

SERFF Tracking Number: EMCN-126799628 State: Arkansas
Filing Company: EMC National Life Company State Tracking Number: 46783
Company Tracking Number: ELR009 (8-10)
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: Total Disability Income Benefit Rider
Project Name/Number: /

Filing at a Glance

Company: EMC National Life Company

Product Name: Total Disability Income Benefit Rider SERFF Tr Num: EMCN-126799628 State: Arkansas

TOI: L08 Life - Other

SERFF Status: Closed-Approved- Closed State Tr Num: 46783

Sub-TOI: L08.000 Life - Other

Co Tr Num: ELR009 (8-10)

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Michele Johnson

Disposition Date: 09/15/2010

Date Submitted: 09/13/2010

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: 09/10/2010

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 09/15/2010

Explanation for Other Group Market Type:

State Status Changed: 09/15/2010

Deemer Date:

Created By: Michele Johnson

Submitted By: Michele Johnson

Corresponding Filing Tracking Number:

Filing Description:

Attached for your review and approval is form ELR009 (8-10) - Total Disability Income Benefit Rider. This form is new and will not replace any form previously approved by your department.

This rider will be sold 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 monthly disability income benefit. The rider provides this benefit up to 24 months after an elimination period. A 30, 60 or 90 day elimination period may be chosen. The issue ages for the rider are 18-60. The rider is guaranteed renewable to the earlier of age 67 or the end of the level term period (when offered on a term insurance plan). The company reserves the right to adjust premiums on a class basis.

The rider also provides a terminal illness benefit. If the insured is diagnosed with a terminal illness, the insured can elect to receive an accelerated payment of up to 12 months of the remaining disability income benefit. It is payable on a one time basis, and once it is paid the rider is terminated.

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 48.0.

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@emcni.com.

Company and Contact

Filing Contact Information

Michele Johnson, Actuarial Analyst mjohnson@emcni.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

Filing Fees

SERFF Tracking Number: EMCN-126799628 State: Arkansas
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Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 for filing of rider form.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
EMC National Life Company	\$50.00	09/13/2010	39474903

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/15/2010	09/15/2010

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Disposition

Disposition Date: 09/15/2010

Implementation Date:

Status: Approved-Closed

Comment:

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	Actuarial Memorandum		No
Supporting Document	Certificate of Compliance		Yes
Form	Total Disability Income Benefit Rider		Yes

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Form Schedule

Lead Form Number: ELR009 (8-10)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	ELR009 (8-10)	Policy/Cont Total Disability ract/Fratern Income Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		48.000	ELR009(8-10).pdf

EMC NATIONAL LIFE COMPANY
TOTAL DISABILITY INCOME BENEFIT RIDER

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. DISABILITY INCOME BENEFIT

While this Rider is in effect and after the Elimination Period has been satisfied, We will pay the Insured the Monthly Benefit during the Benefit Period if We receive sufficient written proof that the Insured is Totally Disabled because of a sickness or injury. This benefit will be paid to the Insured for as long as the Insured is Totally Disabled up to the end of the Benefit Period for any one period of disability.

We will pay the Monthly Benefit at the end of the month of disability for which it is due.

II. TERMINAL ILLNESS BENEFIT

If the Insured is diagnosed with a Terminal Illness, the Insured can elect to receive an accelerated payment of up to 12 months of the remaining Disability Income Benefit due and payable under this Rider in a lump sum amount. It is payable to the Insured on a one-time basis. Once this Terminal Illness Benefit is paid, this Rider will terminate. Terminal Illness Benefits, combined with previously paid Disability Income Benefits, cannot exceed the length of the Benefit Period for which the Insured is currently receiving Disability Income Benefits.

III. EXCLUSIONS AND LIMITATIONS

We will not pay benefits if the Insured’s Total Disability results from

1. Any attempt at suicide while sane or insane, or any intentionally self-inflicted injury;
2. An act of war, declared or undeclared;
3. An accident resulting from the Insured being intoxicated or under the influence of an illegal substance or a narcotic (except for narcotics given on the advice of and taken as prescribed by a Physician);
4. Injury or sickness caused by engaging in an illegal occupation or activity;
5. Normal pregnancy and childbirth. Complications of Pregnancy are not excluded and will be covered to the same extent as any other illness;
6. Substance Abuse; or
7. Mental or Nervous Disorders.

During the first 12 months after this Rider’s Effective Date, We will not pay benefits for any condition diagnosed or treated by a Physician within 12 months prior to the Rider’s Effective Date.

IV. DEFINITIONS

Benefit Period means a maximum 24-month period of continuous Total Disability for which the Monthly Benefit is paid. The Benefit Period begins on the first day benefits become payable after expiration of the Elimination Period. In order to qualify for a new Benefit Period for a recurrent illness or injury, the Insured must have returned to work for a continuous period of 6 months and will be subject to the Elimination Period and the maximum of 24 months of benefits. Once a Benefit Period of disability starts, We treat it as one period no matter what sicknesses or injuries cause it to continue. If the Insured is Totally Disabled when the Insured attains age 67 and We have paid monthly benefits for less than the maximum Benefit Period for such disability, We will not pay benefits for any portion of the Benefit Period that continues beyond the policy anniversary following the Insured’s 67th birthday.

Complications of Pregnancy means conditions distinct from pregnancy that are adversely affected by pregnancy. This includes eclampsia; pre-eclampsia; hyperemesis gravidarum; acute nephritis; nephrosis; cardiac decompensation; missed abortion; similar medical and surgical conditions of comparable severity; non-elective cesarean section; termination of ectopic pregnancy; spontaneous termination of pregnancy occurring during a period of gestation in which viable birth is not possible. Complications of Pregnancy does not include false labor; occasional spotting; physician prescribed rest during the period of pregnancy; morning sickness; similar conditions related to the management of a difficult pregnancy.

Elimination Period means a consecutive number of days of Total Disability shown on page 3 of the Policy during which no benefits are paid. The Elimination Period begins on the first day of the Insured's disability.

Injury means accidental bodily injury of the Insured which is the direct result of an accident or trauma sustained while the Policy and Rider are in force.

Mental or Nervous Disorder means neurosis, psychoneurosis, psychosis, or mental or emotional disease or disorder including but not limited to depression and anxiety disorders. Mental or Nervous Disorder does not include Alzheimer's disease or similar forms of dementia resulting from but not limited to degenerative diseases, stroke, head trauma, viral or bacterial infection.

Monthly Benefit means the Monthly Benefit shown on page 3 of the Policy. If a Monthly Benefit is payable for any period of Total Disability less than a full month, We will pay 1/30th of the applicable Monthly Benefit for each day of Total Disability.

Physician means a person who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is given. The Physician must be someone other than You, the Insured or a member of Your or the Insured's immediate family.

Pre-Existing Condition means a condition for which

1. medical advice or treatment was received from a Physician or recommended by a Physician or
2. the existence of symptoms that would cause a prudent person to seek diagnosis, care or treatment

within a 12-month period preceding the Effective Date of the coverage of the Insured person.

Regular Care means the Insured personally visits a Physician as often as is medically required to effectively manage and treat the Insured's disabling condition(s), according to generally accepted medical standards; and the Insured is receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing the Insured's disability must be given by a Physician whose specialty or experience is appropriate.

Regular Occupation means the occupation (or occupations, if more than one) in which the Insured is regularly engaged at the time the Insured becomes disabled.

Sickness means a disease or illness of the Insured, which first manifested itself while the Policy and Rider are in force.

Substance Abuse means drug abuse, alcoholism or chemical dependency.

Terminal Illness means a medical condition which is reasonably expected to cause the Insured's death within 12 months or less. Satisfactory proof of Terminal Illness must be provided in a written statement from the Insured's Physician.

Totally Disabled or Total Disability means the Insured is unable, due to sickness or injury, to perform all of the material and substantial duties of the Insured's Regular Occupation. The Insured is not Totally Disabled when the Insured is not under the Regular Care of a Physician unless the Physician certifies the Insured has reached a maximum point of recovery.

We will consider the Insured Totally Disabled if sickness or injury results in the complete and irrevocable loss of

1. The sight of both eyes;
2. The hearing of both ears; or
3. The use of both hands, both feet, or one hand and one foot.

V. CLAIM PROVISIONS

A. 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.

B. CLAIM FORMS

When We receive the notice of 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 Insured can meet the proof of loss requirement by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proofs of Loss provision.

C. PROOFS OF LOSS

In order to receive a periodic payment for continuing Total Disability, We require the Insured to give us a written proof of loss within 90 days after the end of each period for which claim is being made. For a Terminal Illness Benefit, We require the Insured to give us written notice within 90 days after the doctor gives a written diagnosis of Terminal Illness. If it was not reasonably possible for the Insured to give written proof within the time required, We will not reduce or deny the claim for delayed notice, if the proof is filed as soon as reasonably possible. In any event, however, the required proof must be given no later than one year from the time specified, unless the Insured was legally incapacitated.

D. PHYSICAL EXAMINATION

We may require at our own expense an additional examination by a Physician of our choice.

E. TIME OF PAYMENT OF CLAIMS

We will make periodic payments for loss for which benefits have accrued for more than one month. Subject to Our receipt of written proof of loss, We will pay accrued benefits for such loss at the end of each month of disability. Any balance unpaid when Our liability for such loss ends will be paid immediately upon Our receipt of written proof of loss. The Terminal Illness Benefit will be paid immediately, once We have received written proof of loss.

F. PAYMENT OF CLAIMS

All benefits becoming payable will be paid to the Insured, or to the Insured's beneficiary in the event of the Insured's death. Any payment made in good faith will fully discharge Us to the extent of the payment.

VI. PREMIUM

The premium for this Rider is shown on page 3 of the Policy.

We reserve the right to change at any time the table of premium rates applicable to all riders of this form. In the event of a change in the table of rates, such change will apply only to premium becoming due on or after the effective date of such a change in premium. Any such change in premium shall be based on the original insuring age, sex and class. We will send You a written notice at least 45 days prior to the effective date of any change in premium.

VII. EFFECTIVE DATE

The Effective Date of this Rider is the Issue Date of the Policy.

VIII. TERMINATION

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

1. If the premium for this Rider or for the Policy is not paid before the end of the grace period stated in the Policy;
2. The date the Policy or the term insurance rider that covers the Insured terminates;
3. At the end of the Policy's or the term insurance rider's term period, if applicable, for the Insured as specified on page 3 of the Policy;
4. At the death of the Insured;
5. On the policy anniversary following the Insured's 67th birthday; or
6. If a Terminal Illness Benefit is paid.

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

IX. GENERAL PROVISIONS

A. MISSTATEMENT OF AGE OR GENDER

If the age or gender of the Insured is misstated, the benefits paid will be those that the premium would have provided at the Insured's correct age and gender.

B. 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.

C. 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.

D. 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.

E. IMPACT ON POLICY VALUES

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

F. 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 those provisions are amended to conform to the minimum requirements of such laws.

G. 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

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Supporting Document Schedules

Item Status:

Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Flesch certification attached.

Attachment:

AR Read Cert.pdf

Item Status:

Status

Date:

Satisfied - Item: Certificate of Compliance

Comments:

Attachment:

AR Certificates.pdf

READABILITY

CERTIFICATION

I certify to the best of my knowledge that this form 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>
ELR009 (8-10)	48.0



Mark C. Rowley, FSA, MAAA
Vice President, Managing Actuary
September 13, 2010

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.



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

September 13, 2010
Date