

SERFF Tracking Number: EMCN-126093350 State: Arkansas  
 Filing Company: EMC National Life Company State Tracking Number: 42043  
 Company Tracking Number:  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -  
 Fixed/Indeterminate Premium  
 Product Name: Group Term Life Insurance Policy  
 Project Name/Number: /

## Filing at a Glance

Company: EMC National Life Company

Product Name: Group Term Life Insurance Policy SERFF Tr Num: EMCN-126093350 State: Arkansas

TOI: L04G Group Life - Term SERFF Status: Closed-Approved- Closed State Tr Num: 42043

Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium Co Tr Num: State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird  
 Author: Daryl Schoenfeld Disposition Date: 04/06/2009  
 Date Submitted: 04/03/2009 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval Implementation Date:  
 State Filing Description:

## General Information

Project Name: Status of Filing in Domicile: Authorized  
 Project Number: Date Approved in Domicile: 06/20/2000  
 Requested Filing Mode: Review & Approval Domicile Status Comments: Filed and approved.

Explanation for Combination/Other: Market Type: Group  
 Submission Type: New Submission Group Market Size: Small and Large  
 Overall Rate Impact: Group Market Type: Employer  
 Filing Status Changed: 04/06/2009 Explanation for Other Group Market Type:  
 State Status Changed: 04/06/2009

Deemer Date: Created By: Daryl Schoenfeld  
 Submitted By: Daryl Schoenfeld Corresponding Filing Tracking Number:

Filing Description:  
 Attached for your review and approval is a new group life application, life policy and certificate. These are new forms and do not replace any previously approved applications, policies or certificates. The application was approved by the Iowa Insurance Division August 22, 2000. The policy and certificate were approved by the Iowa Insurance Division June 20, 2000.

Application LH005.1 (12/05) Flesch Score 52.0

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Product Name: Group Term Life Insurance Policy  
 Project Name/Number: /  
 Group Life Policy LH727 Flesch Score 49.0  
 Group Life Certificate LH728 Flesch Score 66.0

These forms will be utilized by our licensed representatives for eligible group employer insureds and their eligible employees. We have bracketed certain information which may be deleted or retained depending on the group's optional selected plan specifications and persons to be eligible for coverage. Each policy and certificate will be a customized computer-generated document depending upon the marketing scenario of the group.

This submission contains no unusual or possibly controversial items which may deviate from normal company or industry standards. Please inform us of your approval. Thank you.

## Company and Contact

### Filing Contact Information

Daryl Schoenfeld, Assistant Secretary Dschoenfeld@emcni.com  
 4095 NW Urbandale Drive 515-237-2032 [Phone]  
 Urbandale, IA 50322-7914

### Filing Company Information

EMC National Life Company CoCode: 62928 State of Domicile: Iowa  
 4095 NW Urbandale Drive Group Code: Company Type: L and Health  
 Urbandale, IA 50322-7914 Group Name: State ID Number:  
 (515) 645-4000 ext. 4094[Phone] FEIN Number: 42-0868851

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
EMC National Life Company	\$50.00	04/03/2009	26927355

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Sub-TOI: L04G.103 Renewable - Single Life -  
Fixed/Indeterminate Premium

Product Name: Group Term Life Insurance Policy

Project Name/Number: /

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	04/06/2009	04/06/2009

*SERFF Tracking Number:* EMCN-126093350

*State:* Arkansas

*Filing Company:* EMC National Life Company

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*TOI:* L04G Group Life - Term

*Sub-TOI:* L04G.103 Renewable - Single Life -  
Fixed/Indeterminate Premium

*Product Name:* Group Term Life Insurance Policy

*Project Name/Number:* /

## **Disposition**

Disposition Date: 04/06/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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 Fixed/Indeterminate Premium

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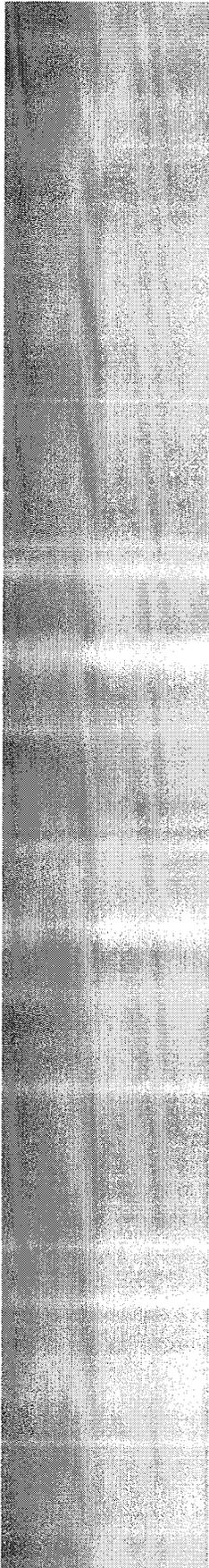
Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Actuarial Memorandum		No
Form	Group Life Application		Yes
Form	Group Life Policy		Yes
Form	Group Life Certificate		Yes

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## Form Schedule

### Lead Form Number: LH005.1 (12/05)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	LH005.1 (12/05)	Application/ Enrollment Form	Group Life Application	Initial		52.000	LH005.01 (12-05).pdf
	LH727	Policy/Cont ract/Fraternal Certificate	Group Life Policy	Initial		49.000	LH727 with brackets.pdf
	LH728	Certificate	Group Life Certificate	Initial		66.000	LH728 with brackets.pdf



**EMC**  
National Life Company

P.O. Box 9202 ■ Des Moines, IA 50306-9202  
1.800.232.5818 ■ [www.EMCNationalLife.com](http://www.EMCNationalLife.com)

# Group Term Life Insurance

# Master Application

The service marks EMC, EMC National Life Company, , and  EMC are registered in U.S. Patent and Trademark Office.

LH005.01 (12/05)

Count  
on **EMC**®

## STATE SPECIFIC FRAUD WARNINGS

**COLORADO** - It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**FLORIDA** - Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**KANSAS and WASHINGTON** - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime as determined by a court of law.

**KENTUCKY** - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**MAINE** - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**NEBRASKA and TEXAS** - Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

**NEW MEXICO** - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**OHIO** - Any person who, with the intent to defraud or knowingly that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**OKLAHOMA - WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**PENNSYLVANIA** - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**TENNESSEE** - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.



# National Life Company

P.O. Box 9202 ▪ Des Moines, IA 50306-9202  
1.800.232.5818 ▪ www.EMCNationalLife.com

Application is hereby made to the EMC National Life Company (herein called the Company). Application is for a contract of Group Term Life Insurance on the one year renewable term plan. The contract covers Employees/ Members as defined below.

### A. Policyholder Information:

1. Name of Policyholder \_\_\_\_\_
2. Policyholder's Address \_\_\_\_\_
3. Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
4. Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_
5. Nature of Business \_\_\_\_\_
6. Is the policy to include subsidiary or affiliated companies? \_\_\_\_\_  
If so, indicate the full names and addresses on a separate sheet of paper.

### B. Employee/Member Data:

1. Definition of Employees/Members eligible for coverage:  All full-time Employees/Members  
(\_\_ or more hours per week)  
 Other: Specify \_\_\_\_\_
2. Total number of Employees/Members \_\_\_\_\_ Number of Employees/Members to be insured \_\_\_\_\_
3. Employees/Members in all full-time occupational classes and at all locations are to be insured except \_\_\_\_\_
4. Waiting Period: Employees/Members are eligible: \_\_\_\_\_  
(Any Employee/Member not actively at work on the date his/her insurance is to become effective will not be insured until he/she actually resumes work)

### C. Premium Information:

1. Will Employees/Members contribute to the cost of this plan?  Yes  No  
If yes, please indicate percentage:  
Basic \_\_\_% Supplemental \_\_\_% Dependent Package \_\_\_% Spouse Life \_\_\_% Child Life \_\_\_%
2. Premiums are to be payable  annually  semi annually  quarterly  monthly
3. A deposit of \$ \_\_\_\_\_ is hereby made to apply on the first premium.

D. Effective Date of Insurance is \_\_\_\_\_ at 12:01 A.M.





**F. Replacement Information:**

1. Is the contract applied for to replace any existing insurance or annuity with this or any other company?  
 Yes       No

2. If so, give the name of the insuring company and the date coverage lapsed or expired \_\_\_\_\_  
 \_\_\_\_\_

**G. Special Requests:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

It is understood and agreed that this Application shall be made a part of the Contract. No Insurance will be in force until and unless approved by the Company at its Home Office.

**FRAUD WARNING:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. Caution. Read your state's specific fraud warning (as applicable) at the beginning of this application prior to signing.

Dated at \_\_\_\_\_ Date \_\_\_\_\_

Applicant's Name \_\_\_\_\_  
 (printed)

By \_\_\_\_\_ Its \_\_\_\_\_  
 (signature) (title)

Applicant's Witness \_\_\_\_\_ Its \_\_\_\_\_  
 (signature) (title)

I, as agent, represent that I have accurately recorded the information supplied to me.

Agent's Name \_\_\_\_\_  
 (printed)

Agent's Signature \_\_\_\_\_ Agent's Code No. \_\_\_\_\_

Agent: If replacement of existing insurance is involved, have you complied with all state requirements?

Yes  No (if no, explain) \_\_\_\_\_  
 \_\_\_\_\_



P.O. Box 9202 ■ Des Moines, IA 50306-9202  
1.800.232.5818 ■ www.emcnationallife.com

We agree to pay the benefits provided with respect to each person insured for them under this policy in accordance with the provisions of this policy.

This policy is issued in consideration of the application and the payment of the premiums. This policy is subject to all terms of this page and each page that follows. You accept it for you and the insured person, subject to the same terms. Each page that follows is a part of this policy.

**Notice Of 30-Day Right To Examine The Policy**

Within 30 days after you first receive this policy, it may be canceled for any reason by delivering or mailing it to the agent from whom it was purchased or to us at our home office. Delivery or mailing of this policy will void this policy from the date of issue. The premium paid for the policy will be refunded to you.

Signed for the EMC National Life Company at its home office in Urbandale, Iowa.



President



Secretary

Countersigned \_\_\_\_\_

**GROUP LIFE INSURANCE. One Year Renewable Term. Nonparticipating.**

LH727

Page 1

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This policy is a legal contract between the employer (policyowner) and the company.

Read the policy carefully. This page is only a short outline of the important features of the policy. The policy provisions explain the rights and benefits of the policyowner and the company. **READ THE POLICY CAREFULLY, IT IS IMPORTANT.**

ALPHABETICAL GUIDE TO YOUR POLICY

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DECLARATION PAGE

Policy Issue Date: [May 1, 2003]  
Anniversary Date: [May 1, 2004]  
Premium Payment Mode: [Monthly]  
Initial Premium Rate Guarantee: [3 Years]  
Eligibility:

[All part-time employees working at least 20 hours per week, and full-time employees working at least 36 hours per week who are actively at work.]

Waiting Period:

[Employees are eligible for coverage on the first of the month coinciding with or next following 30 days of active employment.]

Contributory or Non-contributory:

Basic Employee [Life/AD&D:]	[100% Non-contributory]
[Supplemental Employee Life/AD&D:]	[100% Contributory]
[Dependent Life:]	[100% Contributory]

Guaranteed Issue Amount: [\$100,000 Life/\$100,000 AD&D\*]

[\*All Basic Life Insurance and Basic Accidental Death and Dismemberment coverage are guaranteed issue. If elected within 31 days of becoming eligible, Supplemental Employee Life with AD&D is guaranteed issue up to \$50,000 for employees under age 65. Employees over age 65 can elect the reduced value of \$50,000 on a guaranteed issue basis. Dependent coverage is guaranteed issue if applied for within 31 days of becoming eligible. Requests over the guaranteed issue limits or requests from late applicants are subject to proof of good health.]

Accelerated Death Benefit:  
Up to 50% of the total employee life insurance amount.

Continuation Provision:

As long as the group policy is in force, an employee is a member of an eligible insurance class, and an employee remains employed, insurance protection will continue in force as described in the schedule of benefits in the policy.

Employees will be considered employed in the following situations as long as premium payments continue:

1. Sickness or injury leave of absence
2. Other authorized leave of absence
3. Temporary lay-off, but not longer than three months
4. Approved Family Medical Leave

GROUP INSURANCE POLICY NUMBER [GL-0###] ISSUED TO  
[GROUP NAME HERE]

Schedule of Benefits:

Employee Basic Group Term Life Insurance:

<u>Class</u>	<u>Description</u>	<u>Amount of Insurance</u>
I	Administrators, Consultants and Executive Personnel	\$50,000
II	RN/LPN	\$15,000
III	Department Heads	\$10,000
IV	All other employees	\$ 7,500

Employee Basic Accidental Death and Dismemberment:

<u>Class</u>	<u>Description</u>	<u>Amount of Insurance</u>
I	Administrators, Consultants and Executive Personnel	\$150,000
II	RN/LPN	\$15,000
III	Department Heads	\$10,000
IV	All other employees	\$ 7,500

Seatbelt Benefit: \$10,000

Airbag Benefit: \$5,000

Repatriation Benefit: The company will pay up to \$5,000 for the preparation and transportation of the employee's body to a mortuary:

Education Benefit:

Each Qualified Child

Benefit Amount per Academic Term:

The lesser of:  
a. 1 1/4% of the Full Amount of the employee's Basic Accidental Death and Dismemberment Insurance or;  
b. \$2,500

Maximum Benefit Payments:

8 per lifetime

Maximum Benefit Amount:

\$20,000

Maximum Benefit Period:

6 years from the date the first benefit payment has been made.

The education Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable.

Employee Supplemental Group Term Life Insurance:

Eligible employees may elect Supplemental Life coverage and Accidental Death and Dismemberment coverage under the following schedule.

<u>Class</u>	<u>Description</u>	<u>Plan</u>	<u>Amount of Insurance</u>
I	Administrators, Consultants and Executive Personnel	A	\$ 50,000
		B	\$100,000
		C	\$225,000
II, III, & IV	RN/LPN, Department Heads & All other employees	A	\$ 10,000
		B	\$ 20,000
		C	\$ 30,000
		D	\$ 40,000
		E	\$ 50,000

Dependent Life Insurance

Spouse	\$2,500
Infants age 14 days to 6 months	\$ 100
Children age 6 months to 19 yrs Or age 25 if a full time student	\$2,500

Employee Reduction in Coverage

Coverage reduces to 65% from age 70-74; to 45% from age 75-79; and to 30% at age 80 and over. Coverage will terminate at retirement or when no longer eligible.

## Key Terms

Academic Term	means one of the set periods of time within an academic year during which an educational course may be completed.
Academic Year	means the annual period of course sessions of the accredited post-secondary institution of higher learning.
Accidental Bodily	means bodily harm caused solely by external, violent and accidental means and not contributed to by any other cause.
Active Employment	means the individual must be working: <ol style="list-style-type: none"><li>1. for you on a permanent full-time basis and paid regular earnings;</li><li>2. at least the minimum number of hours shown on the Specifications Page; and either</li><li>3. at your place of business; or</li><li>4. at a location to which your business requires the individual to travel.</li></ol>
Annual Enrollment Period	means a period before each policy date so designated by you and us.
Application	means the form filled out to get this policy and any riders
Beneficiary	means the person or persons designated by the employee to receive the benefits of life insurance and accidental death benefits upon the employee's death.
Death Benefit	as used in the Amount of Insurance section under the Schedule of Benefits, means the amount of life insurance a person will be eligible to receive, less any amount received under the accelerated benefit.
Dependent	means: <ol style="list-style-type: none"><li>1. The employee's lawful spouse; and</li><li>2. The employee's unmarried children between 14 days and:<ol style="list-style-type: none"><li>a. the child's age limit shown on the Declaration Page; or</li><li>b. the student's age limit shown on the Declaration Page if the child is a full-time student at an accredited school.</li></ol></li></ol>
Children	includes the employee's own natural offspring and lawfully adopted children. It also includes step-children, foster children and other children who are dependent on the employee for support and living with the employee in a regular parent-child relationship. The employee's spouse or child who is insured under this policy as an employee is not a dependent. When both an employee and spouse are insured as employees under the policy, only one may cover dependent children.
Employee	means a person in active employment of the employer.
Employer	means the policyholder and includes any division, any subsidiary or any affiliated company named in the policy.
Enrollment Period	means the initial enrollment period or any annual enrollment period.
Evidence of Insurability	means a statement or proof of a person's medical history upon which acceptance for insurance will be determined by us.

Home Office	means EMC National Life Company, 4095 NW Urbandale Dr., Urbandale, Iowa 50322.
Initial Enrollment Period	means one of the following periods during which an employee may first make written application for coverage under the policy: <ol style="list-style-type: none"> <li>1. if eligible for insurance on the policy effective date, a period before the policy effective date so designated by you and us.</li> <li>2. if eligible for insurance after the policy effective date, the period which ends 31 days after the employee's date of eligibility.</li> </ol>
Insured Person	means persons insured under the group contract as set out in the eligibility provision.
Male Pronoun	whenever used includes the female.
Occupational Physician	means arising out of, or in the course of, any employment for pay or profit. means a person who is: <ol style="list-style-type: none"> <li>1. operating within the scope of his license; and either</li> <li>2. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or</li> <li>3. legally qualified as a medical practitioner and required to be recognized, under the policy for insurance purposes, according to the insurance statutes or insurance regulations of the governing jurisdiction.</li> </ol> It does not include a claimant or his spouse, daughter, son, father, mother, sister or brother.
Private Passenger Car	means a validly registered four-wheel passenger car (including policy holder owned cars), station wagons, jeeps, pick-up trucks and van-type cars.
Qualified Child	means any of an employee's children who, on the date of the employee's death as a result of an accidental bodily injury, meet the definition of a dependent and were either: <ol style="list-style-type: none"> <li>1. enrolled as full-time students in an accredited post-secondary institution of higher learning beyond the 12th grade level; or</li> <li>2. at the 12th grade level and enroll as full-time students in an accredited post-secondary institution of higher learning beyond the 12th grade level within 365 days following the employee's death.</li> </ol>
Retirement Date	means the first of the following to occur: <ol style="list-style-type: none"> <li>1. the effective date of the employee's retirement benefits under: <ol style="list-style-type: none"> <li>a. any plan of a federal, a state, a county, a municipal or an association retirement system for which the employee is eligible as a result of employment;</li> <li>b. any plan you sponsor; or</li> <li>c. any plan for which you: <ol style="list-style-type: none"> <li>i. make contributions; or</li> <li>ii. have made contributions.</li> </ol> </li> </ol> </li> <li>2. the effective date of the employee's retirement benefits under the United States Social Security Act or any similar plan or act. But if the employee is actively employed by you and receiving retirement benefits under the United States Social Security Act or any similar plan or act the employee will not be considered retired.</li> </ol>
Total Disability and Totally Disabled	mean, that as a result of sickness or injury: <ol style="list-style-type: none"> <li>1. an employee is unable to perform each of the material duties of any gainful occupation for which reasonably fitted by training, education or experience.</li> <li>2. an employee's dependent is unable to perform each of the usual and customary duties or activities of a person of the same age or sex in good health.</li> </ol>
Waiting Period	as described on the Declarations Page, means the continuous length of time immediately before the eligibility date during which the employee must be in an eligible class.
You	means you, the employer.
We, Our, Us:	means EMC National Life Company.

### General Provisions

Effective Date:	This policy will become effective on the issue date shown on the Declaration Page.
The Contract:	Your application, a copy of which is attached, this policy, and any insured person applications make up the entire contract. All statements, in absence of fraud, will be deemed representations and not warranties. No statements made will be used to void this policy or deny a claim unless it is in a written application signed by you or the insured person.
Modification of Contract:	No change in this policy will be valid unless approved by one of our officers. Any change must be shown on or attached to the policy.
Incontestability:	<p>This policy will be incontestable, except for nonpayment of premium, after it has been in force for two years from the issue date. No statement made by an insured person relating to insurability will be used to contest the validity of insurance coverage after it has been in force for two years during the lifetime of such insured person.</p> <p>No statement made by an insured person will be used to void the insurance unless:</p> <ol style="list-style-type: none"><li>1. The statement is in writing and signed by the insured person; and</li><li>2. A copy of such statement is or has been furnished to the insured person or his beneficiary.</li></ol>
Individual Certificates:	<p>We will issue to you, for delivery to each insured person, a certificate describing:</p> <ol style="list-style-type: none"><li>1. The coverage provided;</li><li>2. The limitations or requirements of this policy that may apply to the insured person</li></ol> <p>The certificate is evidence of insurance and is not part of the policy.</p>
Payment of Premiums:	The first premium will be due on the effective date of the policy. Each premium after that will be due on each following premium due date. You must pay each premium in advance to us at our home office
Premium Due Date:	The premium due date will be the day of the month which is the same in number as the anniversary date.
Premium Amount:	The amount of premium to be paid on each due date will be determined by the total volume of insurance in force. The volume will then be multiplied by the premium rate then in effect and the number of months between due dates.

Premium Rate Changes:	<p>We may change a premium rate in force:</p> <ol style="list-style-type: none"> <li>1. On any premium due date, if the rate has been in effect twelve months or more. We must give you written notice at least 31 days before the date of change; and</li> <li>2. On any date that a schedule of insurance or class of insured person is changed; and</li> <li>3. On any policy anniversary based on experience and new composition of the group.</li> </ol>
Data Required and Clerical Error:	<p>You will furnish to us all information needed to administer the policy. We have the right to inspect any of your records which relate to the policy.</p> <p>A clerical error in keeping records in connection with the policy will neither void insurance which would otherwise be in force nor continue insurance which would otherwise be terminated. Upon discovery of such error premiums will be adjusted.</p>
Evidence of Insurability	<p>Evidence of insurability must be submitted to us for approval with any written application for insurance if:</p> <ol style="list-style-type: none"> <li>1. the person was previously declined by us;</li> <li>2. at an annual enrollment period, the person: <ol style="list-style-type: none"> <li>a. enrolls for Additional Benefits;</li> <li>b. applies for an increase in the amount of life insurance; or</li> </ol> </li> <li>3. the amount of insurance exceeds the guaranteed issue amount specified by us.</li> </ol>
Grace Period	<p>A 31 day grace period will be allowed for the payment of premiums after the first. The policy will remain in force during the grace period unless the employer has given us notice of discontinuance in accordance with the terms of the policy.</p>
Conformity with Law	<p>If, on the issue date, any provision of this policy is contrary to any law of the state in which the policy is issued, such provision will be amended to comply with such law.</p>
Nonparticipating	<p>This policy does not share in our surplus earnings.</p>

Enrollment and the Date Insurance Starts  
for Employees and Dependents

When an Employee  
Can Enroll

An employee can enroll if the employee is:

1. in active employment with the employer; and
2. in an employee class that is eligible for insurance. An employee can increase or decrease Additional Benefits at any time. However, increases are subject to evidence of insurability.

When an Employee  
Can Enroll  
Dependents

To be enrolled, each of an employee's dependents must be a dependent as defined. If the employee is insured under this policy, the employee can apply for dependent insurance.

Employee's Date of  
Eligibility

An employee will be eligible for insurance on the latter of these dates:

1. the policy effective date; or
2. at the end of the waiting period shown on the Declaration Page.

Dependents Date of  
Eligibility for  
Insurance

Dependents will be eligible for dependent insurance on the latter of these dates:

1. the date the employee's insurance begins; or
2. the date the employee first acquires a dependent.

Initial Enrollment  
Period

During the initial enrollment period, an employee will automatically be enrolled in the basic benefits. The employee may also choose to enroll in any option listed under the additional benefits in the Schedule of Benefits.

An employee choosing not to enroll in additional benefits during the initial enrollment period for the employee, may not apply until the next enrollment period.

Annual Enrollment  
Period

During each annual enrollment period, an employee may choose one of the following for the next policy year:

1. to enroll in additional benefits with evidence of insurability satisfactory to us if the employee declined or terminated additional benefits;
2. to decrease coverage;
3. to increase the employee's life coverage to any level with evidence of insurability satisfactory to us; or
4. the same level of coverage.

Any amount of insurance for which evidence of insurability is required will be effective on the date we give our approval.

If an Employee  
Does Not Apply  
During an Annual  
Enrollment Period

If an employee fails to apply during any annual enrollment period:

1. the employee will continue to be insured for the same option during the next policy year; and
2. no increase in that coverage can be made during the next policy year without evidence of insurability.

Changes in Coverage  
at Any Other Time

An employee may choose to decrease additional benefits at any time.

Employee Termination  
and Rehire

If an employee is rehired by you within the same year that the employee's employment terminated:

1. the employee will be insured for the same coverage that was in effect on the date employment terminated; and
2. coverage will be effective the first of the month coinciding with or following the date of rehire.
3. any changes in coverage to increase from amounts previously in force will be subject to evidence of insurability satisfactory to us.

Effective Date of  
Insurance for  
Employees and  
Dependents

Insurance will start at 12:01 a.m. on the day determined as follows, but only if the employee's request for insurance is made (1) with us through you; and (2) on a form satisfactory to us.

For the Employee

When the employee enrolls during their initial enrollment period the employee will be insured for basic benefits on their date of eligibility.

If the employee chooses any additional benefits option, the employee will be insured on the later of these dates:

1. the employee's date of eligibility if coverage was applied for before that date; or
2. the date the employee applied if application was made on or before the 31st day after their date of eligibility.

If the employee does not apply for any additional benefits option on or before the 31st day after their date of eligibility, they cannot increase their additional benefits until the next annual enrollment period.

Employees enrolling during any annual enrollment period will be insured for the selected coverage on the latter of the following dates:

1. the first day of the next policy year; or
2. the date we give our approval if evidence of insurability is required.

For Dependents

Dependents will be insured on the latest of these dates:

1. the date they become eligible if the employee applied for dependent insurance on or before that date;
2. the date the employee applied for dependent insurance if application is made on or before the 31st day after the date the dependent becomes eligible; or
3. The date we give our approval if evidence of insurability is required.

However, please note this exception:

1. Initial Insurance - The effective date of any initial insurance will be delayed for a dependent if the dependent is hospital confined on the date that insurance would otherwise be effective. The initial insurance for that dependent will start on the day following final discharge from the hospital.
2. Increase of Additional Insurance - If an employee is not in active employment because of an injury, a sickness, a temporary layoff or a leave of absence on the day insurance would otherwise be effective, the effective date of any increased or additional insurance will be delayed for the employee's dependent. The increased or additional insurance will start on the day the employee returns to active employment.

Effective Date of  
Increases in Amount  
Of Insurance Due to  
Change in Earnings

Increases in the amount of insurance due to a change in earnings are effective immediately.

However, there is an exception. The effective date of any initial, increased or additional insurance will be delayed if the employee is not in active employment because of an injury, a sickness, a temporary layoff or a leave of absence on the date that insurance would otherwise be effective. That insurance for an employee will start on the date the employee returns to active employment.

**Actively at Work  
Requirement**

**Before insurance can be effective the employee must be actively at work on the day insurance is to begin. Actively at work means that the employee is performing all the duties of their work at the usual place of work. If an employee is not actively at work on the date insurance would otherwise begin, insurance will begin on the date the employee is actively at work.**

## Life Insurance

### Death Benefit for an Employee

At the death of an insured employee, the life insurance amount shown on the Declaration Page for the employee's class will be paid in a lump sum to the employee's beneficiary. An employee or the beneficiary can elect to have the death benefit paid using one of the other arrangements we provide. Proof of death as required must be given to us before the death benefit will be paid.

### Suicide Exclusion for Employees

The suicide exclusion provision below applies only to employee coverage. It applies to any initial amount that is subject to evidence of insurability and employee contributions required. It also applies to subsequent increases in employee coverage subject to evidence of insurability and employee contributions required.

Where the cause of death is suicide:

- a. no initial insurance will be payable for a loss occurring within 24 months after the employee's initial effective date of insurance; and
- b. no increased or additional insurance will be payable for a loss occurring within 24 months after the day such increased or additional insurance is effective.

### Accelerated Benefit

The accelerated benefit is an option for an employee to elect to receive a portion of the employee's  or the employee's dependent's  life insurance, while living. To qualify:

1. each person must become terminally ill while insured for life insurance benefits; and
2. have a medical prognosis of 12 months or less to live; and
3. each person must notify us in writing, in a form acceptable to us; and
4. we must receive certification which we deem satisfactory, in writing by a physician that the employee  or dependent  is terminally ill and has a medical prognosis of 12 months or less to live.

Approved requests for the accelerated benefit will be paid to the employee in one lump sum. It is payable only once during the employee's  or the dependent's  lifetime. Premium payment must continue to be paid on the full amount of life insurance. If the employee is qualified for the Life Disability Benefit provision, the employee's insurance will be extended without further premium payments according to the terms of the policy.

Once this benefit has been paid, the amount of life insurance will be reduced by the accelerated benefit payment. The remaining life insurance amount will be paid according to the terms of the policy, subject to any reduction and termination provisions. Also, any conversion amount the employee  or dependent  could otherwise convert will be reduced by the accelerated benefit payment.

The accelerated benefit is not available if the employee  or dependent  are:

1. required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
2. are required by a government agency to use this benefit in order to apply for, get or keep a government benefit or entitlement.

If the accelerated benefit option is elected and the employee has irrevocably assigned rights under the policy to an assignee or made an irrevocable beneficiary designation, we must receive consent, in writing, that the assignee or irrevocable beneficiary has agreed to payment of the accelerated benefit.

**EMC National Life Company will not be responsible for any tax or other effects of any accelerated benefit payment.**

Life Disability  
Benefit

The life disability benefit is an extension of an employee's life insurance during the employee's total disability, if the employee qualifies. To qualify, the employee must:

1. become totally disabled while insured and before age 60;
2. be continuously totally disabled for at least 9 months;
3. notify us of the total disability within 1 year from the date total disability started (a person acting for the employee may give us the notice of the employee's total disability); and
4. the employee or a person acting for the employee must give us proof of the employee's continuous total disability. The first proof must be given to us between the 9th and 12th month after the date the total disability started.

Continuing proof of total disability must be given as we may require, at regular intervals. But after two years, we will not require proof more than once a year. If it is not possible to give us notice or proof of the employee's total disability within these time limits, it must be given as soon as reasonably possible. But it may not be given more than 3 months later than the time either the notice or proof is otherwise required.

Once proof of an employee's total disability is approved by us, the employee's life insurance will remain in force without premium payments until the employee's life disability benefit ceases under the termination provisions below.

The life amount we will keep in force for the employee is that amount in effect on the employee's last day of active employment. But all reductions and termination provisions in effect on the employee's last day of the active employment will still apply to that continued amount.

The life amount we keep in force for the employee will terminate on the earliest of these dates:

1. the date the employee is no longer totally disabled.
2. the date the employee fails to give us continuing proof of total disability.
3. the date the employee refuses to be examined as requested.
4. the employee's attainment of age 65.

If the employee dies within 1 year of the date total disability started without giving us the first proof, the death benefit will still be paid to the beneficiary. But we must receive proof of the employee's:

1. continuous total disability from their last day of active employment to the date of their death; and
2. death in a form satisfactory to us.

Dependent's Death  
Benefit

If an employee's insured dependent dies from any cause, the life insurance amount shown on the Schedule of Benefits will be paid to the employee.

Conversion Rights  
That Apply to  
Employees Only

### Life Insurance Conversion Rights

An employee has the right to convert to a personal life policy the amount of life insurance that terminates or reduces because the employee:

1. ends employment;
2. changes job status and so becomes ineligible;
3. retires;
4. reaches a specified age; or
5. changes employee class.

The personal life policy amount can be equal to or less than the amount that terminated.

Conversion Rights  
That Apply to Both  
Employees and  
Dependents

Each person has the right to convert to a personal life policy the amount of any life insurance which terminates because:

1. the life insurance is terminated for that person's insurance class; or
2. the group policy is terminated.

But in both cases, the person converting must have been continuously insured under the group policy for at least 5 consecutive years just before that termination. The maximum life amount that may be converted is the smaller of:

1. the terminated life amount less any life amount for which a person is or becomes eligible under any other group policy within 31 days after that termination; or
2. \$2,000.

Conversion Policy

To apply for conversion, each person must complete an application. That application along with the first premium payment must be sent to us. It must be done within 31 days from the date the life insurance terminated. No evidence of insurability is needed. The individual policy will be a plan, except term insurance, then being offered by us. It will be for life insurance only. It will not include disability coverage or other supplemental benefits. It will be effective at the end of the 31 day period after termination of insurance. The premium rates will be those in effect by us for the insured person's age, type of insurance, and class of risk.

If the employee's personal life policy becomes effective and the employee is later approved for the life disability benefit, the employee:

1. must return that personal life policy;
2. will not receive any benefits under that personal life policy; and
3. will receive a premium refund for that personal life policy.

If a person dies during the 31 day conversion period, we will pay a death benefit. The death benefit will:

1. be paid under the group policy and not under the personal life policy; and
2. equal the maximum life amount which that person might have otherwise converted.

The personal policy must be returned to us without claim, except for a premium refund.

Accidental Death and  
Dismemberment  
Benefits for the  
Employee

### Accidental Death and Dismemberment

If an employee suffers any loss of the insured losses shown in the Schedule of Losses and Benefits following, a benefit will be paid in a lump sum. Employees can elect to have death or dismemberment benefit paid using one of the other arrangements we provide. The death benefit is paid to the employee's beneficiary. The dismemberment benefit is paid to the employee. But first we must receive proof that:

1. the employee sustained an accidental bodily injury which caused the insured loss;
2. the event causing the accidental bodily injury occurred while the employee was insured under this policy; and
3. the insured loss occurred within 365 days after the date of the event causing the accidental bodily injury.

#### Schedule of Losses and Benefits

For Loss of	The Benefit will be
	*
Life	The Full Amount
Both Hands or Both Feet or Sight of Both Eyes	The Full Amount
One Hand and One Foot	The Full Amount
One Hand or One Foot and Sight of One Eye	The Full Amount
One Hand or One Foot	One Half the Full Amount
Sight of One Eye	One Half the Full Amount

\* The Full Amount is Shown on the Declaration Page

For hands or feet, "loss" means dismemberment by severance at or above the wrist or ankle joint.  
For eyes, "loss" means the total and irrecoverable loss of sight.

No more than the full amount will be paid for all the person's losses sustained in any one event causing the accidental bodily injury.

Repatriation  
Benefit

We will pay up to \$5,000 for the preparation and transportation of an insured employee's body to a mortuary. Payment will be made if as the result of a covered accident, the employee dies at least 75 miles away from the employee's principal place of residence.

Seatbelt(s) and  
Air Bag Benefit

We will pay an additional accidental death benefit, as shown on the Declaration Page if an employee sustains an accidental bodily injury which causes loss of life while the employee is driving or riding in a private passenger car, provided:

For Seatbelt(s):

1. the private passenger car is equipped with seatbelt(s); and
2. the seatbelt(s) were in actual use and properly fastened at the time of the event; and
3. the position of the seatbelt(s) are certified in the official report of the event, or by the investigating officer. A copy of the police accident report must be submitted with the claim.

If such certification is not available, and it is unclear whether the person was wearing seatbelt(s), then we will pay a fixed benefit of \$1,000.

For Air Bag:

1. the private passenger car is equipped with a single air bag and the employee is the driver; or
2. the private passenger car is equipped with an air bag for both the driver and the front seat passenger seat and the employee is the driver or the front seat passenger; or
3. the private passenger car is equipped with an air bag for the driver seat, air bag for the front seat passenger seat and air bags for rear passenger seats and the employee is the driver, the front seat passenger or rear seat passenger; and
4. the seatbelt(s) must be in actual use and properly fastened at the time of the event.

No benefit will be paid if the employee is the driver of the private passenger car and does not hold a current and valid driver's license.

The event causing the loss of the employee's life must occur while the employee is insured under this policy.

Education Benefit for  
Qualified Children

Benefits will be paid on behalf of each of an employee's qualified children if:

1. the employee dies:
  - a. as the result of an accidental bodily injury; and
  - b. within 365 days after the date of the event causing the accidental bodily injury; and
2. the event causing the accidental bodily injury occurred while the employee was insured under this plan for accidental death and dismemberment insurance; and
3. the employee's qualified child furnishes proof as required by us.

The maximum benefit per academic term, maximum benefit payments, maximum benefit amount and maximum benefit period are shown on the Specifications Page.

The Education Benefit will terminate for each qualified child on the earliest of the following:

1. the date a qualified child fails to furnish proof as required by us;
2. the date a qualified child no longer qualifies as a dependent child for any reason except the employee's death; or
3. the end of the maximum benefit period.

Accidental Death and  
Dismemberment Benefit  
Exclusions

No accidental death and dismemberment benefits will be paid for loss caused by or contributed to by:

1. disease of the body, mental infirmity or diagnostic, medical or surgical treatment;
2. suicide, self-destruction while sane, intentionally self-inflicted injury while sane, or self-inflicted injury while insane;
3. war, declared or undeclared, or any act of war;
4. active participation in a riot;
5. committing or attempting to commit an assault or a felony; or
6. voluntary use of any controlled substance. (This is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments.) This exclusion will not apply if the controlled substance is prescribed for you by a physician.

### Beneficiary and Assignment Provisions

#### Beneficiary Designation For Death Benefits Under Life and Accidental Death with the and Dismemberment Benefit

The death benefit will be paid to the beneficiary named by the employee. The employee may change a beneficiary at any time by filing a form approved by us employer. The new beneficiary designation will be effective as of the date the employee signs the form. But if we have taken any action or made payment before the employer receives that form, that change will not go into effect. If more than one beneficiary is named, but the employee did not designate their order of rights, the beneficiaries will share equally. The share of a beneficiary who dies before the employee will pass to any surviving beneficiaries in the order designated.

Death benefits will be paid to the employee's estate if:

1. a beneficiary was not named; or
2. all beneficiaries named died before the employee.

If the employee did not elect payment under any option other than lump sum, the beneficiary may do so after the employee's death.

#### Facility of Payment

Instead of making payment to the employee's estate, we have the right to make that payment to any one of the following surviving relatives: spouse, parent, child, brother or sister.

If a benefit is payable to a minor or anyone not competent, we may pay up to \$2,000 to the person or institution that appears to have assumed custody and main support. We may do this unless or until the beneficiary's appointed legal representative makes a formal claim. If we make such a payment in good faith, it fully discharges our duty to pay it again.

At our judgement, a part of the death benefit may be applied to funeral and other expenses incident to the employee's last sickness and death. That amount will be the lesser of \$1,000 or the maximum allowed by law.

#### Assignability Rights Life Insurance and Accidental Death and Dismemberment Benefits

The rights provided to the employee by the policy for life insurance and accidental death benefits are owned by the employee, unless the employee assigns these rights to someone else (known as an "assignee").

We will recognize an assignee as the owner of the rights assigned only if:

1. the assignment is in writing, signed by the employee, and acceptable to us in form; and
2. a signed or certified copy of the assignment has been received and registered at our home office.

We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the policy's provisions before receiving and registering an assignment.

## Termination Provisions

### Termination of Insurance

Insurance under the policy terminates at the earliest time stated below.

1. The date the policy is terminated
2. The date the individual is no longer in a class eligible for insurance.
3. The date an individual's class is no longer covered by the policy.
4. The end of the period for which the individual's last contribution for their insurance has been made.
5. The date an individual's employment terminates. Employment will be considered terminated if the individual ceases active employment; unless the employee is not in active employment because of an approved absence due to injury, sickness, temporary layoff or leave of absence, then insurance may be continued by the employer, subject to premium payment, up to the time limits shown on the Declaration Page.

### Termination of Dependents Insurance

Dependents cease to be insured for dependent insurance at the earliest time stated below:

1. The date the employee's insurance is terminated.
2. The date the group policy is terminated.
3. The date the person is no longer in a class eligible for dependent insurance.
4. The date the employee no longer has any dependents.
5. The end of the period for which the employee's last contribution for dependents insurance has been made.
6. The date the person is no longer insured for dependent insurance.
7. The date the dependent loses status as a dependent.

### Termination of Group Policy

This group policy will terminate:

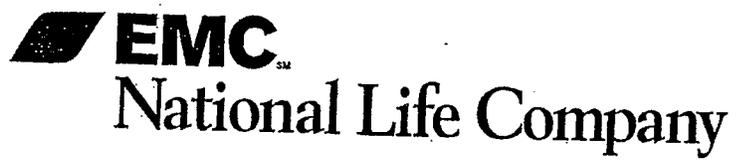
1. If the employer fails to pay any premium which is due by the end of the grace period. The employer must pay all premiums due through the grace period.
2. On the day before the premium due date if we receive written notice from the employer before the premium due date.
3. On the day before a premium due date if we give written notice to the employer at least 31 days in advance.

We reserve the right to terminate this policy on any premium due date if:

1. the number of insured persons drops below 10 individuals; or
2. less than 100% of eligible persons are insured when no contributions are made by them; or
3. less than 75% of eligible persons are insured when contributions are made by them.

GROUP LIFE INSURANCE. One Year Renewable Term. Nonparticipating.

EMC National Life Company  
Home Office - 4095 NW Urbandale Drive, Urbandale, Iowa 50322  
Telephone 1-800-232-5818



**GROUP LIFE & ACCIDENTAL  
DEATH & DISMEMBERMENT PLAN**

**Your Policy Number: GL-XXXX**

**EMC.**  
**National Life Company**

A STOCK LIFE INSURANCE COMPANY  
P.O. Box 9202 ■ Des Moines, IA 50306-9202  
1.800.232.5818 ■ www.emcnationallife.com

This is Your certificate of insurance. It describes the benefits and the amounts for which You are insured. It is subject to all of the provisions of the group policy whether mentioned or not. The group policy will be in a location where You can examine it upon request.

The certificate of insurance is not an insurance policy. It does not form a part of the group policy nor does it amend, extend or alter the coverage provided by the group policy.

READ YOUR CERTIFICATE CAREFULLY

  
President

  
Secretary

CERTIFICATE FOR GROUP LIFE INSURANCE:  
One-Year Renewable Term. Nonparticipating.

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## PLAN OUTLINE SCHEDULE

### Life and Accidental Death and Dismemberment (AD&D) Benefits For You

- Description of Eligible Classes  
Department Heads

- Amounts of Insurance

You will automatically be enrolled for the Basic Benefits, but you may also choose to enroll in any one option listed under the Additional Benefits.

#### Basic Benefits:

*Life Amount:*  
\$10,000

*AD&D:*  
AD&D amount is equal to your Basic Life Amount

#### Additional Benefits

	<i>Life Amount</i>	<i>AD&amp;D</i>
Option A	\$10,000	AD&D is equal to your Life Amount
Option B	\$20,000	AD&D is equal to your Life Amount
Option C	\$30,000	AD&D is equal to your Life Amount
Option D	\$40,000	AD&D is equal to your Life Amount
Option E	\$50,000	AD&D is equal to your Life Amount

**NOTE:** If you are age 70 or older at the initial enrollment period, your coverage will be 65% of the option you choose.

If you are age 75 or older at the initial enrollment period, your coverage will be 45% of the option you choose.

If you are age 80 or older at the initial enrollment period, your coverage will be 30% of the option you choose.

- Life Insurance (Basic and Additional Benefits combined):

*Reduction Formula:* The pre-age 70 amounts as shown in the schedule reduce to 65% at age 70; and further reduce to 45% at age 75 and to 30% at age 80.

*Accelerated Benefit (accelerated payment of your death benefit):* The lessor of:  
 a. 50% of your death benefit; or  
 b. \$50,000, payable once in your lifetime

- AD&D Benefits (Basic & Additional Benefits combined):

*Reduction Formula:* The pre-age 70 amounts as shown in the schedule reduce to 65% at age 70; and further reduce to 45% at age 75 and to 30% at age 80.

- Education Benefit:

**Each Qualified Child**

<i>Benefit Amount Per Academic Term:</i>	The lessor of: a. 1¼% of the Full Amount of your Accidental Death and Dismemberment Insurance; or b. \$2,500
<i>Maximum Benefit Payments:</i>	8 per lifetime
<i>Maximum Benefit Amount:</i>	\$20,000
<i>Maximum Benefit Period:</i>	6 years from the date the first benefit payment has been made

The Education Benefit is separate from any Accidental Death and Dismemberment Benefit which may be payable.

- Seat Belt(s) and Air Bag Benefit:

Seat Belt	\$10,000
Air Bag	\$ 5,000

**Life Benefits For Your Dependents**

- Dependent Life Options are included in the Additional Benefits (AD&D benefits are not included for the dependents).

You can enroll in any one spouse life option and any one dependent child life option listed below. If you do not choose any option for your spouse and/or child, you will automatically be enrolled in Dependent Life Option A.

**Life Amount**

- Spouse Life Options
 

Option A	No Coverage
Option B	\$2,500
- Dependent Child Life Options:
 

Option A	No Coverage
Option B	Attained age at death
	14 days to 6 months — \$100
	6 months to 24th birthday — \$2,500

**NOTE:** The amount of insurance on the life of any one of your dependents may not exceed 50% of your group life insurance then in force.

Accelerated Benefit (accelerated payment of dependent's death benefit):	The lessor of: a. 50% of each person's death benefit; or b. \$50,000, payable once in each person's lifetime
---	--

## GENERAL INFORMATION

**Minimum Requirement for Active Employment:** 30 hours per week.

**Child Age Limit:**  
19th birthday

**Student Age Limit:**  
24th birthday

### Waiting Period

- If you are in an eligible class on or before the policy effective date: NONE
- If you enter an eligible class after the policy effective date: First of the month coinciding with or next following 90 days of active employment.

You must be in continuous active employment in an eligible class during the specified waiting period.

### Definition of Earnings

- "Earnings" means only that annual, monthly, bi-weekly or weekly pay, as the case may be, received by you from your employer excluding commissions, bonuses, overtime pay or other additional compensation.

### Changes Effective

Refer to:

**ENROLLMENT AND THE DATE INSURANCE STARTS**

### Continuation of Your Insurance During Absences:

Type of Absence	Time Limit
Injury or Sickness	For the absence up to your retirement date. But your life insurance will automatically terminate at the end of 12 months if you have met the requirements described in "How do you qualify for the life disability benefit" except that you have not submitted the first proof within that 12-month period.
Temporary Layoff or Leave of Absence	To the end of the policy month following the policy month in which the layoff or leave of absence begins.

### Contributions:

Who pays for the plan?

[You and your employer pay for the plan.]

NOTE: Coverages for which contributions are required apply only if the proper enrollment is made and the required contributions are made.

### Discretionary Authority:

In making any benefits determination under the Policy, we shall have the discretionary authority both to determine your [and your dependent's] eligibility for benefits and to construe the terms of the Policy.

## TERMS YOU OUGHT TO KNOW

Many terms used in your certificate of coverage have special meanings. A list of these terms and meanings follows.

- “*Academic term*” means one of the set periods of time within an academic year during which an educational course may be completed.
  - “*Academic year*” means the annual period of course sessions of the accredited post-secondary institution of higher learning.
  - “*Accidental bodily injury*” means bodily harm caused solely by external, violent and accidental means and not contributed to by any other cause.
  - “*Active employment*” means you must be working:
    1. for your employer on a permanent full-time basis and paid regular earnings;
    2. at least the minimum number of hours shown in the Plan Outline; and either
    3. at your employer’s usual place of business; or
    4. at a location to which your employer’s business requires you to travel.
  - “*Annual enrollment period*” means a period before each policy anniversary date so designated by your employer and us.
  - “*Beneficiary*” means the person or persons designated by you to receive the benefits of your life insurance and accidental death benefits upon your death.
  - “*Death Benefit*”, as used in the Amount of Insurance section of the “Plan Outline”, means the amount of life insurance a person will be eligible to receive, less any reductions that would occur within twelve months of the date you request the accelerated benefit.
  - “*Dependent*” means:
    1. your lawful spouse; and
    2. your unmarried children between 14 days and:
      - a. the child’s age limit shown in the Plan Outline; or
      - b. the student’s age limit shown in the Plan Outline if the child is a full-time student at an accredited school.
- “Children” includes your own natural offspring and lawfully-adopted children. It also includes step-children, foster children and other children who are dependent on you for support and living with you in a regular parent-child relationship. Your spouse or child who is insured under the policy as an employee is not a dependent. When both you and your spouse are insured as employees under the policy, only one may cover dependent children.
- “*Employee*” means a person in active employment with the employer.
  - “*Employer*” means the Policyholder and includes any division, any subsidiary or any affiliated company named in the policy.
  - “*Enrollment period*” means the initial enrollment period or any annual enrollment period.
  - “*Evidence of insurability*” means a statement or proof of a person’s medical history upon which acceptance for insurance will be determined by us.
  - “*Family Status Change*” means one of the following events:
    1. your marriage or divorce;
    2. the birth of your child;
    3. the adoption of a child by you;
    4. the death of your spouse or child;

5. the commencement or termination of employment of your spouse;
6. the change from part-time employment to full-time employment by you or your spouse;
7. the change from full-time employment to part-time employment by you or your spouse; or
8. the taking of unpaid leave of absence by you or your spouse.

- “*Home Office*” means EMC National Life Company, P.O. Box 9202, Des Moines, IA 50306-9202.
- “*Initial enrollment period*” means one of the following periods during which you may first make written application for coverage under the policy:
  1. if you are eligible for insurance on the policy effective date, a period before the policy effective date so designated by your employer and us.
  2. if you become eligible for insurance after the policy effective date, the period which ends 31 days after your date of eligibility.
- Male pronoun whenever used includes female.
- “*Occupational*” means arising out of, or in the course of, any employment for pay or profit.
- “*Physician*” means a person who is:
  1. operating within the scope of his license; and either
  2. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
  3. legally qualified as a medical practitioner and required to be recognized, under the policy for insurance purposes, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

It does not include a claimant or his spouse, daughter, son, father, mother, sister or brother.

- “*Private Passenger Car*” means a validly registered four-wheel passenger car (including Policyholder-owned cars), station wagons, jeeps, pick-up trucks and van-type cars.
- “*Qualified child*” is any of your children who, on the date of your death as a result of an accidental bodily injury, meet the definition of a “*Dependent*” and were either:
  1. enrolled as full-time students in an accredited post-secondary institution of higher learning beyond the 12th grade level; or
  2. at the 12th grade level and enroll as full-time students in an accredited post-secondary institution of higher learning beyond the 12th grade level within 365 days following the date of your death.
- “*Retirement date*” means the first of the following to occur:
  1. the effective date of your retirement benefits under:
    - a. any plan of a federal, a state, a county, a municipal or an association retirement system for which you are eligible as a result of employment with your employer;
    - b. any plan your employer sponsors; or
    - c. any plan for which your employer:
      - i. makes contributions; or
      - ii. has made contributions.
  2. the effective date of your retirement benefits under the United States Social Security Act or any similar plan or act. But if you are in active employment and receiving retirement benefits under the United States Social Security Act or any similar plan or act, you will not be considered retired.
- “*Total disability*” and “*totally disabled*” mean that as a result of sickness or injury:
  1. you are unable to perform each of the material duties of any gainful occupation for which you are reasonably fitted by training, education or experience.

2. your dependent is unable to perform each of the usual and customary duties or activities of a person of the same age and sex in good health.

- "Waiting period," as described in the General Information section, means the continuous length of time immediately before your eligibility date during which you must be in an eligible class.
- "You" means you, the employee.
- "Us" means EMC National Life Company.
- "We" means EMC National Life Company.

## ENROLLMENT AND THE DATE INSURANCE STARTS

### When can you enroll?

You can enroll if you:

1. are in active employment with your employer; and
2. are in an employee class that is eligible for insurance.

You may increase or decrease your Additional Benefits at any time. However, increases will be subject to proof of good health.

### When can you enroll your dependents?

To be enrolled, each of your dependents must be a dependent as defined. If you have enrolled yourself for insurance, you can enroll your dependents.

### What is your date of eligibility?

You will be eligible for insurance on the later of these dates:

1. the policy effective date, if you have completed the waiting period; or
2. the first of the month coinciding with or next following 90 days of active employment.

### What is your date of eligibility for dependent insurance?

You will be eligible for dependent insurance on the later of these dates:

1. the date your insurance begins; or
2. the date you first acquire a dependent.

### What happens during the initial enrollment period?

During the initial enrollment period you will automatically be enrolled in the Basic Benefits, but you may also choose to enroll in any one option listed under the Additional Benefits shown in the Plan Outline.

If you do not choose to enroll in the Additional Benefits during your initial enrollment period, you may enroll at a later time but will need to supply satisfactory evidence of insurability.

### What happens if you have a family status change?

When you have a family status change, you may choose one of the following:

1. to enroll for Additional Benefits with evidence of insurability satisfactory to us if you declined or terminated your Additional Benefits;
2. a decrease in coverage;
3. an increase in your life coverage to any level with evidence of insurability satisfactory to us;

4. an increase in dependent life coverage of one level without evidence of insurability; or
5. the same level of coverage.

Any amount of insurance for which evidence of insurability is required will be effective on the date we give our approval.

You must apply for the change in coverage within 31 days of the date of the family status change. Such changes must be on account of and consistent with the reason that the change was permitted. A change is consistent with a family status change only if the change is necessary or appropriate as the result of the family status change.

**What changes in coverage can you make at any other time?**

At any other time, you may choose to decrease your Additional Benefits.

**When do you have to submit evidence of insurability?**

Evidence of insurability must be submitted to us for approval with any written application for insurance if:

1. a person was previously declined by us; or
2. a person applies for Additional Benefits, an increase in Additional Benefits, or Dependent Life Insurance after their initial enrollment period.

**What happens if your employment terminates and you are later rehired by your employer within the same policy year?**

If you are rehired by your employer within the same year that your employment terminated:

1. you will be insured for the same coverage that was in effect for you on the date your employment terminated; and
2. coverage will be effective the first of the month coinciding with or following the date of rehire.
3. any changes in coverage to increase from amounts previously in force will be subject to proof of good health.

**When does insurance start for you [and your dependents?]**

Insurance will start at 12:01 a.m. on the day determined as follows, but only if your request for insurance is (1) made with us through your employer; and (2) on a form satisfactory to us.

■ **For you:**

When you enroll during your initial enrollment period, you will be insured for Basic Benefits on your date of eligibility.

If you choose any Additional Benefits option, you will be insured on the later of these dates:

1. your date of eligibility if you apply before that date; or
2. the date you apply if you do it on or before the 31st day after your date of eligibility.

**Please note this exception.**

The effective date of any initial, increased or additional insurance will be delayed if you are not in active employment because of an injury, a sickness, a temporary layoff or a leave of absence on the date that insurance would otherwise be effective. That insurance for you will start on the date you return to active employment.

■ **For your dependents:**

Your dependents will be insured on the latest of these dates:

1. the date they become eligible if you have applied for dependent insurance on or before that date;
2. the date you apply for dependent insurance if you apply on or before the 31st day after the date your dependent becomes eligible; or
3. the date we give our approval if evidence of insurability is required.

**Please note this exception.**

1. **Initial Insurance** — The effective date of any initial insurance will be delayed for your dependent if your dependent is totally disabled on the date that insurance would otherwise be effective. The initial insurance for that dependent will start on the day that dependent is no longer totally disabled.
2. **Increased or Additional Insurance** — The effective date of any increased or additional insurance will be delayed for your dependent if you are not in active employment because of an injury, a sickness, a temporary layoff or a leave of absence on the date the insurance would otherwise be effective. The increased or additional insurance will start on the day you return to active employment.

## LIFE INSURANCE

### What is your death benefit?

If you die, the life insurance amount shown in the Plan Outline for your class will be paid in a lump sum to your beneficiary. You can elect to have your death benefit paid using one of the other arrangements we provide. But proof of death as required must be given to us before your death benefit will be paid.

### What is the suicide exclusion for life insurance for you?

In addition to excess life amounts, if applicable, the suicide exclusion provision below will apply to any amount that is subject to evidence of insurability and approved by us.

Where the cause of death is suicide:

- a. no initial insurance will be payable for a loss occurring within 24 months after your initial effective date of insurance; and
- b. no increased or additional insurance will be payable for a loss occurring within 24 months after the day such increased or additional insurance is effective.

### How do you or your dependents qualify for the accelerated benefit?

The accelerated benefit is an option for you  or your dependents  to elect to receive a portion of your or your dependents' life insurance, while living if you qualify.

#### To qualify:

1. each person must become terminally ill while insured for life insurance benefits;
2. each person must have a medical prognosis of 12 months or less to live.
3. each person must notify us, in writing, in a form acceptable to us; and
4. we must receive certification which we deem satisfactory, in writing, by a physician that you or your dependent is terminally ill and has a medical prognosis of 12 months or less to live.

### Must premium payments be made, once the accelerated benefit payment has been paid?

Payment will be made to you in one lump sum and is payable once during your  or your dependents'  lifetime. Premium payment must continue to be paid on the full amount of life insurance. If you qualify for the "LIFE DISABILITY BENEFIT FOR YOU" provision, your life insurance will be extended without further premium payments according to the terms of the policy.

### What happens to your or your dependents' life amount once the accelerated benefit has been paid?

Once this benefit has been paid, the amount of life insurance will be reduced by the accelerated benefit payment. The remaining life insurance amount will be paid according to the terms of the policy, subject to any reduction and termination provisions. Also, any amount you or your dependents could otherwise convert will be reduced by the accelerated benefit payment.

### Are there conditions when the accelerated benefit is not available to you or your dependents' .

The accelerated benefit is not available to you or your dependents, if you  or your dependents' .

1. are required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
2. are required by a government agency to use this benefit in order to apply for, get or keep a government benefit or entitlement.

### What happens if your life insurance benefits are assigned?

If you elect the accelerated benefit option and have assigned your rights irrevocably under the policy to an assignee or made an irrevocable beneficiary designation, we must receive consent, in writing, that the assignee or irrevocable beneficiary has agreed to payment of the accelerated benefit on your behalf.

**NOTE:** We will not be responsible for any tax or other effects of any accelerated benefit payment.

## LIFE DISABILITY BENEFIT FOR YOU

### How do you qualify for the life disability benefit?

(Accidental Death and Dismemberment Benefits are not included.)

The life disability benefit is an extension of your life insurance during total disability if you qualify.

#### To qualify:

1. you must become totally disabled while you are insured and before you reach age 60;
2. you must be continuously totally disabled for at least 9 months;
3. you or a person acting for you must notify us of your total disability within 1 year from the date your total disability started; and
4. you or a person acting for you must give us proof of your continuous total disability. The first proof must be given to us between the 9th and 12th month after the date your total disability started. Continuing proof of total disability must be given as we may require, at regular intervals. But after two years, we will not require proof more often than once a year..

If it is not possible to give us notice or proof of your total disability within these time limits, it must be given as soon as reasonably possible. But it may not be given more than 3 months later than the time either the notice or proof is otherwise required.

### When do premium payments end?

Once proof of your total disability is approved by us, your life insurance will remain in force without premium payments until your life disability benefit ceases under the termination provisions below.

### What is the life amount we keep in force while you are on the life disability benefit?

The life amount we keep in force for you is the amount in effect on your last day of active employment. But all reductions and termination provisions in effect on your last day of active employment will still apply to that continued amount.

### When does your life disability benefit terminate?

Your life disability benefit will terminate on the earliest of these dates.

1. The date you are no longer totally disabled.
2. The date you fail to give us continuing proof of your total disability.
3. The date you refuse to be examined as required.
4. Your retirement date.
5. Age 65.

### What happens if you die within 1 year before giving us the first proof?

If you die within 1 year of the date your total disability started without giving us the first proof, your death benefit will still be paid to your beneficiary. But we must first receive proof of your:

1. continuous total disability from your last day of active employment to the date of your death; and
2. death as explained in the proof of claim provisions.

### What is your dependent's death benefit?

If your dependent dies from any cause, the life insurance amount shown in the Plan Outline will be paid to you.

## LIFE INSURANCE CONVERSION RIGHTS

### What are the life insurance conversion rights that apply to you only?

You have the right to convert to a personal life policy the amount of your life insurance that terminates or reduces because you:

1. end employment;
2. change job status and so become ineligible;
3. retire;
4. reach a specified age; or
5. change employee class.

Your personal life policy amount can be equal to or less than the amount that terminated.

### What are your dependents' life insurance conversion rights that apply to them only?

Each of your dependents has the right to convert to a personal life policy the amount of life insurance that terminates or reduces because:

1. that person loses status as your dependent; or
2. you terminate your life insurance.

Your dependent's personal life policy amount can be equal to or less than the amount that terminated.

### What are the life insurance conversion rights that apply to both you and your dependents?

Each person has the right to convert to a personal life policy the amount of any life insurance that terminates because:

1. the life insurance is terminated for that person's insurance class; or
2. the group policy is amended to exclude life insurance or is terminated.

But in both cases, the person converting must have been continuously insured under the group policy for at least 5 consecutive years before that termination.

The maximum life amount that may be converted is the smaller of:

1. the terminated life amount less any life amount for which a person is or becomes eligible under any other group policy within 31 days after that termination; or
2. \$2,000.

### How do you and your dependents apply for a personal life policy?

To apply, each person must complete an application. That application, along with the first premium payment, must be sent to us. It must be done within 31 days from the date the life insurance is terminated. No evidence of insurability is needed.

For complete details, contact the Insurance Administrator at your work location.

### What happens to your personal life policy when we approve your claim for the life disability benefit?

If your personal life policy becomes effective and you later become approved for the life disability benefit, you:

1. must return that personal life policy;
2. will not receive any benefits under that personal life policy; and
3. will not receive a premium refund for that personal life policy.

### What is the death benefit during the 31-day conversion period?

If a person dies during the 31-day conversion period, we will pay a death benefit. The death benefit will:

1. be paid under the group policy and not under the personal life policy; and
2. equal the maximum life amount which that person might have otherwise converted.

The personal life policy must be returned to us without claim, except for a premium refund.

## LIFE INSURANCE INCONTESTABILITY FOR YOU AND YOUR DEPENDENTS

**What are the conditions for contesting the validity of any life insurance?**

No statements made by you while applying for life insurance will be used to contest the validity of the insurance:

1. after that insurance has been continuously in force for two years during your lifetime; or
2. unless those statements are contained in a written instrument signed by you and a copy of that instrument is or has been given to:
  - a. you; or
  - b. your beneficiary, if any.

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS FOR YOU

**What are your accidental death and dismemberment benefits?**

If you suffer any of the insured losses shown in the Schedule of Losses and Benefits below, a benefit will be paid in a lump sum. You can elect to have your death or your dismemberment benefit paid using one of the other arrangements we provide. Your death benefit is paid to your beneficiary. Your dismemberment benefit is paid to you. But first we must receive proof that:

1. you sustained an accidental bodily injury which caused an insured loss;
2. the event causing the accidental bodily injury occurred while you were insured under the policy; and
3. the insured loss occurred within 365 days after the date of the event causing the accidental bodily injury.

#### SCHEDULE OF LOSSES AND BENEFITS

For loss of	The Benefit will be*
Life .....	The Full Amount
Both Hands or Both Feet or Sight of Both Eyes .....	The Full Amount
One Hand and One Foot .....	The Full Amount
<One Hand or One Foot> and Sight of One Eye .....	The Full Amount
One Hand or One Foot .....	One-Half The Full Amount
Sight of One Eye .....	One-Half The Full Amount

\*The Full Amount is shown in the Plan Outline

For hands or feet, "loss" means dismemberment by severance at or above the wrist or ankle joint. For eyes, "loss" means the total and irrecoverable loss of sight.

No more than the full amount will be paid for all of your losses sustained in any one event causing the accidental bodily injury.

**What is the repatriation benefit?**

We pay up to \$5,000 for the preparation and transportation of your body to a mortuary. Payment will be made if, as the result of a covered accident, you suffer loss of life at least 75 miles away from your principal place of residence.

**What is the seat belt(s) and air bag benefit?**

We will pay an additional accidental death benefit, as shown in the Plan Outline if you sustain an accidental bodily injury which causes a loss of life while you are driving or riding in a Private Passenger Car, provided:

*For Seat Belt(s):*

1. the Private Passenger Car is equipped with seat belt(s); and
2. the seat belt(s) is in actual use and properly fastened at the time of the event; and
3. the position of the seat belt(s) is certified in the official report of the event or by the investigating officer. A copy of the police accident report must be submitted with the claim; and
4. the seat belt(s) must be in actual use and properly fastened at the time of the event.

If such certification is not available and it is unclear whether you were properly wearing a seat belt(s), then we will pay a fixed benefit of \$1,000.

*For Air Bag(s):*

1. the Private Passenger Car is equipped with a single air bag and you are the driver; or
2. the Private Passenger Car is equipped with an air bag for both the driver and an air bag for the front passenger seat, and you are the driver or front-seat passenger; or
3. the Private Passenger Car is equipped with an air bag for the driver seat, an air bag for the front passenger seat and air bags for the rear passenger seats, and you are the driver, front-seat passenger or rear-seat passenger.

No benefit will be paid if you are the driver of the Private Passenger Car and do not hold a current and valid driver's license. The event causing your loss of life must occur while you are insured under the policy.

**What is the education benefit your qualified children will receive if you die as a result of an accidental bodily injury?**

Benefits will be paid on behalf of each of your qualified children if:

1. you lose your life:
  - a. as a result of an accidental bodily injury; and
  - b. within 365 days after the date of the event causing the accidental bodily injury; and
2. the event causing your accidental bodily injury occurred while you were insured under the plan for employee accidental death and dismemberment insurance; and
3. your qualified child furnished proof as required by us.

The benefit amount per academic term, maximum benefit payments, maximum benefit amount and maximum benefit period are shown in the Plan Outline.

**When will the education benefit terminate?**

The education benefit will terminate for each qualified child on the earliest of the following:

1. the date your qualified child fails to furnish proof as required by us;
2. the date your qualified child no longer qualifies as a dependent child for any reason except your death; or
3. the end of the maximum benefit period.

**What are the accidental death and dismemberment benefit exclusions?**

No accidental death and dismemberment benefits will be paid for loss caused by or contributed to by:

1. disease of the body, mental infirmity or diagnostic, medical or surgical treatment;
2. suicide, self-destruction while sane, intentionally self-inflicted injury while sane or self-inflicted injury while insane;
3. war, declared or undeclared, or any act of war;

4. active participation in a riot;
5. committing or attempting to commit an assault or a felony; or
6. voluntary use of any controlled substance. (This is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments.) This exclusion will not apply if the controlled substance is prescribed for you by a physician.

## **BENEFICIARY DESIGNATION (FOR DEATH BENEFITS UNDER LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT)**

### **How do you designate or change a beneficiary?**

At the time you become insured, you should name a beneficiary for your death benefits under your life insurance and accidental death and dismemberment benefits. You may change your beneficiary at any time by filling out a form approved by us with your employer. The new beneficiary designation will be effective as of the date you sign that form. But, if we have taken any action or made payment before your employer receives that form, that change will not go into effect. It is important that you name a beneficiary and keep your designation current. If more than one beneficiary is named and you do not designate their order of rights, the beneficiaries will share equally. The share of a beneficiary who dies before you will pass to any surviving beneficiaries in the order you designated.

Your death benefits will be paid to your estate if:

1. you die without naming a beneficiary; or
2. all beneficiaries you have named die before you.

If you have not elected under any option other than lump sum, your beneficiary may do so after your death.

### **What are our facility of payment rights?**

Instead of making a death payment to your estate, we have the right to make that payment to any one or more of the following surviving relatives: spouse, parent, child, brother or sister.

If a benefit is payable to a minor or anyone not competent, we may pay up to \$2,000 to the person or institution that appears to have assumed custody and main support. We may do this unless or until your beneficiary's appointed legal representative makes a formal claim. If we make such a payment in good faith, it fully discharges our duty to pay it again.

At our judgement, a part of your death benefit may be applied to funeral and other expenses incident to your last sickness and death. That amount will be the lesser of \$1,000 or the maximum amount allowed by law.

**ASSIGNABILITY RIGHTS**  
**(FOR DEATH BENEFITS UNDER LIFE**  
**AND ACCIDENTAL DEATH AND DISMEMBERMENT)**

What are your assignability rights for the death benefits under your life insurance and accidental death and dismemberment benefits?

The rights provided to you by the policy for the life insurance and accidental death benefits are owned by you, unless:

1. you have previously assigned these rights to someone else (known as an "assignee"); or
2. you assign your rights under the policy to an assignee.

We will recognize an assignee as the owner of the rights assigned only if:

1. the assignment is in writing, signed by you and acceptable to us in form; and
2. a signed or certified copy of the written assignment has been received and registered by us at our home office.

We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the policy's provisions before receiving and registering an assignment.

**SOME GENERAL INFORMATION TO KNOW**

**When does your insurance terminate?**

Your insurance under the policy terminates at the earliest time stated below.

1. The date the policy is terminated.
2. The date you are no longer in a class eligible for insurance.
3. The date your class is no longer covered by the policy.
4. The end of the period for which your last contribution for your insurance has been made.
5. The date your employment terminates. Your employment will be considered terminated if you cease active employment.

**But what happens if you are not in active employment because of an approved absence?**

Injury or sickness, temporary layoff or leave of absence. Your insurance may be continued by your employer, subject to premium payment, up to the time limits shown in the Plan Outline.

**When does your dependents' insurance terminate?**

You will cease to be insured for dependent insurance at the earliest time stated below.

1. The date your insurance is terminated.
2. The date the group policy is terminated.
3. The date you are no longer in a class eligible for dependent insurance.
4. The date you no longer have any dependents.
5. The end of the period for which your last contribution for your dependents' insurance has been made.

A dependent's insurance under the group policy terminates at the earlier time stated below.

- a. The date you are no longer insured for dependent insurance.
- b. The day your dependent loses status as a dependent.

### How can statements made in any application for this insurance be used?

In the absence of fraud, all statements you made when applying for this insurance and providing evidence of insurability are considered representations and not warranties (absolute guarantees). No statements by you will be used to reduce or deny a claim unless a copy of your statements has been given to:

1. you; or
2. your beneficiary, if any.

### How do you [or your dependents] file claims?

(For Life Disability Benefits, See Its Own Notice And Proof Of Claim Provisions)

If you or any one of your dependents have a claim, there are some conditions and time limits which you, your dependent or a person acting for either of you and we must meet.

*They are —*

#### ■ For Education Benefit:

*Notice of Claim* — written notice that a dependent child meets the definition of a qualified child must be given to us within 60 days from the date of your death.

*Proof of Claim* —

1. Your qualified child must give proof of claim no later than 90 days after enrollment in an accredited post-secondary institution of higher learning.
2. The proof must cover:
  - a. date of enrollment;
  - b. name of institution;
  - c. list of all courses for the current academic term; and
  - d. number of credit hours per academic term.

If it is not possible to give us notice or proof within these time limits it must be given as soon as reasonably possible. But it may not be given more than three months later than the time either the notice or proof is otherwise required, except if your qualified child is legally unable to notify us.

#### ■ For All Other Benefits:

*Notice of Claim* — written notice of a claim must be given to us within 30 days after the date of loss on which claim is based. If that is not possible, we must be notified as soon as it is reasonably possible to do so.

*The Claim Form* — when we have written notice of claim, we will send our claim forms unless your employer has already provided them. If the claim forms are not received by you within 15 days after that notice is sent, written proof of claim can be sent to us without waiting for the forms.

*Proof of Claim* —

1. Proof of claim must be given to us no later than 90 days after the date of loss. A certified copy of a death certificate must be given to us for proof of death.
2. If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible. But proof of claim may not be given later than 1 year after the time proof is otherwise required, except if you or your dependents are legally unable to notify us.
3. The proof must cover:
  - a. what the loss is;
  - b. the date of the loss; and
  - c. the cause of the loss.
4. We may require as part of the proof authorizations to obtain medical and nonmedical information.

■ **For All Benefits:**

*Time of Payments of Claims* — all benefits will be paid as soon as we receive proof of claim acceptable to us.

*Payment of Claim* —

1. All benefits [except the Education Benefit] for loss of your life are payable:
  - a. to your named beneficiary; or
  - b. according to our facility of payment rights.

2. Education Benefit for loss of your life will be paid to your qualified child(ren).

If any qualified child is a minor or is not competent, we have the right to pay the Education Benefit to that child's legal representative.

3. Benefits for loss of your dependent's life are payable to you. Any benefit unpaid at your death will be paid to your estate. But we have the right to pay the unpaid benefit to your surviving spouse, if any.
4. All other benefits are payable to you. Any benefit unpaid at your death will be payable to your estate. If such benefits become payable to your estate, we have the right to pay up to \$2,000 to any of your relatives whom we consider entitled to it. Such a payment might also be made if you are a minor or you are not competent. If we pay benefits in good faith to a relative, we will not have to pay such benefits again.

**What are our examination and autopsy rights?**

We have the right to require that you or any one of your dependents be examined at our expense by a physician of our choice. We may do this when and as often as it is reasonably required.

We also have the right, in case of death, to require an autopsy where not forbidden by law.

**What are the time limits for legal proceedings?**

You, any one of your dependents or an authorized representative cannot start any legal action:

1. until 60 days after proof of claim has been given; or
2. more than 3 years after the time proof of claim is required.

**What happens if facts are misstated?**

If relevant facts about you or any one of your dependents were not accurate:

1. a fair adjustment of premium will be made; and
2. the true facts will decide if and in what amount insurance is valid.

**Can the policyholder act as our agent?**

For all purposes of the policy, the Policyholder acts on its own behalf or as your agent. Under no circumstances will the Policyholder be deemed our agent.

## SUMMARY PLAN DESCRIPTION

<i>Name of Plan:</i>	
<i>Policy Number:</i>	GL-
<i>Participants Included:</i>	See Plan Outline
<i>Name and Address of Employer:</i>	
<i>Who Pays For the Plan:</i>	You and your employer pay for the plan. The employer pays for Basic Life Insurance. The employee pays for Supplemental and Dependent Life Insurance.
<i>Plan Identification Number:</i>	a. Employer IRS Identification Number: b. Plan Number:
<i>Plan Year Ends:</i>	
<i>Plan Administrator, Name, Address and Telephone Number:</i>	
<i>Agent for Service of Legal Process on the Plan:</i>	Same as above

### *Loss of Benefits:*

On any premium due date the policyholder may terminate the policy(ies) or, subject to the insurance company's approval, may modify, amend or change the provisions, terms and conditions of the policy(ies). No consent of any participant or any other person referred to in the policy(ies) shall be required to terminate, modify, amend, or change the policy(ies).

**NOTE:** If you cease active employment, see your supervisor to determine what arrangements, if any, may be made to continue your coverage beyond the date you cease active employment.

### **What are your rights in the event of plan termination?**

Termination of the policy under any conditions will not prejudice any payable claim which occurs while this plan is in force.

### **When may this plan terminate?**

1. If the policyholder fails to pay any premium within the grace period, the policy will automatically terminate at 12:00 midnight of the last day of the grace period. The "grace period" is the 31 days following a premium due date during which premium payment may be paid.
2. The policyholder may terminate the policy by advance written notice delivered to the Insurance Company at least 31 days prior to the termination date. But the policy will not terminate during any period for which premium has been paid.
3. The Insurance Company may terminate the policy or any coverage under the policy on any premium due date by giving written notice to the policyholder at least 31 days in advance if:
  - a. the number of employees insured is less than 30;
  - b. the number of employees insured for additional life benefits is less than 15 or 25% of those eligible, whichever is greater; or

- c. the policyholder fails:
  - i. to furnish promptly any information which the Insurance Company may reasonably require; or
  - ii. to perform any other obligations pertaining to the policy.
- 4. Termination may take effect on an earlier date when both the policyholder and the Insurance Company agree.

**What are your rights under ERISA?**

1. As a participant in this plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:
  - a. Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents including insurance contracts, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
  - b. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
  - c. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
2. In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan.
3. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.
4. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.
5. If your claim for a benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan reviewed and your claim reconsidered.
6. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.
7. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.
8. If you have any questions about your Plan, you should contact the Plan Administrator.
9. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

**What if your claim is denied?**

In the event that your claim is denied, either in full or in part, the Insurance Company will notify you in writing within 90 days after your claim form was filed. Under special circumstances, the Insurance Company is allowed an additional period of not more than 90 days (180 days in total) within which to notify you of its decision. If such an extension is required, you will receive a written notice from the Insurance Company indicating the reason for the delay and the date you may expect a final decision. The Insurance Company's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those policy provisions on which the denial is based;
2. A description of any additional material or information necessary to complete the claim and an explanation of why that material or information is necessary; and

3. The steps to be taken if you or your beneficiary wish to have the decision reviewed.

Please note that if the Insurance Company does not respond to your claim within the time limits set forth above, you should automatically assume that your claim has been denied and you should begin the appeal process at that time.

**What do you do to appeal?**

You, the claimant, or your authorized representative may appeal a denied claim within 60 days after you receive the Insurance Company's notice of denial. You have the right to:

1. Submit a request for review, in writing, to the Insurance Company;
2. Review pertinent documents; and
3. Submit issues and comments in writing to the Insurance Company.

The Insurance Company will make a full and fair review of the claim and may require additional documents as it deems necessary or desirable in making such a review. A final decision on the review shall be made not later than 60 days following receipt of the written request for review. If special circumstances require an extension of time for processing, you will be notified of the reasons for the extension, and a decision shall be made not later than 120 days following receipt of the request for review. The final decision on review shall be furnished in writing and shall include the reasons for the decision with reference, again, to those policy provisions upon which the final decision is based.

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*Plan Arranged By:* . . .



P.O. Box 9202 ■ Des Moines, IA 50306-9202 ■ 1.800.232.5818 ■ [www.emcnationallife.com](http://www.emcnationallife.com)

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SERFF Tracking Number: EMCN-126093350

State: Arkansas

Filing Company: EMC National Life Company

State Tracking Number: 42043

Company Tracking Number:

TOI: L04G Group Life - Term

Sub-TOI: L04G.103 Renewable - Single Life -  
Fixed/Indeterminate Premium

Product Name: Group Term Life Insurance Policy

Project Name/Number: /

## Supporting Document Schedules

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

Certificates attached.

**Attachments:**

AR Certificate of Compliance.pdf

AR Readability Certificate.pdf

**Item Status:**

**Status  
Date:**

**Bypassed - Item:** Application

**Bypass Reason:** Application is part of this filing.

**Comments:**

**STATE OF ARKANSAS**  
**CERTIFICATE OF COMPLIANCE**

I hereby certify that this submission complies with the Arkansas Rule and Regulation 19 which relates to eliminating the act of denying benefits or coverage on the basis of sex or marital status in the terms and conditions of insurance contracts or underwriting criteria, as applicable.

I hereby certify that this submission complies with the Arkansas Rule and Regulation 49 which relates to providing Life and Health Guaranty Association notices, as applicable.

I hereby certify that this submission complies with the Arkansas Statutes – Insurance Laws 23-79-138 which relates to required policy information on every policy of life insurance, accident and health insurance issued, as applicable.

  
\_\_\_\_\_  
Daryl Schoenfeld  
Assistant Secretary

April 3, 2009  
\_\_\_\_\_  
Date

**READABILITY  
CERTIFICATION**

I certify to the best of my knowledge that form LH005.1 (12/05), et al is readable based on the factors specified in Sections 66-3251 to 66-3258 of the Arkansas Statutes. The Flesch Scores are as follows:

<u>Form Number</u>	<u>Flesch Score</u>
LH005.1 (12/05)	52
LH727	49
LH728	66

  
\_\_\_\_\_  
Daryl Schoenfeld  
Assistant Secretary

April 3, 2009  
\_\_\_\_\_  
Date