# TRUSTMARK INSURANCE COMPANY "We, Us, and Our" 400 Field Drive Lake Forest, IL 60045-2581 (800) 918-8877

# **CERTIFICATE OF INSURANCE**

This is Your Certificate of Insurance ("Certificate") while the Group Policy ("Policy") is in force. It explains the rights and benefits that are determined by the Policy. The Policy is a contract between the Policyholder and Us. The Policy is issued to the Multiple Employer/Union Group Insurance Trust as "Policyholder".

We will pay the Death Benefit Proceeds to the Beneficiary if the Insured dies prior to the Maturity Date and while this Certificate is in force. Payment will be made after We receive due proof of the Insured's death. We will pay the Cash Value of this Certificate to the Owner on the Certificate Maturity Date if the Insured is living on that date. Payment is subject to the terms of the Policy and this Certificate.

# NOTICE OF THIRTY DAY RIGHT TO EXAMINE

You may return this Certificate within thirty days after delivery if You are not satisfied with it for any reason. The Certificate may be returned to Us or to the agent through whom it was purchased. Upon surrender of the Certificate within the thirty-day period, it will be void from the beginning, and We will refund any premium paid.

# **IMPORTANT**

YOU HAVE PURCHASED A LIFE INSURANCE CERTIFICATE. CAREFULLY REVIEW IT FOR LIMITATIONS.

THIS CERTIFICATE MAY BE RETURNED WITHIN 30 DAYS FROM THE DATE YOU RECEIVED IT FOR A FULL REFUND BY RETURNING IT TO THE INSURANCE COMPANY OR AGENT WHO SOLD YOU THIS CERTIFICATE. AFTER 30 DAYS, CANCELLATION MAY RESULT IN A SUBSTANTIAL PENALTY, KNOWN AS A SURRENDER CHARGE.

PLEASE SEE PAGES 5, 6 AND 12 FOR THE SURRENDER CHARGE INFORMATION.

The provisions on the pages which follow are a part of this Certificate. This Certificate contains a summary of the terms of the Group Policy which is a legal contract between the Policyholder and Us. This Certificate is evidence of life insurance under the Group Policy and is subject to all of the terms and limits of the Group Policy and any amendments thereto.

# Read Your Certificate Carefully

John Anderson

President

Laura A. Derouin Corporate Secretary

Flexible Premium Adjustable Life Insurance to Age 100. Adjustable Death Benefit Proceeds payable upon the Insured's death prior to the Maturity Date. Flexible premiums are payable during the lifetime of the Insured prior to age 100, and while the Certificate is in force. Accumulated Values and Cash Values are flexible and will be based on the amount and frequency of premiums paid, the Monthly Deduction, and the amount of interest credited. Participates in dividends.

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**SCHEDULE** 

INSURED: JOHN DAVIS CERTIFICATE NUMBER: TULE\_CA

AGE: 30 CERTIFICATE DATE: August 1, 2014

RATE CLASS: STANDARD MATURITY DATE\*: March 1, 2084

INITIAL FACE AMOUNT: MONTHLY INITIAL

GUARANTEE PREMIUM:

On or after Age 70 1/3 of the Face Amount is used to calculate the Death Benefit

Amount

INITIAL GUARANTEE March 1, 2024

PREMIUM\*\* EXPIRY DATE:

PERCENTAGE RATING 1.0

FACTOR:

**EXPRESSIONS TESTING** 

PARTICIPATING 2014

EMPLOYER:

# OWNER AND BENEFICIARY AS DESIGNATED IN THE APPLICATION UNLESS SUBSEQUENTLY CHANGED AS HEREIN PROVIDED

# **BASIC CERTIFICATE DATA**

FORM NO.	BENEFIT	ANNUAL INITIAL PLANNED PREMIUM	EXPIRY DATE
GUL.205	Universal Life Insurance Riders		August 1, 2084
	Accelerated Death Benefit Rider		August 1, 2084
	Benefit Restoration Rider		August 1, 2084
	Supplemental Life Rider		August 1, 2084
	Total Initial Planned Premium Annual Monthly Initial Surrender Charge		

<sup>\*</sup>It is possible that coverage may not continue to the Maturity Date even if premium is paid in a timely manner.

<sup>\*\*</sup>Please see page 10 for more information on the Initial Guarantee Premium.

# **SCHEDULE** (Continued)

# IMPORTANT FINANCIAL INFORMATION

MINIMUM GUARANTEED INTEREST RATE 1.5% COMPOUNDED ANNUALLY

**GUARANTEED MAXIMUMS:** 

MONTHLY ADMINISTRATIVE FEE: \$5.00

PARTIAL SURRENDER CHARGE: \$25.00 FOR EACH PARTIAL SURRENDER

LOAN INTEREST RATE: 8.0%

ANNUAL EXPENSE CHARGE PREMIUM:

PERCENTAGE EXPENSE CHARGE: CERTIFICATE YEARS 1 THROUGH 10: 13.0% OF PREMIUM

PAID UP TO THE ANNUAL EXPENSE CHARGE PREMIUM

CERTIFICATE YEARS 11 AND AFTER: 13.0% OF PREMIUM

PAID UP TO THE ANNUAL EXPENSE CHARGE PREMIUM

PERCENTAGE OF INITIAL SURRENDER CHARGE:

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### **DEFINITIONS**

Age means the Insured's age, on their last birthday, on the Certificate Date. The Age is shown on the Schedule.

**Annual Expense Charge Premium** means the amount which is the basis for determining expense charges. It is shown on the Schedule.

Attained Age means the Insured's age, on their last birthday, as of the Certificate anniversary date.

**Beneficiary** means the person (or entity) named in the application, or later changed by You, who will receive the Death Benefit Proceeds upon the death of the Insured.

**Certificate Date** means the date of issue of this Certificate. It is also the date by which Certificate anniversaries, Certificate years and Certificate months are measured. It is shown on the Schedule.

**Domestic Partner/Domestic Partnership**: Two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A Domestic Partnership is established in California, when both persons obtain a Declaration of Domestic Partnership with the Secretary of State, which meets the requirements of California Family Code Section 297).

Face Amount means the Initial Face Amount shown on the Schedule, plus any Increases, less any Decreases.

Indebtedness means the amount of the loan(s) outstanding on any date plus interest accrued to that date.

Initial Planned Premium means the amount You selected to pay. This amount is shown on the Schedule.

**Insured** means the person whose life is insured under this Certificate on whose behalf an application is accepted and who on the date of application is:

- You:
- Your lawful spouse/Domestic Partner;
- Your natural child, grandchild, stepchild, legally adopted child or child under legal guardianship under age 26, including existing children of Domestic Partners; or
- Your natural child, grandchild, stepchild, legally adopted child or child under legal guardianship age 26 and over, including existing children of Domestic Partners, who is both:
  - incapable of self-sustaining employment by reason of an intellectual disability or physical handicap; and
  - chiefly dependent on You for support and maintenance.

Adopted child includes a child You will be adopting pursuant to an interim court of adoption.

Insured does not include:

- A foster child;
- An unborn child; or
- Anyone who lives outside the United States.

The Insured is shown on the Schedule.

**Maturity Date** means the Certificate anniversary on or after which the Insured attains age 100. It is shown on the Schedule. If the Insured is living and this Certificate is in force on that date, the Cash Value will be payable and the Certificate will terminate.

Monthly Deduction Day means the same day each month as the Certificate Date.

**You and Your** mean the Owner of this Certificate. The Owner is as shown in the application unless later changed as provided in this Certificate. The Owner may be someone other than the Insured. In the application, the words "You" and "Your" refer to the proposed insured person(s).

We, Us, and Our mean Trustmark Insurance Company employees.



# **DEATH BENEFIT**

### **Death Benefit Proceeds**

If the Insured dies prior to the Maturity Date and while this Certificate is in force, and proof of death has been provided to Us, We will pay the Death Benefit Proceeds to the Beneficiary within 30 days after the Insured's date of death. The Death Benefit Proceeds are the Death Benefit Amount less any outstanding Indebtedness.

If We fail to make payment within such 30 days, interest upon Death Benefit Proceeds will be paid from the Insured's date of death to the date the Death Benefit Proceeds are paid to the Beneficiary at the rate of interest paid by Us on proceeds left on deposit.

# **Death Benefit Amount**

If death occurs prior to the anniversary date on or after the Insured's 70<sup>th</sup> birth date, the Death Benefit Amount is the greater of:

- The Face Amount on the date of death; or
- The Minimum Death Benefit.

If death occurs on or after the anniversary date on or after the Insured's 70th birth date, the Death Benefit Amount is the greater of:

- 1/3 of the Face Amount on the date of death; or
- The Minimum Death Benefit.

# **Minimum Death Benefit**

The Minimum Death Benefit is determined each month as a factor times the Accumulated Value. The factor varies by the Attained Age of the Insured. The factor is shown on the Minimum Death Benefit Table.

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# **CERTIFICATE CHANGES**

# Changing the Terms of Your Certificate

You may request Certificate changes at any time. The types of changes allowed are explained below. We will amend Your Certificate to show the effective date of any changes by issuing an endorsement.

Any change in Your Certificate must be approved by one of Our officers. No agent has the authority to make any changes or waive any of the terms of Your Certificate. We will send You written confirmation with the effective date of the requested Certificate change.

# **Increasing the Face Amount**

For any underwritten increase in the Face Amount We will require a supplemental application and evidence of insurability that meets our underwriting guidelines. An increase will be effective on the Monthly Deduction Day on or next following the date the application for increase is approved by Us, or on the date specified on an endorsement.

# **Decreasing the Face Amount**

A decrease in the Face Amount will become effective on the Monthly Deduction Day following Our receipt of the request. Any such decrease will be applied in the following order:

- Against the Face Amount provided by the most recent increase;
- Against the next most recent increases successively;
- Against the Face Amount provided under the original application.

For any decrease:

- The Death Benefit Amount remaining must be as great as the Minimum Death Benefit; and
- The Face Amount must be at least \$5,000 or the Face Amount purchased by \$3.00 weekly, if greater;

• The decrease is limited to the amount that would be in compliance with the definition of life insurance, and not a modified endowment contract (MEC), as defined in the Internal Revenue Code Sections 7702 and 7702A.

Any decrease in the Face Amount will be subject to a pro rata Surrender Charge.

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# PREMIUMS AND GRACE PERIOD

# **Payment of Premiums**

Your first premium is due as of the Certificate Date. While the Insured is living, premiums after the first must be paid to Us. Premiums are payable monthly, or at any other frequency We may arrange with Your employer. The payment mode is subject to Our minimum premium requirements as of the Certificate Date. A premium receipt will be furnished upon request.

All premiums are payable in advance. Premium payments are flexible. This means You may choose the amount and frequency of payments.

The actual amount and frequency of premium payments will affect the Cash Value and the amount and duration of insurance.

# **Unscheduled Premiums**

You may pay premiums at any time before the Maturity Date. We may limit the number and amount of unscheduled premiums.

# **Grace Period**

This Certificate will enter the Grace Period if the Cash Value is insufficient to pay the Monthly Deduction. Once entered, this Certificate will remain in force for the 62-day Grace Period. The Grace Period allows You to pay all past due Monthly Deductions and loan interest charges. There is no Grace Period for the initial Monthly Deduction.

If the required premium is not paid by the end of the Grace Period, this Certificate will terminate without value. However, We will give You at least 31 days notice, prior to termination, that Your Certificate is in the Grace Period. We will advise You of the amount of premium required to keep Your Certificate in force. Such 31 days prior notice will be sent to You at Your last known address and to any assignee of record. If death occurs during the Grace Period, Monthly Deductions through the Certificate month in which death occurred will be deducted from the Death Benefit Proceeds.

If a surrender request is received within 32 days after the Grace Period commences, the Cash Value payable will not be less than the Cash Value on the Monthly Deduction Day the Grace Period started. The Monthly Deduction for the Certificate month following such Monthly Deduction Day will not be subtracted in the calculation of such Cash Value.

# **Continuation of Coverage**

This Certificate will continue in force until the Cash Value on any Monthly Deduction Day (before subtracting the Monthly Deduction) is less than the Monthly Deduction due. At that time, this Certificate will continue to provide coverage according to the Grace Period provision. However, this Certificate will not continue past the Maturity Date.

# **Initial Guarantee Premium**

This Certificate will not terminate before the Initial Guarantee Premium Expiry Date if on each Monthly Deduction Day before the Initial Guarantee Premium Expiry Date, the sum of premiums paid equals or exceeds:

- The sum of the Monthly Initial Guarantee Premiums for each month from the date they began, including the current month, plus
- Any Partial Surrenders and any increase in the loan amount since the start of the period for which the Initial Guarantee Premium is required.

The Monthly Initial Guarantee Premium and Initial Guarantee Premium Expiry Date are shown on the Schedule.

The Monthly Initial Guarantee Premium will be adjusted if any of the following occur:

A supplemental benefit is added, terminated, increased, or decreased; or

- The Face Amount is increased or decreased; or
- The Certificate is reinstated.

The adjusted Monthly Initial Guarantee Premium will be required on the effective date of the change. The adjusted Monthly Initial Guarantee Premium will be shown on an endorsement to the Certificate.

# Reinstatement

A Certificate which terminates in accordance with the Grace Period provision may be reinstated if it has not been surrendered for its Cash Value. To reinstate means to put back in force on a premium-paying basis. We will reinstate this Certificate if We receive:

- Your written request within 5 years after the end of the Grace Period and before the Maturity Date; and
- Evidence of good health and insurability of the Insured which meets Our underwriting guidelines; and
- Payment of enough premium to cover the next two Monthly Deductions; and
- Payment or reinstatement of any loan.

Reinstatement will be approved or disapproved by Us within 45 days after Our receipt of the application. Your application will be approved by Us if it meets our underwriting guidelines; Your application will be disapproved by Us if it does not meet Our underwriting guidelines. The reinstated Certificate will be effective from the Monthly Deduction Day on or following the date underwriting is completed by Us.

The period of time during which this Certificate was lapsed will be ignored. No premium will be due for this period. This period will not be included for purposes of determining Certificate years. The length of any remaining period during which a Surrender Charge will apply, and the amount of any such Surrender Charge, will be the same on the date of reinstatement as on the date of lapse.

The Accumulated Value at the time of the reinstatement will be:

- The Surrender Charge at the time of lapse; plus
- Any reinstatement premium received; less
- The Percentage Expense Charge; plus
- Any loan repaid or reinstated; less
- The Monthly Deduction for one month.

Any and all attached riders will be reinstated in accordance with rider provisions.

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# **CERTIFICATE VALUES**

# **Accumulated Value**

On the Certificate Date, the Accumulated Value will be determined as follows:

- All premiums received prior to and including the Certificate Date:
- less Percentage Expense Charges prior to and including the Certificate Date;
- less Monthly Deduction for the following Certificate month.

On each Monthly Deduction Day after the Certificate Date, the Accumulated Value will be determined as follows:

- Accumulated Value as of the last Monthly Deduction Day;
- plus Interest Earned;
- plus All premiums received since the last Monthly Deduction Day;
- less Percentage Expense Charges since the last Monthly Deduction Day;
- less Any Partial Surrenders paid since the last Monthly Deduction Day;
- less Monthly Deduction for the following Certificate month.

All calculations will be done at the end of the day on the Monthly Deduction Day.

The Accumulated Value on any day other than a Monthly Deduction Day will be:

- Accumulated Value as of the last Monthly Deduction Day;
- plus All premiums received since the last Monthly Deduction Day;
- less Percentage Expense Charges since the last Monthly Deduction Day;
- less Any Partial Surrenders paid since the last Monthly Deduction Day.

The Accumulated Value on any Certificate anniversary will be at least equal to what it would have been if the Minimum Guaranteed Interest Rate had always been credited and the Guaranteed Monthly Cost of Insurance Rates multiplied by the Percentage Rating Factor, Guaranteed Maximum Monthly Administrative Fee, Guaranteed Maximum Percentage Expense Charge and Monthly Rider Deductions, if any, had always been in effect.

# **Cash Value**

The Cash Value of this Certificate will be equal to:

- Accumulated Value;
- less Any Surrender Charge;
- less Any Indebtedness.

### Interest Earned

On each Monthly Deduction Day after the Certificate Date, the Interest Earned will be determined as the monthly interest rate times the Accumulated Value as of the last Monthly Deduction Day less Interest on Partial Surrenders since the last Monthly Deduction Day. Interest credited on Indebtedness will not exceed the Loan Interest Rate shown on the Schedule.

Additional interest may be added as follows:

- Beginning in the 11th Certificate year, an additional 0.5% may be added to the current interest rate;
- Beginning in the 16th Certificate year, an additional 1.0% may be added to the current interest rate.

### **Full Surrender**

You may return Your Certificate to Us and request the Cash Value. The Cash Value will be calculated as of the day We receive Your request.

You may make a request for surrender at any time during the Insured's lifetime before the Maturity Date. Your Certificate will terminate on the Monthly Deduction Day on or next following the date We receive the request for full surrender.

If the Insured dies after the request for Full Surrender but prior to the date payment of the Cash Value was made, the Death Benefit will be payable and the request for Full Surrender will be canceled. If the Cash Value has already been paid, this amount will be subtracted from the Death Benefit payable.

# **Partial Surrender**

At any time after the first Certificate year, You may withdraw a portion of the Cash Value.

A Partial Surrender will result in a reduction, equal to the withdrawal amount, to each of the following:

- Accumulated Value;
- Face Amount; and
- Death Benefit Amount.

The Partial Surrender amount is subject to the following:

- Only two Partial Surrenders will be allowed during each Certificate year;
- Your request must be made prior to the Maturity Date during the Insured's lifetime;
- Each Partial Surrender must be at least;
- The Partial Surrender may not reduce the Cash Value below a sum equal to two Monthly Deductions; and
- The reduced amounts will never be less than zero.

A Partial Surrender Charge, as shown on the Schedule, will be deducted from Your Accumulated Value each time a Partial Surrender is made.

# **Payment of Cash Value Benefit**

We can delay payment of Cash Values for up to six months or the period allowed by law, whichever is less. However, We cannot delay payment of a Partial Surrender if the amount is to be used to pay a premium to Us.

# **Monthly Deduction**

The Monthly Deduction is equal to the sum of:

- The Net Amount at Risk multiplied by the Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk divided by 1,000;
- plus Any Monthly Rider Deductions;
- plus The Monthly Administrative Fee shown on the Schedule.

Net Amount at Risk is the net amount of insurance protection provided on a monthly basis.

The Net Amount at Risk is the greater of:

- The Death Benefit Amount divided by 1.002, less the Accumulated Value; or
- The Minimum Death Benefit divided by 1.002, less the Accumulated Value.

# **Monthly Cost of Insurance Rate**

At the beginning of each Certificate year, the Monthly Cost of Insurance Rate is determined based on the Insured's Attained Age, Rate Class, and Certificate year. For the Initial Face Amount, We will use the Rate Class on the Certificate Date. For each increase, We will use the Rate Class applicable to the increase.

Such rates will never be changed to recover losses previously incurred nor to distribute gains previously realized by Us. Any change in the Monthly Cost of Insurance Rates will apply to all persons of the same age and classification whose Certificates have been in force for the same length of time.

# **Surrender Charge**

Surrender Charges for the Initial Face Amount will apply during the first 14 Certificate years. The Surrender Charge in each Certificate year is the lesser of:

- The Accumulated Value; or
- The Initial Surrender Charge multiplied by the Percentage of Initial Surrender Charge applicable to the Certificate year. The Initial Surrender Charge and Guaranteed Maximum Percentage of Initial Surrender Charge are shown on the Schedule.

Surrender Charges for any increases in Face Amount will apply during the first 14 years following such increase.

# **Dividends**

We will determine the dividend, if any, for this Certificate each year and credit it to this Certificate on the first day of the next Certificate year. This Certificate must be in force for a dividend to be credited to it.

We expect dividends, if any, to be small in amount and to accrue, if at all, in the later Certificate years. Each dividend will be added to the Accumulated Value unless the Owner requests payment in cash.

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# **LOANS**

# **Loan Value**

At any time while this Certificate is in force, you may borrow from Us an amount which is equal to or less than the loan value. The loan value will be the Cash Value less:

- Loan Interest on the amount to be borrowed to the Monthly Deduction Day following the next Monthly Deduction Day; and
- An amount equal to two Monthly Deductions.

### **Loan Interest**

The Loan Interest Rate that will be charged for Certificate loans is shown on the Schedule. Loan Interest accrues daily and will be added to this Certificate's Indebtedness and incur interest charges.

# How You May Repay a Loan

You may repay part or all of a loan at any time, except that:

- Repayment may be made only while this Certificate is in force and prior to the death of the Insured; and
- A partial repayment must be at least \$25.00.

At any time Your loan exceeds the Cash Value, this Certificate will lapse. However, at least 31 days prior notice must be mailed by Us to Your last known address and to any assignee of record prior to lapse.

# We Can Delay Payment

We can delay loaning You money for up to six months, or the period allowed by law, whichever is less. However, We cannot delay loaning You money if the amount is to be used to pay a premium to Us.

# **Obtaining a Loan**

You may obtain a loan by written request and assignment of this Certificate as sole security for the loan. Each loan must be at least \$100.

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# OWNER AND BENEFICIARY

### Owner

The Insured is the original Owner of this Certificate unless someone else is shown as Owner in the application. Ownership may be changed in accordance with the provisions captioned **Change of Owner or Beneficiary**. During the Insured's lifetime, the Owner may exercise every right this Certificate gives or We allow. If the Owner and the Insured are not the same person, and the Owner dies during the lifetime of the Insured, the Insured will become the Owner. The Insured must notify Us if the Owner dies. All changes are subject to the rights of any assignee of record, and to any endorsement on this Certificate limiting such rights.

# **Beneficiary**

The Beneficiary named in the application, or later changed by You, will receive the Death Benefit Proceeds upon the death of the Insured after approval of the claim. Unless You have stated otherwise, if any Beneficiary dies before the Insured, that Beneficiary's interest will pass to any other Beneficiaries according to their respective interest. If no Beneficiary survives the Insured, the Death Benefit Proceeds will be paid to You as Owner if You are then living; otherwise the Death Benefit Proceeds will be paid to the Insured's estate.

# Change of Owner or Beneficiary

You may change the Owner or the Beneficiary at any time during the lifetime of the Insured, unless the previous designation provides otherwise. To do so, send a written request to Us in a form acceptable to Us. The change will go into effect when We have recorded the change. However, after the change is recorded, it will be deemed effective as of the date of Your written request for change. The change will be subject to any payment made or action taken by Us before the request is recorded.

# **Common Disaster**

If We cannot determine whether a Beneficiary or the Insured died first in a common disaster, We will assume that the Beneficiary died first. The Death Benefit Proceeds will be paid on this basis unless an endorsement to this Certificate provides otherwise.

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### **GENERAL PROVISIONS**

# **Assignment**

During the lifetime of the Insured You may assign this Certificate as security for an obligation. Upon Your request to assign this Certificate, We will furnish a form that must be completed by You. We will not be bound by an assignment unless it is received in writing on such completed form. Two copies of the assignment must be submitted. We will retain one copy and return the other. We will not be responsible for the validity of any assignment.

# Incontestability

We will not contest payment of the Death Benefit Amount after this Certificate has been in force during the Insured's lifetime for two years from the Certificate Date, except for nonpayment of premiums. We will not contest payment of any Death Benefit Amount represented by an increase in the coverage after such increase had been in effect during the Insured's lifetime for two years, except for nonpayment of premiums. We will not contest payment of any Death Benefit Amount which was reinstated after this Certificate has been in force during the Insured's lifetime for two years from the date of such reinstatement, except for nonpayment of premiums.

We can contest a reinstatement or an increase in coverage only on the basis of the information furnished in the application for such reinstatement or increase.

# **Suicide Exclusion**

If the Insured commits suicide, while sane or insane, within two years from the Certificate Date, We will limit the Death Benefit Proceeds to the premiums paid less any loans and less any Partial Surrenders paid. If the Insured commits suicide, while sane or insane, within two years after the effective date of any increase in the coverage or any reinstatement, the Death Benefit Proceeds will be the costs of insurance associated with each increase or the reinstatement.

# **Misstatement of Age**

If there is a misstatement of age in the application, the Death Benefit Amount will be that which would be purchased by the most recent mortality charge at the correct age.

# **Misstatement of Cigarette Smoking**

If the usage of cigarettes is misstated, We will adjust all benefits under this Certificate to the amount that would have been provided using smoking rates.

# **Entire Contract**

We have issued this Certificate in consideration of the application and payment of premiums. The Policy, this Certificate, the application for it, any riders, endorsements, amendments, and any application for an increase in coverage constitute the entire contract. Any application for reinstatement will become part of the contract of reinstatement and of this Certificate. The Certificate may be changed by mutual agreement. Our agents have no authority to alter or modify any terms, conditions, or agreements of this Certificate, or to waive any of its provisions.

We rely on the statements made in the application for coverage described in this Certificate and application for any reinstatements or increases in coverage. All statements made are, in the absence of fraud, representations and not warranties. Such statements will not be used in defense to a claim under this Certificate, unless contained in a written application.

# **Conversion Privilege**

If an Insured's eligibility under the Policy ends, coverage may be continued under this Certificate.

If the Policy terminates, the Insured shall be entitled to have issued to him, without evidence of insurability, an individual policy of life insurance without any riders. This right applies only if the Insured has had continuous coverage under this Certificate for at least five years. The new policy shall not exceed the smaller of:

- The amount in force for the Insured at termination. This amount will be reduced by any amount for which he becomes eligible, within 31 days after termination, under any group life coverage issued by Us or any other insurer; or
- \$10,000.

The new policy will be issued as follows:

- It will be any form of life insurance policy, except term insurance or a policy with disability benefits, We then
  have available for conversion.
- Evidence of insurability will not be required.
- The premium for the new policy will be based on the same class of risk as this Certificate, the age of the Insured at the time of conversion, and the form and amount of coverage provided.
- The new policy will take effect at the end of the 31 day period for this conversion.
- The new policy shall be in place of all coverage under this Certificate.

An Insured must take the following steps to convert:

- Make written application to Us at Our home office within 31 days after the date coverage under this Certificate ends.
- Pay, within such 31 days, the first premium for the new policy.

An Insured has coverage during the 31 day period for conversion. The amount of such coverage is the amount that can be converted. This amount will be paid as a death benefit if the Insured dies during this 31 day period. Application for conversion need not have been made. If application had been made, any premium paid for the new policy will be refunded.

# **Conformity With State Statutes**

If any provision in this Certificate and any attached riders is in conflict with the laws which govern this Certificate and any attached riders, the provision will be deemed to be amended to conform with such laws.

# **Annual Report**

Each year a report will be sent to You which shows the current Certificate values, premiums paid, and deductions made since the last report and any outstanding Certificate loans.

# **Projection of Benefits and Values**

You may make a written request to Us for a projection of illustrative future Cash Values and death benefits. One projection in each Certificate year will be furnished without charge upon request. We may charge a nominal fee, not to exceed \$25.00 for each projection report furnished in excess of one per year.

# **Annual Meeting**

You are a member of the Trustmark Mutual Holding Company. Trustmark Mutual Holding Company holds its annual meeting for the election of directors and the transaction of other business for Trustmark Mutual Holding Company each year, on a date set by the Board of Directors. Members will be notified of the date of the annual meeting. Each member is entitled to vote at such elections and to participate in such meeting.

# **Department of Consumer Affairs**

Please contact the customer service department at Trustmark Insurance Company regarding any questions about this Certificate:

Trustmark Insurance Company PO BOX 7937 Lake Forest, IL 60045-7937 (800) 918-8877

If You are unable to obtain a satisfactory resolution from Trustmark Insurance Company, You may contact the California Department of Consumer Affairs. The California Department of Consumer Affairs should only be contacted after discussions with Trustmark Insurance Company, and if Trustmark Insurance Company failed to produce a satisfactory resolution:

California Department of Consumer Affairs Consumer Information Center 1625 North Market Boulevard, Suite N-112 Sacramento, California 95834 800.952.5210 or 800.326.2297 TDD www.dca.ca.gov/ or dca@dca.ca.gov

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# **Payment Provision**

The Death Benefit Proceeds or Cash Value at surrender or maturity will be paid in one lump sum. VULXXSO60000



# TRUSTMARK INSURANCE COMPANY

"We, Us, and Our" 400 Field Drive Lake Forest, IL 60045-2581 (800) 918-8877

# **ACCELERATED DEATH BENEFIT RIDER**

This Rider is made a part of the Certificate to which it is attached. It is issued in consideration of the application. Benefits provided by this Rider are subject to all of the terms, conditions, exclusions and limitations of the Certificate and accompanying riders and endorsements, except as herein stated.

The effective date of this Rider is the same as the Certificate Date.

Notice: The Death Benefit Proceeds will be reduced if You receive an Accelerated Death Benefit. Receipt of the Accelerated Death Benefit may be taxable and assistance should be sought from a personal tax advisor.

# **DEFINITIONS**

**Available Death Benefit** means the Death Benefit Proceeds that would be paid if the Insured had died on the date the Accelerated Death Benefit is paid.

Date of Diagnosis means the date a Terminal Illness is first determined and recorded by a Physician.

**Immediate Family** means Your or the Insured's spouse/Domestic Partner; and any of Your, Your spouse's/Domestic Partner's, or the Insured's or the Insured's spouse's/Domestic Partner's children, parents, grandparents, grandchildren, brothers, sisters, and their respective spouses/Domestic Partners.

**Physician** means an individual, other than You, or the Insured or a member of Your or the Insured's Immediate Family, who is licensed to practice medicine and/or treat sickness or injury, and is practicing within the scope of his or her license in the state in which treatment is received.

**Terminal Illness or Terminally Ill** means an incurable sickness, disease or condition which, in the best medical judgment of a Physician, will result in death within 24 months from the Date of Diagnosis.

# **ACCELERATED DEATH BENEFIT**

We will pay the Accelerated Death Benefit when the Insured is diagnosed as Terminally III, subject to all of the following conditions:

- The Certificate is in force on the Date of Diagnosis;
- If applicable, We receive written consent from any irrevocable beneficiary; and
- Any previously assigned Death Benefit Proceeds will not be accelerated.

The amount of the Accelerated Death Benefit will be:

- Based on the Available Death Benefit as of the date this benefit is paid; and
- Limited to a maximum of percent of the Available Death Benefit not to exceed less an administrative fee of .

The maximum Accelerated Death Benefit provided by this Rider is payable only once.

# **EFFECT OF RIDER ON THE CERTIFICATE**

On the date the Accelerated Death Benefit is paid, the Death Benefit Proceeds and Face Amount will be reduced by the amount of the Accelerated Death Benefit payment.

In addition, the Accumulated Value, Surrender Charges and any Indebtedness will be reduced by the same percentage of the Available Death Benefit as the Accelerated Death Benefit.

Premium payable for the Certificate and accompanying Riders, will be waived, and coverage is guaranteed to remain in force for the 24 months immediately following the date the Accelerated Death Benefit is paid or until the Insured's death,

whichever occurs first. If the Insured survives beyond 24 months, a proportionately reduced premium will be due in accordance with the applicable provisions, including any waiver of premium provision.

# **BENEFIT PAYMENT**

The Accelerated Death Benefit will be paid immediately upon receipt of proof of Terminal Illness.

The Accelerated Death Benefit will be paid to You, unless otherwise assigned. If We receive notice that the Insured died prior to payment of the Accelerated Death Benefit, benefits will be paid under the terms of the Certificate. We shall be discharged from liability to the extent of any payment made in good faith under this Rider.

# **NOTICE OF CLAIM**

Written notice of claim must be given to Us within twenty (20) days after the occurrence or commencement of any loss covered by this Rider, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Insured or Beneficiary to Us at Trustmark Insurance Company, 100 N Parkway, Suite 200, Sacramento, CA 01605, or to any authorized agent of Ours, with information sufficient to identify the Insured, shall be deemed notice to Us.

# **CLAIM FORMS**

We, upon receipt of a Notice of Claim, will furnish to the claimant such forms as are usually furnished by it for filing Proof of Loss. If such forms are not furnished within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Rider as to Proof of Loss upon submitting, within the time fixed in the Rider for filing Proof of Loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

# **PROOF OF LOSS**

Written Proof of Loss must be furnished to Us at its said office within ninety (90) days after the date of loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and, except in the absence of legal capacity, no later than one year from the time proof is otherwise required.

# PHYSICAL EXAMINATIONS

At Our expense, We have the right and opportunity to examine the Insured when and as often as We may reasonably require during the pendency of a claim and to make an autopsy in case of death where it is not forbidden by law.

# **TERMINATION**

This Rider will automatically terminate on the earliest of:

- The date the Accelerated Death Benefit is paid; or
- The date the Certificate terminates.

# REINSTATEMENT

If the Certificate is reinstated, then this Rider will be reinstated, subject to Our underwriting guidelines.

# TRUSTMARK INSURANCE COMPANY

John Anderson

Laura A. Derouin Corporate Secretary

# TRUSTMARK INSURANCE COMPANY

"We, Us, and Our" 400 Field Drive Lake Forest, IL 60045-2581 (800) 918-8877

# **BENEFIT RESTORATION RIDER**

This Rider is part of the Certificate to which it is attached. It is issued in consideration of the application and the payment of the required premium for this Rider. The premium is shown on the Schedule. The monthly premium for this Rider will be deducted from the Accumulated Value as the monthly deduction for this Rider.

This Rider is subject to all of the terms, conditions, exclusions, and limitations of the Certificate and the Long Term Care Accelerated Death Benefit Rider, except as stated herein. The effective date of this Rider is the same as the effective date of the Long Term Care Accelerated Death Benefit Rider if You applied for both Riders on the same application. If this Rider is added to the Certificate after the Certificate Date, the premium and effective date for this Rider will be shown on an endorsement.

# ADDITIONAL TERM LIFE INSURANCE BENEFIT

100% of the following Certificate Values will be restored under this Rider:

- Face Amount;
- Death Benefit Amount;
- Accumulated Value; and
- Surrender Charges.

# **RESTORATION**

The Certificate Values will be restored while this Rider, the Certificate and the Long Term Care Accelerated Death Benefit Rider are in force. The restored Certificate Values shall equal 100% of the amount of the Certificate Values which were reduced when benefits were paid under the Long Term Care Accelerated Death Benefit Rider.

The initial restoration of the Benefit shall be made following the first full month for which benefits are paid under the Long Term Care Accelerated Death Benefit Rider. Subsequent restoration shall be made on a monthly basis coinciding with the payment of benefits under the Long Term Care Accelerated Death Benefit Rider. The aggregate amount of the restored Certificate Values shall, at no time, exceed 100% of the aggregate reduction in the Certificate Values for benefits paid under the Long Term Care Accelerated Death Benefit Rider.

# REINSTATEMENT

If this Rider lapses, it may be reinstated if the Certificate and Long Term Care Accelerated Death Benefit Rider are reinstated.

# **INCONTESTABILITY**

We cannot contest this Rider after it has been in force during the Insured's lifetime for two years from its effective date, except for nonpayment of premiums.

Any increase in coverage or reinstatement of coverage, as requested by application from You, shall begin a new two year contestable period for the amount of the increase or reinstated coverage from the effective date of such coverage.

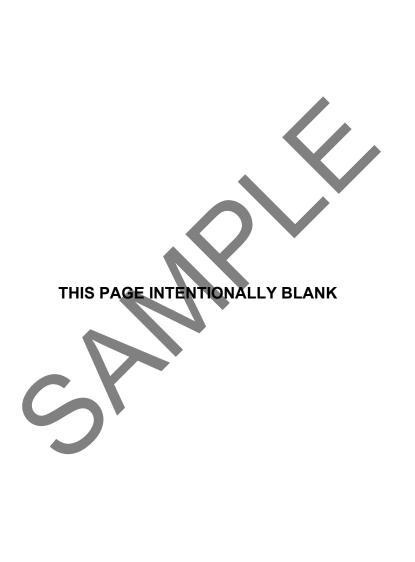
# **TERMINATION**

This Rider will terminate on the earliest of the following:

- The Monthly Deduction Day immediately following the day We receive Your written request for termination; or
- The date the Supplemental Life Rider terminates; or
- The date We pay all benefits under this Rider; or
- The date the Certificate terminates.

# TRUSTMARK INSURANCE COMPANY

John Anderson President Laura A. Derouin Corporate Secretary



NOTICE: Benefits paid under this Rider may or may not be taxable. Whether or not You or Your Beneficiary incur a tax liability when benefits are paid depends on how the IRS interprets applicable portions of the Tax Code. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this benefit. Trustmark Insurance Company has no responsibility for any tax consequences of any benefits paid under this Rider. This Rider for long-term care insurance is not intended to be a federally qualified long-term care insurance contract.

Notice to Buyer: This Rider may not cover all of the costs associated with home health care or long-term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all rider limitations.

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# **SUPPLEMENTAL LIFE RIDER**

This Rider provides an accelerated death benefit. Each benefit payment under this Rider will reduce the following Certificate Values: Face Amount, Death Benefit Amount, Accumulated Value, Surrender Charges and any Indebtedness.

This Rider is part of the Certificate to which it is attached. It is issued in consideration of the application and the required payment for this Rider. The premium is shown on the Schedule. The Monthly Rider Deduction for this Rider will be deducted from the Accumulated Value.

This Rider is subject to all of the terms, conditions, exclusions, and limitations of the Certificate, except as herein stated. The effective date of this Rider is the same as the Certificate Date, unless otherwise specified. If this Rider is added to the Certificate after the Certificate Date, the Monthly Rider Deduction and effective date for this Rider will be shown on an endorsement. The Certificate determines the benefits under this Rider. If this Rider is added to existing coverage that includes a home health and/or long term care benefits rider, said rider will terminate on this Rider's effective date.

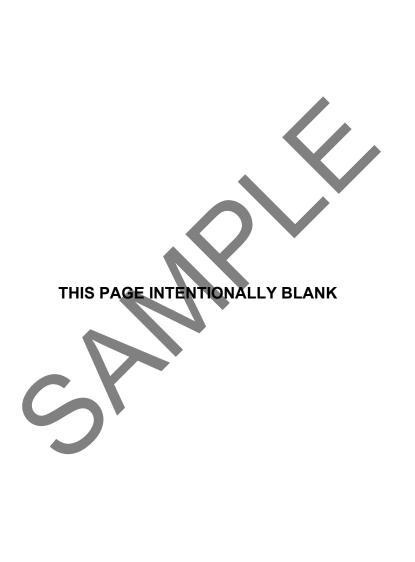
# TERMS UNDER WHICH RIDER MAY BE RETURNED AND PREMIUM REFUNDED

You may return the Rider within 30 days after You receive it, and We will refund any cost of insurance which You paid for the Rider.

CAUTION: The issuance of this long term care insurance Rider is based upon Your answers to the questions in Your application. A copy of Your application is enclosed or was retained by You when You applied for this Rider. If Your answers are incorrect or untrue, We have the right to deny Rider benefits or to rescind Your coverage under this Rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact Us at this address: Trustmark Insurance Company, 400 Field Drive, Lake Forest, IL 60045-2581.

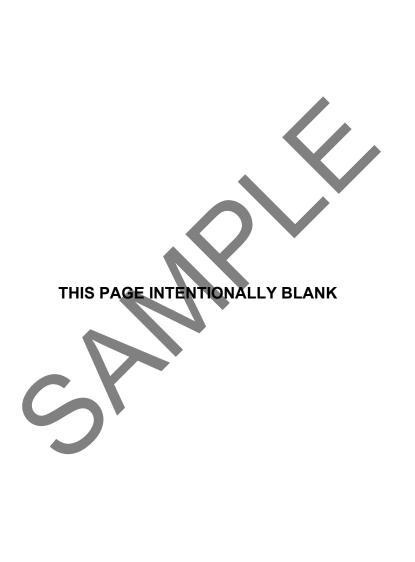
### **RENEWABILITY**

This Rider is guaranteed renewable. We may not cancel or reduce coverage under this Rider. Only You can request termination of this Rider. Unless You do, it will remain in force for as long as You pay Your premium on time. We have the right to adjust the premium rates with the approval of the Department of Insurance. Any increase in premium rates will be done on a class basis. We will provide You 45-day written notice before any premium rate adjustment.



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# **DEFINITIONS**

**Activities of Daily Living** means any of the following basic human functional abilities required for the Insured to remain independent. They are as follows:

- **Bathing** which means cleaning the body using a tub, shower, or sponge bath, including getting a basin of water, managing faucets, getting in and out of the tub or shower, and reaching head and body parts for soaping, rinsing, and drying;
- Continence which means the ability to control bowel and bladder as well as use ostomy or catheter receptacles, and apply diapers and disposable barrier pads:
- **Ambulating** which means walking or moving around inside or outside the home regardless of the use of a cane, crutches, or braces;
- **Dressing** which means putting on, taking off, fastening, and unfastening garments and undergarments and special devices such as back or leg braces, corsets, elastic stockings or garments, and artificial limbs or splints;
- **Eating** which means reaching for, picking up, and grasping a utensil and cup; getting food on a utensil, and bringing food, utensil, and cup to mouth; manipulating food on plate; and cleaning face and hands as necessary following meals;
- **Toileting** which means getting on and off a toilet, or commode and emptying a commode, managing clothing and wiping and cleaning the body after toileting, and using and emptying a bedpan and urinal; and
- **Transferring** which means moving from one sitting or lying position to another sitting or lying position; for example, from bed to or from a wheelchair or sofa, coming to a standing position, or repositioning to promote circulation and prevent skin breakdown.

**Adult Day Care** means medical or nonmedical care on a less than 24-hour basis, provided in a licensed facility outside the residence, for persons in need of Personal Services, supervision, protection, or assistance in sustaining daily needs, including eating, bathing, dressing, ambulating, transferring, toileting, and taking medications.

Adult Day Care Center means a facility which provides Adult Day Care and meets all of the following tests:

- It is licensed, accredited, or certified by the appropriate governing body, if necessary;
- It operates at least 5 days a week for at least 6 hours a day and is not an overnight facility;
- It maintains a written record for each client which includes a Plan of Care and a record of all services provided;
- It has established procedures for obtaining appropriate aid in the event of a medical emergency;
- It has formal arrangements for providing services of: a Physician; a dietician; a licensed physical therapist; a licensed speech therapist; and licensed occupational therapist;
- Its staff includes a full time director; and one or more nurses in attendance during operating hours for at least 4 hours a day; and enough full time staff members to maintain a client-to-staff ratio of 8 or less to 1; and
- Is not a place owned or operated by You, the Insured, or a member of the Immediate Family.

Assisted Living means assisted living services which are provided at an Assisted Living Facility.

Assisted Living Facility means a facility that provides a combination of housing and personalized health care in a professionally managed group-living environment designed to respond to the individual needs of persons who require assistance with Activities of Daily Living. This type of facility is specifically designed to promote maximum independence and dignity in the most residential and homelike setting possible. It may be all or part of a building that houses a few or several hundred persons, or a distinct part of a residential campus.

**Benefit Period** means continuous or successive terms of Long Term Care Facility confinement, Assisted Living, Home Health Care or Adult Day Care services, or Hospice Services which:

- Are due to the same or related conditions;
- Are not separated by more than six months; and
- Occur while this Rider is in force.

If separated by six months or more, a new Benefit Period begins, subject to a new Elimination Period.

If more than one Injury or Sickness causes a concurrent Benefit Period, only one monthly benefit amount is payable per month of confinement.

**Cognitive Impairment** means deterioration or loss of functional capacity due to organic mental disease, including Alzheimer's disease or related illnesses that requires continual supervision to protect oneself or others.

**Death Benefit Amount** means the Death Benefit Amount defined in the Certificate, excluding additional death benefits added by rider, but including such increases as may be necessary to comply with IRS Code Section 7702.

Elimination Period means the first 90 days of Benefit Period for which no benefits are payable.

**Home Health Care** means health care and other services provided in the residence by a Home Health Care Agency. For such Home Health Care services:

- Services must be provided outside of a Hospital or Long Term Care Facility.
- Services include: skilled nursing or other professional services, including, but not limited to, part-time and intermittent skilled nursing services, including the service of a home health aide; physical, speech, respiratory and occupational therapy; audiology services; nutritional services provided by a registered dietician; Personal Care services, Homemaker Services, Respite Care, and similar nonmedical services; medical services by a social worker; and other similar medical services and health-related support services.

**Home Health Care Agency** means an entity which provides care and services at the Insured's home or other residence, is primarily engaged in providing residential health care services under policies and procedures established by a group of professionals, including at least one Physician and one nurse, and:

- Is licensed by the appropriate licensing agency as a Home Health Care Agency;
- Is accredited as a Home Health Care Agency or as a provider of Home Health Care services by the National League of Nursing, American Public Health Association or Joint Commission on Accreditation of Health Care Organizations or their successor organization; and
- Is not an agency owned or operated by You, the Insured, or a member of the Immediate Family.

**Homemaker Services** means assistance with activities necessary to or consistent with the Insured's ability to remain in his or her residence, that is provided by a skilled or unskilled person under a Plan of Care developed by a Physician or a multidisciplinary team under medical direction.

**Hospice Services** means outpatient services not paid by Medicare, that are designed to provide palliative care, alleviate the physical, emotional, social, and spiritual discomforts of an individual who is experiencing the last phases of life due to the existence of a terminal disease, and to provide supportive care to the primary care giver and the family. Care may be provided by a skilled or unskilled person under a Plan of Care or a multidisciplinary team under medical direction.

**Hospital** means a facility which:

- Is licensed and operated as a hospital according to the laws of the jurisdiction in which it is located;
- Operates primarily for the care and treatment of sick or injured persons as in-patients; and
- Provides continuous, 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (RN),

# **Immediate Family** means:

- Your or the Insured's spouse/Domestic Partner: and
- Any of Your, Your spouse's/Domestic Partner's, or the Insured's or the Insured's spouse's/Domestic Partner's children, parents, grandparents, grandchildren, brothers, sisters, and their respective spouses/Domestic Partners.

**Injury** means damage or harm to or suffered by the Insured and which is a proximate cause of the injury, and which is not a Sickness.

# Intermediate Care Facility means a facility which:

- Is licensed, as required, and operated as an Intermediate Care Facility according to the laws of the jurisdiction in which it is located;
- Provides Intermediate Nursing Care by or under the supervision of a registered graduate professional nurse (RN) or a licensed practical nurse (LPN);
- Maintains a daily medical record of each patient; and
- Is not a facility owned or operated by You, the Insured, or a member of the Immediate Family.

**Intermediate Nursing Care** means active nursing and/or restorative rehabilitation services which may be given on less than a daily basis to treat a stabilized health condition. For such Intermediate Nursing Care:

- Such services must require the skills of licensed technical or professional personnel; and
- The care must be provided in an Intermediate Care Facility.

**Long Term Care Facility** means a Skilled Nursing Facility, an Intermediate Care Facility, or a Residential Care Facility. Long Term Care Facility does NOT mean:

- A Hospital, except when the Hospital in which the Insured is confined includes a nursing care facility and the Insured is confined in that part of the Hospital;
- A place that primarily treats drug addicts or alcoholics;
- A home for the aged or mentally ill, a community living center, or a place that primarily provides domiciliary, residency or retirement care; or
- A place owned or operated by You, the Insured, or a member of the Immediate Family.

**Medicare** means the "Health Insurance for the Aged Act", Title XVIII of the Social Security Amendments of 1965 as then constituted or later amended, or Title 1, Part I of Public Law 89-97, as enacted by the 89<sup>th</sup> Congress of the United States of America and popularly known as the Health Insurance for the Aged Act, as then constituted and any later amendments or substitutes thereof.

**Personal Care** means assistance with the Activities of Daily Living, including the instrumental Activities of Daily Living, provided by a skilled or unskilled person under a Plan of Care developed by a Physician or a multidisciplinary team under medical direction. "Instrumental Activities of Daily Living" include using the telephone, managing medications, moving about outside, shopping for essentials, preparing meals, laundry, and light housekeeping.

**Physician** means an individual, other than You, or the Insured or a member of Your or the Insured's Immediate Family, who is licensed to practice medicine and/or treat Sickness or Injury in the state in which treatment is received.

Plan of Care is a written document prepared and signed by a Physician which states that:

- The Insured needs assistance to perform at least two of the Activities of Daily Living; or the Insured needs
  continual supervision due to Cognitive Impairment; and
- The Insured is expected to need care for at least 90 days; and
- The recommended services are covered under this Rider.

**Pre-existing Condition** means a condition for which medical advise or treatment was recommended by, or received from a provider of health care services, within six (6) months immediately prior to the effective date of this Rider.

# Residential Care Facility means a facility which:

- Is licensed, as required, and operated as a Residential Care Facility according to the laws of the jurisdiction in which it is located;
- Provides Residential Nursing Care under the care and supervision of a registered graduate professional nurse (RN);
- Maintains a daily medical record of each patient; and
- Is not a facility owned or operated by You, the Insured, or a member of the Immediate Family.

**Residential Nursing Care** means care designed mainly to help a person in the Activities of Daily Living which does not require the continuous attention of trained medical or paramedical personnel. Such care may involve:

- The preparation of special diets; and
- Supervision or assistance in the Activities of Daily Living.

Such care must be provided in a Residential Care Facility.

**Respite** Care means short-term care provided in an institution, in the home, or in a community-based program, that is designed to relieve a primary care giver in the home.

**Sickness** means illness or disease that results in loss covered by this Rider.

**Skilled Nursing Care** means active nursing care and/or restorative rehabilitation services given to treat an unstable health condition. For such Skilled Nursing Care:

- There must be a care plan for the Insured's recovery carried out on a daily basis;
- Pending stabilization, the services must require the skills of licensed technical or professional personnel; and
- The care must be provided in a Skilled Nursing Facility.

# Skilled Nursing Facility means a place which:

- Is licensed, as required, and operated as a Skilled Nursing Facility according to the laws of the jurisdiction in which it is located;
- Provides Skilled Nursing Care under the supervision of a licensed Physician;
- Provides continuous, 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (RN):
- · Maintains a daily medical record for each patient; and
- Is not a facility owned or operated by You, the Insured, or a member of the Immediate Family.

# LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

We will pay benefits for Long Term Care Facility confinement, Assisted Living, Home Health Care and Adult Day Care services or Hospice Services for the person who is the Insured under the Certificate. It does not cover any other person.

When Benefits Begin: Benefits begin after the Insured has been confined in a Long Term Care or Assisted Living Facility or received Home Health Care or Adult Day Care services or received Hospice Services for 90 days. The first 90 days of confinement or services is the Elimination Period. No benefits are payable for confinement or services during this time. This 90 day period need not be continuous. It must, however, be entirely within one Benefit Period.

**Eligibility for the Payment of Benefits:** For benefits to be payable, the Insured must have a Plan of Care prescribed by a Physician who has determined services are necessary and such Plan of Care must be provided to Us. The Insured also must:

- Require assistance in two or more of the Activities of Daily Living; or
- Have Cognitive Impairment.

# LONG TERM CARE FACILITY BENEFIT

We will pay benefits for Long Term Care Facility confinement subject to the following conditions. The Insured must:

- · Meet the Eligibility for the Payment of Benefits provision; and
- Be confined in a Long Term Care Facility for Skilled Nursing Care, Intermediate Nursing Care, or Residential Nursing Care.

# **ASSISTED LIVING BENEFIT**

We will pay benefits for Assisted Living provided by an Assisted Living Facility subject to the following conditions. The Insured must:

- Meet the Eligibility for the Payment of Benefits provision; and
- Be receiving Assisted Living services at an Assisted Living Facility.

# **HOME HEALTH BENEFIT**

We will pay benefits for Home Health Care provided by a Home Health Care Agency subject to the following conditions. The Insured must:

- Meet the Eligibility for the Payment of Benefits provision; and
- Be receiving Home Health Care services by a Home Health Care Agency.

# **ADULT DAY CARE BENEFIT**

We will pay benefits for Adult Day Care provided by an Adult Day Care Center subject to the following conditions. The Insured must:

- Meet the Eligibility for the Payment of Benefits provision; and
- Be receiving Adult Day Care at an Adult Day Care Center.

### HOSPICE SERVICES BENEFIT

We will pay benefits for Hospice Services subject to the following condition. The Insured must:

Meet the Eligibility for the Payment of Benefits provision.

### **AMOUNT OF BENEFIT**

**Long Term Care Facility and Assisted Living Benefit:** For each Benefit Period the monthly Long Term Care Facility or Assisted Living Benefit is the greater of 4% of the Face Amount or 4% of the Death Benefit Amount at the end of the Elimination Period for that Benefit Period.

We will pay the Long Term Care Facility or Assisted Living Benefit for each month the Insured remains confined in a Long Term Care or Assisted Living Facility, following the Elimination Period, for up to 25 months for all Benefit Periods combined.

For a partial month of confinement, benefits are payable on a pro-rata basis; One-thirtieth (1/30th) of the monthly benefit will be paid for each 24 hour day of confinement. If a new confinement is within the same Benefit Period as a previous confinement, benefits are resumed at the previous amount of monthly benefit.

**Home Health Care and Adult Day Care Benefit:** For each Benefit Period, the monthly Home Health Care or Adult Day Care Benefit is the greater of 4% of the Face Amount or 4% of the Death Benefit Amount at the end of the Elimination Period for that Benefit Period.

We will pay a benefit for Home Health Care or Adult Day Care for each month the Insured receives such care, following the Elimination Period, for up to 25 months for all Benefit Periods combined.

Benefits are payable on a pro-rata basis. One thirtieth (1/30th) of the monthly benefit will be paid for each day of Home Health Care or Adult Day Care.

**Hospice Services Benefit:** For each Benefit Period, the monthly Hospice Services Benefit is the greater of 4% of the Face Amount or 4% of the Death Benefit Amount at the end of the Elimination Period for that Benefit Period.

We will pay a benefit for Hospice Services for each month the Insured receives such care, following the Elimination Period, for up to 25 months for all Benefit Periods combined.

Benefits are payable on a pro-rata basis. One thirtieth (1/30th) of the monthly benefit will be paid for each day of Hospice Services.

# **Benefit Exceptions and Limitations**

- Irrevocable Beneficiary: If the Certificate has an irrevocable Beneficiary(s), no rider benefits can be paid without the prior written consent of such Beneficiary(s).
- **Indebtedness:** In determining the monthly benefit amount payable, the Face Amount and Death Benefit Amount will first be reduced by the amount of any Indebtedness at the end of the Elimination Period.
- Assignment: Rider benefits payable are subject to and will be reduced by any assignment, or partial assignment of the Death Benefit Amount.
- Change in Amount of Benefit: After the start of the first Benefit Period the amount of benefit will be
  unaffected by changes in the Face Amount and Death Benefit Amount, except that if a Partial Surrender, a
  decrease in Face Amount, or a Certificate loan occurs at Your request, the amount of benefit for that Benefit
  Period will be redetermined. The revised benefit and future payments will be based on the Face Amount and
  Death Benefit Amount as they exist immediately following the Partial Surrender, decrease in Face Amount or
  loan.
- Maximum Lifetime Benefit: The total benefit payable for all Benefit Periods for all covered confinements and services combined cannot exceed the greater of the Death Benefit Amount or the Face Amount less Indebtedness, as of the start of the first Benefit Period.

**Example of Benefit:** Calculation of monthly benefit amounts is shown in the example below:

# Monthly payment if no Indebtedness

Death Benefit Amount at end of Elimination Period	\$100,000
Face Amount at end of Elimination Period	\$100,000
4% of Death Benefit Amount	\$4,000
Monthly Payment	\$4,000
Death Benefit Amount after 1st monthly payment	\$96,000
Death Benefit Amount after 2nd monthly payment	\$92,000
Monthly payment if Indebtedness	
Death Benefit Amount at end of Elimination Period	\$100,000
Face Amount at end of Elimination Period	\$100,000
Indebtedness	\$ - 6,000
Death Benefit Amount reduced by Indebtedness	\$94,000
4% of Death Benefit Amount reduced by Indebtedness	\$3,760
Monthly Payment	\$3,760
Death Benefit Amount after 1st monthly payment	\$90,240
Indebtedness after 1st monthly payment	\$5,760

Each monthly benefit payment reduced all Certificate Values 4%. Thus, the Indebtedness is reduced 4% of \$6,000 or \$240 for each monthly payment.

\$86,480

\$5,520

**Reduction of Certificate Values:** Each monthly or partial monthly payment under this Rider will reduce the following Certificate Values:

- Face Amount;
- Death Benefit Amount:

Death Benefit Amount after 2nd monthly payment

Indebtedness after 2nd monthly payment

- Accumulated Value;
- · Surrender charges; and
- Any Indebtedness.

Values will be reduced on a monthly basis by 4% of their value on the date benefits begin. A pro-rata reduction will be made for a partial month of payment.

The Death Benefit Amount will be calculated as described in the Certificate Definitions.

Monthly Rider Deduction: The Monthly Rider Deduction for any Rider month is equal to:

- The monthly cost per \$1,000 of Face Amount; multiplied by
- The Face Amount; divided by
- 1,000.

The monthly cost per \$1,000 of Face Amount for this Rider is determined on each Rider anniversary. Any change we make will be:

- Guaranteed for one year;
- Based on Our expectations as to future experience; and
- Based on a uniform basis for Insureds of the same age and class of risk.

Any change in monthly cost will not be a result of deterioration of health.

**Waiver of Monthly Deduction:** During the period We are paying benefits under this Rider, We will also waive the Monthly Deduction for the Certificate and all riders. The Certificate will remain in force while we are paying benefits under this Rider.

# **EXCLUSIONS AND LIMITATIONS**

This Rider does not pay benefits for loss:

- Incurred while residing or confined outside the United States and Canada;
- Due to alcoholism or drug addiction, unless the addiction results from administration of drugs for treatment prescribed by a Physician;
- For treatment provided in a government facility, unless otherwise required by law, services for which benefits are available under Medicare or other governmental programs (except Medi-Cal or Medicaid), any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no fault law, services provided by a member of the covered person's immediate family, and services for which no charge is normally made in the absence of insurance;
- Services provided by a member of the Insured's immediate family;
- Due to illness, treatment or medical conditions arising out of:
  - war or act of war (whether declared or undeclared);
  - participation in a felony, riot or insurrection;
  - service in the armed forces or units auxiliary thereto; or
  - suicide, whether or not the person had mental capacity to control what he or she was doing, attempted suicide or intentionally self-inflicted injury.

# **Pre-existing Condition Limitation**

This Rider does not pay benefits for loss due to a Pre-existing Condition that begins within the first six (6) months after the effective date of this Rider.

# CLAIMS

**Written Notice of Claim:** Written notice of claim must be given to Us within 30 days after a covered loss begins, or as soon as reasonably possible after that. The notice should contain Your name and Certificate number. Your notice should identify the Insured, and be sent to Us. Notice given by You, or on behalf of You or Your beneficiary to Us at 100 N Parkway, Suite 200, Sacramento CA 01605, shall be deemed notice to Us.

Claim Forms: After We receive written notice of claim, We will furnish claim forms within 15 days. If We do not, the claimant will have met the requirements for written proof of loss upon submitting a written statement of the extent and nature of the loss within the time limit stated in the Written Proof of Loss provision.

**Written Proof of Loss:** Written proof of loss must be sent to Us within 90 days after the end of a Grace Period for which benefits are claimed, or as soon thereafter as reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**Rights Not Waived:** None of the following actions shall waive or reduce any of Our rights in defense of a claim under this Rider:

- The acknowledgment by Us of receipt of notice of claim under this Rider;
- The furnishing of forms for filing proof of loss, or the acceptance of such proof; or
- The investigation of any claim under this Rider.

**Time of Payment of Claims**: After We receive written proof of loss, benefits will be paid monthly for the Benefit Period claimed. Any accrued benefits remaining unpaid when Our liability ends will be paid as soon as We receive proper written proof of loss. We will require periodic proof of continued eligibility and confinement during a claim.

**Payment of Claims:** Benefits will be paid to You unless they have been assigned elsewhere. Any accrued benefits unpaid at Your death will be paid to Your Beneficiary, or to Your estate, if no Beneficiary is named. We will provide You with a monthly report while You are on claim status.

**Appeal Process:** If You have any questions about any decisions related to Your coverage with Trustmark Insurance Company, You may call Us at (800) 918-8877. A Customer Service Representative will gladly assist You.

If the dispute is regarding a medical diagnosis or medical history, please take our denial/rescind letter to the attending physician whose records We used for our investigation. You should have the attending physician respond in writing to Trustmark, clarifying his or her diagnosis or prior treatment.

If a claim under this Rider is denied, We shall, within forty (40) days of the Your request, provide a written explanation of the reasons for the denial and make available all information directly related to that denial.

If the dispute is about medical information not submitted or received, please forward to Us the appropriate documentation with a letter of explanation.

Your written request should contain the issues and comments that are pertinent to Your claim and should be sent to:

Trustmark Insurance Company 100 N Parkway, Suite 200 Sacramento, CA 01605

Attn: Life Claims

**Physical Examination:** At Our own expense, We have the right to have the insured examined as often as reasonably necessary while the claim is pending.

**Legal Actions:** No legal action can be brought against Us within 90 days after the date written proof of loss is given. It cannot be brought after three years from the date written proof of loss is required to be given.

# THE CONTRACT

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

- The Monthly Deduction Day immediately following the day We receive Your written request for termination; or
- Upon termination of the Certificate. Such termination will not affect payments if the Insured is confined at the time of termination; or
- When We have paid benefits for the maximum number of months.

**Extension of Benefits:** The termination of benefits are without prejudice to any benefits payable for any claim, if such claim began while the accelerated death benefits were in force and continues without interruption after termination. Benefits payable under this provision is limited to the duration of the Benefit Period or to payment of the maximum benefits subject to all applicable provisions of this Rider.

**Grace Period:** The Grace Period in the Certificate also applies to this Rider.

**Reduction of Coverage:** At any time after the first year this Rider has been inforce, You have the right to exercise an option to retain this Rider while lowering the premium by reducing coverage. In the event of a premium increase, We will offer You the option to lower premiums and reduce coverage.

**Increase of Coverage:** Each anniversary date after the Rider effective date, You have the option to elect to pay an extra premium for a rider that increases coverage, subject to the maximum Face Amount of the life Policy and maximum age limitations. The increase is subject to evidence of insurability, and is subject to Our underwriting guidelines.

**Reinstatement:** If the Certificate is reinstated, this Rider may also be reinstated, subject to Our underwriting guidelines. The reinstated rider will cover only loss due to Sickness or Injury that occurs after the date of reinstatement. Except for this and any new Certificate provisions added due to reinstatement, both Your rights and Ours will be the same as before the Certificate lapsed.

If this Rider terminates for nonpayment of premium and the cause is due to Your Cognitive Impairment or loss of functional capacity, this Rider may be reinstated without evidence of insurability within five (5) months after the date of termination. You or any designated addressee must demonstrate to Us that failure to pay premium was unintentional and due to Your Cognitive Impairment or loss of functional capacity. Reinstatement is subject to the payment of past due premiums during which period the Certificate will continue in force, if the demonstration of Cognitive Impairment of loss of functional capacity is made.

**New Benefit Rights:** In the event that new benefits or benefits eligibility become available from Us, and You are not within the Elimination Period or currently receiving benefits under this Rider; We will:

Notify You of the availability of the new benefits within twelve (12) months, and

President

• Offer You new benefits or benefits eligibility, subject to evidence of insurability which meets Our underwriting guidelines and subject to the new premium associated with such benefit.

**Incontestability:** We cannot contest this Rider after it has been in force during the Insured's lifetime for two years from its effective date, except for nonpayment of premiums.

Any increase in coverage or reinstatement of coverage, as requested by application from You, shall begin a new two year contestable period for the amount of the increase or reinstated coverage from the effective date of such coverage.

TRUSTMARK INSURANCE COMPANY

Laura A. Derouin Corporate Secretary

# TRUSTMARK INSURANCE COMPANY "We, Us, and Our" 400 Field Drive Lake Forest, IL 60045-2581

(800) 918-8877

# LIFE INSURANCE BUYER'S GUIDE

This guide can help you get the most for your money when you shop for life insurance. It can help you answer questions about:

Buying Life Insurance

Deciding How Much You Need

Finding a Low Cost Policy

Things to Remember

This guide was prepared by the National Association of Insurance Commissioners according to their 1989 Model Regulation and reprinted by Trustmark Insurance Company.

The National Association of Insurance Commissioners is an association of state insurance regulatory officials. This association helps the various Insurance Departments coordinate insurance laws for the benefit of all consumers.

# This Guide Does Not Endorse Any Company or Policy

# **BUYING LIFE INSURANCE**

When you buy life insurance, you want coverage that fits your needs and doesn't cost too much.

First, decide how much you need - and for how long - and what you can afford to pay.

Next, find out what kinds of policies are available to meet your needs and pick the one that best suits you.

Then, find out what different companies charge for that kind of policy - for the amount of insurance you want. You can find important cost differences between life insurance policies by using **cost comparison indexes** as described in this guide.

It makes good sense to ask a life insurance agent or company to help you. An agent can be particularly useful in reviewing your insurance needs and in giving you information about the kinds of policies that are available. If one kind doesn't seem to fit your needs, ask about others.

This guide provides only basic information. You can get more facts from a life insurance agent or company at your public library.

What About Your Present Policy? Think twice before dropping a life insurance policy you already have to buy a new one.

It can be costly because much of what you paid in the early years of the policy you now have was used for the company's expense of selling and issuing the policy. This expense will be Incurred again for a new policy.

If you are older or your health has changed, premiums for the new policy will often be higher.

You may have valuable rights and benefits in your present policy that are not in the new one.

You might be able to change your present policy or even add to it to get the coverage or benefits you now want.

Check with the agent or company that issued your present policy - get both sides of the story. In any case, don't give up your present policy until you are covered by a new one.

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# **How Much Do You Need?**

To decide how much life insurance you need, figure out what your dependents would have if you were to die now, and what they would actually need. Your new policy should come as close to making up the difference as you can afford.

In figuring what you have, count your present insurance - including any group insurance where you work, Social Security or veterans insurance. Add other assets you have - savings, investments, real estate, and personal property.

In figuring what you need, think of income for your dependents - for family living expenses, educational costs and any other future needs. Think also of cash needs - for the expenses of a final illness and for paying taxes, mortgages or other debts.

# What Is The Right Kind?

All life insurance policies agree to pay an amount of money when you die. But all policies are not the same. Some provide permanent coverage and others temporary coverage. Some build up cash values and others do not. Some policies combine different kinds of insurance, and others let you change from one kind of insurance to another. Your choice should be based on your needs and what you can afford.

A wide variety of plans is being offered today. Here is a brief description of two basic kinds, term and whole life - and some combinations and variations You can get detailed information from a life insurance agent or company.

**Term Insurance** covers you for a **term** of one or more years. It pays a death benefit only if you die in that term. Term insurance generally provides the largest immediate death protection for your premium dollar.

Most term insurance policies are **renewable** for one or more additional terms, even if your health has changed. Each time you renew the policy for a new term, premiums will be higher. Check the premiums at older ages and how long the policy can be continued.

Many term insurance policies can be traded before the end of a **conversion period** for a whole life policy - even if you are not in good health. Premiums for the new policy will be higher than you have been paying for the term insurance.

Whole Life Insurance covers you for as long as you live. The most common type is called straight life or ordinary life insurance - you pay the same premiums for as long as you live. These premiums can be several times higher than you pay at first for the same amount of term insurance. But they are smaller than the premiums you would eventually pay if you were to keep renewing a term policy until your later years.

Some whole life policies let you pay premiums for a shorter period such as 20 years, or until age 65. Premiums for these policies are higher than for ordinary life insurance since the premium payments are squeezed into a shorter period.

Whole life policies develop cash values. If you stop paying premiums, you can take the cash or you can use the cash value to buy continuing insurance protection for a limited time or a reduced amount. (Some term policies that provide coverage for a long period also have cash values.)

You may borrow against the cash values by taking a policy loan. Any loan and interest on the loan that you do not pay back will be deducted from the benefits if you die, or from the cash values if you stop paying premiums.

**Combinations and Variations.** You can combine different kinds of insurance. For example, you can buy whole life insurance for lifetime coverage and add term insurance for the period of your greatest insurance needs. Usually the term insurance is on your life - but it can also be bought for your spouse or children.

**Endowment insurance** policies pay a sum or income to you if you live to a certain age. If you die before then, the death benefit is paid to the person you named as beneficiary.

Other policies may have special features which allow flexibility as to premiums and coverage. Some let you choose the death benefit you want and the premium amount you can pay. The kind of insurance and coverage period are determined by these choices.

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One kind of flexible premium policy, often called **universal life**, lets you vary your premium payments every year, and even skip a payment if you wish. The premiums you pay (less expense charges) go into a policy account that earns interest, and charges for the insurance are deducted from the account. Here, insurance continues as long as there is enough money in the account to pay the insurance charges.

**Variable life** is a special kind of insurance where the death benefits and cash values depend upon investment performance of one or more separate accounts. Be sure to get the prospectus provided by the company when buying this kind of policy. The method of cost comparison outlined in this Guide does not apply to policies of this kind.

# **Finding a Low Cost Policy**

After you have decided which kind of life insurance is best for you, compare similar policies from different companies to find which one is likely to give you the best value for your money. A simple comparison of the premiums is not enough. There are other things to consider. For example:

Do premiums or benefits vary from year to year?

How much cash value builds up under the policy?

What part of the premiums or benefits is not guaranteed?

What is the effect of interest on money paid and received at different times on the policy?

**Cost Comparison Index numbers**, which you get from life insurance agents or companies, take these sorts of items into account and can point the way to better buys.

**Cost Comparison Indexes.** There are two types of cost comparison index numbers. Both assume you will live and pay premiums for the next 10 or 20 years.

- 1. **The Surrender Cost Comparison Index** helps you compare costs over a 10 or 20 year period assuming you give up (surrender) the policy and take its cash value at the end of the period. It is useful if you consider the level of cash values to be of special importance to you.
- 2. The Net Payment Cost Comparison Index helps you compare costs over a 10 or 20 year period assuming you will continue to pay premiums on your policy and do not take its cash value. It is useful if your main concern is the benefits that are to be paid at your death.

The two index numbers are the same for a policy without cash values.

**Guaranteed and Illustrated Figures.** Many policies provide benefits on a more favorable basis than the minimum guaranteed basis in the policy. They may do this by paying dividends, or by charging less than the maximum premium specified. Or they may do this in other ways, such as by providing higher cash values or death benefits than the minimums guaranteed in the policy. In these cases the index numbers are shown on both a guaranteed and currently illustrated basis. The currently illustrated basis reflects the company's current scale of dividends, premiums or benefits. These scales can be changed after the policy is issued, so that the actual dividends, premiums or benefits over the years can be higher or lower than those assumed in the indexes on the currently illustrated basis.

Some policies are sold only on a **guaranteed** or **fixed cost** basis. These policies do not pay dividends; the premiums and benefits are fixed at the time you buy the policy and will not change.

**Using Cost Comparison Indexes.** The most important thing to remember is that a policy with smaller index numbers is generally a better buy than a similar policy with larger index numbers.

Compare index numbers only for similar policies - those which provide essentially the same benefits, with premiums payable for the same length of time. Make sure they are for your age and for the kind of policy and amount you intend to buy. Remember that no one company offers the lowest cost at all ages for all kinds and amounts of insurance.

Small differences in index numbers should be disregarded, particularly where there are dividends or non guaranteed premiums or benefits. Also, small differences could easily be offset by other policy features, or differences in the quality of service from the agent or company. When you find small differences in the indexes, your choice should be based on something other than cost.

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Finally, keep in mind that index numbers cannot tell you the whole story. You should also consider:

The pattern of policy benefits. Some policies have low cash values in the early years that build rapidly later on. Other polices have a more level cash value build - up. A year - by - year display of values and benefits can be very helpful. (The agent or company will give you a Policy Summary that will show benefits and premiums for selected years.)

Any special policy features that may be particularly suited to your needs.

The methods by which nonguaranteed values are calculated. For example, interest rates are an Important factor in determining policy dividends. In some companies dividends reflect the average Interest earnings on all policies whenever issued. In others, the dividends for policies issued in a recent year, or a group of years, reflect the interest earnings on those policies; in this case, dividends are likely to change more rapidly when interest rates change.

#### THINGS TO REMEMBER

Review your particular insurance needs and circumstances. Choose the kind of policy with the benefits that most closely fit your needs. Ask an agent or company to help you.

Be sure that the premiums are within your ability to pay. Don't look only at the initial premium, but take account of any later premium increase.

Ask about cost comparison index numbers and check several companies, which offer similar policies. Remember, smaller index numbers generally represent a better buy.

Don't buy life insurance unless you intend to stick with it. It can be very costly if you quit during the early years of the policy.

Read your policy carefully. Ask your agent or company about anything that is not clear to you.

Review your life insurance program with your agent or company every few years to keep up with changes in your income and your needs.

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# TRUSTMARK INSURANCE COMPANY TRUSTMARK UNIVERSAL LIFE FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE (FORM NO. GUL.205)

PREPARED FOR: JOHN DAVIS AGE: 30 MALE STANDARD

CERTIFICATE NUMBER: TULE\_CA

#### END OF YEAR PROJECTED VALUES - NUMERIC SUMMARY

Guaranteed Cost of Insurance and Interest at 1.5 %

Current Cost of Insurance and Current Interest at 3.0 % Average of Guaranteed and Current Cost of Insurance and Interest at 2.25 %

The last year of death benefit under guaranteed assumptions will be Certificate year 39, under current assumptions will be Certificate year 70, and under average assumptions will be Certificate year 49.

Current benefits and values are not guaranteed. The assumptions on which they are based are subject to change by the company. Actual results may be more or less favorable.

I have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The agent has told me they are not guaranteed.

Owner/Applicant Signature

Date

Presented by: Trustmark Insurance Company

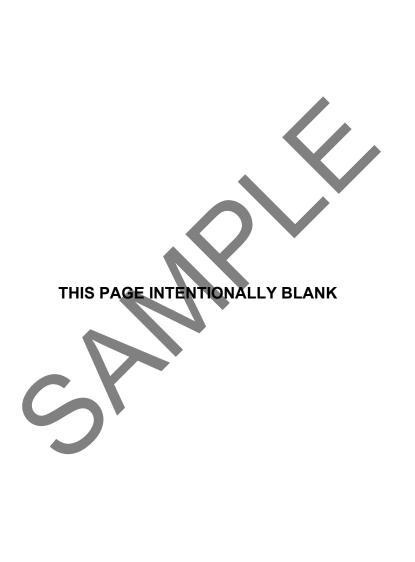
400 Field Drive

Lake Forest, IL 60045-2581

(800) 918-8877

This is an illustration, not a contract, and is not complete without all pages.





# TRUSTMARK INSURANCE COMPANY TRUSTMARK UNIVERSAL LIFE FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE (FORM NO. XXXX)

PREPARED FOR: JOHN DAVIS

#### NARRATIVE SUMMARY

TRUSTMARK UNIVERSAL LIFE is a flexible premium adjustable life insurance Certificate. This Certificate offers flexible premiums, flexible cash values and flexible death benefits. Premiums and death benefits are payable to age 100.

# RIDERS INCLUDED

#### ACCELERATED DEATH BENEFIT RIDER

You may request an acceleration of up to 75% of the Death Benefit Proceeds if you are diagnosed with a Terminal Illness which, in the best medical judgment of a Physician, will result in death within 24 months from the Date of Diagnosis.

#### SUPPLEMENTAL LIFE RIDER

Pays benefits for Long Term Care Facility confinement, Assisted Living, Home Health Care and Adult Day Care services. Payments will be based on the greater of Face Amount or Death Benefit at the end of the Elimination Period.

#### BENEFIT RESTORATION RIDER

Restores Certificate values that are reduced when the benefits are paid under the Home Health and Long Term Care Benefit.

# DEFINITIONS OF IMPORTANT TERMS AND COLUMN HEADINGS

CLIENT'S CLASS: This illustration assumes the insured is classified as MALE STANDARD with a 1.00 rating factor.

AGE: The covered individual's age as of the last birthday at the issue date of the benefit or rider.

YR: The Certificate year or duration since issue of the Certificate.

PREMIUM OUTLAY: The total premium assumed to be paid each Certificate year. There is no fixed premium requirement. The following premiums are based on the illustrated coverage amount at issue; later changes to the Certificate's benefits, whether illustrated or not, may alter the Certificate's premium limits.

The Payment Mode for the Certificate is WEEKLY (52)
This initial Modal Premium is

Premiums are assumed to be paid at the beginning of each month.

CASH VALUE: Equals the Accumulated Value less any Surrender Charge less any Indebtedness.

ACCUMULATED VALUE: On the Certificate Date this equals the premium received less the Percentage Expense Charge less the Monthly Deduction. On each Monthly Deduction day after the Certificate Date, this equals the Accumulated Value as of the last Monthly Deduction Day, plus interest Earned, plus premiums received, less Percentage Expense Charges, less Partial Surrenders, less the Monthly Deduction.

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# TRUSTMARK INSURANCE COMPANY TRUSTMARK UNIVERSAL LIFE FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE (FORM NO. XXXX)

PREPARED FOR: JOHN DAVIS

#### NARRATIVE SUMMARY

DEATH BENEFIT: If death occurs prior to the anniversary date on or after the Insured's 70th birth date, the Death Benefit Amount is the greater of the Face Amount on the date of death or the Minimum Death Benefit.

If death occurs on or after the anniversary date on or after the Insured's 70th birth date, the Death Benefit Amount is the greater of 1/3 of the Face Amount on the date of death or the Minimum Death Benefit.

GUARANTEED CHARGES AND INTEREST OF 1.5%: The Accumulated Value on any Certificate anniversary will be at least equal to what it would have been if the interest rate credited had always been 1.5% and the Guaranteed Monthly Cost of Insurance Rates multiplied by the Percentage Rating Factor, Guaranteed Maximum Monthly Administrative Fee, Guaranteed Percentage Expense Charge and Monthly Rider Deductions, if any, had always been in effect.

CURRENT NON-GUARANTEED CHARGES AND CURRENT INTEREST OF 3.0%: The Accumulated Value, Cash Value and Death Benefit in this section are not guaranteed. They assume that the current charges for life insurance coverage and the illustrated interest rates will apply for all years shown. This is not likely to occur. The assumptions on which these values are based are subject to change by the company. Actual results may be more or less favorable.

The Company currently charges less for life insurance coverage than the maximum amount per \$1,000 printed in the Certificate.

#### **GENERAL\_INFORMATION**

#### **NON-GUARANTEED VALUES**

This illustration assumes that the current illustrated non-guaranteed elements will continue unchanged for all years shown. This is not likely to occur, and actual results may be more or less favorable than those shown.

#### **LOAN VALUE**

At any time while this Certificate is in force. You may borrow from Us an amount which is equal to or less than the loan value. The loan value will be the Cash Value less Loan Interest on the amount to be borrowed to the Monthly Deduction Day following the next Monthly Deduction Day and an amount equal to two Monthly Deductions

Cash Values, Accumulated Values, and Death Benefits are assumed to be paid out at the end of the year.

This illustration describes values and benefits if premiums are paid on the date, and in the amounts shown on the tabular detail, assuming indicated interest and insurance cost.

This illustration complies with the definition of life insurance in I.R.C. Sec. 7702. The tax status of the Certificate, as it applies to the Certificate owner, should be reviewed each year. This illustration is not to be relied on for tax advice. Your personal legal and tax advisors should always be consulted.

The information in this illustration is subject to the terms and requirements of the Certificate.

THIS ILLUSTRATION WAS PREPARED FOR PRESENTATION IN CA

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# TRUSTMARK INSURANCE COMPANY TRUSTMARK UNIVERSAL LIFE FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE (FORM NO. GUL.205 )

PREPARED FOR: JOHN DAVIS AGE: 30 MALE STANDARD

CERTIFICATE NUMBER: TULE\_CA

# END OF YEAR PROJECTED VALUES - NUMERIC SUMMARY

Guaranteed Cost of Insurance and Interest at 1.5 % Current Cost of Insurance and Current Interest at 3.0 % Average of Guaranteed and Current Cost of Insurance and Interest at 2.25 %

The last year of death benefit under guaranteed assumptions will be Certificate year 39, under current assumptions will be Certificate year 70, and under average assumptions will be Certificate year 49.

Current benefits and values are not guaranteed. The assumptions on which they are based are subject to change by the company. Actual results may be more or less favorable.

I have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The agent has told me they are not guaranteed.

# RETAIN THIS COPY FOR YOUR RECORDS

Owner/Applicant Signature

Date

Presented by: Trustmark Insurance Company

400 Field Drive

Lake Forest, IL 60045-2581

(800) 918-8877

This is an illustration, not a contract, and is not complete without all pages.

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# TRUSTMARK INSURANCE COMPANY TRUSTMARK UNIVERSAL LIFE FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE (FORM NO. GUL.205)

PREPARED FOR: JOHN DAVIS INITIAL SPECIFIED AMOUNT:

AGE: 30 MALE STANDARD

END OF YEAR PROJECTED VALUES - TABULAR DETAIL

GUARANTEED
GUARANTEED CHARGES AND
INTEREST AT 1.5 %

NON-GUARANTEED CURRENT CHARGES AND CURRENT INTEREST AT 3.0 %

NON-GUARANTEED AVERAGE CHARGES AND CURRENT INTEREST AT 2.25

%

Non-guaranteed benefits and values are not guaranteed. The assumptions on which they are based are subject to change by the company. Actual results may be more or less favorable.



08-05-2014 Page 4 of 4



# **New Voluntary Coverage Survey**

Thank you for choosing Trustmark to provide your voluntary benefits! We are always looking for ways to improve the level of service you deserve. We would greatly appreciate it if you completed this short survey and returned it to us in the enclosed prepaid envelope. Should you have any questions regarding the survey, please contact us at (800) 918-8877 or email CustomerCare@trustmarksolutions.com.

1.	Is this the first time you were offered voluntary coverage?	Yes No
2.	Please select one or more reasons for your purchase.	Estate planning Affordability Product design Ease of payroll deduction Re-enrollment Other
3.	How did you apply for your new policy?	In-person enrollment Telephone Self-service kiosk
4.	When did you receive your policy?	1 to 3 weeks after enrollment 4 to 6 weeks after enrollment 7 to 12 weeks after enrollment
5.	Were you satisfied with the time it took to receive your policy?	Yes No
6.	How likely are you to recommend  Trustmark to a friend, family member or colleague?  NOT AT ALL LIKELY  1 0 1 2	VERY LIKELY 3 4 5 6 7 8 9 10
7.	If we need to get in touch with you, how would you prefer to receive future communications?  Phone Email Mail	
8.	Did the overall customer experience meet your expectations?	Yes No
	Optional: If you answered no, please provide us with your contact inform would like to discuss your experience.	pation if you
	Name (please print):	Telephone:
	Email:	Best time to call:

Additional comments/feedback:

# TRUSTMARK INSURANCE COMPANY 400 Field Drive Lake Forest, Illinois 60045

#### ACCELERATED DEATH BENEFIT RIDER

This Rider is made a part of the Certificate to which it is attached. It is issued in consideration of the application. Benefits provided by this Rider are subject to all of the terms, conditions, exclusions and limitations of the Certificate and accompanying Riders and endorsements, except as herein stated.

The Effective Date of this Rider is the same as the Certificate Date.

Notice: The Death Benefit Proceeds will be reduced if You receive an Accelerated Death Benefit. Receipt of the Accelerated Death Benefit may be taxable and assistance should be sought from a personal tax advisor.

#### **DEFINITIONS**

**Available Death Benefit** means the Death Benefit Proceeds that would be paid if the Insured had died on the date the Accelerated Death Benefit is paid.

Date of Diagnosis means the date a Terminal Illness is first determined and recorded by a Physician.

**Physician** means an individual, other than You, or the Insured or a member of Your or the Insured's Immediate Family, who is licensed to practice medicine and/or treat Sickness or Injury in the state in which treatment is received.

**Terminal Illness or Terminally Ill** means an incurable sickness, disease or condition which, in the best medical judgment of a Physician, will result in death within 24 months from the Date of Diagnosis.

#### **ACCELERATED DEATH BENEFIT**

We will pay the Accelerated Death Benefit when the Insured is diagnosed as Terminally III, subject to all of the following conditions:

The Certificate is in force on the Date of Diagnosis; If applicable, We receive written consent from any irrevocable beneficiary; and Any previously assigned Death Benefit Proceeds will not be accelerated.

The amount of the Accelerated Death Benefit will be:

Based on the Available Death Benefit as of the date this benefit is paid; and Limited to a maximum of 75 percent of the Available Death Benefit not to exceed \$225,000 less an administrative fee of \$200.

The maximum Accelerated Death Benefit provided by this Rider is payable only once.

#### EFFECT OF RIDER ON THE CERTIFICATE

On the date the Accelerated Death Benefit is paid, the Death Benefit Proceeds and Face Amount will be reduced by the amount of the Accelerated Death Benefit payment.

In addition, the Accumulated Value, Surrender Charges and any Indebtedness will be reduced by the same percentage of the Available Death Benefit as the Accelerated Death Benefit.

Premium payable for the Certificate and accompanying Riders, will be waived, and coverage is guaranteed to remain in force for the 24 months immediately following the date the Accelerated Death Benefit is paid or until the

Insured's death, whichever occurs first. If the Insured survives beyond 24 months, a proportionately reduced premium will be due in accordance with the applicable provisions, including any waiver of premium provision.

#### **BENEFIT PAYMENT**

The Accelerated Death Benefit will be paid upon receipt of proof of Terminal Illness satisfactory to Us. Such proof of Terminal Illness should include a claim form that We will furnish upon request.

The Accelerated Death Benefit will be paid to You, unless otherwise assigned. If We receive notice that the Insured died prior to payment of the Accelerated Death Benefit, benefits will be paid under the terms of the Certificate. We shall be discharged from liability to the extent of any payment made in good faith under this Rider.

#### **TERMINATION**

This Rider will automatically terminate on the earliest of:

The date the Accelerated Death Benefit is paid; or
The date the Certificate terminates.

#### REINSTATEMENT

If the Certificate is reinstated, then this Rider will be reinstated.

TRUSTMARK INSURANCE COMPANY

NOTICE: Benefits paid under this rider may or may not be taxable. Whether or not You or Your beneficiary incur a tax liability when benefits are paid depends on how the IRS interprets applicable portions of the Tax Code. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this benefit. Trustmark Insurance Company has no responsibility for any tax consequences of any benefits paid under this rider. This rider is not intended to be qualified long term care insurance within the meaning of the Internal Revenue Code of 1986.

NOTICE TO BUYER: THIS RIDER MAY NOT COVER ALL OF THE COSTS ASSOCIATED WITH HOME HEALTH OR LONG TERM CARE INCURRED BY THE BUYER DURING THE PERIOD OF COVERAGE. THE BUYER IS ADVISED TO REVIEW CAREFULLY ALL RIDER LIMITATIONS.

THIS RIDER IS NOT APPROVED FOR MEDICAID ASSET PROTECTION UNDER THE ILLINOIS LONG TERM CARE PARTNERSHIP PROGRAM. HOWEVER, THIS RIDER IS AN APPROVED TRADITIONAL LONG TERM CARE RIDER UNDER STATE INSURANCE REGULATIONS. FOR INFORMATION ABOUT POLICIES OR CERTIFICATES APPROVED UNDER THE ILLINOIS TRADITIONAL LONG TERM CARE PARTNERSHIP PROGRAM, CALL THE SENIOR HELPLINE AT THE DEPARTMENT ON AGING AT 1-800-252-8966.

# TRUSTMARK INSURANCE COMPANY 400 Field Drive, Lake Forest, IL 60045

#### HOME HEALTH AND LONG TERM CARE BENEFIT RIDER

This rider provides an accelerated death benefit. Each benefit payment under this rider will reduce the following Certificate Values: Face Amount, Death Benefit Amount, Accumulated Value, Surrender Charges and Any Indebtedness

This rider is part of the Certificate to which it is attached. It is issued in consideration of the application and the required payment for this rider. The premium is shown on the Schedule. The Monthly Rider Deduction for this rider will be deducted from the Accumulated Value.

This rider is subject to all of the terms, conditions, exclusions and limitations of the Certificate, except as herein stated. The Effective Date of this rider is the same as the Certificate Date, unless otherwise specified. If this rider is added to the Certificate after the Certificate Date, the Monthly Rider Deduction and Effective Date for this rider will be shown on an endorsement. The Certificate determines the benefits under this rider. If this rider is added to existing coverage that includes a Home Health and/or Long Term Care Benefits Rider, said rider will terminate on this rider's Effective Date.

#### TERMS UNDER WHICH RIDER MAY BE RETURNED AND PREMIUM REFUNDED.

You may return the rider within 30 days after You receive it, and We will refund any cost of insurance which You paid for the rider.

**CAUTION:** The issuance of this Home Health and Long Term Care Rider is based upon Your answers to the questions in Your application. A copy of Your application is enclosed or was retained by You when You applied for this rider. If Your answers are incorrect or untrue, or if material information was omitted in such answers, then We have the right to deny rider benefits or to rescind Your coverage under this rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact Us at: 400 Field Drive, Lake Forest, Illinois 60045.

#### **RENEWABILITY**

We may not cancel or reduce coverage under this rider. Only You can request termination of this rider. Unless You do, it will remain in force for as long as the Certificate remains in force.

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#### **DEFINITIONS**

**Activities of Daily Living** means any of the following basic human functional abilities required for the Insured to remain independent.

Bathing;

Continence;

Dressing;

Eating;

Going to the toilet; and

Transferring.

**Adult Day Care** means adult day care services which are provided at an Adult Day Care Center. For such Adult Day Care:

A Physician must certify that it is Medically Necessary due to Sickness or Injury.

The care must be provided in an Adult Day Care Center.

Adult Day Care Center means a facility which provides Adult Day Care and meets all of the following tests:

It is licensed, accredited or certified by the appropriate governing body, if necessary;

It operates at least 5 days a week for at least 6 hours a day and is not an overnight facility;

It maintains a written record for each client which includes a plan of care and a record of all services provided;

It has established procedures for obtaining appropriate aid in the event of a medical emergency;

It has formal arrangements for providing services of: a Physician; a dietician; a licensed

physical therapist; a licensed speech therapist; and licensed occupational therapist;

Its staff includes a full time director; and one or more nurses in attendance during operating hours for at least 4 hours a day; and enough full time staff members to maintain a client-to-staff ratio of 8 or less to 1; and

Is not a place owned or operated by You, the Insured, or a member of the Immediate Family.

**Assisted Living** means assisted living services which are provided at an Assisted Living Facility. For such Assisted Living:

A Physician must certify that it is Medically Necessary due to Sickness or Injury.

The care must be provided in an Assisted Living Facility

Assisted Living Facility means a facility that provides a combination of housing and personalized health care in a professionally managed group-living environment designed to respond to the individual needs of persons who require assistance with Activities of Daily Living. This type of facility is specifically designed to promote maximum independence and dignity in the most residential and homelike setting possible. It may be all or part of a building that houses a few or several hundred persons, or a distinct part of a residential campus.

**Benefit Period** means continuous or successive terms of Long Term Care Facility confinement, Assisted Living, Home Health Care or Adult Day Care services which:

Are due to the same or related conditions;

Are not separated by more than six months; and

Occur while this rider is in force.

If separated by six months or more, a new Benefit Period begins, subject to a new Elimination Period.

If more than one Injury or Sickness causes a concurrent Benefit Period, only one monthly benefit amount is payable per month of confinement.

**Cognitive Impairment** means deterioration or loss of intellectual capacity as measured by clinical evidence and standardized tests which measure impairment in the areas of:

Short or long term memory;

Orientation as to person, place and time;

Deductive and abstract reasoning; and Judgment as it relates to safety awareness.

Complications of Pregnancy are conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. Such conditions include acute nephritis, nephrosis, cardiac decompensation, pre-eclampsia, hyperemesis gravidarum, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also means non-elective caesarean section, ectopic pregnancy which is terminated, and spontaneous termination of pregnancy when a viable birth is not possible.

Complications of Pregnancy does not include false labor, occasional spotting, physician-prescribed rest during the period of pregnancy, morning sickness, and similar conditions associated with the management of a difficult pregnancy and not constituting a distinctly diagnosed Complication of Pregnancy.

**Death Benefit Amount** means the Death Benefit Amount defined in the Certificate, excluding additional death benefits added by rider, but including such increases as may be necessary to comply with IRS Code Section 7702.

Elimination Period means the first 90 days of a Benefit Period for which no benefits are payable.

**Home Health Care** means health care and other services provided by a Home Health Care Agency. For such Home Health Care services:

Services must be given according to a written diagnosis and plan of care or individual assessment and plan of care: and

Services must be provided outside of a Hospital or Long Term Care Facility.

Services include: nursing services under the direction of a registered nurse, including the service of a home health aide; physical, speech, respiratory and occupational therapy; nutritional services provided by a registered dietician; personal care services, homemaker services, and similar nonmedical services; medical social services; and other similar medical services and health-related support services.

**Home Health Care Agency** means an entity which provides care and services at the Insured's home or other reisidence, is primarily engaged in providing residential health care services under policies and procedures established by a group of professionals, including at least one Physician and one nurse, and:

Is licensed by the appropriate licensing agency as a Home Health Care Agency;

Is accredited as a Home Health Care Agency or as a provider of Home Health Care services by the National League of Nursing, American Public Health Association or Joint Commission on Accreditation of Health Care Organizations or their successor organization;

Is certified by Medicare as a Home Health Care Agency; and

Is not an agency owned or operated by You, the Insured, or a member of the Immediate Family.

# Hospital means a facility which:

Is licensed and operated as a hospital according to the laws of the jurisdiction in which it is located; Operates primarily for the care and treatment of sick or injured persons as in-patients; and Provides continuous, 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (RN).

# Immediate Family means:

Your or the Insured's spouse; and

Any of Your, Your spouse's, or the Insured's or the Insured's spouse's children, parents, grandparents, grandchildren, brothers, sisters, and their respective spouses.

**Injury** means accidental bodily injury that results directly and independently of all other causes in loss covered by this rider.

#### Intermediate Care Facility means a facility which:

Is licensed, as required, and operated as an Intermediate Care Facility according to the laws of the jurisdiction in which it is located;

Provides Intermediate Nursing Care by or under the supervision of a registered graduate professional nurse (RN) or a licensed practical nurse (LPN);

Maintains a daily medical record of each patient; and

Is not a facility owned or operated by You, the Insured, or a member of the Immediate Family.

**Intermediate Nursing Care** means active nursing and/or restorative rehabilitation services which may be given on less than a daily basis to treat a stabilized health condition. For such Intermediate Nursing Care:

A Physician must certify that such is Medically Necessary due to Sickness or Injury; Such services must require the skills of licensed technical or professional personnel; and The care must be provided in an Intermediate Care Facility.

**Long Term Care Facility** means a Skilled Nursing Facility, an Intermediate Care Facility, or a Residential Care Facility. Long Term Care Facility does NOT mean:

A Hospital, except when the Hospital in which the Insured is confined includes a nursing care facility and the Insured is confined in that part of the Hospital;

A place that primarily treats drug addicts or alcoholics;

A home for the aged or mentally ill, a community living center, or a place that primarily provides domiciliary, residency or retirement care; or

A place owned or operated by You, the Insured, or a member of the Immediate Family.

### Medically Necessary means a service or supply which:

Is appropriate and consistent with the diagnosis of a Physician in accordance with accepted standards of local community medical practice; and

Could not be omitted without adversely affecting the Insured's condition or the quality of medical care.

Medicare means Title XVIII of the Social Security Act, as amended.

# Net Amount at Risk means the greater of:

The Face Amount divided by 1.002, less the Accumulated Value;

The Death Benefit Amount divided by 1.002, less the Accumulated Value; or

The Minimum Death Benefit divided by 1.002, less the Accumulated Value.

**Physician** means an individual, other than You, or the Insured or a member of Your or the Insured's Immediate Family, who is licensed to practice medicine and/or treat Sickness or Injury in the state in which treatment is received.

Pre-existing Condition means during the six (6) months immediately prior to the Effective Date of this rider:

A Sickness or Injury for which medical care, diagnosis or advice was received or recommended; or the existence of symptoms which would have caused an ordinarily prudent person to seek medical care, treatment, diagnosis or advice. If this rider provides replacement coverage for other long term care coverage, credit will be given for any pre-existing time period satisfied under the prior coverage.

#### **Residential Care Facility** means a facility which:

Is licensed, as required, and operated as a Residential Care Facility according to the laws of the jurisdiction in which it is located;

Provides Residential Nursing Care under the care and supervision of a registered graduate professional nurse (RN);

Maintains a daily medical record of each patient; and

Is not a facility owned or operated by You, the Insured, or a member of the Immediate Family.

**Residential Nursing Care** means care designed mainly to help a person in the Activities of Daily Living which does not require the continuous attention of trained medical or paramedical personnel. A Physician must certify that such care is Medically Necessary. Such care may involve:

The preparation of special diets; and

Supervision or assistance in the Activities of Daily Living.

Such care must be provided in a Residential Care Facility.

Sickness means illness or disease that results in loss covered by this rider.

**Skilled Nursing Care** means active nursing care and/or restorative rehabilitation services given to treat an unstable health condition. For such Skilled Nursing Care:

A Physician must certify that it is Medically Necessary due to Sickness or Injury;

There must be a care plan for the Insured's recovery carried out on a daily basis;

Pending stabilization, the services must require the skills of licensed technical or professional personnel; and

The care must be provided in a Skilled Nursing Facility.

### Skilled Nursing Facility means a place which:

Is licensed, as required and operated as a Skilled Nursing Facility according to the laws of the jurisdiction in which it is located;

Provides Skilled Nursing Care under the supervision of a licensed Physician;

Provides continuous, 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (RN);

Maintains a daily medical record for each patient; and

Is not a facility owned or operated by You, the Insured, or a member of the Immediate Family.

#### **CONDITIONS ON ELIGIBILITY FOR BENEFITS**

We will pay benefits for Long Term Care Facility confinement, Assisted Living, Home Health Care and Adult Day Care services for the person who is the Insured under the Certificate. It does not cover any other person.

When Benefits Begin: Benefits begin after Insured has been confined in a Long Term Care or Assisted Living Facility or received Home Health Care or Adult Day Care services for 90 days. The first 90 days of confinement or services is the Elimination Period. No benefits are payable for confinement or services during this time. This 90 day period need not be continuous. It must, however, be entirely within one Benefit Period.

Conditions for Payment: For benefits to be payable, the Insured must:

Require assistance in two or more of the Activities of Daily Living; or Have Cognitive Impairment.

# LONG TERM CARE FACILITY BENEFIT

We will pay benefits for Long Term Care Facility confinement subject to the following conditions. The Insured must:

Meet the Conditions for Payment; and

Be confined in a Long Term Care Facility for Skilled Nursing Care, Intermediate Nursing Care, or Residential Nursing Care.

#### **ASSISTED LIVING BENEFIT**

We will pay benefits for Assisted Living provided by an Assisted Living Facility subject to the following conditions. The Insured must:

Meet the conditions for Payment, and

Be receiving Assisted Living services at an Assisted Living Facility.

#### **HOME HEALTH BENEFIT**

We will pay benefits for Medically Necessary Home Health Care provided by a Home Health Care Agency subject to the following conditions. The Insured must:

Meet the Conditions for Payment; and

Be receiving Home Health Care services by a Home Health Care Agency.

#### ADULT DAY CARE BENEFIT

We will pay benefits for Adult Day Care provided by an Adult Day Care Center subject to the following conditions. The Insured must:

Meet the Conditions for Payment; and Be receiving Adult Day Care at an Adult Day Care Center.

#### **AMOUNT OF BENEFIT**

**Long Term Care Facility and Assisted Living Benefit:** For each Benefit Period the monthly Long Term Care Facility or Assisted Living Benefit is the greater of 4% of the Face Amount or 4% of the Death Benefit Amount at the end of the Elimination Period for that Benefit Period.

We will pay the Long Term Care Facility or Assisted Living Benefit for each month the Insured remains confined in a Long Term Care or Assisted Living Facility, following the Elimination Period, for up to 25 months for all Benefit Periods combined.

For a partial month of confinement, benefits are payable on a pro-rata basis; One-thirtieth (1/30th) of the monthly benefit will be paid for each 24 hour day of confinement. If a new confinement is within the same Benefit Period as a previous confinement, benefits are resumed at the previous amount of monthly benefit.

**Home Health Care and Adult Day Care Benefit:** For each Benefit Period, the monthly Home Health Care or Adult Day Care Benefit is the greater of 4% of the Face Amount or 4% of the Death Benefit Amount at the end of the Elimination Period for that Benefit Period.

We will pay a benefit for Home Health Care or Adult Day Care for each month the Insured receives such care, following the Elimination Period, for up to 25 months for all Benefits Periods combined.

Benefits are payable on a pro-rata basis. One thirtieth (1/30th) of the monthly benefit will be paid for each day of Home Health Care or Adult Day Care.

### **Benefit Exceptions and Limitations**

**Irrevocable Beneficiary:** If the Certificate has an irrevocable Beneficiary(s), no rider benefits Can be paid without the prior written consent of such Beneficiary(s).

**Indebtedness:** In determining the monthly benefit amount payable, the Face Amount and Death Benefit Amount will first be reduced by the amount of any Indebtedness at the end of the Elimination Period. **Assignment:** Rider benefits payable are subject to and will be reduced by any assignment, or partial assignment of the Death Benefit Amount.

Change in Amount of Benefit: After the start of the first Benefit Period the amount of benefit will be unaffected by changes in the Face Amount and Death Benefit Amount, except that if a Partial Surrender, A decrease in Face Amount, or a Certificate loan occurs at Your request, the amount of benefit for that Benefit Period will be redetermined. The revised benefit and future payments will be based on the Face Amount and Death Benefit Amount as they exist immediately following the Partial Surrender, decrease in Face Amount or loan.

**Example of Long Term Care Facility, Assisted Living, Home Health Care or Adult Day Care Benefit:** Calculation of monthly benefit amounts is shown in the example below.

#### Monthly payment if no Indebtedness

Death Benefit Amount at end of Elimination Period	\$100,000
Face Amount at end of Elimination Period	\$100,000
4% of Death Benefit Amount	\$4,000
Monthly Payment	\$4,000
Death Benefit Amount after 1st monthly payment	\$96,000

Death Benefit Amount after 2nd monthly payment	\$92,000
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#### Monthly payment if Indebtedness

Death Benefit Amount at end of Elimination Period	\$100,000
Face Amount at end of Elimination Period	\$100,000
Indebtedness	\$-6,000
Death Benefit Amount reduced by Indebtedness	\$94,000
4% of Death Benefit Amount reduced by Indebtedness	\$3,760
Monthly Payment	\$3,760
Death Benefit Amount after 1st monthly payment	\$90,240
Indebtedness after 1st monthly payment	\$5,760
Death Benefit Amount after 2nd monthly payment	\$86,480
Indebtedness after 2nd monthly payment	\$5,520

Each Long Term Care Facility, Assisted Living, Home Health Care or Adult Day Care monthly benefit payment reduced all Certificate Values 4%. Thus, the Indebtedness is reduced 4% of \$6,000 or \$240 for each monthly payment.

**Reduction of Certificate Values:** Each monthly or partial monthly payment under this rider will reduce the following Certificate Values:

Face Amount; Death Benefit Amount; Accumulated Value; Surrender charges; and Any Indebtedness.

Values will be reduced on a monthly basis by 4% of their value on the date benefits begin. A pro-rata reduction will be made for a partial month of payment.

The Death Benefit Amount will be calculated as described in the Certificate Definitions.

**Monthly Rider Deduction:** the Monthly Rider Deduction for any rider month is equal to:

The monthly cost per \$1,000 of Net Amount at Risk; multiplied by The Net Amount at Risk; divided by 1.000.

The monthly cost per \$1,000 of Net Amount at Risk for this rider is determined on each rider anniversary. Any change we make will be:

Guaranteed for one year;

Based on Our expectations as to future experience;

Based on a uniform basis for Insureds of the same age and class of risk; and

For those Insureds whose coverage has been in force the same length of time.

Any change in monthly cost will not be a result of deterioration of health.

**Waiver of Monthly Deduction:** During the period We are paying benefits under this rider, We will also waive the Monthly Deduction for the Certificate and all riders. The Certificate will remain in force while we are paying benefits under this rider.

#### **EXCLUSIONS AND LIMITATIONS**

This rider does not pay benefits for loss:

Due to a Pre-existing Condition that starts during the first six (6) months after the application date for this rider.

Due to mental, psychoneurotic or personality disorders without clinically diagnosed organic disease.

However, nervous or mental disorders which are caused by clinically diagnosed organic disease, such as Alzheimers's Disease and related degenerative and dementing illnesses are covered.

Incurred while residing or confined outside the United States and Canada.

Due to chronic alcohol or drug addiction, unless the addiction results from administration of drugs for treatment prescribed by a Physician.

In any facility contracted for or operated by the United States Government when there is no cost to the Insured.

In any facility for which no charge is made to the Insured.

Due to illness, treatment or medical conditions arising out of:

war or act of war (whether declared or undeclared);

participation in a felony, riot or insurrection;

service in the armed forces or units auxiliary thereto:

attempted suicide or intentionally self-inflicted Injury; or

normal pregnancy and childbirth. However, Complications of Pregnancy are considered as Sickness under this rider.

Which does not satisfy all the conditions stated in the provision captioned Conditions on Eligibility for Benefits.

#### **CLAIMS**

**Written Notice of Claim:** Written notice of claim must be given to Us within 30 days after a covered loss begins, or as soon as reasonably possible after that. The notice should contain Your name and Certificate number.

Your notice should identify the Insured, and be sent to Us.

**Claim Forms:** After We receive written notice of claim, We will furnish claim forms within 15 days. If We do not, the claimant will have met the requirements for written proof of loss upon submitting a written statement of the extent and nature of the loss within the time limit stated in the Written Proof of Loss provision.

**Written Proof of Loss:** Written proof of loss must be sent to Us within 90 days after the end of a Grace Period for which benefits are claimed. If that is not reasonably possible, the claim will not be affected. Unless the claimant is legally incapacitated, written proof must be given within one year following the 90 day period for submitting written proof of loss.

Rights Not Waived: None of the following actions shall waive or reduce any of Our rights in defense of a claim under this rider:

The acknowledgment by Us of receipt of notice of claim under this rider;

The furnishing of forms for filing proof of loss, or the acceptance of such proof, or

The investigation of any claim under this rider.

**Time of Payment of Claims:** After We receive written proof of loss, benefits will be paid monthly for the Benefit Period claimed. Any accrued benefits remaining unpaid when Our liability ends will be paid as soon as We receive proper written proof of loss. We will require periodic proof of continued eligibility and confinement during a claim. Claims will be paid without interest within 30 days following receipt of due proof of loss. After 30 days, interest will be paid at the rate of 9% per annum from the 30th day to the date of payment. Interest amounting to less than \$1 will not be paid.

**Payment of Claims:** Benefits will be paid to You unless they have been assigned elsewhere. Any accrued benefits unpaid at Your death will be paid to Your Beneficiary, or to Your estate, if no Beneficiary is named.

Physical Examination: At Our own expense, We have the right to have the Insured examined as often as

reasonably necessary while the claim is pending.

**Legal Actions:** No legal action can be brought against Us within 60 days after the date written proof of loss is given. It cannot be brought after three years from the date written proof of loss is required to be given.

#### THE CONTRACT

**Termination of Rider:** This rider will terminate on the earliest of the following:

The Monthly Deduction Day immediately following the day We receive Your written request for termination; or

Upon termination of the Certificate. Such termination will not affect payments if the Insured Is confined at the time of termination; or

When We have paid benefits for the maximum number of months.

**Grace Period:** The Grace Period in the Certificate also applies to this rider.

**Reinstatement:** If the Certificate is reinstated, this rider may also be Reinstated, subject to our approval. The reinstated rider will cover only loss due to Sickness or Injury that occurs after the date of reinstatement. Except for this and any new Certificate provisions added due to reinstatement, both Your rights and Ours will be the same as before the Certificate lapsed.

**Incontestability:** We cannot contest this rider after it has been in force during the Insured's lifetime for two years from its Effective Date, except for nonpayment of premium.

Any increase in coverage or reinstatement of coverage, as requested by application from You, shall begin a new two year contestable period for the amount of the increase or reinstated coverage from the effective date of such coverage.

#### TRUSTMARK INSURANCE COMPANY

# TRUSTMARK INSURANCE COMPANY 400 Field Drive Lake Forest IL 60045

#### BENEFIT RESTORATION RIDER

This rider is part of the Certificate to which it is attached. It is issued in consideration of the application and the payment of the required premium for this rider. The premium is shown on the Schedule. The monthly premium for this rider will be deducted from the Accumulated Value as the monthly deduction for this rider.

This rider is subject to all of the terms, conditions, exclusions and limitations of the Certificate and the Home Health and Long Term Care Benefit Rider, except as stated herein. The Effective Date of this rider is the same as the Effective Date of the Home Health and Long Term Care Benefit Rider if You applied for both riders on the same application. If this rider is added to the Certificate after the Certificate Date, the premium and Effective Date for this rider will be shown on an endorsement.

#### **BENEFIT**

100% of the following Certificate Values will be restored under this rider:

Face Amount; Death Benefit Amount; Accumulated Value; and Surrender Charges.

### **RESTORATION**

The Certificate Values will be restored while this rider, the Certificate and the Home Health and Long Term Care Benefit Rider are in force. The restored Certificate Values shall equal 100% of the amount of the Certificate Values which were reduced when benefits were paid under the Home Health and Long Term Care Benefit Rider.

The initial restoration of the Benefit shall be made following the first full month for which benefits are paid under the Home Health and Long Term Care Benefit Rider. Subsequent restoration shall be made on a monthly basis coinciding with the payment of benefits under the Home Health and Long Term Care Benefit Rider. The aggregate amount of the restored Certificate Values shall, at no time, exceed 100% of the aggregate reduction in the Certificate Values for benefits paid under the Home Health and Long Term Care Benefit Rider.

#### REINSTATEMENT

If this rider lapses, it may be reinstated if the Certificate and Home Health and Long Term Care Rider are reinstated, subject to Our approval.

### **INCONTESTIBILITY**

We cannot contest this rider after it has been in force during the Insured's lifetime for two years from its Effective Date.

Any increase in coverage or reinstatement of coverage, as requested by application from You, shall begin a new two year contestable period for the amount of the increase or reinstated coverage from the effective date of such coverage.

# **TERMINATION**

This rider will terminate on the earliest of the following:

The Monthly Deduction Day immediately following the day We receive Your written request for termination;or

The date the Home Health and Long Term Care Benefit Rider terminates; or The date We pay all benefits under this rider; or The date the Certificate terminates.

# TRUSTMARK INSURANCE COMPANY