

SERFF Tracking Number: EMCN-126837439 State: Arkansas  
Filing Company: EMC National Life Company State Tracking Number: 46932  
Company Tracking Number: ELR010 (8-10)  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: Term Insurance Rider with Accelerated Benefit  
Project Name/Number: /

## Filing at a Glance

Company: EMC National Life Company

Product Name: Term Insurance Rider with Accelerated Benefit

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: EMCN-126837439 State: Arkansas

SERFF Status: Closed-Approved- Closed State Tr Num: 46932

Co Tr Num: ELR010 (8-10)

Author: Michele Johnson

Date Submitted: 09/30/2010

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 11/19/2010

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 11/19/2010

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 09/29/2010

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 10/01/2010

Created By: Michele Johnson

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Michele Johnson

Filing Description:

Attached for your review and approval is form ELR010 (8-10) – Term Insurance Rider with Accelerated Benefit. This form is new and will not replace any form previously approved by your department.

This rider will be sold by our licensed representatives to individual applicants as an ancillary benefit to our life insurance products, which include term insurance, whole life insurance and universal life insurance. The rider may be added to the following products, previously approved by your department:

Individual Universal Life Policy ELP003 (7-08) Approved 07/08/2008 EMCN-125711306

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Individual Term Life Policy ELP240 (4-07) Approved 04/16/2007 35618  
Individual Whole Life Policy LP300 (10-05) Approved 10/28/2005 30854

It may be offered in the future with other life insurance products as they are developed.

This rider provides a term life insurance benefit for a period of 10, 15, 20 or 30 years. This death benefit is separate from the base life insurance death benefit. The minimum amount available for the rider benefit is \$10,000. The maximum amount available is 100% of the base life insurance amount up to \$100,000. The issue ages for this rider are ages 18-65 using age last birthday.

It is the rider death benefit that reduces when it is determined that the insured has a critical illness as defined in the rider. If 100% of the rider benefit has not been accelerated and a death occurs, then the remaining benefit will be paid along with the base policy death benefit.

A copy of the actuarial memorandum is enclosed.

This rider was written to be readable and easily understood by insured. The flesch readability score for this form is 46.0.

This submission contains no unusual or possible controversial items from normal company or industry standards.

If I may be of assistance in your review, please contact me at 515-237-2146 or mjohnson@emcnl.com.

## Company and Contact

### Filing Contact Information

Michele Johnson, Actuarial Analyst mjohnson@emcnl.com  
4095 NW Urbandale Dr. 515-237-2146 [Phone]  
Urbandale, IA 50322 515-237-2281 [FAX]

### 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

SERFF Tracking Number: EMCN-126837439 State: Arkansas  
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Fee Required? Yes  
Fee Amount: \$100.00  
Retaliatory? No  
Fee Explanation: \$50 for rider and \$50 for disclosure form  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
EMC National Life Company	\$100.00	09/30/2010	40028766

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/19/2010	11/19/2010
Approved-Closed	Linda Bird	10/01/2010	10/01/2010

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Term Insurance Rider with Accelerated Benefit	Mark Rowley	11/18/2010	11/18/2010
Supporting Document	Actuarial Memorandum	Mark Rowley	11/18/2010	11/18/2010

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to re-open filing	Note To Filer	Linda Bird	11/18/2010	11/18/2010
Request to Reopen Filing	Note To Reviewer	Mark Rowley	11/18/2010	11/18/2010

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## Disposition

Disposition Date: 11/19/2010

Implementation Date:

Status: Approved-Closed

Comment: Corrections made in the original approved filing.

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document ( <i>revised</i> )	Actuarial Memorandum		No
Supporting Document	Actuarial Memorandum		No
Supporting Document	Certificate of Compliance		Yes
Form ( <i>revised</i> )	Term Insurance Rider with Accelerated Benefit		Yes
Form	Term Insurance Rider with Accelerated Benefit		Yes
Form	Disclosure		Yes

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## Disposition

Disposition Date: 10/01/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Form	Term Insurance Rider with Accelerated Benefit		Yes
Form	Disclosure		Yes

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**Amendment Letter**

Submitted Date: 11/18/2010

**Comments:**

Thanks for reopening the filing. The only change that was made to the form and the actuarial memorandum was to allow for the death benefit to continue until age 95 after the level term period, using rates that change every year.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
ELR010 (8-10)	Policy/Contract	Term Fraternal Insurance Certificate: Rider with Amendment, Accelerated Insert Benefit Page, Endorsement or Rider	Initial				46.000	ELR010(8-10).pdf

**Supporting Document Schedule Item Changes:**

**User Added -Name: Actuarial Memorandum**

Comment: Actuarial memorandum attached.  
 Actuarial Memo ELR010 Updated.pdf

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**Note To Filer**

**Created By:**

Linda Bird on 11/18/2010 10:41 AM

**Last Edited By:**

Linda Bird

**Submitted On:**

11/18/2010 10:41 AM

**Subject:**

Request to re-open filing

**Comments:**

Filing has been re-opened in order for amendment to be made in the original submission.

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**Note To Reviewer**

**Created By:**

Mark Rowley on 11/18/2010 10:00 AM

**Last Edited By:**

Mark Rowley

**Submitted On:**

11/18/2010 10:00 AM

**Subject:**

Request to Reopen Filing

**Comments:**

We would like to make a small change to the policy form to allow for ART rates on the death benefit. We would like to do an amendment that would involve a new policy form and actuarial memorandum. Could you please reopen this filing?

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## Form Schedule

### Lead Form Number: ELR010 (8-10)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	ELR010 (8-10)	Policy/Cont Term Insurance ract/Fratern Rider with al Accelerated Benefit Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		46.000	ELR010(8-10).pdf
	EUN016 (8-10)	Other Disclosure	Initial		0.000	EUN016.pdf

**EMC NATIONAL LIFE COMPANY**  
**TERM INSURANCE RIDER WITH ACCELERATED BENEFIT**

When we use the term “We,” “Us” or “Our,” we mean EMC National Life Company. When we use the term “You” or “Your,” we mean the owner. When we use the term “Insured,” we mean the person or persons insured under this Rider named on page 3 of the Policy. The owner may or may not be the Insured.

**I. DEATH BENEFIT**

If the Insured dies while the Policy and this Rider are in force, the Death Benefit proceeds payable to the Beneficiary will be

1. The amount of this Rider’s insurance benefit as shown on page 3 of the Policy, less
2. The amount of insurance benefit previously paid as a result of any Accelerated Benefit payment.

**A. BENEFICIARY**

The Insured’s beneficiary will be the beneficiary named in the application or in the most recent change of beneficiary. If no beneficiary is specifically designated for the Insured, the proceeds will be paid in one sum to the Insured’s spouse, if any, or if no such spouse, to the Insured’s estate.

**B. PAYMENT**

The Death Benefit proceeds of this Rider will be payable if We receive satisfactory proof of the Insured’s death. The proceeds will be paid in a single sum. Proper proof of any claim under this Rider must be submitted in writing to the Home Office.

**II. ACCELERATED BENEFIT**

This Rider provides an Accelerated Benefit for the Covered Conditions defined in Section F.

**Whether or not a tax liability will be incurred when a benefit is paid under this Accelerated Benefit depends on the facts and circumstances under which the payment is made and received as well as on how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. The recipient of a benefit should consult his or her tax advisor to assess any tax impact of the benefit. We make no representations about the tax impact of the benefit.**

**A. BENEFIT PROVISIONS**

We will pay the Insured an Accelerated Benefit upon receipt of due proof of the first ever occurrence, experienced by the Insured, of any one of the Covered Conditions defined in Section F up to the Benefit Basis payable under the Accelerated Benefit. A cancer condition must first ever manifest itself on or after the 90th day following the Effective Date of this Rider.

The first ever occurrence of the condition must occur while this Rider is in force.

Any Accelerated Benefits paid under this Rider are an advance of this Rider’s Death Benefit proceeds and will reduce the amount payable upon death under the terms of the Rider.

**B. SCHEDULE OF BENEFITS**

We will pay the Insured the percent of the Rider Benefit Basis indicated in Section C upon receipt of due proof of first ever occurrence, experienced by the Insured, of the following:

<b>Covered Conditions</b>	<b>Percentage of Rider Benefit Basis Payable</b>
1. Advanced Stage Cancer	100%
2. Heart Attack	100%
3. Stroke	100%
4. Kidney Failure (End Stage Renal Disease)	100%
5. Major Organ Failure	100%
6. Early Stage Cancer	25%
7. Coronary Artery Bypass Surgery	25%

**C. BENEFIT BASIS**

The Benefit Basis is the value on which the Accelerated Benefit is determined.

1. The Benefit Basis for conditions payable at 100% will be based upon the Rider's insurance benefit as shown on page 3 of the Policy at date of issue, less partial benefit payment(s) previously paid, if any. Payment of the full Benefit Basis will terminate this Rider with no further benefits payable.
2. The Benefit Basis for conditions payable at 25% will be based upon the Rider's insurance benefit as shown on page 3 of the Policy at date of issue. The full premium for the Rider will continue after payment of a partial Accelerated Benefit. Each Covered Condition is payable only once under the Rider regardless of the subsequent occurrence of the same Covered Condition.

**D. ELIGIBILITY FOR BENEFIT**

An Accelerated Benefit will be payable to the Insured upon due proof of the first ever occurrence of any one of the Covered Conditions defined in Section F, while this Rider is in force.

Eligibility is also subject to the following additional conditions:

1. If the Policy has been assigned, the assignee must release their interest in order for the Insured to receive the amount of Rider Benefit Basis payable;
2. If an Irrevocable Beneficiary has been named, that Beneficiary must consent in writing in order for the Insured to receive the amount of Rider Benefit Basis payable; and
3. If the Policy is "Community Property," the Insured will need his or her spouse's written consent in order to receive the amount of Rider Benefit Basis payable.

**E. DATE OF ENTITLEMENT**

For Advanced Stage Cancer, Heart Attack, Stroke and Early Stage Cancer, the Date of Entitlement will be the Date of Diagnosis. For Major Organ Failure, the Date of Entitlement shall be the date the Insured is accepted on the United Network for Organ Sharing (UNOS). For Coronary Artery Bypass Surgery, the Date of Entitlement shall be the Date of Procedure. For Kidney Failure, the Date of Entitlement shall be the earlier of the date regular dialysis begins or renal transplant surgery takes place.

## F. DEFINITIONS OF COVERED CONDITIONS

**Advanced Stage Cancer:** Advanced Stage Cancer means a disease which is manifested by the presence of a malignant neoplasm, which is characterized by uncontrolled and abnormal growth and spread of malignant cells and the invasion of tissue. The diagnosis of Advanced Stage Cancer must be made by a Legally Qualified Physician who is board certified as an Oncologist and must be supported by a Pathological Diagnosis or histological evidence. In the event that a Pathological Diagnosis cannot be made, a Clinical Diagnosis will be accepted. For the purposes of this definition, it does not consider any of the following to be Advanced Stage Cancer:

- Early cancer diagnosed as a T1N0M0 or equivalent staging;
- Cancer in situ;
- Melanoma staged as a Clark's levels I or II, a Breslow's less than or equal to 1 mm in depth, or equivalent staging;
- Chronic Lymphocytic Leukemia RAI stage 0-1 or equivalent staging;
- Localized carcinoid tumors;
- Any skin cancer (including a malignant melanoma staged as a Clark's levels I or II, a Breslow's less than or equal to 1 mm in depth, or equivalent staging); or
- Any pre-malignant, precancerous neoplasms, or conditions with malignant potential such as intraepithelial neoplasia, leukoplakia, hyperplasia, polycythemia, moles, polyps and other lesions.

**Heart Attack:** Heart Attack (Myocardial Infarction) means the death of a portion of the heart muscle, resulting from blockage of one or more coronary arteries and resulting in the loss of the normal function of the heart. The diagnosis of Heart Attack must be made by a Legally Qualified Physician who is board certified as a Cardiologist and be based on the following:

- New clinical presentation and electrocardiographic changes consistent with an evolving Heart Attack; and
- Serial elevation of cardiac biochemical markers or the serial elevation of cardiac enzymes to a level consistent with a diagnosis of Heart Attack.

Heart Attack does not include an incidental finding of electrocardiographic changes suggesting an established (old) myocardial infarction.

**Stroke:** Stroke means a cerebrovascular accident or infarction (death) of brain tissue caused by hemorrhage, embolism, or thrombosis producing measurable, objective neurological deficit persisting for at least 96 hours following the occurrence of the Stroke and which condition is expected to be permanent. The diagnosis of Stroke must be made by a Legally Qualified Physician who is board certified as a Neurologist. Stroke does not include Transient Ischemic Attack (ministroke), head injury, chronic cerebrovascular insufficiency and reversible ischemic neurological deficits.

**Kidney Failure:** Kidney Failure (End-Stage Renal Disease), means the chronic and irreversible failure of both kidneys which requires treatment with regular and ongoing dialysis. The diagnosis of Kidney Failure must be made by a Legally Qualified Physician who is board certified as a Nephrologist.

**Major Organ Failure:** Major Organ Failure means the clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) of the Insured to be replaced with an organ(s) from a suitable human donor (excluding the Insured) under generally accepted medical procedures. The organs covered by this definition are limited to liver, kidney, lung, entire heart, small intestine, pancreas, and pancreas-kidney. In order for the Major Organ Failure to be covered under this Rider, the Insured must be registered by the United Network of Organ Sharing (UNOS).

**Early Stage Cancer:** Early Stage Cancer means a diagnosis of cancer wherein the malignant cells are contained within the tissue of origin without invasion of neighboring tissue. For the purpose of this definition, Early Stage Cancer will also include early diagnosed malignancies staged as a TisNOM0 and T1NOM0, or equivalent staging, and malignant melanoma diagnosed as a Clark's levels I or II, a Breslow's less than or equal to 1 mm in depth, or equivalent staging. Diagnosis of Early Stage Cancer must be made by a Legally Qualified Physician who is board certified as an Oncologist and must be supported by a Pathological Diagnosis or histological evidence. In the event that a Pathological Diagnosis cannot be made, a Clinical Diagnosis will be accepted.

Early Stage Cancer does not include the following:

- Any skin cancer (other than eligible malignant melanomas); or
- Any pre-malignant, precancerous neoplasms, conditions with malignant potential, such as intraepithelial neoplasia, leukoplakia, hyperplasia, polycythemia, moles, polyps and other lesions.

**Coronary Artery Bypass Surgery:** Coronary Artery Bypass Surgery means either a saphenous vein or internal mammary artery graft for the treatment of coronary heart disease, deemed Medically Necessary to correct a narrowing or blockage of one or more coronary arteries. The procedure must be performed by a Legally Qualified Physician who is board certified as a Cardiothoracic Surgeon.

#### G. OTHER DEFINITIONS

**Clinical Diagnosis:** Clinical Diagnosis means a diagnosis of Advanced Stage Cancer or Early Stage Cancer based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Cancer only if the following conditions are met:

- a Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- there is medical evidence to support the diagnosis; and
- a Legally Qualified Physician who is board certified as an Oncologist is treating the Insured for Advanced Stage Cancer and/or Early Stage Cancer.

**Date of Diagnosis:** Date of Diagnosis means the date the diagnosis is established by a Legally Qualified Physician, who is a board certified specialist where required under this Rider, through the use of clinical and/or laboratory findings as supported by the Insured's medical records.

**Date of Procedure:** Date of Procedure means the date the Insured undergoes the procedure performed by a Legally Qualified Physician, who is a board certified specialist where required under this Rider.

**Diagnosis:** Diagnosis means the definitive establishment of the Covered Condition through the use of clinical and/or laboratory findings. The diagnosis must be made by a Legally Qualified Physician who is a board certified specialist where required under this Rider.

**Legally Qualified Physician:** Legally Qualified Physician means a person, other than the Insured, You, a member of the Insured's or Your immediate family, or a business associate of the Insured or You, who is duly licensed and practicing medicine in the United States, and who is legally qualified by the appropriate state or federal licensing agency to diagnose and treat sickness and injuries. The Legally Qualified Physician must be providing services within the scope of his or her license, and must also be a board certified specialist where required under this Rider.

**Medically Necessary:** Medically Necessary means a service or supply that is rendered to diagnose or treat a covered condition. Such care must be (a) prescribed by a Legally Qualified Physician; (b) considered to be necessary and appropriate for the diagnosis and treatment of the critical illness condition; and (c) commonly accepted as proper care or treatment of the condition. Medically Necessary care does not include care considered to be (a) provided only as a convenience to the Insured or provider; or (b) in excess (in scope, duration, or intensity) of that level of care which is needed to provide safe, adequate and appropriate diagnosis and treatment. The fact that a physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Pathological Diagnosis:** Pathological Diagnosis means a diagnosis of Advanced Stage Cancer or Early Stage Cancer based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be done by a Legally Qualified Physician who is board certified as a Pathologist and whose diagnosis of malignancy conforms to the standards set by the American College of Pathology.

## H. EXCLUSIONS AND LIMITATIONS

### PRE-EXISTING CONDITIONS

Benefits are not payable if any of the Covered Conditions were caused by or resulted from a Pre-Existing Condition unless the Covered Condition is diagnosed 12 months after the Effective Date of this Rider.

A Pre-Existing Condition means an illness or condition for which

1. medical consultation, treatment, care and services were received or
2. medication has been prescribed

within a 24-month period preceding the Effective Date of the coverage of the Insured person.

### BENEFITS ARE NOT PROVIDED FOR ANY OF THE FOLLOWING:

1. Self-inflicted injuries or attempt at suicide, whether sane or insane;
2. Injury or sickness caused by chronic alcoholism or drug addiction unless addiction results from administration of drugs for treatment by a licensed physician;
3. Injury or sickness caused by war or any act of war, declared or undeclared; or
4. Injury or sickness caused by engaging in an illegal occupation or activity .

## I. CLAIM PROVISIONS

### NOTICE OF CLAIM

We require the Insured to give Us written notice of claim within 20 days after a covered loss begins, or as soon thereafter as reasonably possible. In any event, however, the required notice must be given to Us no later than one year from the date the covered loss begins, unless the Insured was legally incapacitated. The notice must be given to Us at our Home Office. The notice should include the Insured's name and policy number.

### CLAIM FORMS

When We receive the notice of a claim, We will send to the Insured forms for filing proof of loss. If we have not sent these forms to the Insured within 15 days, the proof of loss requirements can be met by the Insured giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

### PROOF OF LOSS

The Insured must give Us written proof of loss within 90 days after the claim forms are given to the Insured. If it was not reasonably possible to give such proof within 90 days, the claim will not be reduced or denied for this reason if the proof is filed as soon as possible, thereafter. In any event, the proof required must be given no later than one year from the time specified unless the Insured was legally incapacitated.

### PHYSICAL EXAMINATION AND AUTOPSY

We have the right to have an Insured examined when and as often as is reasonable during the handling of a claim and to do an autopsy where it is not forbidden by law, at Our own expense.

## TIME OF PAYMENT OF CLAIMS

Upon the receipt of written Proof of Loss, We will, within 30 days, pay benefits or mail the Insured a notice stating the reason(s) payment was not made in whole or in part, or give the Insured a written itemization of information or documents needed to process the claim for benefits. The Policy and this Rider must be in force at the time of the first ever occurrence of the Covered Condition before benefits are paid.

## PAYMENT OF CLAIMS

All Accelerated Benefits will be paid to the Insured. Any Rider benefits unpaid at the Insured's death will be paid to the Insured's Beneficiary. Any payment made in good faith will fully discharge Us to the extent of the payment.

## III. PREMIUM

### A. PREMIUM PAYMENT REQUIREMENT

The initial premium for this Rider is shown on page 3 of the Policy. In order for this Rider to remain in force, You must pay the premium before the end of the Grace Period.

### B. PREMIUMS APPORTIONED TO THE ACCELERATED BENEFIT ARE SUBJECT TO CHANGE

We reserve the right to change the premium for this Rider that is apportioned to the Accelerated Benefit provision subject to the following:

1. Any change in such premium rates will be applied to all Riders on this form on a uniform basis for Insureds of the same issue age, premium classification and amount of insurance;
2. Such premium may not be changed before the end of the first Rider year and may not be changed more often than once a year thereafter; and
3. Notice of a change in premium will be sent to You at least 45 days before the change becomes effective.

The premium for this Rider that is apportioned to the Death Benefit provision will not change during the Rider term period as shown on page 3 of the Policy.

### C. GRACE PERIOD

We will allow a Grace Period of 31 days for payment of each premium after the first. This Rider will continue in force during the Grace Period. If the Insured presents an Accelerated Benefit claim or dies during the Grace Period, We will pay the benefit after deducting the premium due at the beginning of the Grace Period.

## IV. EFFECTIVE DATE

The Effective Date of this Rider is the issue date of the Policy.

## **V. RENEWAL PROVISION OF THE DEATH BENEFIT**

At the end of the Rider's term period as specified on page 3 of the Policy or on the Rider's anniversary following the 70th birthday of the Insured, whichever is earliest, the amount of the death benefit as defined in the Death Benefit provision will be renewed without evidence of insurability subject to the following:

1. One-year renewal term periods will be allowed until the Rider's anniversary following age 95 of the covered Insured;
2. Each one-year renewal term period begins on a Rider anniversary;
3. A term period does not include the Rider anniversary at the end of the term;
4. If premiums are paid to the end of each term period, the death benefit coverage may be renewed without evidence of insurability for additional one-year term periods for which premiums are shown on the Premium Schedule page 3D of the Policy; and
5. At the end of each term period except the last, a period of 31 days is allowed for renewal. If the Insured dies during such 31 day period, the death benefit coverage will be renewed automatically and a monthly premium will be deducted from the benefits paid.

The Accelerated Benefit provision is not renewable.

## **VI. TERMINATION**

This Rider will terminate on the earliest of any of the following:

1. If premiums for the Rider or for the Policy are not paid before the end of the Grace Period stated in the Policy;
2. The date the Policy terminates;
3. At the death of the Insured;
4. If the Policy is converted to a permanent plan of insurance;
5. On the Rider's anniversary following the 70th birthday of the Insured, the Accelerated Benefit provision of this Rider will terminate and the Death Benefit provision of this Rider will terminate unless the death benefit coverage is renewed as specified in the Renewal Provision of the Death Benefit;
6. At the end of the Rider's term period specified on page 3 of the Policy, the Accelerated Benefit provision of this Rider will terminate and the Death Benefit provision of this Rider will terminate unless the death benefit coverage is renewed as specified in the Renewal Provision of the Death Benefit; or
7. If 100% of the Death Benefit proceeds are accelerated.

This Rider can be cancelled by You at any time by writing to Us at Our Home Office.

## **VII. GENERAL PROVISIONS**

### **A. SUICIDE**

With regards to the Death Benefit provision, if any Insured commits suicide, while sane or insane, within two years from this Rider's Effective Date (or within one year of the date this Rider was delivered in Colorado, Missouri or North Dakota), Our liability will be limited to the premium paid for this Rider.

### **B. MISSTATEMENT OF AGE OR GENDER**

If the age or gender of the Insured has been misstated, the benefits under this Rider will be those that the premium would have purchased at the Insured's correct age or gender.

#### C. REINSTATEMENT

This Rider may be reinstated according to the terms of the Policy. We may require satisfactory evidence of the insurability of the Insured before we permit reinstatement of this Rider.

#### D. INCONTESTABILITY

We will not contest the validity of this Rider after it has been in force during the lifetime of the Insured for two years from its Effective Date.

If this Rider is reinstated, the statements in the application for reinstatement will be incontestable after the Rider has been in force during the Insured's lifetime for two years from the effective date of the reinstatement. Any contest of the validity of the reinstatement of this Rider will be based on the application for reinstatement.

#### E. CONVERTIBILITY OF RIDER

If the Policy to which this Rider is attached is converted to a permanent plan of insurance, this Rider is not convertible and will not be a part of the new Policy.

#### F. IMPACT ON POLICY VALUES

This Rider does not affect surrender values, loan values or other values of the Policy.

#### G. COMPUTATION OF DEATH BENEFIT VALUES

For the Death Benefit of this Rider, values are computed on the basis of the appropriate mortality tables within the Commissioners' 2001 Standard Ordinary Mortality Tables. Values are computed assuming age last birthday and death occurring at the end of the Policy year. Interest is calculated at a rate less than or equal to the maximum required by law. Overall values are greater than or equal to the values required by law.

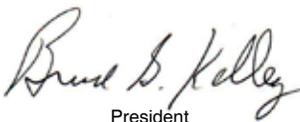
#### H. CONFORMITY WITH STATE STATUTES

On the Effective Date of the Rider, if any provisions of this Rider are in conflict with the laws of the state in which You reside on that date, then these provisions are amended to conform to the minimum requirements of such laws.

#### I. INTERPRETATION

This Rider is part of the Policy to which it is attached. Unless stated otherwise, all provisions of the Policy also apply to this Rider. If there is a conflict between the terms of the Policy and the terms of this Rider, the Rider controls.

Signed for the Company at its Home Office.



President

**EMC NATIONAL LIFE COMPANY**  
**DISCLOSURE — TERM INSURANCE RIDER WITH ACCELERATED BENEFIT**

**Rider Death Benefit** — According to the terms of the Rider, EMC National Life Company will pay the insurance benefit amount of the Rider if the Insured dies while the Policy and the Rider are in force.

**Rider Accelerated Benefit** — According to the terms of the Rider, EMC National Life Company will pay the accelerated death benefit upon receiving proof of first ever occurrence, experienced by the Insured of any one of the Covered Conditions listed below. Each Covered Condition is payable only once regardless of the subsequent occurrence of the same condition. A cancer condition must first ever manifest itself on or after the 90th day following the effective date of this Rider.

**Effect of an Accelerated Benefit** — Any accelerated benefits paid under this Rider are an advance of this Rider's death benefit proceeds and will reduce the amount payable upon death under the terms of the Rider.

**Consequences of Receiving Accelerated Death Benefit** — This Rider provides an accelerated benefit for the Covered Conditions listed below. Whether or not a tax liability will be incurred when a benefit is paid under this Rider depends on the facts and circumstances under which the payment is made and received as well as on how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. The recipient of a benefit should consult his or her tax advisor to assess any tax impact of the benefit. We make no representations about the tax impact of the benefit.

**Covered Conditions/Percentage of Maximum Benefit Payable:**

- Advanced Stage Cancer (100%)
- Heart Attack (100%)
- Stroke (100%)
- Kidney Failure (End Stage Renal Disease) (100%)
- Major Organ Failure (100%)
- Early Stage Cancer (25%)
- Coronary Artery Bypass Surgery (25%)

**Notice and Proof of Qualifying Event** — We will require proof that the Insured is covered under this Rider. We must be furnished a first ever diagnosis of a Covered Condition by a physician licensed in the United States, including documentation supported by pathological, clinical, radiological, histological or laboratory evidence of the Covered Condition. We may require at our own expense an additional examination or autopsy by a physician of our choice.

**Exceptions:**

**Pre-Existing Conditions:** Benefits are not payable for any of the Covered Conditions caused by or resulting from a Pre-Existing Condition unless the Covered Condition is diagnosed 12 months after the effective date of the Rider.

A Pre-Existing Condition means an illness or condition for which

1. medical consultation, treatment, care and services were received or
2. medication has been prescribed

within a 24-month period preceding the effective date of the coverage of the Insured person.

**Benefits Are Not Provided For:** Self-inflicted injuries or attempt at suicide, while sane or insane; injury or sickness caused by chronic alcoholism or drug addiction unless addiction results from administration of drugs for treatment by a physician; injury or sickness caused by war or any act of war, declared or undeclared; injury or sickness caused by engaging in an illegal occupation or activity.

After payment of a partial accelerated benefit, the full premium for the Rider is still payable.

Any irrevocable beneficiaries or assignees must send us a written consent to the accelerated death benefit payment. The written request must be in a form satisfactory to us.

I acknowledge that I have received and read this disclosure statement which was furnished to me prior to signing the Application for insurance. This is a very brief summary of the benefits provided by the Term Insurance Rider with Accelerated Benefit. It is not an insurance contract. Only the actual Policy and Rider provisions detail the rights and obligations of the Company and me.

\_\_\_\_\_  
Signature of Proposed Insured/Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Spouse/Other Insured

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date



SERFF Tracking Number: EMCN-126837439 State: Arkansas  
Filing Company: EMC National Life Company State Tracking Number: 46932  
Company Tracking Number: ELR010 (8-10)  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: Term Insurance Rider with Accelerated Benefit  
Project Name/Number: /

## Supporting Document Schedules

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

Readability certification attached.

**Attachment:**

AR Read Cert.pdf

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Certificate of Compliance

**Comments:**

Certificate of compliance attached.

**Attachment:**

AR Cert of Comp.pdf

**READABILITY  
CERTIFICATION**

I certify to the best of my knowledge that the rider form being filed is readable based on the factors specified in Sections 66-3251 to 66-3258 of the Arkansas Statutes. The Flesch Scores are as follows:

Form Number  
ELR010 (8-10)

Flesch Score  
46.0



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Mark C. Rowley, FSA, MAAA  
Vice President, Managing Actuary

September 30, 2010  
Date

**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.



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Mark C. Rowley, FSA, MAAA  
Vice President, Managing Actuary

September 30, 2010  
Date

SERFF Tracking Number: EMCN-126837439 State: Arkansas  
 Filing Company: EMC National Life Company State Tracking Number: 46932  
 Company Tracking Number: ELR010 (8-10)  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: Term Insurance Rider with Accelerated Benefit  
 Project Name/Number: /

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
09/29/2010	Form	Term Insurance Rider with Accelerated Benefit	11/18/2010	ELR010(8-10).pdf (Superseded)

**EMC NATIONAL LIFE COMPANY**  
**TERM INSURANCE RIDER WITH ACCELERATED BENEFIT**

When we use the term “We,” “Us” or “Our,” we mean EMC National Life Company. When we use the term “You” or “Your,” we mean the owner. When we use the term “Insured,” we mean the person or persons insured under this Rider named on page 3 of the Policy. The owner may or may not be the Insured.

**I. DEATH BENEFIT**

If the Insured dies while the Policy and this Rider are in force, the Death Benefit proceeds payable to the Beneficiary will be

1. The amount of this Rider’s insurance benefit as shown on page 3 of the Policy, less
2. The amount of insurance benefit previously paid as a result of any Accelerated Benefit payment.

**A. BENEFICIARY**

The Insured’s beneficiary will be the beneficiary named in the application or in the most recent change of beneficiary. If no beneficiary is specifically designated for the Insured, the proceeds will be paid in one sum to the Insured’s spouse, if any, or if no such spouse, to the Insured’s estate.

**B. PAYMENT**

The Death Benefit proceeds of this Rider will be payable if We receive satisfactory proof of the Insured’s death. The proceeds will be paid in a single sum. Proper proof of any claim under this Rider must be submitted in writing to the Home Office.

**II. ACCELERATED BENEFIT**

This Rider provides an Accelerated Benefit for the Covered Conditions defined in Section F.

**Whether or not a tax liability will be incurred when a benefit is paid under this Accelerated Benefit depends on the facts and circumstances under which the payment is made and received as well as on how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. The recipient of a benefit should consult his or her tax advisor to assess any tax impact of the benefit. We make no representations about the tax impact of the benefit.**

**A. BENEFIT PROVISIONS**

We will pay the Insured an Accelerated Benefit upon receipt of due proof of the first ever occurrence, experienced by the Insured, of any one of the Covered Conditions defined in Section F up to the Benefit Basis payable under the Accelerated Benefit. A cancer condition must first ever manifest itself on or after the 90th day following the Effective Date of this Rider.

The first ever occurrence of the condition must occur while this Rider is in force.

Any Accelerated Benefits paid under this Rider are an advance of this Rider’s Death Benefit proceeds and will reduce the amount payable upon death under the terms of the Rider.

**B. SCHEDULE OF BENEFITS**

We will pay the Insured the percent of the Rider Benefit Basis indicated in Section C upon receipt of due proof of first ever occurrence, experienced by the Insured, of the following:

<b>Covered Conditions</b>	<b>Percentage of Rider Benefit Basis Payable</b>
1. Advanced Stage Cancer	100%
2. Heart Attack	100%
3. Stroke	100%
4. Kidney Failure (End Stage Renal Disease)	100%
5. Major Organ Failure	100%
6. Early Stage Cancer	25%
7. Coronary Artery Bypass Surgery	25%

**C. BENEFIT BASIS**

The Benefit Basis is the value on which the Accelerated Benefit is determined.

1. The Benefit Basis for conditions payable at 100% will be based upon the Rider's insurance benefit as shown on page 3 of the Policy at date of issue, less partial benefit payment(s) previously paid, if any. Payment of the full Benefit Basis will terminate this Rider with no further benefits payable.
2. The Benefit Basis for conditions payable at 25% will be based upon the Rider's insurance benefit as shown on page 3 of the Policy at date of issue. The full premium for the Rider will continue after payment of a partial Accelerated Benefit. Each Covered Condition is payable only once under the Rider regardless of the subsequent occurrence of the same Covered Condition.

**D. ELIGIBILITY FOR BENEFIT**

An Accelerated Benefit will be payable to the Insured upon due proof of the first ever occurrence of any one of the Covered Conditions defined in Section F, while this Rider is in force.

Eligibility is also subject to the following additional conditions:

1. If the Policy has been assigned, the assignee must release their interest in order for the Insured to receive the amount of Rider Benefit Basis payable;
2. If an Irrevocable Beneficiary has been named, that Beneficiary must consent in writing in order for the Insured to receive the amount of Rider Benefit Basis payable; and
3. If the Policy is "Community Property," the Insured will need his or her spouse's written consent in order to receive the amount of Rider Benefit Basis payable.

**E. DATE OF ENTITLEMENT**

For Advanced Stage Cancer, Heart Attack, Stroke and Early Stage Cancer, the Date of Entitlement will be the Date of Diagnosis. For Major Organ Failure, the Date of Entitlement shall be the date the Insured is accepted on the United Network for Organ Sharing (UNOS). For Coronary Artery Bypass Surgery, the Date of Entitlement shall be the Date of Procedure. For Kidney Failure, the Date of Entitlement shall be the earlier of the date regular dialysis begins or renal transplant surgery takes place.

## F. DEFINITIONS OF COVERED CONDITIONS

**Advanced Stage Cancer:** Advanced Stage Cancer means a disease which is manifested by the presence of a malignant neoplasm, which is characterized by uncontrolled and abnormal growth and spread of malignant cells and the invasion of tissue. The diagnosis of Advanced Stage Cancer must be made by a Legally Qualified Physician who is board certified as an Oncologist and must be supported by a Pathological Diagnosis or histological evidence. In the event that a Pathological Diagnosis cannot be made, a Clinical Diagnosis will be accepted. For the purposes of this definition, it does not consider any of the following to be Advanced Stage Cancer:

- Early cancer diagnosed as a T1N0M0 or equivalent staging;
- Cancer in situ;
- Melanoma staged as a Clark's levels I or II, a Breslow's less than or equal to 1 mm in depth, or equivalent staging;
- Chronic Lymphocytic Leukemia RAI stage 0-1 or equivalent staging;
- Localized carcinoid tumors;
- Any skin cancer (including a malignant melanoma staged as a Clark's levels I or II, a Breslow's less than or equal to 1 mm in depth, or equivalent staging); or
- Any pre-malignant, precancerous neoplasms, or conditions with malignant potential such as intraepithelial neoplasia, leukoplakia, hyperplasia, polycythemia, moles, polyps and other lesions.

**Heart Attack:** Heart Attack (Myocardial Infarction) means the death of a portion of the heart muscle, resulting from blockage of one or more coronary arteries and resulting in the loss of the normal function of the heart. The diagnosis of Heart Attack must be made by a Legally Qualified Physician who is board certified as a Cardiologist and be based on the following:

- New clinical presentation and electrocardiographic changes consistent with an evolving Heart Attack; and
- Serial elevation of cardiac biochemical markers or the serial elevation of cardiac enzymes to a level consistent with a diagnosis of Heart Attack.

Heart Attack does not include an incidental finding of electrocardiographic changes suggesting an established (old) myocardial infarction.

**Stroke:** Stroke means a cerebrovascular accident or infarction (death) of brain tissue caused by hemorrhage, embolism, or thrombosis producing measurable, objective neurological deficit persisting for at least 96 hours following the occurrence of the Stroke and which condition is expected to be permanent. The diagnosis of Stroke must be made by a Legally Qualified Physician who is board certified as a Neurologist. Stroke does not include Transient Ischemic Attack (ministroke), head injury, chronic cerebrovascular insufficiency and reversible ischemic neurological deficits.

**Kidney Failure:** Kidney Failure (End-Stage Renal Disease), means the chronic and irreversible failure of both kidneys which requires treatment with regular and ongoing dialysis. The diagnosis of Kidney Failure must be made by a Legally Qualified Physician who is board certified as a Nephrologist.

**Major Organ Failure:** Major Organ Failure means the clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) of the Insured to be replaced with an organ(s) from a suitable human donor (excluding the Insured) under generally accepted medical procedures. The organs covered by this definition are limited to liver, kidney, lung, entire heart, small intestine, pancreas, and pancreas-kidney. In order for the Major Organ Failure to be covered under this Rider, the Insured must be registered by the United Network of Organ Sharing (UNOS).

**Early Stage Cancer:** Early Stage Cancer means a diagnosis of cancer wherein the malignant cells are contained within the tissue of origin without invasion of neighboring tissue. For the purpose of this definition, Early Stage Cancer will also include early diagnosed malignancies staged as a TisN0M0 and T1N0M0, or equivalent staging, and malignant melanoma diagnosed as a Clark's levels I or II, a Breslow's less than or equal to 1 mm in depth, or equivalent staging. Diagnosis of Early Stage Cancer must be made by a Legally Qualified Physician who is board certified as an Oncologist and must be supported by a Pathological Diagnosis or histological evidence. In the event that a Pathological Diagnosis cannot be made, a Clinical Diagnosis will be accepted.

Early Stage Cancer does not include the following:

- Any skin cancer (other than eligible malignant melanomas); or
- Any pre-malignant, precancerous neoplasms, conditions with malignant potential, such as intraepithelial neoplasia, leukoplakia, hyperplasia, polycythemia, moles, polyps and other lesions.

**Coronary Artery Bypass Surgery:** Coronary Artery Bypass Surgery means either a saphenous vein or internal mammary artery graft for the treatment of coronary heart disease, deemed Medically Necessary to correct a narrowing or blockage of one or more coronary arteries. The procedure must be performed by a Legally Qualified Physician who is board certified as a Cardiothoracic Surgeon.

#### G. OTHER DEFINITIONS

**Clinical Diagnosis:** Clinical Diagnosis means a diagnosis of Advanced Stage Cancer or Early Stage Cancer based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Cancer only if the following conditions are met:

- a Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- there is medical evidence to support the diagnosis; and
- a Legally Qualified Physician who is board certified as an Oncologist is treating the Insured for Advanced Stage Cancer and/or Early Stage Cancer.

**Date of Diagnosis:** Date of Diagnosis means the date the diagnosis is established by a Legally Qualified Physician, who is a board certified specialist where required under this Rider, through the use of clinical and/or laboratory findings as supported by the Insured's medical records.

**Date of Procedure:** Date of Procedure means the date the Insured undergoes the procedure performed by a Legally Qualified Physician, who is a board certified specialist where required under this Rider.

**Diagnosis:** Diagnosis means the definitive establishment of the Covered Condition through the use of clinical and/or laboratory findings. The diagnosis must be made by a Legally Qualified Physician who is a board certified specialist where required under this Rider.

**Legally Qualified Physician:** Legally Qualified Physician means a person, other than the Insured, You, a member of the Insured's or Your immediate family, or a business associate of the Insured or You, who is duly licensed and practicing medicine in the United States, and who is legally qualified by the appropriate state or federal licensing agency to diagnose and treat sickness and injuries. The Legally Qualified Physician must be providing services within the scope of his or her license, and must also be a board certified specialist where required under this Rider.

**Medically Necessary:** Medically Necessary means a service or supply that is rendered to diagnose or treat a covered condition. Such care must be (a) prescribed by a Legally Qualified Physician; (b) considered to be necessary and appropriate for the diagnosis and treatment of the critical illness condition; and (c) commonly accepted as proper care or treatment of the condition. Medically Necessary care does not include care considered to be (a) provided only as a convenience to the Insured or provider; or (b) in excess (in scope, duration, or intensity) of that level of care which is needed to provide safe, adequate and appropriate diagnosis and treatment. The fact that a physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Pathological Diagnosis:** Pathological Diagnosis means a diagnosis of Advanced Stage Cancer or Early Stage Cancer based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be done by a Legally Qualified Physician who is board certified as a Pathologist and whose diagnosis of malignancy conforms to the standards set by the American College of Pathology.

## H. EXCLUSIONS AND LIMITATIONS

### PRE-EXISTING CONDITIONS

Benefits are not payable if any of the Covered Conditions were caused by or resulted from a Pre-Existing Condition unless the Covered Condition is diagnosed 12 months after the Effective Date of this Rider.

A Pre-Existing Condition means an illness or condition for which

1. medical consultation, treatment, care and services were received or
2. medication has been prescribed

within a 24-month period preceding the Effective Date of the coverage of the Insured person.

### BENEFITS ARE NOT PROVIDED FOR ANY OF THE FOLLOWING:

1. Self-inflicted injuries or attempt at suicide, whether sane or insane;
2. Injury or sickness caused by chronic alcoholism or drug addiction unless addiction results from administration of drugs for treatment by a licensed physician;
3. Injury or sickness caused by war or any act of war, declared or undeclared; or
4. Injury or sickness caused by engaging in an illegal occupation or activity .

## I. CLAIM PROVISIONS

### NOTICE OF CLAIM

We require the Insured to give Us written notice of claim within 20 days after a covered loss begins, or as soon thereafter as reasonably possible. In any event, however, the required notice must be given to Us no later than one year from the date the covered loss begins, unless the Insured was legally incapacitated. The notice must be given to Us at our Home Office. The notice should include the Insured's name and policy number.

### CLAIM FORMS

When We receive the notice of a claim, We will send to the Insured forms for filing proof of loss. If we have not sent these forms to the Insured within 15 days, the proof of loss requirements can be met by the Insured giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

### PROOF OF LOSS

The Insured must give Us written proof of loss within 90 days after the claim forms are given to the Insured. If it was not reasonably possible to give such proof within 90 days, the claim will not be reduced or denied for this reason if the proof is filed as soon as possible, thereafter. In any event, the proof required must be given no later than one year from the time specified unless the Insured was legally incapacitated.

### PHYSICAL EXAMINATION AND AUTOPSY

We have the right to have an Insured examined when and as often as is reasonable during the handling of a claim and to do an autopsy where it is not forbidden by law, at Our own expense.

## TIME OF PAYMENT OF CLAIMS

Upon the receipt of written Proof of Loss, We will, within 30 days, pay benefits or mail the Insured a notice stating the reason(s) payment was not made in whole or in part, or give the Insured a written itemization of information or documents needed to process the claim for benefits. The Policy and this Rider must be in force at the time of the first ever occurrence of the Covered Condition before benefits are paid.

## PAYMENT OF CLAIMS

All Accelerated Benefits will be paid to the Insured. Any Rider benefits unpaid at the Insured's death will be paid to the Insured's Beneficiary. Any payment made in good faith will fully discharge Us to the extent of the payment.

## III. PREMIUM

### A. PREMIUM PAYMENT REQUIREMENT

The initial premium for this Rider is shown on page 3 of the Policy. In order for this Rider to remain in force, You must pay the premium before the end of the Grace Period.

### B. PREMIUMS APPORTIONED TO THE ACCELERATED BENEFIT ARE SUBJECT TO CHANGE

We reserve the right to change the premium for this Rider that is apportioned to the Accelerated Benefit provision subject to the following:

1. Any change in such premium rates will be applied to all Riders on this form on a uniform basis for Insureds of the same issue age, premium classification and amount of insurance;
2. Such premium may not be changed before the end of the first Rider year and may not be changed more often than once a year thereafter; and
3. Notice of a change in premium will be sent to You at least 45 days before the change becomes effective.

The premium for this Rider that is apportioned to the Death Benefit provision will not change during the Rider term period as shown on page 3 of the Policy.

### C. GRACE PERIOD

We will allow a Grace Period of 31 days for payment of each premium after the first. This Rider will continue in force during the Grace Period. If the Insured presents an Accelerated Benefit claim or dies during the Grace Period, We will pay the benefit after deducting the premium due at the beginning of the Grace Period.

## IV. EFFECTIVE DATE

The Effective Date of this Rider is the issue date of the Policy.

## V. TERMINATION

This Rider will terminate on the earliest of any of the following:

1. If premiums for the Rider or for the Policy are not paid before the end of the Grace Period stated in the Policy;
2. The date the Policy terminates;
3. At the death of the Insured;
4. If the Policy is converted to a permanent plan of insurance;
5. On the Rider's anniversary following the 70th birthday of the Insured;
6. At the end of the Rider's term period specified on page 3 of the Policy; or
7. If 100% of the Death Benefit proceeds are accelerated.

This Rider can be cancelled by You at any time by writing to Us at Our Home Office.

## VI. GENERAL PROVISIONS

### A. SUICIDE

With regards to the Death Benefit provision, if any Insured commits suicide, while sane or insane, within two years from this Rider's Effective Date (or within one year of the date this Rider was delivered in Colorado, Missouri or North Dakota), Our liability will be limited to the premium paid for this Rider.

### B. MISSTATEMENT OF AGE OR GENDER

If the age or gender of the Insured has been misstated, the benefits under this Rider will be those that the premium would have purchased at the Insured's correct age or gender.

### C. REINSTATEMENT

This Rider may be reinstated according to the terms of the Policy. We may require satisfactory evidence of the insurability of the Insured before we permit reinstatement of this Rider.

### D. INCONTESTABILITY

We will not contest the validity of this Rider after it has been in force during the lifetime of the Insured for two years from its Effective Date.

If this Rider is reinstated, the statements in the application for reinstatement will be incontestable after the Rider has been in force during the Insured's lifetime for two years from the effective date of the reinstatement. Any contest of the validity of the reinstatement of this Rider will be based on the application for reinstatement.

### E. CONVERTIBILITY OF RIDER

If the Policy to which this Rider is attached is converted to a permanent plan of insurance, this Rider is not convertible and will not be a part of the new Policy.

### F. IMPACT ON POLICY VALUES

This Rider does not affect surrender values, loan values or other values of the Policy.

### G. COMPUTATION OF DEATH BENEFIT VALUES

For the Death Benefit of this Rider, values are computed on the basis of the appropriate mortality tables within the Commissioners' 2001 Standard Ordinary Mortality Tables. Values are computed assuming age last birthday and death occurring at the end of the Policy year. Interest is calculated at a rate less than or equal to the maximum required by law. Overall values are greater than or equal to the values required by law.

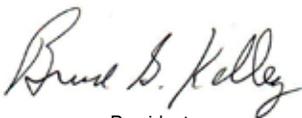
### H. CONFORMITY WITH STATE STATUTES

On the Effective Date of the Rider, if any provisions of this Rider are in conflict with the laws of the state in which You reside on that date, then these provisions are amended to conform to the minimum requirements of such laws.

### I. INTERPRETATION

This Rider is part of the Policy to which it is attached. Unless stated otherwise, all provisions of the Policy also apply to this Rider. If there is a conflict between the terms of the Policy and the terms of this Rider, the Rider controls.

Signed for the Company at its Home Office.



President