

SERFF Tracking Number: FRCS-127939699 State: Arkansas  
Filing Company: EMC National Life Company State Tracking Number: 50595  
Company Tracking Number: 5665  
TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -  
Fixed/Indeterminate Premium  
Product Name: Association Group Life  
Project Name/Number: EMCNL/62/62

## Filing at a Glance

Company: EMC National Life Company

Product Name: Association Group Life

TOI: L04G Group Life - Term

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

Filing Type: Form

SERFF Tr Num: FRCS-127939699 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 50595

Co Tr Num: 5665

State Status: Approved-Closed

Author: Exselsa Cartwright

Date Submitted: 12/30/2011

Reviewer(s): Linda Bird

Disposition Date: 01/04/2012

Disposition Status: Approved-  
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name: EMCNL/62

Project Number: 62

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Association

Filing Status Changed: 01/04/2012

State Status Changed: 01/04/2012

Created By: Exselsa Cartwright

Corresponding Filing Tracking Number:

Filing Description:

We have been retained by EMC National Life Company to file the enclosed forms for approval in your state.

Our fee of \$150 has been sent by EFT on this same date.

The Company offers their assurances that the Complaint Notice required by Section 23-79-138 and the Guaranty Association notice required by Regulation 49 will be provided.

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Submitted to the  
domicile state on or about this same date.

Market Type: Group

Group Market Size: Large

Overall Rate Impact:

Deemer Date:

Submitted By: Exselsa Cartwright

<i>SERFF Tracking Number:</i>	<i>FRCS-127939699</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>EMC National Life Company</i>	<i>State Tracking Number:</i>	<i>50595</i>
<i>Company Tracking Number:</i>	<i>5665</i>		
<i>TOI:</i>	<i>L04G Group Life - Term</i>	<i>Sub-TOI:</i>	<i>L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium</i>
<i>Product Name:</i>	<i>Association Group Life</i>		
<i>Project Name/Number:</i>	<i>EMCNL/62/62</i>		

Please note that these forms are substantially similar to forms that we are submitting concurrently via a separate filing for use with an Employer group. We suggest that you review the two submissions together.

This filing contains a group term life policy, certificate, and master application. These forms are new forms and do not replace any previously approved forms on file with your Department. The forms are in final format.

These forms are intended to be issued to Association groups that meet the requirements of your state's law. They will be marketed through licensed agents.

Basic life coverage may or may not be issued on a non-contributory basis (depending on plan design) while optional life coverage will strictly be issued on a contributory basis.

Accelerated Death Benefit Disclosure Statement, form EGR028 (11-11), will be issued with the certificate. Accelerated Death Benefit Notice, form EGR029 (11-11), will be sent to the certificate holder if the Accelerated Death Benefit is activated. These forms are included for information.

The text found in brackets should be considered as variable material, and a Statement of Variability explaining those variables is attached.

There are no unique or innovative features in this product.

In addition the following forms which were recently submitted to your Department in the similar filing referenced above and to be used with Employer Groups will also be used with these forms.

- ELP013 – Policy Amendment
- ELP014 – Certificate Endorsement
- EGR026 – Confirmation of Coverage
- EGR023 – Evidence of Insurability

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

## **Company and Contact**

### **Filing Contact Information**

SERFF Tracking Number: FRCS-127939699 State: Arkansas  
 Filing Company: EMC National Life Company State Tracking Number: 50595  
 Company Tracking Number: 5665  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium

Product Name: Association Group Life  
 Project Name/Number: EMCNL/62/62

Exselsa Cartwright, Senior Compliance exselsa.cartwright@firstconsulting.com  
 Specialist  
 1020 Central 800-927-2730 [Phone] 2757 [Ext]  
 Suite 201 816-391-2755 [FAX]  
 Kansas City, MO 64105

**Filing Company Information**

(This filing was made by a third party - FC01)

EMC National Life Company CoCode: 62928 State of Domicile: Iowa  
 699 Walnut Street Group Code: 62 Company Type:  
 Suite 1100 Group Name: Employers Mutual State ID Number:  
 Casualty  
 Des Moines, IA 50309 FEIN Number: 42-0868851  
 (800) 232-5818 ext. [Phone]

-----

**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$150.00  
 Retaliatory? No  
 Fee Explanation: \$50 per form x 3 forms = \$150  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
EMC National Life Company	\$150.00	12/30/2011	54943355

SERFF Tracking Number: FRCS-127939699

State: Arkansas

Filing Company: EMC National Life Company

State Tracking Number: 50595

Company Tracking Number: 5665

TOI: L04G Group Life - Term

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

Product Name: Association Group Life

Project Name/Number: EMCNL/62/62

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	01/04/2012	01/04/2012

*SERFF Tracking Number:* FRCS-127939699

*State:* Arkansas

*Filing Company:* EMC National Life Company

*State Tracking Number:* 50595

*Company Tracking Number:* 5665

*TOI:* L04G Group Life - Term

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

*Product Name:* Association Group Life

*Project Name/Number:* EMCNL/62/62

## **Disposition**

Disposition Date: 01/04/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-127939699 State: Arkansas  
 Filing Company: EMC National Life Company State Tracking Number: 50595  
 Company Tracking Number: 5665  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -  
 Fixed/Indeterminate Premium  
 Product Name: Association Group Life  
 Project Name/Number: EMCNL/62/62

<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification		Yes
<b>Supporting Document</b>	Application		No
<b>Supporting Document</b>	Statement of Variables		Yes
<b>Supporting Document</b>	Accelerated Death Benefit Disclosure		Yes
<b>Supporting Document</b>	Accelerated Death Benefit Claim Notice		Yes
<b>Form</b>	Group Life Policy		Yes
<b>Form</b>	Group Life Certificate		Yes
<b>Form</b>	Master Application		Yes

SERFF Tracking Number: FRCS-127939699 State: Arkansas  
 Filing Company: EMC National Life Company State Tracking Number: 50595  
 Company Tracking Number: 5665  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -  
 Fixed/Indeterminate Premium  
 Product Name: Association Group Life  
 Project Name/Number: EMCNL/62/62

## Form Schedule

Lead Form Number: ELP017

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	ELP017	Policy/Cont ract/Fraternal Certificate	Initial		52.800	ELP017 Association Policy.pdf
	ELP018	Certificate Group Life Certificate	Initial		50.100	ELP018 Association Certificate.pdf
	EAP015	Application/Master Enrollment Form	Initial		55.700	EAP015 Association Master App.pdf



699 Walnut Street ■ Suite 1100 ■ Des Moines, IA 50309  
1.800.232.5818 ■ www.EMCNationalLife.com

**POLICY OWNER:** [ABC Association Group]

**POLICY NUMBER:** [ABCD-1234]

**POLICY ISSUE DATE:** [November 1, 2011]

**ANNIVERSARY DATES:** [November 1, 2012 and each November 1 thereafter]

**INITIAL RATE GUARANTEE PERIOD:** [1 year], until [November 1, 2012]

**CONTRACT STATE:** [Iowa]

EMC National Life Company agrees with the Policy Owner to insure certain persons who are entitled to the insurance provided by this Policy.

This Policy is issued in consideration of the application and the payment of the first premium. This Policy is subject to all terms and conditions of this page and each page that follows including the attached Certificate(s).

The Effective Date of the Policy is the Policy Issue Date shown above. On all stated dates, insurance begins at 12:01 a.m. and ends at midnight at the place the Insured Person resides.

This Policy is delivered in the Contract State and is governed by its laws.

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

An Insured Member will have 30 days from the date of receipt to examine a Certificate. If the Insured Member does not wish to keep the Certificate, it must be surrendered to the Policy Owner within this period. Upon such surrender, EMC National Life Company will return any premium paid, and insurance will be void from the start. Notice of this right will appear in the Certificate.

**THIS POLICY IS A LEGAL CONTRACT BETWEEN EMC NATIONAL LIFE COMPANY AND THE POLICY OWNER. READ YOUR POLICY CAREFULLY.**

Signed for EMC National Life Company at its Home Office in [Des Moines, Iowa.]

President

Secretary

**GROUP LIFE INSURANCE WITH ACCELERATED DEATH BENEFIT  
ONE YEAR RENEWABLE TERM  
NONPARTICIPATING**

EMC, flag design and *Count on EMC* Reg. U.S. Pat. & Tm. Off.

**TABLE OF CONTENTS**

**PLEASE READ THE POLICY CAREFULLY**

	Page
Incorporation Provision .....	P-3
Definitions .....	P-3
Premiums and Premium Rates .....	P-4
Payment of Premiums .....	P-4
Right to Change Premium Rates.....	P-4
Premium Amount.....	P-4
Grace Period .....	P-4
General Provisions.....	P-4
Policy Effective Date.....	P-4
Entire Contract.....	P-4
Incontestability .....	P-5
Nonparticipation.....	P-5
Insurance Data .....	P-5
Clerical Error.....	P-5
Cancellation of the Policy .....	P-5
Certificates.....	P-6
Worker's Compensation .....	P-6
Policy Owner Acting as Agent .....	P-6
Jurisdiction.....	P-6

## INCORPORATION PROVISION

All the terms of this Policy and the attached Certificate(s), and any endorsements thereto, are incorporated in and made a part of this Policy.

Form attached:

Certificate: [ELP018]

The terms found in the Certificate(s) will control the following:

- the enrollment and eligibility provisions;
- the benefit plan and exclusion provisions;
- the claims provisions;
- the termination of insurance provisions; and
- other general policy provisions including those pertaining to state insurance law requirements.

## DEFINITIONS

*[Association]* means the [Association] shown on page P-1.

*Company* means EMC National Life Company.

*Home Office* means the address of EMC National Life Company.

*Insured or Insured Person* means person(s) insured under the group contract as set out in the applicable enrollment and eligibility sections of the Certificate.

*Member* means a person who is a member of the [Association] or other persons as defined in the Schedule.

*Premium Due Date* means the day of the month which is the same in number as the Anniversary Date.

*We, Us, Our* means EMC National Life Company.

## **PREMIUMS AND PREMIUM RATES**

### **PAYMENT OF PREMIUMS**

The first premium will be due on the Policy Issue Date. Subject to the Grace Period provision, future premiums will be due on each Premium Due Date. Premiums are payable, in advance, to Us at Our Home Office. All premiums received in regard to an insured person will be considered earned upon payment of a death benefit.

### **RIGHT TO CHANGE PREMIUM RATES**

We may change premium rates on any date on or after the Initial Rate Guarantee Period. We will notify the Policy Owner in writing, at least 31 days before such change. However, We may change premium rates at any time if a change occurs due to one of the following events that has a direct bearing on the risk We assumed:

1. This Policy is amended;
2. A division, subsidiary, affiliated group or an eligible class is added to or deleted from this Policy;
3. The number of Insureds under this policy increases or decreases by 10% or more;
4. The [Association] merges with another [association], or
5. A federal, state or territorial law or regulation is enacted, promulgated, amended or clarified to the extent that it affects Our obligations under this Policy.

The new premium rate will apply only to premiums due on or after the date the rate change takes effect.

### **PREMIUM AMOUNT**

The amount of premium to be paid on each Premium 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. The amount of premium due will be shown on the billing notice sent to the Policy Owner.

### **GRACE PERIOD**

A Grace Period of 31 days from the Premium Due Date will be allowed for the payment of each premium after the first. The Policy will remain in effect during the Grace Period unless the Policy Owner gives Us advance written notice of termination at Our Home Office.

## **GENERAL PROVISIONS**

### **POLICY EFFECTIVE DATE**

The Effective Date of this Policy will be the Policy Issue Date.

### **ENTIRE CONTRACT**

This Policy, the Policy Owner's application, the Certificate(s), any Evidence of Insurability form and any endorsement or amendment make up the Entire Contract between the Policy Owner and EMC National Life Company. In the absence of fraud, all statements made by the Policy Owner, a Member or any Insured Person will be considered representations and not warranties. No statement will be used in any contest unless it is in writing and a copy of the statement is furnished to the person making it or his or her beneficiary or personal representative.

No change in the Policy or a Certificate will be valid until approved by one of Our officers. The approval must be noted on or attached to the Policy or the Certificate. No agent may change the Policy or a Certificate or waive any of its provisions.

### **INCONTESTABILITY**

We may not contest the validity of the insurance obtained during the Initial Enrollment Period requiring Evidence of Insurability after the insurance has been continuously in force for 2 years during the Insured's lifetime, except due to nonpayment of premium and unless the statement is contained in a written instrument signed by the Insured.

If increased or additional insurance is applied for after the Initial Enrollment Period requiring Evidence of Insurability, We may not contest the validity of the insurance or deny payment of the death proceeds after the insurance has been continuously in force during the Insured's lifetime for 2 years from the effective date of the increased or additional insurance, except due to nonpayment of premium. Any contest of the increased or additional insurance will be based on the Evidence of Insurability application.

### **NONPARTICIPATION**

This is a nonparticipating Policy. It will not share in the divisible surplus of the Company.

### **INSURANCE DATA**

The Policy Owner will give Us all of the information We need regarding matters pertaining to the insurance. Failure of the Policy Owner to give such information will neither void the insurance nor continue insurance that otherwise would have terminated. If the Policy Owner gives Us incorrect information, the correct facts will be determined to establish if insurance is in effect and in what amount. Any required adjustment may be made in premiums or benefits.

We have the right to examine the Policy Owner's records relative to these benefits at any reasonable time while this Policy is in effect. We have this right until all rights and obligations under this Policy are finally determined.

### **CLERICAL ERROR**

A clerical error will not void the insurance of any Insured Person. It will not extend insurance if that insurance would otherwise have ended or been reduced. Any required adjustment may be made in premiums or benefits.

### **CANCELLATION OF THE POLICY**

The Policy Owner may cancel the Policy as of any Premium Due Date by giving written notice to Us at Our Home Office at least 31 days before the Premium Due Date. The Policy will not terminate during any period for which premium has been paid.

We have the right to cancel this Policy as of any Premium Due Date after the Policy has been in force for 12 months. Notification in writing will be made at least 31 days prior to the effective date of cancellation.

In addition, We may cancel this Policy at any time on any Premium Due Date by giving written notice to the Policy Owner at least 31 days in advance if

1. The Policy Owner fails to comply with any of its obligations under this Policy or fails to furnish promptly any information which We may reasonably require;
2. The Policy Owner suspends active business operations, is placed in bankruptcy or receivership, or dissolves or merges;

3. The number of Insured Members is less than [5];
4. The percentage of Insured Members is less than [75% if Basic Insurance is contributory;]
5. The number of Insured Members is less than 100% of the total number of Members eligible when no contributions are made by the Members;
6. If the Policy Owner 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; or
7. Cancellation may take effect on an earlier date when both the Policy Owner and We agree.

Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

### **CERTIFICATES**

We will issue a Certificate to the Policy Owner for delivery to each Member. The Certificate will state the insurance to which the Insured Person(s) is (are) entitled. It will also include provisions of this Policy that affect him or her.

### **WORKER'S COMPENSATION**

The Policy is not to be construed to provide benefits required by Worker's Compensation laws.

### **POLICY OWNER ACTING AS AGENT**

For all purposes of the Policy, the Policy Owner acts on its own behalf or as the Member's agent. Under no circumstances will the Policy Owner be deemed Our agent.

### **JURISDICTION**

This Policy is governed by the laws of the jurisdiction of the Contract State. If, on the Policy Issue Date, any provision is contrary to any law of the jurisdiction, such provision is amended to comply with the minimum requirements of the law.

**GROUP LIFE INSURANCE WITH ACCELERATED DEATH BENEFIT  
ONE YEAR RENEWABLE TERM  
NONPARTICIPATING**

EMC National Life Company  
Home Office – [699 Walnut St., Suite 1100, Des Moines, IA 50309  
Telephone 1-800-232-5818]



699 Walnut Street ■ Suite 1100 ■ Des Moines, IA 50309  
1.800.232.5818 ■ www.EMCNationalLife.com

**GROUP TERM LIFE INSURANCE CERTIFICATE**

EMC National Life Company has issued and delivered the Group Life Insurance Policy (the Policy) to the Policy Owner. The Policy provides group life insurance benefits to the Policy Owner's Members who

- 1. Are eligible for the insurance; and
- 2. Become insured; and
- 3. Continue to be insured

according to the terms of the Policy.

On all stated dates, insurance begins at 12:01 a.m. and ends at midnight at the place the Insured Person resides.

This Certificate is a part of the Policy. This Certificate is delivered in the Contract State and is governed by its laws.

This Certificate replaces any other certificate which We may have issued to the Policy Owner to give to You under the Policy specified herein.

This Certificate contains an Accelerated Death Benefit provision. Death Benefits will be reduced if an acceleration of life insurance benefit is paid. Receipt of an Accelerated Death Benefit payment may be taxable. Please consult with your tax or accounting advisor to determine the impact of any Accelerated Death Benefit payment.

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

You have 30 days from the date of receipt to examine this Certificate. If You do not wish to keep the Certificate, it must be surrendered to the Policy Owner within this period. Upon such surrender, EMC National Life Company will return any premium paid, and insurance will be void from the start.

**READ YOUR CERTIFICATE CAREFULLY**

Signed for the EMC National Life Company at its Home Office in [Des Moines, Iowa].

President

Secretary

**GROUP LIFE INSURANCE WITH ACCELERATED BENEFIT  
ONE YEAR RENEWABLE TERM  
NONPARTICIPATING**

EMC, flag design and *Count on EMC* Reg. U.S. Pat. & Tm. Off.

## TABLE OF CONTENTS

	<u>Page</u>
Schedule	CS-1
Definitions	C-3
Enrollment and Eligibility	C-4
General Provisions	C-5
Claims	C-6
Termination	C-7
Life Insurance	C-8
Beneficiary and Assignment	C-8
Conversion Rights	C-9
Accelerated Death Benefit	C-10
[Accidental Death and Dismemberment Benefits	ADDB-1]
[Dependent Coverage	DC-1]
[Child Education Benefit	EB-1]
[Seat Belt(s) and Air Bag Benefit	SB-1]
[Repatriation Benefit	R-1]
[Common Carrier Benefit	CC-1]

**SCHEDULE**

**POLICY OWNER:** [ABC Association Group]

**POLICY NUMBER:** [ABCD-1234]

**[BASIC BENEFITS – CLASS I**

**Description of Eligible Class:** [All Active Student Members]

**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: [Coverage is effective upon active membership.]

**Contributory or Non-Contributory:**

Member Basic Life:	[100% Non-contributory]
[Member Basic Accidental Death and Dismemberment]:	[100% Non-contributory]
[Dependent Basic Life]:	[100% Non-contributory]
[Dependent Basic Accidental Death and Dismemberment]:	[100% Non-contributory]

**Amounts of Insurance:** You will automatically be enrolled for 100% Non-Contributory Basic benefits. Coverage for which contributions are required applies only if the proper enrollment is made and the required contributions are made.

**Member Basic Life Insurance:** [\$20,000]

**[Member Basic Accidental Death and Dismemberment: \$20,000 ]**

**[Additional Benefits Under Basic Accidental Death and Dismemberment:**

**[Child Education Benefit:**

Benefit Amount Per Academic[ Term]:	[\$3,000]
Maximum Benefit Payments:	[8] per lifetime
Maximum Benefit Amount:	[\$24,000]
Maximum Benefit Period:	[6] years from the date the first benefit payment has been made]

**[Seat Belt(s) and Air Bag Benefit:**

Seat Belt(s)	\$10,000
Air Bag	\$ 5,000 ]

**[Repatriation Benefit: \$ 5,000 ]**

**[Common Carrier: \$ 5,000 ]]**

**[Dependent Basic Life:**

[Spouse                      \$2,500]

[Children                    \$2,500]

[Member's Children are eligible from birth to age 26, regardless if married or unmarried.  
Coverage for children ends on the policy renewal date following the loss of eligibility.] ]

**[Dependent Basic Accidental Death and Dismemberment: \$2,500 ]**

**Guaranteed Issue Amount:**

[Basic Life Insurance and Basic Accidental Death and Dismemberment are 100% guaranteed issue.]

**Member Reduction in Coverage:**

[Coverage reduces to 65% from age 65-69; to 45% from age 70-74; to 30% from age 75-79; and to 20% at age 80 and over. Reductions are based on Member age.]

Refer to Your enrollment form for confirmation of Your beneficiary designation and coverage elected.]

**[SCHEDULE  
SUPPLEMENTAL BENEFITS – CLASS I**

**Description of Eligible Class:** [All Active Student Members]

**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: [Coverage is effective upon active membership.]

**Contributory or Non-Contributory:**

[Member Supplemental Life]	[100% Contributory]
[Member Supplemental Accidental Death and Dismemberment]	[100% Contributory]
[Spouse Supplemental Life]	[100% Contributory]
[Spouse Supplemental Accidental Death and Dismemberment]	[100% Contributory]
[Child Supplemental Life]	[100% Contributory]
[Child Supplemental Accidental Death and Dismemberment]	[100% Contributory]
[Dependent Supplemental Life]	[100% Contributory]
[Dependent Supplemental Accidental Death and Dismemberment]	[100% Contributory]

**Amounts of Insurance:** Coverage for which contributions are required apply only if the proper enrollment is made and the required contributions are made.

**[Member Supplemental Life[ and Accidental Death and Dismemberment] Insurance:**

Eligible Members may enroll for Supplemental Life Insurance [in multiples of \$10,000 up to \$100,000]. [An equal amount of Accidental Death and Dismemberment Coverage will be provided.] ]

**[Additional Benefits Under Member Supplemental Accidental Death and Dismemberment:**

**[Child Education Benefit:**

Benefit Amount Per Academic[ Term]: [\$3,000]  
Maximum Benefit Payments: [8] per lifetime  
Maximum Benefit Amount: [\$24,000]  
Maximum Benefit Period: [6] years from the date the first benefit payment has been made]

**[Seat Belt(s) and Air Bag Benefit:**

Seat Belt(s) \$10,000  
Air Bag \$ 5,000 ]

**[Repatriation Benefit: \$ 5,000 ]**

**[Common Carrier: \$ 5,000 ]]**

**[Spouse Supplemental Life[ and Accidental Death and Dismemberment] Insurance:**

Eligible Members may enroll for Spouse Supplemental Life Insurance [in multiples of \$10,000 to \$50,000 up to 100% of the Member Supplemental Life amount]. [An equal amount of Accidental Death and Dismemberment Coverage will be provided.] ]

**[Child Supplemental Life[ and Accidental Death and Dismemberment] Insurance:**

Eligible Members may enroll for Child Supplemental Life Insurance in the amount of [\$10,000].  
[An equal amount of Accidental Death and Dismemberment Coverage will be provided.] ]

[Member's Children are eligible from birth to age 26, regardless if married or unmarried.  
Coverage for children ends on the policy renewal date following the loss of eligibility.]

**[Dependent Supplemental Life[ and Accidental Death and Dismemberment] Insurance:**

Eligible Members may enroll for Dependent Life Insurance per the following:

[Spouse \$2,500]

[Children \$2,500]

[An equal amount of Accidental Death and Dismemberment Coverage will be provided.] ]

[Member's Children are eligible from birth to age 26, regardless if married or unmarried.  
Coverage for children ends on the policy renewal date following the loss of eligibility.]

**Guaranteed Issue Amount:**

If enrolled within 31 days of becoming eligible, the following guaranteed issue coverage is provided. Requests over the guaranteed issue limits and requests from late applicants are subject to Evidence of Insurability.

[Member Supplemental Life[ and Accidental Death and Dismemberment] Insurance:

[Members under age 65:	\$50,000]
[Members age 65-69:	\$32,500]
[Members age 70-74:	\$22,500]
[Members age 75-79:	\$15,000]
[Members age 80 and over:	\$10,000] ]

[Spouse Supplemental Life[ and Accidental Death and Dismemberment] Insurance: \$20,000 ]

[Child Supplemental Life[ and Accidental Death and Dismemberment] Insurance: \$10,000 ]

[Dependent Supplemental Life[ and Accidental Death and Dismemberment] Insurance: \$2,500 ]

**Member Reduction in Coverage** (applies to Member Supplemental Life [and Accidental Death and Dismemberment] and [Spouse Supplemental Life][and Accidental Death and Dismemberment]:

[Coverage reduces to 65% from age 65-69; to 45% from age 70-74; to 30% from age 75-79; and to 20% at age 80 and over. Reductions are based on Member age.]

**[Open Enrollment Period:** In September of each year, eligible Members can elect to increase coverage on a guaranteed issue basis according to the following amounts, subject to the plan design and coverage minimums:

Supplemental Member Life/AD&D:	additional \$10,000
Supplemental Spouse Life/AD&D:	additional \$5,000
Supplemental Child Life/AD&D:	additional \$10,000]

Refer to Your enrollment form for confirmation of Your beneficiary designation and coverage elected.]

[SCHEDULE

**POLICY OWNER:** [ABC Association Group]

**POLICY NUMBER:** [ABCD-1234]

**[BASIC BENEFITS – CLASS II**

**Description of Eligible Class:** [All Active Professional Members.]

**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: [Coverage is effective upon active membership.]

**Contributory or Non-Contributory:**

Member Basic Life:	[100% Non-contributory]
[Member Basic Accidental Death and Dismemberment]:	[100% Non-contributory]
[Dependent Basic Life]:	[100% Non-contributory]
[Dependent Basic Accidental Death and Dismemberment]:	[100% Non-contributory]

**Amounts of Insurance:** You will automatically be enrolled for 100% Non-Contributory Basic benefits. Coverage for which contributions are required applies only if the proper enrollment is made and the required contributions are made.

**Member Basic Life Insurance:** [\$100,000]

**[Member Basic Accidental Death and Dismemberment: \$100,000 ]**

**[Additional Benefits Under Basic Accidental Death and Dismemberment:**

**[Child Education Benefit:**

Benefit Amount Per Academic[ Term]:	[\$3,000]
Maximum Benefit Payments:	[8] per lifetime
Maximum Benefit Amount:	[\$24,000]
Maximum Benefit Period:	[6] years from the date the first benefit payment has been made]

**[Seat Belt(s) and Air Bag Benefit:**

Seat Belt(s)	\$10,000
Air Bag	\$ 5,000 ]

**[Repatriation Benefit: \$ 5,000 ]**

**[Common Carrier: \$ 5,000 ]]**

**[Dependent Basic Life:**

[Spouse \$2,500]

[Children \$2,500]

[Member's Children are eligible from birth to age 26, regardless if married or unmarried. Coverage for children ends on the policy renewal date following the loss of eligibility.] ]

**[Dependent Basic Accidental Death and Dismemberment: \$2,500 ]**

**Guaranteed Issue Amount:**

[Basic Life Insurance and Basic Accidental Death and Dismemberment are 100% guaranteed issue.]

**Member Reduction in Coverage:**

[Coverage reduces to 65% from age 65-69; to 45% from age 70-74; to 30% from age 75-79; and to 20% at age 80 and over. Reductions are based on Member age.]

Refer to Your enrollment form for confirmation of Your beneficiary designation and coverage elected.]

**[SCHEDULE  
SUPPLEMENTAL BENEFITS – CLASS II**

**Description of Eligible Class:** [All Active Professional Members.]

**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: [Coverage is effective upon active membership]

**Contributory or Non-Contributory:**

[Member Supplemental Life]	[100% Contributory]
[Member Supplemental Accidental Death and Dismemberment]	[100% Contributory]
[Spouse Supplemental Life]	[100% Contributory]
[Spouse Supplemental Accidental Death and Dismemberment]	[100% Contributory]
[Child Supplemental Life]	[100% Contributory]
[Child Supplemental Accidental Death and Dismemberment]	[100% Contributory]
[Dependent Supplemental Life]	[100% Contributory]
[Dependent Supplemental Accidental Death and Dismemberment]	[100% Contributory]

**Amounts of Insurance:** Coverage for which contributions are required apply only if the proper enrollment is made and the required contributions are made.

**[Member Supplemental Life [and Accidental Death and Dismemberment] Insurance:**

Eligible Members may enroll for Supplemental Life Insurance [in multiples of \$10,000 up to \$500,000].  
[An equal amount of Accidental Death and Dismemberment Coverage will be provided.] ]

**[Additional Benefits Under Member Supplemental Accidental Death and Dismemberment:**

**[Child Education Benefit:**

Benefit Amount Per Academic[ Term]: [\$3,000]  
Maximum Benefit Payments: [8] per lifetime  
Maximum Benefit Amount: [\$24,000]  
Maximum Benefit Period: [6] years from the date the first benefit payment has been made]

**[Seat Belt(s) and Air Bag Benefit:**

Seat Belt(s) \$10,000  
Air Bag \$ 5,000 ]

**[Repatriation Benefit: \$ 5,000 ]**

**[Common Carrier: \$ 5,000 ]]**

**[Spouse Supplemental Life[ and Accidental Death and Dismemberment] Insurance:**

The amount eligible Members may enroll for Spouse Supplemental Life Insurance is [\$10,000]. [An equal amount of Accidental Death and Dismemberment Coverage will be provided.] ]

**[Child Supplemental Life [and Accidental Death and Dismemberment] Insurance:**

Eligible Members may enroll for Child Supplemental Life Insurance in the amount of [\$10,000]. [An equal amount of Accidental Death and Dismemberment Coverage will be provided.] ]

[Member's Children are eligible from birth to age 26, regardless if married or unmarried. Coverage for children ends on the policy renewal date following the loss of eligibility.]

**[Dependent Supplemental Life[ and Accidental Death and Dismemberment] Insurance:**

Eligible Members may enroll for Dependent Life Insurance per the following:

[Spouse \$2,500]

[Children \$2,500]

[An equal amount of Accidental Death and Dismemberment Coverage will be provided.] ]

[Member's Children are eligible from birth to age 26, regardless if married or unmarried. Coverage for children ends on the policy renewal date following the loss of eligibility.]

**Guaranteed Issue Amount:**

If enrolled for within 31 days of becoming eligible, the following guaranteed issue coverage is provided. Requests over the guaranteed issue limits and requests from late applicants are subject to evidence of insurability.

[Member Supplemental Life[ and Accidental Death and Dismemberment] Insurance:

[Members under age 65: \$50,000]  
[Members age 65-69: \$32,500]  
[Members age 70-74: \$22,500]  
[Members age 75-79: \$15,000]  
[Members age 80 and over]: \$10,000 ]

[Spouse Supplemental Life[ and Accidental Death and Dismemberment] Insurance: \$20,000 ]

[Child Supplemental Life[ and Accidental Death and Dismemberment] Insurance: \$10,000 ]

[Dependent Supplemental Life[ and Accidental Death and Dismemberment] Insurance: \$2,500 ]

**Member Reduction in Coverage** (applies to Member Supplemental Life[ and Accidental Death and Dismemberment] and[ Spouse] Supplemental Life[ and Accidental Death and Dismemberment]:

[Coverage reduces to 65% from age 65-69; to 45% from age 70-74; to 30% from age 75-79; and to 20% at age 80 and over. Reductions are based on Member age.]

**[Open Enrollment Period:** In September of each year, eligible Members can elect to increase coverage on a guaranteed issue basis according to the following amounts, subject to the plan design and coverage minimums:

Supplemental Member Life/AD&D: additional \$10,000  
Supplemental Spouse Life/AD&D: additional \$5,000  
Supplemental Child Life/AD&D: additional \$10,000]

Refer to Your enrollment form for confirmation of Your beneficiary designation and coverage elected.]

## DEFINITIONS

*Accidental Injury* means bodily injury resulting

1. Directly from an accident; and
2. Independently of all other causes

which occurs while an Insured Person is covered under the Policy.

Loss resulting from

1. Sickness or disease, except a pus-forming infection which occurs through an accidental wound;  
or
2. Medical or surgical treatment of a sickness or disease

is not considered to be resulting from Accidental Injury.

*[Association]* means the *[Association]* shown on page C-1.

*Beneficiary* means the person or persons designated by You to receive the benefits of Your life insurance and Accidental Death Benefits, if applicable, upon Your death.

*Company* means EMC National Life Company.

*Death Benefit* means the amount of life insurance a person will be eligible to receive.

*Enrollment Period* means the Initial Enrollment Period<sup>[</sup> and any Open Enrollment Period<sup>]</sup>.

*Evidence of Insurability* means a statement or proof of a person's medical history upon which basis acceptance for insurance will be determined by Us.

*Guaranteed Issue Amount* means the maximum amount of life insurance allowed without Evidence of Insurability.

*Home Office* means the address of EMC National Life Company.

*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 Effective Date so designated by Your *[Association]* 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.

*Insured or Insured Person* means person(s) insured under the group contract as set out in the applicable Schedule and defined under the Enrollment and Eligibility sections of this Certificate.

Male pronoun, whenever used, includes female.

*Member* means a person who is member of the *[Association]* or other persons as defined in the Schedule.

*[Open Enrollment Period]* means a subsequent enrollment period after the Initial Enrollment Period as mutually agreed to between the Policy Owner and Us.]

*Physician* means a person who is operating within the scope of his license; and is either

1. Licensed to practice medicine and to prescribe and administer drugs or to perform surgery; or
2. 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 an Insured Person or his Spouse, daughter, son, father, mother, sister or brother.

*Policy Effective Date* means the issue date of the Policy.

*Spouse* means an individual who is [either] in a marriage [, a domestic partnership, or a civil union] with the Member which is recognized by the law in the state of residence.

[*Waiting Period* means the continuous length of time immediately before Your eligibility date during which You must be in an eligible class.]

*We, Us, Our* means EMC National Life Company.

*You, Your* means the insured Member.

(The balance of this page is left blank intentionally.)

## **ENROLLMENT AND ELIGIBILITY**

### **ENROLLMENT FOR A MEMBER**

You can enroll if You are in a Member class that is eligible for insurance.

You may increase or decrease Your Supplemental Benefits, if applicable, at any time. However, increases will be subject to Evidence of Insurability.

### **MEMBER'S 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 day following the completion of the Waiting Period specified under the Schedule of this Certificate.]

### **INITIAL ENROLLMENT PERIOD**

During the Initial Enrollment Period [You will automatically be enrolled in the 100% non-contributory Basic Benefits, but ]You may also choose to enroll in the Supplemental Benefits shown in the Schedule.

If You do not choose to enroll in the Supplemental Benefits during Your Initial Enrollment Period, You may enroll at a later time but will need to supply satisfactory Evidence of Insurability.

### **CHANGES IN COVERAGE**

Increases or decreases in the amount of insurance are effective immediately. Also, any change in insurance coverage due to a signed policy amendment will be effective as of the date referenced within the amendment.

At any time, You may choose to decrease or cancel Your Supplemental Benefits, if applicable. You may also elect to increase Your Supplemental Benefits with satisfactory Evidence of Insurability.

### **EVIDENCE OF INSURABILITY**

Evidence of Insurability must be submitted to Us for approval with any written application for insurance if:

- 1 The request is above the Guaranteed Issue Amount set by Us as shown in the Schedule; or
- 2 A person applies for Supplemental Benefits or an increase in Supplemental Benefits after the Initial Enrollment Period[ other than during an Open Enrollment Period]; or
- 3 You were previously declined by Us.

### **INSURANCE BEGINS**

Insurance will start at 12:01 a.m. on the date determined as specified below. Additionally, your request for contributory insurance must be (1) made with Us through [the Association] and (2) on a form satisfactory to Us.

[When You enroll during Your Initial Enrollment Period, You will be insured for Basic Benefits on Your Date of Eligibility. However, if the amount of Your Basic Benefit exceeds the Guaranteed Issue Amount offered by Us, then Basic Benefits are effective on the date of approval of Evidence of Insurability by Us.]

If You choose any Supplemental Benefits option, these benefits will become effective on

1. Your Date of Eligibility if You apply before that date;
2. The date You apply if You do it on or before the 31st day after Your Date of Eligibility; or
3. The date of approval of Evidence of Insurability if required by Us.

## **GENERAL PROVISIONS**

### **ENTIRE CONTRACT**

The Policy, the Policy Owner's application, this Certificate, any Evidence of Insurability form, and any endorsement or amendment make up the Entire Contract between the Policy Owner and EMC National Life Company. No change in the Policy or a Certificate will be valid until approved by one of Our officers. The approval must be noted on or attached to the Policy or the Certificate. No agent may change the Policy or a Certificate or waive any of its provisions.

### **STATEMENTS MADE IN THE APPLICATION**

In the absence of fraud, all statements made by any Insured Person when applying for this insurance and providing Evidence of Insurability are considered representations and not warranties. No statements by any Insured Person will be used to reduce or deny a claim unless a copy of the statements has been given to the Insured Person or his or her Beneficiary or personal representative.

### **EXAMINATION AND AUTOPSY RIGHTS**

We have the right to require that any Insured Person 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.

### **TIME LIMITS FOR LEGAL PROCEEDINGS**

Any Insured Person 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.

### **MISSTATEMENT OF AGE**

If Your age or that of any other Insured Person is misstated and a benefit is based on age, the benefit will be determined at the correct age and the most recent premium.

### **POLICY OWNER ACTING AS AGENT**

For all purposes of the Policy, the Policy Owner acts on its own behalf or as Your agent. Under no circumstances will the Policy Owner be deemed Our agent.

### **INCONTESTABILITY**

We may not contest the validity of the insurance obtained during the Initial Enrollment Period requiring Evidence of Insurability after the insurance has been continuously in force for 2 years during the Insured's lifetime, except due to nonpayment of premium and unless the statement is contained in a written instrument signed by the Insured.

If increased or additional insurance is applied for after the Initial Enrollment Period requiring Evidence of Insurability, We may not contest the validity of the insurance or deny payment of the death proceeds after the insurance has been continuously in force during the Insured's lifetime for 2 years from the effective date of the increased or additional insurance, except due to nonpayment of premium. Any contest of the increased or additional insurance will be based on the Evidence of Insurability application.

## **CLAIMS**

### **NOTICE OF CLAIM**

Written Notice of a Claim should be given to Us at Our Home Office 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.

### **CLAIM FORM**

When We have received a written Notice of Claim, We will send Our claim forms unless Your [Association] has already provided them. If You have not received the claim forms 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**

Proof of Claim should be given to Us at Our Home Office 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. If it is not possible to give proof within this time limit, it must be given to Us 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.

The proof must cover the following:

1. What the loss is;
2. The date of the loss; and
3. The cause of the loss.

We may require as part of the proof authorizations to obtain medical and nonmedical information.

### **PAYMENT OF CLAIMS**

All benefits will be paid as soon as We receive Proof of Claim acceptable to Us. Benefits will be paid to You if living. Any benefits unpaid at the time of death, or due to death, will be paid to the Beneficiary. Benefits for loss of Your Dependent's life, if eligible, are payable to You. Proper proof of any claim under this Policy must be submitted in writing to the Company at its Home Office.

If You did not name a Beneficiary, or the named Beneficiary is not surviving at Your death, any benefits due will be paid to the first of the following classes to survive You:

1. Your legal Spouse;
2. Your surviving Children (including legally adopted Children), in equal shares;
3. Your surviving parents, in equal shares;
4. Your surviving siblings, in equal shares; or, if none of the above,
5. Your estate.

We will not be liable for any payment we have made in good faith.

## **FACILITY OF PAYMENT**

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.

At our judgment, 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.

The balance of the benefit, if any, will be held by Us, until an individual or representative

1. Is validly named; or
2. Is appointed to receive the proceeds; and
3. Can give a valid release to Us.

The benefit will be held with interest at a rate set by Us, but not less than the minimum rate required by statute.

If We make any payment in good faith, it fully discharges Our duty to pay it again.

## **RIGHT TO APPEAL A CLAIM**

You, Your beneficiary, the claimant, or Your authorized representative may appeal a denied claim within 60 days after any of these parties receives Our notice of denial. You have the right to

1. Submit a request for review, in writing, to Us at Our Home Office;
2. Review pertinent documents; and
3. Submit issues and comments in writing to Us at Our Home Office.

We will make a full and fair review of the claim and may require additional documents as We deem 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.

## **TERMINATION**

### **TERMINATION OF MEMBER INSURANCE**

Your insurance under the Policy terminates upon the earliest event stated below.

1. The Policy terminated.
2. You are no longer in a class eligible for insurance.
3. Your class is no longer covered by the Policy.
4. The date of Your written request to terminate contributory insurance.

### **TERMINATION OF GROUP POLICY**

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

## **LIFE INSURANCE**

### **DEATH BENEFIT**

If You die, the life insurance amount shown in the Schedule 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.

### **SUICIDE EXCLUSION**

The suicide exclusion applies to any amount of life insurance that was subject to Evidence of Insurability, where the cause of death is suicide. No initial insurance will be payable if the Insured Person commits suicide, while sane or insane, within 2 years after the Insured Person's initial effective date of insurance. No increased or additional insurance will be payable for a loss occurring within 2 years after the day such increased or additional insurance is effective. Our liability will be limited to the premium paid for the life insurance subject to Evidence of Insurability.

## **BENEFICIARY AND ASSIGNMENT**

### **BENEFICIARY DESIGNATION OR CHANGE OF BENEFICIARY**

The Beneficiary will be as named in writing by You to receive Death Benefits. This Beneficiary designation must be on file with Us at Our Home Office or with the [Association] and will be effective on the date You sign it. A Beneficiary may be changed by filing a written request in a form satisfactory to the Company at its Home Office or with the [Association]. A designation will not be in effect unless filed; but, if filed, it will be effective the date signed, subject to any payment made or action taken by Us before We are notified of this change. If more than one Beneficiary is named without stating their respective interests they will share equally. Any payment made by Us before receiving the change designation will fully discharge us to the extent of that payment. It is important that You name a Beneficiary and keep Your designation current.

### **ASSIGNABILITY RIGHTS**

The rights provided to You by the Policy for the life insurance benefits and Accidental Death Benefits, if applicable, are owned by You, unless You assign these rights to someone else (known as an "assignee").

If you have previously named an assignee or an irrevocable Beneficiary, We must receive consent, in writing, of that assignee or irrevocable Beneficiary to such assignment.

An assignment will not be in effect unless filed with us; but, if filed, it will be effective the date signed. 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.

## CONVERSION RIGHTS

### CONVERSION RIGHTS

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

1. Are no longer a Member;
2. Reach a specified age; or
3. Change Member class.

Your personal life policy amount can be equal to or less than the amount of coverage in the policy that terminated and must be permanent insurance and not term insurance.

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

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 above, the person converting must have been continuously insured under the Policy for at least 5 consecutive years before that termination. The maximum life amount that may be converted is the smaller of the following:

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. [\$10,000].

### CONVERSION POLICY

To apply, each Insured Person must complete an application. That application, along with the first premium payment, must be sent to Us at Our Home Office. It must be done within 31 days from the date the life insurance is terminated. No Evidence of Insurability is needed. Premiums for the new policy will be at the rates customarily charged by Us for a person of the same age and occupation on the date of conversion.

If an Insured 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.

If the Insured Person is not given notice of conversion rights at least 15 days prior to the expiration of the 31-day conversion period, the Insured Person shall have an additional period within which to apply for conversion. This additional period shall expire 15 days after the Insured Person is given notice of the right to convert, but in no event shall such additional period extend beyond 60 days after the expiration of the 31-day conversion period. Written notice presented to the Insured Person or mailed by the Policy Owner to the last known address of the Insured Person as furnished by the Policy Owner shall constitute notice for the purpose of this provision.

## **ACCELERATED DEATH BENEFIT**

### **QUALIFICATION**

The Accelerated Death Benefit is an option for You to elect to receive a portion of Your or Your covered Dependent's, if applicable, life insurance while living based upon Terminal Illness. There is no cost of insurance charge or administrative expense charge for this Benefit.

To qualify, the following conditions must be met:

1. The Insured Person must become Terminally Ill while insured for life insurance benefits; and
2. Have a medical prognosis of 24 months or less to live; and
3. You must notify Us, in writing, of the prognosis in a form acceptable to Us; and
4. We must receive certification which We deem satisfactory, in writing, by a Physician that the Insured Person is Terminally Ill and has a medical prognosis of 24 months or less to live.

We must be furnished satisfactory proof by a licensed Physician that the Insured Person's life expectancy is 24 months or less from the date acceleration is requested including documentation supported by clinical, radiological, histological, or laboratory evidence of the Terminal Illness. This proof will include the certification of a licensed Physician who is not the Insured Person or a member of the Insured Person's immediate family.

### **BENEFIT**

The Accelerated Death Benefit payment is up to 75% of the Insured Person's Policy Death Benefit as shown in the Schedule.

Approved requests for the Accelerated Death Benefit will be paid to You in one lump sum. It is payable only once during the Insured Person's lifetime. Premium payment must continue to be paid on the life insurance.

At the time of the Accelerated Death Benefit payment, a lien is placed on the Policy Death Benefit and interest is added to the lien from the time of acceleration and the date of death. The lien gives Us the right to offset any amounts paid under the Accelerated Death Benefit provision against the Policy Death Benefit. The maximum interest rate charged on the lien shall not exceed the greater of the current yield on 90-day treasury bills or the current maximum adjustable policy loan interest rate based on Moody's Corporate Bond Yield Averages or any successor thereto. The death proceeds otherwise payable will be reduced by the amount of the total lien. The lien will not exceed the Policy Death Benefit. No other reductions to the life insurance amount will occur as a result of the Accelerated Benefit payment as there are no other charges or expenses applicable to this payment.

The remaining life insurance amount will be paid upon Your death or Your Dependent's death, if applicable, according to the terms of the Policy. The Accelerated Death Benefit payment and the remaining life insurance amount shall constitute full settlement of the life insurance coverage. Any conversion amount You or Your Dependent could otherwise convert will be reduced by the Accelerated Death Benefit payment. At the time of the lump sum benefit payment, You will receive a statement from Us providing specific details regarding the payment. Any accidental death benefit provided by this Certificate will be unaffected by the payment of an Accelerated Death Benefit.

If You elect the Accelerated Death 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.

The Accelerated Death Benefit is not available, if the Insured Person:

1. Is required by law to use this Benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or

2. Is required by a government agency to use this Benefit in order to apply for, get or keep a government benefit or entitlement.

## **DEFINITIONS**

*Terminal Illness or Terminally Ill* means a medical condition which, in the opinion of a Physician who is licensed to practice medicine in all of its branches, would generally result in the Insured Person's death in 24 months or less.

Whether or not a tax liability will be incurred when an Accelerated Benefit is paid depends on the facts and circumstances under which the payment is made and received as well as how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. You should consult Your tax advisor to assess any tax impact of the Benefit.

**RECEIPT OF ANY BENEFIT IN ACCORDANCE WITH THIS PROVISION WILL REDUCE LIFE  
INSURANCE BENEFITS PAYABLE UPON DEATH**

## [ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

### BENEFITS

If an Insured suffers any of the losses shown in the Schedule of Losses and Benefits below, a Benefit will be paid in a lump sum. Your Death Benefit is paid to Your Beneficiary; Your or Your covered Dependent's, if applicable, Dismemberment Benefit is paid to You. But first We must receive proof of the following:

1. The Insured sustained an Accidental Injury which caused an insured loss;
2. The event causing the Accidental Injury occurred while the Insured was covered under the Policy; and
3. The insured loss occurred within 365 days after the date of the event causing the Accidental Injury.

Schedule of Losses and Benefits	
<u>For loss of</u>	<u>Percentage of Principal Sum*</u>
Life	100%
Both Hands or Both Feet or Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand or One Foot and Sight of One Eye	100%
Speech and Hearing	100%
Paraplegia or Quadriplegia	100%
Triplegia	75%
Uniplegia	25%
Speech or Hearing	50%
One Hand or One Foot	50%
Sight of One Eye	50%
Thumb & Index finger of Same Hand	25%
Coma	1% per month

\*The "Principal Sum" is Your or Your covered Dependent's, if applicable, Accidental Death and Dismemberment Benefit amount shown in the Schedule.

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.

For Coma, "loss" means an Accidental Injury which results in a Coma within 365 days after the date of the event causing the Accidental Injury, and the Insured is in a Coma for at least 31 consecutive days.

The Coma Benefit will be payable at 1% of the Principal Sum per month for the first 12 months the Insured remains in a Coma, following the initial 31 consecutive day period. At the end of the 12 months of payment, if the Insured remains in a Coma, We will pay a lump sum equal to the Principal Sum payable under the Accidental Death and Dismemberment Benefit amount less any partial payment(s) previously paid for any loss listed under the above Schedule of Losses and Benefits.

*Coma* means a profound state of unconsciousness from which the Insured cannot be aroused, even by powerful stimulation, as determined by a Physician.

No more than the Principal Sum will be paid for all of Your losses sustained in any one event causing the Accidental Injury.

### EXPOSURE AND DISAPPEARANCE COVERAGE

If the Insured is unavoidably exposed to weather and as a result of the exposure, suffers an Accidental Injury, We will pay the applicable Principal Sum under the above Schedule of Losses and Benefits.

If the conveyance in which the Insured is riding disappears, is wrecked, exploded or sinks, and the Insured's body has not been found after one year from the date the event, We will presume that the Insured lost their life as a result of an Accidental Injury. We will pay the applicable Principal Sum, under the above Schedule of Losses and Benefits. We have the right to recover the Benefit if We find that the Insured survived the event.

## **EXCLUSIONS**

No loss sustained by an Accidental Injury will be payable if it is caused by, contributed to or results from any of the following:

1. Illness or disease of the body regardless of how contracted, medical or surgical treatment of illness or disease or complications following the surgical treatment of illness or disease;
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. Intoxication or being under the influence of alcohol, drugs or any narcotic (including an overdose) unless administered on the advice of a physician and taken according to the physician's instructions. The term "intoxication" refers to that condition as defined by law and decisions of the jurisdiction in which the accident occurred.]

(The balance of this page is left blank intentionally.)

## **[DEPENDENT COVERAGE**

### **ENROLLMENT FOR A DEPENDENT**

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.

### **DEPENDENT'S DATE OF ELIGIBILITY**

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.

### **EVIDENCE OF INSURABILITY**

Evidence of Insurability must be submitted to Us for approval with any written application for insurance if

1. The request is above the guarantee issue amount set by Us; or
2. A person applies for Dependent life Insurance more than 31 days after becoming eligible.

### **INSURANCE BEGINS**

Insurance will start at 12:01 a.m. on the date determined as specified below. Additionally, your request for contributory insurance must be (1) made with Us through [the Association]; and (2) on a form satisfactory to Us.

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 these exceptions:**

If an eligible Spouse or Dependent Child is:

1. An inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or
2. Confined to his or her home under the care of a Physician

on the date insurance would otherwise be effective, it will be effective on the date he or she is no longer an inpatient in these facilities or confined at home. If such Spouse or Dependent Child was covered by the prior plan sponsored by the [Association] and in effect immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect as of the Policy Effective Date, but will apply to any increase in coverage.

### **CONVERSION RIGHTS FOR DEPENDENT LIFE INSURANCE**

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 and must be permanent insurance and not term insurance.

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

1. The Member dies;
2. The life insurance is terminated for that person's insurance class; or
3. The group Policy is amended to exclude life insurance or is terminated.

But in items 2 and 3 above, 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. [\$10,000].

Premiums for the new policy will be at the rates customarily charged by Us for a person of the same age and occupation on the date of conversion.

See Your Conversion Rights provision in the Certificate for details on how to apply and the time period allowed.

#### **DEATH BENEFIT FOR DEPENDENT COVERAGE**

If Your Dependent dies from any cause, the life insurance amount shown in the Schedule will be paid to You.

#### **TERMINATION OF DEPENDENT COVERAGE**

You will cease to be insured for Dependent insurance at the time stated in the Schedule upon the earliest event stated below:

1. Your insurance is terminated.
2. The group Policy is terminated.
3. You are no longer in a class eligible for Dependent insurance.
4. Your Dependent loses status as a Dependent.
5. The date of Your written request to terminate contributory insurance.
6. You are no longer insured for Dependent insurance.

#### **DEFINITIONS**

*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. Children who are Totally Disabled prior to child's age limit shown on the Schedule and are totally dependent upon You for care and support remain eligible for coverage regardless of age.

*Dependent* means

1. Your lawful Spouse; and
2. Your Children whose age limits are shown in the Schedule.

Your Spouse or Child who is insured under the Policy as a Member is not a Dependent. When both You and Your Spouse are insured as Members under the Policy, only one may cover Dependent Children.

*Totally Disabled* means that Your Dependent has an illness, injury or other health problem preventing the Dependent from working at a regular occupation or performing the normal activities of a person of the same age.]

## [CHILD EDUCATION BENEFIT

### **BENEFIT**

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 Injury; and
  - b. Within 365 days after the date of the event causing the Accidental Injury; and
2. The event causing Your Accidental Injury occurred while You were insured under the plan for Member Accidental Death and Dismemberment insurance; and
3. Your Qualified Child furnished proof of claim as required by Us.

The benefit amount per Academic [Term], maximum benefit payments, maximum benefit amount and maximum benefit period are shown in the Schedule.

### **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**

Your Qualified Child must give proof of claim no later than 90 days after enrollment in an accredited post-secondary institution of higher learning.

The proof must cover

1. Date of enrollment;
2. Name of institution;
3. List of all courses for the current academic term; and
4. 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.

Education Benefits are payable to the Qualified Child. If any Qualified Child is a minor or is not competent, We have the right to pay the Education Benefit to the child's legal representative.

### **TERMINATION**

The Child Education Benefit will terminate for each Qualified Child on the earliest of the following:

1. Your Qualified Child fails to furnish proof as required by Us;
2. 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.

### **EXCLUSIONS**

This Benefit is subject to the same exclusions found under the Accidental Death and Dismemberment Benefit.

### **DEFINITIONS**

*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, usually beginning in September and ending in June.

*Qualified Child or Qualified Children* means any of Your Children who, on the date of Your death as a result of an Accidental 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.]

(The balance of this page is left blank intentionally.)

## [SEAT BELT(S) AND AIR BAG BENEFIT

### **BENEFIT**

We will pay the Benefit as shown in the Schedule if an Insured sustains an Accidental Injury which causes a loss of life while the Insured is driving or riding in a Private Passenger Vehicle, provided the following requirements are met:

*For Seat Belt(s):*

1. The Private Passenger Vehicle is equipped with seat belts; and
2. The Seat Belt(s) were in actual use and properly fastened at the time of the event; and
3. The position and status of the seat belt(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 Insured was properly wearing a seat belt, then We will pay a fixed benefit of \$1,000.

*For Air Bag:*

1. The Private Passenger Vehicle is equipped with a single air bag and the Insured is the driver; or
2. The Private Passenger Vehicle is equipped with an air bag for both the driver and an air bag for the front passenger seat, and the Insured is the driver or front-seat passenger; or
3. The Private Passenger Vehicle 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 the Insured is the driver, 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.

### **EXCLUSIONS**

This Benefit is subject to the same exclusions found under the Accidental Death and Dismemberment Benefit. In addition, no benefits are payable for any loss sustained by an Insured if the Insured

1. Is the driver of the Private Passenger Vehicle and does not hold a current and valid driver's license.
2. Is the driver of the Private Passenger Vehicle and is violating any law, including driving above the posted speed limit or driving while under the influence of alcohol above the legal limit in the jurisdiction of the accident. The event causing the Insured's loss of life must occur while the Insured has coverage under the Policy.
3. Is driving or riding in any Private Passenger Vehicle which was being used in a race, speed or endurance test, or for acrobatic or stunt driving at the time of the accident.

### **DEFINITIONS**

*Seat Belt* means an unaltered factory-installed lap and/or shoulder restraint designed to keep a person steady in a seat.

*Air Bag* means an unaltered factory-installed supplemental restraint and the Air Bag inflated properly upon impact to protect a person from bodily injury during an accident.

*Private Passenger Vehicle* means a validly registered four-wheel passenger car (including Policy Owner car), a truck-type vehicle, or a self-propelled motor home, all of which are registered for private passenger use and designated for transportation on public roadways.]

## **[REPATRIATION BENEFIT**

### **BENEFIT**

We will pay up to the amount indicated on the Schedule for the preparation and transportation of an Insured's body to a mortuary. Payment will be made if, as the result of an Accidental Injury, an Insured suffers loss of life at least 75 miles away from Your principal place of residence.

### **EXCLUSIONS**

This Benefit is subject to the same exclusions found under the Accidental Death and Dismemberment Benefit.]

(The balance of this page is left blank intentionally.)

## [COMMON CARRIER BENEFIT

### **BENEFIT**

We will pay the Benefit as shown in the Schedule if an Insured dies as a result of an Accidental Injury while a Passenger in a Common Carrier accident.

### **EXCLUSIONS**

This Benefit is subject to the same exclusions found under the Accidental Death and Dismemberment Benefit. In addition, no benefits are payable for loss sustained by an Insured

1. For dismemberment resulting from a Common Carrier accident.
2. If death occurs while a passenger in an aircraft owned, operated, chartered, or leased by or for the [Association].

### **DEFINITIONS**

*Common Carrier* means commercial planes, trains, buses, trolleys, subways, ferries, and boats that operate on regularly scheduled basis between predetermined points or cities. Taxis or privately chartered vehicles are not included.

*Passenger* means an individual other than a pilot, operator or crew member who is riding in or on, boarding or dismounting from a means of transportation.]

(The balance of this page is left blank intentionally.)

**GROUP LIFE INSURANCE WITH ACCELERATED DEATH BENEFIT  
ONE YEAR RENEWABLE TERM  
NONPARTICIPATING**

EMC National Life Company  
Home Office – [699 Walnut St., Suite 1100, Des Moines, IA 50309  
Telephone 1-800-232-5818]



**National Life Company**

[ 699 Walnut Street ■ Suite 1100 ■ Des Moines, IA 50309 ]  
[ 1.800.232.5818 ■ [www.EMCNationalLife.com](http://www.EMCNationalLife.com) ]

# Group Term Life Insurance

# Master Application for Associations

## – To Be Retained By Applicant –

**FRAUD INFORMATION:** The following states require insurance applicants to acknowledge a fraud warning statement specific to that state. Your signature and date on this application indicates that you have read and acknowledge the fraud warning statement applicable in your state of residence and, if applicable, the state in which this application is signed.

**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.

**DISTRICT OF COLUMBIA WARNING** - It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer, may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**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.

**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.

**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 knowing 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.

**OREGON** - Willfully falsifying material facts on an application or claim may subject you to criminal penalties.

**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.

**VIRGINIA** - Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

**TENNESSEE and WASHINGTON** - 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.

**If your state is not separately listed, refer to the fraud statement that follows:**

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.

**Group Term Life Insurance Master Application for Associations**

Application is hereby made to 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 Members as defined below.

**A. Policy Owner Information:**

1. Name of Policy Owner \_\_\_\_\_
2. Policy Owner's Address \_\_\_\_\_  
(street) (city, state, zip)
3. Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
4. Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_
5. Nature of Association \_\_\_\_\_

**B. Member Data:**

1. Definition of Members eligible for coverage:  All active Members  
 Other: Specify \_\_\_\_\_
2. Total number of Members \_\_\_\_\_ Number of Members to be insured \_\_\_\_\_
3. All active Members are to be insured except  
\_\_\_\_\_
4. Waiting Period: Members are eligible: \_\_\_\_\_  
\_\_\_\_\_

**C. Premium Information:**

1. Will Members contribute to the cost of this plan?  Yes  No  
If yes, please indicate percentage:  
**Basic Life Benefits**  
Member \_\_\_\_\_%      Dependent \_\_\_\_\_%  
**Supplemental Life Benefits**  
Member \_\_\_\_\_%      Spouse \_\_\_\_\_%      Child \_\_\_\_\_%      Dependent \_\_\_\_\_%
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.**

**E. Insurance Information:**

1. Schedule of Basic Insurance: Member Classes Amount of Insurance

2. Accelerated Death Benefit Provision (automatically provided in states where approved)

3. Optional Benefits:  
 AD&D?  Yes  No

Special AD&D Features (check all boxes that apply and complete plan details for each selected benefit):

Applies to Basic AD&D  Applies to Member Supp AD&D

Seat Belt & Air Bag Benefit

Seat Belt Benefit: \_\_\_\_\_

Air Bag Benefit: \_\_\_\_\_

Child Education Benefit: \_\_\_\_\_

Other: \_\_\_\_\_

Member Supplemental Life:  Yes  No Include equal AD&D?  Yes  No

Plan Details: \_\_\_\_\_

Dependent Supp Life Package:  Yes  No Include equal AD&D?  Yes  No

Plan A: Spouse \$ \_\_\_\_\_ Child \$ \_\_\_\_\_

Plan B: Spouse \$ \_\_\_\_\_ Child \$ \_\_\_\_\_

Plan C: Spouse \$ \_\_\_\_\_ Child \$ \_\_\_\_\_

Plan D: Spouse \$ \_\_\_\_\_ Child \$ \_\_\_\_\_

Spouse Supp Life:  Yes  No Include equal AD&D?  Yes  No

Plan Details: \_\_\_\_\_

Child Supp Life:  Yes  No Include equal AD&D?  Yes  No

Plan Details: \_\_\_\_\_

Children are eligible from birth to age 26 regardless of marital status, and child coverage will terminate as of the policy renewal following the loss of eligibility for all above plans unless otherwise requested:

\_\_\_\_\_

[Other: \_\_\_\_\_]

4. Coverage reduction provision  ADEA safe harbor guideline  Other: specify below

ADEA:	Attained Age	Reduces To	Other: _____
	65-69	65%	_____
	70-74	45%	_____
	75-79	30%	_____
	80 +	20%	_____

5. When is coverage to terminate on each Member? \_\_\_\_\_

**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 STATEMENT WARNING:** I acknowledge that I have read the applicable fraud warning and other provisions at the beginning of this application.

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 \_\_\_\_\_

SERFF Tracking Number: FRCS-127939699

State: Arkansas

Filing Company: EMC National Life Company

State Tracking Number: 50595

Company Tracking Number: 5665

TOI: L04G Group Life - Term

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

Product Name: Association Group Life

Project Name/Number: EMCNL/62/62

## Supporting Document Schedules

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

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachments:**

AR RDB.pdf

AR COC.pdf

Authorization Signed.pdf

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

**Bypassed - Item:** Application

**Bypass Reason:** Not applicable for this filing.

**Comments:**

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

**Satisfied - Item:** Statement of Variables

**Comments:**

**Attachment:**

ELP017-SOV.pdf

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

**Satisfied - Item:** Accelerated Death Benefit Disclosure

**Comments:**

**Attachment:**

EGR028(11-11).pdf

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

SERFF Tracking Number: FRCS-127939699

State: Arkansas

Filing Company: EMC National Life Company

State Tracking Number: 50595

Company Tracking Number: 5665

TOI: L04G Group Life - Term

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

Product Name: Association Group Life

Project Name/Number: EMCNL/62/62

**Date:**

**Satisfied - Item:** Accelerated Death Benefit Claim  
Notice

**Comments:**

**Attachment:**

EGR029(11-11).pdf

**STATE OF ARKANSAS  
READABILITY CERTIFICATION**

**COMPANY NAME:** EMC National Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
ELP017	51.4
ELP018	51.0
EAP015	55.7



David Pokorny, FLMI, ACS, AIRC  
Assistant Secretary, Corporate  
Compliance

December 22, 2011

Date

**STATE OF ARKANSAS  
CERTIFICATION OF COMPLIANCE**

**Company Name:** EMC National Life Insurance Company  
**Form Title(s):** Group Life Policy, Group Life Certificate, Master Application  
**Form Number(s):** ELP017, ELP018, EAP015

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



---

David Pokorny, FLMI, ACS, AIRC  
Assistant Secretary, Corporate  
Compliance

---

December 22, 2011  
Date

October 7, 2011  
Date

To The Insurance Commissioner

## AUTHORIZATION

This letter, or a copy thereof, authorizes the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, and its employees, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

EMC National Life Company  
Company

Signature: Mark C. Rowley

Name: Mark C. Rowley

Title: VP, Managing Actuary

**EMC National Life**  
**Statement of Variable Material**  
**Forms ELP017, ELP018, and EAP015**  
**December 19, 2011**

The following is an explanation of the variable material, which is bracketed, in the forms listed below.

**POLICY, Form ELP017**

Front Cover Page

- Company address, phone number, and website: There is a possibility that the Home Office information could change.
- Signatures of Company Officers: The Officers' names will change as individuals retire or leave the Company.
- The following items are all John Doe information:
  1. Policy Owner
  2. Policy Number
  3. Policy Issue Date
  4. Anniversary Dates
  5. Contract State
- Initial Rate Guarantee Period: The range will be guaranteed for 0.5 years through 4 years. This is based on the size of the group and current economic conditions. The date following this value will be John Doe information.

Page 3: Certificate: The form number will be revised to match the exact form number of the Certificate. It will be a variation of the ELP018 series.

Page 3: Definitions

- Association: This may be "Association" or the type of name applicable for the type of association, such as "Society," "Order," etc.
- Member: Based on the plan design, there may be more than one level of individual, such as employee of an Association as defined in the Schedule.

Page 4: Association: This may be "Association" or the type of name applicable for the type of association, such as "Society," "Order," etc.

Page 6: Cancellation of the Policy:

- Item 3: The minimum number of lives will be based on Home Office underwriting review. Normally, this will be 10, but it could be as low as 5 if special circumstances warrant it.
- Item 4: Percentage: The range will be 50% to 80% and will be based on Association selection. If there are no Association benefits, then the range will be 25% to 50% and the text following the percentage will read - if all benefits are 100% contributory.

Back Cover Page: Company address, phone number, and website: There is a possibility that the Home Office information could change.

**CERTIFICATE, Form ELP018**

Cover Page

- Company address, phone number, and website: There is a possibility that the Home Office information could change.
- Signatures of Company Officers: The Officers' names will change as individuals retire or leave the Company.

Table of Contents: Optional Benefits: Optional benefits and the respective page numbers will print if the optional benefit is available. These will be in or out depending on Association selection.

## Schedule Pages

- Basic Benefits: If there are no Association benefits, this schedule page may be in or out depending on plan design.
- Policy Owner: John Doe Information
- Policy Number: John Doe Information
- Description of Eligible Class: Will be based on Association selection.
- Waiting period: The range for both items will be from “none to 1 year” and will be based on Association selection. Based on Association election, coverage could be based on the date of membership in the Association.
- Contributory or Non-Contributory: Optional benefits will be in or out based on Association selection. For each benefit the range will be 0%-100%, and will be Non-Contributory or Contributory based on Association selection.
- Member Basic Life: Range will be from \$2,000 up to \$1,000,000 and will be expressed either as flat amounts or based upon class or length of membership. This will be based on Association selection.
- Member Basic AD&D: This will be in or out based on Association selection. Based on Association selection, the range will be from \$2,000 up to \$1,000,000 and will be expressed either as flat amounts or based upon class or length of membership.
- Additional Benefits Under Basic Accidental Death and Dismemberment (Each will be in or out based on Association selection, and the ranges for the benefit amounts, described below, will be determined by the Association.):
  1. Child Education Benefit:
    - “Term” is bracketed in “Benefit Amount Per Academic Term.” This will be either “term” or “year” depending on which term the Association selects.
    - The range for the benefit amount per term will be a flat amount of \$2,000 up to \$12,500 per term/year.
    - The range for maximum benefit payments will be 4-12 per lifetime per child.
    - The maximum benefit amount will range from \$8,000 to \$100,000 per child.
    - The maximum benefit period will range from 4-6 years from the date of first payment.
  2. Seat Belt(s): Range will be a flat amount of \$5,000 up to \$250,000 or as % of principal sum ranging from 5%-100% up to max of \$10,000 to \$250,000.
  3. Air Bag: Range will be a flat amount of \$5,000 up to \$250,000 or as % of principal sum ranging from 5%-100% up to max of \$10,000 to \$250,000.
  4. Repatriation: Actual costs up to \$10,000.
  5. Common Carrier: Range will be a flat amount of \$5,000 up to \$250,000 or as % of principal sum ranging from 5% -100% up to max of \$10,000 to \$250,000.
- Dependent Basic Life: This will be in or out based on Association selection.
  1. The values for both the Spouse and Children will range from \$1,000 up to \$20,000.
  2. The statement regarding children’s eligibility will be in or out depending on Association selection.
- Dependent Basic AD&D: This will be in or out based on Association selection, and the range will be from \$1,000 up to \$20,000
- Guaranteed Issue Amount: Based on Association selection, the range will be expressed as a flat amount of \$2,000 up to \$1,000,000 or as a percentage ranging from 5% - 100%.
- Member Reduction in Coverage: Based on Association selection, the range will be from “none to ADEA” or it will match existing plans.

Multiple schedule pages may print based on Association Selection. In addition to the Schedule for Basic Benefits, there may also be a schedule for Supplemental Benefits and/or for a different class. If there are no basic schedule benefits, “Supplemental” may be replaced with “Voluntary” throughout the certificate. The variables below will be found on these additional schedule pages and are in addition to the variables described above for the schedule pages.

- Member Supplemental Life:
  1. Based on Association Selection, Member Supplemental Life may be in or out.
  2. Based on Association Selection, the range will be expressed either as flat amounts from \$5,000 up to \$500,000 or based upon class.
  3. This may include Member Accidental Death and Dismemberment based on Association selection. If it is included, the benefit will be an amount equal to the Member Supplemental Life amount.

- Additional Benefits under Member Accidental Death and Dismemberment (Each will be in or out based on Association selection.) The description of each is the same as described above for the Additional Benefits Under Basic Accidental Death and Dismemberment.
- Spouse Supplemental Life:
  1. Based on Association Selection, Spouse Supplemental Life may be in or out.
  2. Based on Association Selection, the range will be expressed either as flat amounts from \$5,000 up to \$500,000 or a range from 0% up to 100% of Member Supplemental Life.
  3. This may also include Spouse Accidental Death and Dismemberment based on Association selection. If it is included, the benefit will be an amount equal to the Spouse Supplemental Life amount.
- Child Supplemental Life:
  1. Based on Association Selection, Child Supplemental Life may be in or out.
  2. The range is from \$1,000 up to \$20,000 and may or may not be allowed to be elected unless Supplemental Member Life is also elected by the member.
  3. This may include Child Accidental Death and Dismemberment based on Association selection. If it is included, the benefit will be an amount equal to the Child Supplemental Life amount.
  4. The statement regarding children's eligibility will be in or out depending on Association selection.
- Dependent Supplemental Life:
  1. Based on Association Selection, Dependent Supplemental Life for a spouse and/or children may be in or out.
  2. The range for both the Spouse and Children is from \$1,000 up to \$20,000 and may or may not be allowed to be elected unless Supplemental Member Life is also elected by the member.
  3. This may include Accidental Death and Dismemberment based on Association selection. If it is included, the benefit will be an amount equal to the Dependent Supplemental Life amount for the spouse or children.
  4. The statement regarding children's eligibility will be in or out depending on Association selection.
- Guaranteed Issue Amount: The guaranteed issue amount for each of the optional benefits will be listed and based on Association selection, the range will be expressed as a flat amount of \$2,000 up to \$500,000 or as a percentage ranging from 5% - 100%. For the Member Supplemental Life, this may be expressed as a schedule.
- Member Reduction in Coverage: Based on Association selection, the range will be from "none to ADEA" or it will match existing plans. For this optional schedule page, it will apply only for Member and/or Spouse Supplemental Life and/or Accidental Death and Dismemberment.
- Open Enrollment Period: This wording may be added to the Schedule if agreed to between the Association and the company. It may be agreed to each year, every other year, or only periodically as underwriting dictates based upon group performance and participation, or reinsurance allowance.

Definitions:

Definition of Association: This may be "Association" or the type of name applicable for the type of association, such as "Society," "Order," etc. Please note that this is used in this manner throughout the Certificate.

[and any Open Enrollment Period] in Enrollment Period definition: This will print if the plan design allows for an Open Enrollment Period.

Definition of Member: Based on the plan design, there may be more than one level of individual, such as employee of an Association, as defined in the Schedule. This may be an "Association" or the type of name applicable for the type of association, such as "Society," "Order," etc.

Definition of Open Enrollment Period: This will print if the plan design allows for an Open Enrollment Period.

Definition of Spouse: These variables will be in or out based on Association selection and if allowed by state law.

Page C-4: [You will automatically be enrolled in the 100% non-contributory Basic Benefits, but ] in the Initial Enrollment Period section will be deleted if there are no Association benefits.

Page C-4: Member's Date of Eligibility: The Date of Eligibility will be based on the plan design as determined by the Association.

Page C-4: [other than during an Open Enrollment Period] in Evidence of Insurability: This will print if the plan design allows for an Open Enrollment period.

Page C-4: [When You enroll during Your Initial Enrollment Period, You will be insured for Basic Benefits on Your Date of Eligibility. However, if the amount of Your Basic Benefit exceeds the Guaranteed Issue Amount offered by Us, then Basic Benefits are effective on the date of approval of Evidence of Insurability by Us] in the Insurance Begins section will be deleted if there are no Association benefits.

Page C-10: Conversion Rights: The range for Item will be \$2,000 to \$10,000.

Optional Benefits: If the optional benefit is selected by the Association the benefit will print, and any variable amounts associated with this benefit will appear on the Schedule page.

Accidental Death and Dismemberment Benefits

Child Education Benefit

Seat Belt(s) and Air Bag

Repatriation

Common Carrier

Dependent Coverage: This will be in or out based on Association selection.

- Conversion Rights: Item 2 on Page DC-2 will be as allowed by state law. The range will be \$2,000 to \$10,000.

Child Education Benefit: This will be in or out based on Association selection.

- Term in Benefit provision: This will be either "term" or "year" depending on which term the Association selects.

Back Cover Page

- Company address and phone number: There is a possibility that the Home Office information could change.

### **MASTER APPLICATION, Form EAP015**

Front Cover Page: Company address, phone number, and website: There is a possibility that the Home Office information could change.

Page 1: Company address: There is a possibility that the Home Office information could change.

The Company reserves the right to modify the ranges and variables indicated in this statement of variability in order to match the benefits/provisions where a group policy is being replaced. This flexibility will ensure that individual insureds are not at a disadvantage when coverage is transferred. No value or provision used will violate applicable laws and regulations.



# National Life Company

[ A STOCK COMPANY ■ 699 Walnut Street ■ Suite 1100 ■ Des Moines, IA 50309 ■ 1-800-232-5818 ]

## DISCLOSURE ACCELERATED DEATH BENEFIT PROVISION

**BENEFIT** – The accelerated benefit is subject to the terms and conditions of the Accelerated Death Benefit Provision contained in the Group Term Life Insurance Certificate and the Policy to which the Certificate is attached. According to the terms of the Accelerated Death Benefit Provision, EMC National Life Company will pay a percentage up to a maximum of 75% of the Insured Person's, as defined in the Policy, life insurance coverage upon receiving proof that the Insured Person is terminally ill. An approved accelerated benefit payment will be paid to the employee or the association member in one lump sum and a payment is payable only once during the Insured Person's lifetime.

**TERMINAL ILLNESS** - Means a medical condition which, in the opinion of a physician who is licensed to practice medicine in all of its branches, would generally result in the Insured Person's death within 24 months or less.

**AMOUNT YOU MAY ELECT** – An Insured Person may elect the amount of the accelerated death benefit to be paid up to a maximum of 75% of the life insurance coverage amount.

**ACCELERATED DEATH BENEFIT QUALIFICATION** – To qualify for an accelerated benefit payment, we will require that an Insured Person is covered under the Policy and Certificate. We must be furnished, in forms acceptable to us, a diagnosis of a Terminal Illness as defined above by a physician licensed in the United States, including documentation supported by clinical, radiological, histological or laboratory evidence of the Terminal Illness. The Company may require at its expense an additional examination by a physician of its choice. Any irrevocable beneficiaries or assignee must send us a written consent to the accelerated benefit payment in a form satisfactory to us.

**EFFECT OF AN ACCELERATED DEATH BENEFIT PAYMENT** – If an accelerated benefit is paid, an Insured Person's life insurance benefit otherwise payable upon death will be reduced by the accelerated benefit payment. At the time of the accelerated death benefit payment, a lien is placed on the death benefit and interest is added to the lien from the time of acceleration and the date of death. The maximum interest rate charged on the lien shall not exceed the greater of the current yield on 90-day treasury bills or the current maximum adjustable policy loan interest rate based on Moody's Corporate Bond Yield Averages. The death proceeds otherwise payable will be reduced by the amount of the total lien. The lien will not exceed the death benefit. No other reductions to the life insurance amount will occur as a result of the accelerated death benefit payment as there are no other charges or expenses applicable to this payment. The remaining life insurance amount will be paid according to the terms of the Policy and Certificate, subject to any reduction and termination provisions. Premium payment must continue to be paid on the life insurance. Any conversion amount the Insured Person could otherwise convert will be reduced by the accelerated benefit payment. You will be notified of the death benefit remaining.

**EXCLUSION OF ACCELERATED DEATH BENEFIT** - An accelerated benefit payment is not available if the Insured Person is required by law to use this benefit payment to meet the claims of creditors, whether in bankruptcy or otherwise; or is required by a government agency to use this benefit payment in order to apply for, obtain, or otherwise keep a government benefit or entitlement.

**CONSEQUENCES OF RECEIVING ACCELERATED DEATH BENEFIT** – Whether or not a tax liability will be incurred when a benefit is paid 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 receipt of this benefit may adversely affect eligibility for Medicaid or other government benefits or entitlements. The recipient of the benefit should consult his or her tax advisor to assess any tax impact of the benefit. The Company makes no representations about the tax impact of the benefit.

**ILLUSTRATED EFFECTS OF AN ACCELERATED DEATH BENEFIT** – Following is an example, for illustrative purposes only, of an accelerated benefit if the maximum 75% benefit amount is elected:

- Policy Year 1 - Amount of life insurance in force under the Group Policy: \$100,000
- Policy Year 2 - 75% accelerated death benefit payment due to Terminal Illness: \$75,000
- Policy Year 3 - Remaining amount of life insurance death benefit: \$25,000 less lien interest

*This Disclosure is intended to only provide a summary of the Accelerated Death Benefit Provision. Please refer to the Certificate for all benefits, provisions and limitations.*



# National Life Company

[ A STOCK COMPANY ■ 699 Walnut Street ■ Suite 1100 ■ Des Moines, IA 50309 ■ 1-800-232-5818 ]

## DISCLOSURE EFFECT OF ELECTION OF ACCELERATED DEATH BENEFIT

Date: [March 1, 2012]  
Insured Name: [JOHN DOE]  
Policyowner Name: [ABC EMPLOYER, INC.]  
Policy Number: [GL-1234]

EMC National Life Company received a request for a benefit under the Accelerated Death Benefit Provision of your Group Term Life Insurance Certificate. Prior to processing your request, we are required to provide you with the following information. After your benefit request is processed, we will send you a statement reflecting the reduced death benefit amount.

**EFFECT OF AN ACCELERATED DEATH BENEFIT PAYMENT** – At the time of the accelerated death benefit payment, a lien is placed on the death benefit and interest is added to the lien from the time of acceleration and the date of death. The maximum interest rate charged on the lien shall not exceed the greater of the current yield on 90-day treasury bills or the current maximum adjustable policy loan interest rate based on Moody's Corporate Bond Yield Averages or any successor thereto. The death proceeds otherwise payable will be reduced by the amount of the total lien. The lien will not exceed the policy death benefit. The remaining life insurance amount will be paid according to the terms of the Policy and Certificate. No other reductions to the life insurance amount will occur as a result of the accelerated death benefit payment as there are no other charges or expenses applicable to this payment.

The amounts shown below reflect Certificate information immediately following payment of the accelerated death benefit. Premiums for your Certificate must continue to be paid for the death benefit unless waived under a Waiver of Premium benefit. Please refer to the Certificate for all benefits and limitations of the Accelerated Death Benefit Provision.

[Basic Life Insurance Amount:	[\$[20,000]]
[Supplemental Life Insurance Amount:	[\$[50,000]]
Total Life Insurance Amount:	[\$[70,000]]
Amount of Accelerated Death Benefit Available: ([75%] of the Total Life Insurance Amount)	[\$[52,500]]
Amount of Accelerated Death Benefit Requested:	[\$[52,500]]
Life Insurance Amount Remaining After Payment of Requested Accelerated Death Benefit (less lien interest):	[\$[5,000 - Basic Life Insurance]] [\$[12,000 - Supplemental Life Insurance]]

**CONSEQUENCES OF RECEIVING AN ACCELERATED DEATH BENEFIT PAYMENT** – Whether or not a tax liability will be incurred when a benefit is paid 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 receipt of this benefit may adversely affect eligibility for Medicaid or other government benefits or entitlements. The recipient of the benefit should consult his or her tax advisor to assess any tax impact of the benefit. The Company makes no representations about the tax impact of the benefit.

If you have any questions, please call our Claims Department at 1-800-232-5818 Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. CST.