplished and the refund is made prior to the incurred date of a claim; otherwise, the coverage remains in force as originally issued. ([28 TAC §3.5106\(b\)\(1\)](#))

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Page A policy or certificate of insurance issued in connection with open-end transactions may contain provisions limiting the maximum amount of insurance which may become effective thereunder, and may contain provisions for automatic termination of coverage upon the attainment of a specific age. ([28 TAC §3.5106\(b\)\(2\)](#))

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Page No credit accident and health insurance policy or certificate may contain a provision which allows an elimination period or waiting period of less than 14 days before disability coverage shall become payable. ([28 TAC §3.5106\(c\)](#))

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Termination of Group Coverage - [28 TAC §3.5108](#)

Page If a debtor is covered by a group credit insurance policy providing for the payment of single premiums to the insurer, provision shall be made by the insurer that in the event of termination of the group policy for any reason, insurance coverage with respect to any debtor then insured under such policy shall be continued for the entire period for which the single premium has been paid, subject to the provisions of the policy relative to early termination of a debtor's insurance. ([28 TAC §3.5108\(a\)](#))

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If a debtor is covered by a group credit insurance policy providing for payment of premiums to the insurer on a monthly outstanding balance basis, then the policy shall provide that, in the event of termination of such group policy for any reason, the insured debtor shall be given written notice that coverage will continue for 30 days from the date of such notice, except where replacement of the coverage by the same or another insurer in the same or greater amount takes place without interruption of coverage and a new certificate reflecting such replacement coverage is delivered to such then insured debtor. The notice of termination required in this subsection shall be given by the insurer or, at the option of the insurer, by the creditor ([28 TAC §3.5108\(b\)](#)).

Open-End Transaction Forms - [28 TAC §3.5111](#)

Page

The group policy and certificate of insurance shall set forth that the debtor will be furnished a statement each billing cycle (but not less frequently than quarterly) which contains the following:
[\(28 TAC §3.5111\(a\)\)](#)

the amount of the debtor's insurance charge, shown separately for credit life and credit accident and health insurance;

the amount of the insured's indebtedness to which the insurance charge rate was applied;

the date the rate was applied;

the period covered by such monthly charge;

notification of any rate change at least one billing cycle prior to the effective date of change. If the change is mandated by other legal requirements to take effect prior to the date of the next billing cycle, notice of any rate change must be given at least 30 days prior to the effective date of the rate change; and

notification of any pre-established insurance termination date due to underwriting or eligibility guidelines.

Page

The group policy and certificate of insurance shall state that the debtor shall be given written notice of any change of premium rate. The notice shall contain language advising the debtor to attach the notice of rate change to their certificate of insurance. ([28 TAC §3.5111\(b\)](#)).

Joint Credit Life Insurance - [28 TAC §3.5302](#)

Page Joint lives means only spouses or business partners; and such persons must be jointly and severally liable for repayment of the single indebtedness and be joint signers of the instrument of indebtedness.

Conditions of Life Insurance - [28 TAC §3.5305](#)

Page The individual policy or group policy and certificate may contain exclusions for suicide; flight in a nonscheduled aircraft; and war or military service hazard.

Page The individual policy or group policy and certificate may contain age restrictions making debtors ineligible for coverage if they are 65 or over at the time the indebtedness is incurred; or will have attained 66 or over on the maturity date of the indebtedness.

Standards for Credit Accident and Health - [28 TAC §3.5501](#)

Page The initial amount of coverage must not be greater than the total amount of indebtedness. ([28 TAC §3.5501\(1\)](#))

Page The indebtedness must be repayable in substantially equal monthly or other periodic installments during the period of coverage. ([28 TAC §3.5501\(2\)](#))

Coverage may require written and signed evidence of insurability, which may include proof of age and gainful employment, and shall contain: ([28 TAC §3.5501\(3\)](#))

Page no provisions excluding or denying a claim for disability resulting from pre-existing conditions except for those conditions for which the debtor has received medical diagnosis or treatment within the 6 months immediately before the effective date of coverage and which caused a period of loss within 6 months following the effective date, provided that any subsequent period of disability resulting from such condition that commences or recommences more than 6 months after the effective date of the coverage must be covered; ([28 TAC 3.5501\(3\)\(A\)](#))

Page no provision which excludes or restricts liability in the event of disability caused in a specific manner except that it may contain provisions that exclude or restrict coverage in the event of elective abortion; normal pregnancy; intentionally self-inflicted injuries; flight in nonscheduled aircraft; foreign travel or foreign residence; and loss resulting from war or military service; [\(28 TAC §3.5501\(3\)\(B\)\)](#)

Page only age restrictions making debtors ineligible for coverage if they are 65 or over at the time the indebtedness is incurred; or debtors who will have attained age 66 or over on the maturity date of the indebtedness; [\(28 TAC §3.5501\(3\)\(C\)\)](#)

Page a provision for a daily benefit equal to 1/30 (or other applicable fraction) of the scheduled monthly (or other specified mode of installment) payments on the indebtedness; and [\(28 TAC 3.5501\(3\)\(D\)\)](#)

Page For the purpose of total disability insurance, a definition of "total disability" which provides coverage during the first 12 months of such disability even though the insured is able to perform an occupation other than the one he held at the time such disability occurred. During the first 12 months of such disability, the definition of "total disability" must relate such disability to the inability to perform the essential and customary duties of the occupation of the debtor at the time the disability occurred. After such disability continues for more than 12 months, the definition of "total disability" may relate such continuing disability to the inability to perform any occupation for which the debtor is reasonably fitted by education, training, or experience. [\(28 TAC §3.5501\(3\)\(E\)\)](#)

Joint Credit Accident and Health Insurance - [28 TAC §3.5502](#)

Page Joint debtors means only spouses or business partners; and such persons must be jointly and severally liable for repayment of the single indebtedness and be joint signers of the instrument of indebtedness. [\(28 TAC §3.5502\(a\)\)](#)

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Coverage may be provided by either of the following methods:

each debtor is insured for 100% of the disability payment ([28 TAC §3.5502\(b\)\(1\)](#));

or

each debtor is insured for a portion of the disability payment. The total of the portions shall equal 100% of the disability payment. ([28 TAC §3.5502\(b\)\(2\)](#))

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Joint disability coverage shall be evidenced by an individual policy or, in the case of group insurance, by a certificate of insurance. The form shall specify the amount of disability benefit to be provided on each debtor. ([28 TAC §3.5502\(c\)](#))

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Joint disability forms shall provide that if coverage on one of the joint debtors is terminated, the coverage on the other debtor shall be continued under a single individual disability policy or a single group disability certificate. ([28 TAC §3.5502\(d\)](#))

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Coverage may be terminated for any of the following four reasons: ([28 TAC §3.5502\(d\)](#))

the coverage is successfully contested; ([28 TAC §3.5502\(d\)\(1\)](#))

the coverage was issued in error to a joint insured who exceeded the eligibility age limits and who correctly stated his age. ([28 TAC §3.5502\(d\)\(2\)](#))

coverage was issued in error to a joint insured who did not meet the eligibility employment requirements, if required, and who correctly stated his employment status in writing. ([28 TAC §3.5502\(d\)\(3\)](#))

suicide or any other life exclusions, as set forth in the policy or certificate. ([28 TAC §3.5502\(d\)\(4\)](#))

Page If a separate identifiable premium is charged for the joint disability coverage, and if joint coverage is desired by the debtors, each debtor must elect and sign for the joint coverage. ([28 TAC §3.5502\(f\)](#))

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Refund Formula in Policy - [28 TAC §3.5904](#)

Page All individual policies and certificates of insurance shall contain a description of the method used to calculate the refund of unearned premiums.

Type of Coverage	Refund Method
Other than single premium	Pro rata
Single premium life	Rule of Anticipation
Single premium accident and health	Rule of Anticipation or Rule of 78 and pro rata

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Treatment of Partial Months - [28 TAC §3.5906](#)

Page In calculating refunds upon termination, no charge for credit insurance may be made for the first 15 days of a loan month, and a full month may be charged for 16 days or more of a loan month.

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Refund of Insurance Charge on Termination of Debt or Insurance - [TIC §1153.202](#)

Page Each individual policy or group policy and group certificate must include a written notice stating that:

if the underlying debt or the insurance terminates before the originally scheduled termination date of the insurance, including the termination of a debt by renewing or refinancing the debt, the debtor shall be entitled to a refund of unearned premium; and

in the event that the underlying debt or the insurance terminates before the originally scheduled termination date of the insurance, including the termination of a debt by renewing or refinancing the debt, the person who is the holder of the underlying debt instrument on the date the debt terminates shall, no later than 60 days after the termination of the insurance, provide notice to the insurer of the termination of the debt, that includes the name and address of the insured and the payoff date of the underlying debt.

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Page The refund of any amount of unearned premium paid by or charged to the debtor for insurance shall be paid or credited promptly to the person entitled to the refund no later than 30 days after receipt of the notice required to be sent to the insurer.

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Page In any claim or action asserted by an insured against an insurer for failure to refund any unearned premium in accordance with [TIC §1153.202](#), the insurer shall be entitled to indemnity from a holder who failed to provide notice.

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Page A refund is not required if the amount of the refund is less than \$3.

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Page The formula to be used in computing the refund of the amount paid by or charged to the debtor for insurance if the underlying debt or the insurance terminates before the scheduled maturity date of the debt must be filed with and approved by the commissioner.

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Additional Comments or Objections: