

TRUSTMARK INSURANCE COMPANY  
"We, Us, and Our"  
400 Field Drive  
Lake Forest, IL 60045-2581  
(866) 813-7192

GROUP TERM LIFE INSURANCE CERTIFICATE  
WITH ACCELERATED BENEFITS

This is Your certificate of insurance (Certificate) while You are insured. It explains the rights and benefits that are determined by the Policy. The Policy has been issued to the Policyholder to insure eligible employees and dependents of Participating Employers.

We will pay the Death Benefit to the Beneficiary if the Insured dies while this Certificate is in force. Payment will be made after We receive due proof of the Insured's death. Payment is subject to the terms of the Policy and this Certificate.

A copy of the Policy is on file with the Policyholder and You may inspect it during regular business hours.

This Certificate was issued on the basis that the information on Your application was correct and complete. If any information on the application was not correct, write to Us within 10 days of receipt of this Certificate. An error or omission may result in loss of coverage as of the Certificate Effective Date. Your Certificate Effective Date may differ from the Participating Employer's effective date.

**Right to Examine:** If You are not satisfied with this Certificate, You can return it to Us at the address above, or to Your agent within 30 days after You receive it. The Certificate will then be canceled and any premium paid will be refunded.

FURTHER INFORMATION REGARDING YOUR COVERAGE IS GIVEN ON THE PAGES THAT FOLLOW. THIS CERTIFICATE IS EVIDENCE OF YOUR COVERAGE. IT IS NOT THE INSURANCE POLICY.

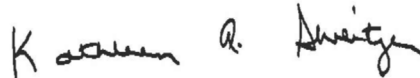
YOUR COVERAGE IS INSURED AND UNDERWRITTEN BY TRUSTMARK INSURANCE COMPANY. ALL BENEFIT CLAIMS SHOULD BE SUBMITTED TO TRUSTMARK AND ALL QUESTIONS REGARDING YOUR COVERAGE SHOULD BE DIRECTED TO TRUSTMARK.

PLEASE READ YOUR CERTIFICATE CAREFULLY

TRUSTMARK INSURANCE COMPANY



Erich  
Steinberg  
President



Kathleen A. Sweitzer  
Secretary

**This Certificate includes accelerated death benefits. The Death Benefit and premium will be reduced if accelerated death benefits are paid. Accelerated death benefits may be taxable. We recommend consulting a tax advisor before exercising this option. Benefits provided by this Certificate are designed with the intent to qualify for favorable tax treatment under Section 101(g) of the Internal Revenue Code.**

Group Term Life Insurance to Attained Age 121. Death benefit reduces at the later of Attained Age 70 or 10 years after the Certificate Effective Date. Coverage is nonparticipating and does not provide for payment of dividends, cash surrender values or loan values.

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SAMPLE

**CERTIFICATE SCHEDULE**

**Policyholder:** Voluntary Benefits Multiple Employer/Union Group Insurance (AR) Trust

**Participating Employer:** ABC Company

**Group Number:** 123456

**Insured:** John Doe

**Issue Age:** 35

**Certificate Number:** 123456

**Certificate Effective Date:** June 1, 20xx

**Rate Class:** Non-Tobacco

**Total Initial Premium:** \$xx.xx

**Premium Payable:** Monthly

**Expiry Date:** June 1, 2xxx

**Vesting Period:** 10 years

**Face Amount:** \$XXX.XX

**OWNER AND BENEFICIARY ARE AS DESIGNATED IN THE APPLICATION UNLESS SUBSEQUENTLY CHANGED**

**BENEFITS:**

Initial Death Benefit \$XXXX.XX  
The Death Benefit will decrease by 67% at the later of Attained Age 70 or 10 years after the Certificate Effective Date.

Interim Coverage

Terminal Illness Accelerated Death Benefit

Additional Services

Annual Premium \$ XX.XX

<b>Rider</b>	<b>Benefit Amount</b>	<b>Annual Premium</b>
Long-Term Care Accelerated Death Benefit with Benefit Restoration and Extension of Long-Term Care Accelerated Death Benefit Rider	See Rider Benefit Provisions	\$XX.XX

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**CERTIFICATE SCHEDULE, CONTINUED  
SCHEDULE OF GUARANTEED NONFORFEITURE BENEFITS**

Certificate Year	Attained Age	Reduced Paid-Up Term Insurance		Extended Term Insurance		Certificate Year	Attained Age	Reduced Paid-Up Term Insurance		Extended Term Insurance	
		Years	Days	Years	Days			Years	Days	Years	Days
1-10	35-44	\$0	0	0	0	49	83	\$ 32,970	8	327	
11	45	\$ 5,507	9	352	50	84	\$ 33,743	8	173		
12	46	\$ 6,369	10	236	51	85	\$ 34,539	8	23		
13	47	\$ 7,217	11	72	52	86	\$ 35,360	7	258		
14	48	\$ 8,051	11	229	53	87	\$ 36,207	7	138		
15	49	\$ 8,872	11	347	54	88	\$ 37,082	7	27		
16	50	\$ 9,680	12	56	55	89	\$ 37,989	6	302		
17	51	\$ 10,476	12	95	56	90	\$ 38,928	6	226		
18	52	\$ 11,260	12	107	57	91	\$ 39,900	6	160		
19	53	\$ 12,033	12	99	58	92	\$ 40,905	6	102		
20	54	\$ 12,797	12	75	59	93	\$ 41,941	N/A	N/A		
21	55	\$ 13,550	12	38	60	94	\$ 43,007	N/A	N/A		
22	56	\$ 14,294	11	352	61	95	\$ 44,096	N/A	N/A		
23	57	\$ 15,028	11	286	62	96	\$ 45,209	N/A	N/A		
24	58	\$ 15,753	11	206	63	97	\$ 46,354	N/A	N/A		
25	59	\$ 16,468	11	116	64	98	\$ 47,531	N/A	N/A		
26	60	\$ 17,176	11	51	65	99	\$ 48,745	N/A	N/A		
27	61	\$ 17,875	12	36	66-86	100-120	\$ 50,000	N/A	N/A		
28	62	\$ 18,568	12	299							
29	63	\$ 19,255	13	136							
30	64	\$ 19,937	13	297							
31	65	\$ 20,614	14	58							
32	66	\$ 21,287	14	155							
33	67	\$ 21,957	14	230							
34	68	\$ 22,622	14	291							
35	69	\$ 23,285	14	342							
36	70	\$ 23,947	15	20							
37	71	\$ 24,607	15	60							
38	72	\$ 25,268	14	220							
39	73	\$ 25,932	14	16							
40	74	\$ 26,600	13	178							
41	75	\$ 27,272	12	343							
42	76	\$ 27,950	12	144							
43	77	\$ 28,635	11	313							
44	78	\$ 29,328	11	121							
45	79	\$ 30,030	10	296							
46	80	\$ 30,744	10	113							
47	81	\$ 31,472	9	299							
48	82	\$ 32,214	9	129							

Beginning of year coverage values are shown. The amount of Reduced Paid-Up Term Insurance will be proportionally reduced if any accelerated benefits are paid prior to Lapse. The method of computation of coverage values has been filed with the insurance supervisory official in the state where the Policy is delivered.

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**CERTIFICATE SCHEDULE, CONTINUED  
SCHEDULE OF GUARANTEED DEATH BENEFITS**

<u>Certificate Year</u>	<u>Attained Age</u>	<u>Annual Premium</u>	<u>Guaranteed Death Benefit</u>	<u>Certificate Year</u>	<u>Attained Age</u>	<u>Annual Premium</u>	<u>Guaranteed Death Benefit</u>
1	35	\$650	\$100,000	43	77	\$650	\$33,000
2	36	\$650	\$100,000	44	78	\$650	\$33,000
3	37	\$650	\$100,000	45	79	\$650	\$33,000
4	38	\$650	\$100,000	46	80	\$650	\$33,000
5	39	\$650	\$100,000	47	81	\$650	\$33,000
6	40	\$650	\$100,000	48	82	\$650	\$33,000
7	41	\$650	\$100,000	49	83	\$650	\$33,000
8	42	\$650	\$100,000	50	84	\$650	\$33,000
9	43	\$650	\$100,000	51	85	\$650	\$33,000
10	44	\$650	\$100,000	52	86	\$650	\$33,000
11	45	\$650	\$100,000	53	87	\$650	\$33,000
12	46	\$650	\$100,000	54	88	\$650	\$33,000
13	47	\$650	\$100,000	55	89	\$650	\$33,000
14	48	\$650	\$100,000	56	90	\$650	\$33,000
15	49	\$650	\$100,000	57	91	\$650	\$33,000
16	50	\$650	\$100,000	58	92	\$650	\$33,000
17	51	\$650	\$100,000	59	93	\$650	\$33,000
18	52	\$650	\$100,000	60	94	\$650	\$33,000
19	53	\$650	\$100,000	61	95	\$650	\$33,000
20	54	\$650	\$100,000	62	96	\$650	\$33,000
21	55	\$650	\$100,000	63	97	\$650	\$33,000
22	56	\$650	\$100,000	64	98	\$650	\$33,000
23	57	\$650	\$100,000	65	99	\$650	\$33,000
24	58	\$650	\$100,000	66-86	100-120	\$0	\$33,000
25	59	\$650	\$100,000				
26	60	\$650	\$100,000				
27	61	\$650	\$100,000				
28	62	\$650	\$100,000				
29	63	\$650	\$100,000				
30	64	\$650	\$100,000				
31	65	\$650	\$100,000				
32	66	\$650	\$100,000				
33	67	\$650	\$100,000				
34	68	\$650	\$100,000				
35	69	\$650	\$100,000				
36	70	\$650	\$33,000				
37	71	\$650	\$33,000				
38	72	\$650	\$33,000				
39	73	\$650	\$33,000				
40	74	\$650	\$33,000				
41	75	\$650	\$33,000				
42	76	\$650	\$33,000				

The amount of Death Benefit will be proportionally reduced if any accelerated benefits are paid.

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## DEFINITIONS

### **Active Employee**

An Insured who meets all of the following requirements:

- Is a member of an eligible class;
- Is employed by the Participating Employer;
- Is working the minimum hours established by the Participating Employer which must be at least 20 hours per week;
- Is receiving standard pay as set by the employment practices of the Participating Employer or similar organizations; and
- Is a resident of the United States.

You will be considered an Active Employee on a paid vacation day, paid sick day or regular non-working day if You were an Active Employee on Your last regular working day. You are not considered an Active Employee if You are not performing Your regular occupation due to seasonal scheduling or You are on a company approved leave of absence, or You are in an active duty status in any military service of the United States or any other country.

### **Attained Age**

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

### **Beneficiary**

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

### **Certificate**

This booklet, including applications, if any, completed for the insurance, Endorsements or amendments describing Your insurance benefits.

### **Certificate Effective Date**

The effective date of coverage under this Certificate. It is also the date by which Certificate anniversaries, Certificate years and Certificate months are measured. It is shown on the Certificate Schedule.

### **Date of Diagnosis**

The date a Terminal Illness is first determined and recorded by a Physician.

### **Death Benefit**

The amount payable to the Beneficiary upon death of the Insured. The Death Benefit calculations are explained in the Death Benefit provision.

### **Endorsement**

Any document that changes this Certificate's terms and conditions, benefit amounts or premium due amounts.

### **Evidence of Insurability**

The statement of history that, when applicable, We may use to determine if the person is approved for coverage.

### **Face Amount**

The amount used to determine premium payments and calculate the Death Benefit. The initial Face Amount is shown on the Certificate Schedule. The Face Amount will be reduced if accelerated benefits are paid.

### **Illness**

A disease or any other abnormal physical condition. Illness does not include mental or nervous disorder or functional impairment due to the normal aging process where no other medical condition exists.

### **Immediate Family**

Any person who is:

- Your Spouse; or
- Any of Your or Your Spouse's children, parents, grandparents, grandchildren, brothers, sisters and their respective Spouses.

**Injury**

An accidental bodily injury which occurs while this coverage is in force and for which You sought treatment from a Physician within 30 days immediately following the date of the accident.

**Insured**

The person named as the Insured on the Certificate Schedule or Endorsement as having coverage under this Certificate.

**Issue Age**

The Insured's age as of their last birthday on the Certificate Effective Date. The Insured's Issue Age is shown on the Certificate Schedule.

**Lapse**

The coverage has terminated or been placed on Reduced Paid-up Term Insurance or Extended Term Insurance because a premium was not paid when due.

**Participating Employer**

An employer or union that has agreed to participate under the Policy if the Policyholder and Trustmark Insurance Company so agree. We will keep a list of Participating Employers accepted by Us and the coverage effective dates for each.

The Policyholder may act for or on behalf of all Participating Employers in all matters of this Policy. The following will be binding on all Participating Employers:

- All agreements between the Participating Employer and Us;
- All notices from Us to the Participating Employer; and
- All notices from the Participating Employer to Us.

An Active Employee of a Participating Employer will be deemed to be an Active Employee of the Policyholder for insurance purposes.

**Participation Agreement**

The contract between the Participating Employer and Us.

**Policy**

The group contract issued to the Policyholder. This Certificate is issued under the Policy and is made part of the Policy. Provisions of the Policy govern this Certificate.

**Policyholder**

The legal entity to which the Policy is issued.

**Spouse**

The person of the same or opposite sex who is legally married to You under the laws of the state or jurisdiction in which the marriage took place. Wherever the term Spouse appears in this Certificate, it includes registered domestic partners and civil union partners, where permitted by state law.

**Terminal Illness or Terminally III**

An incurable illness which, in the best medical judgment of a Physician, will result in death within 24 months from the Date of Diagnosis.

**Vesting Period**

The number of years that premiums must be paid by You, before Reduced Paid-Up or Extended Term insurance becomes available in the event of discontinuation of premium payments. The Vesting Period is shown on the Certificate Schedule.

**We, Us, Our, or the Company**

Trustmark Insurance Company.

**You, Your**

The Insured named on the Certificate Schedule.

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**ELIGIBILITY, EFFECTIVE DATE AND TERMINATION****Eligibility for Coverage**

You are eligible for coverage if Your application is approved by Us and You are an Active Employee or the Spouse of an Active Employee on the Certificate Effective Date.

**Effective Date**

Coverage will start at 12:01 a.m. standard time at Your home on the Certificate Effective Date shown on the Certificate Schedule if the following conditions are met:

- You are eligible for it;
- Your application is signed;
- The first premium is paid to Us;
- You have provided any necessary Evidence of Insurability and the Evidence of Insurability is acceptable under Our rules and practices; and
- You are an Active Employee or the Spouse of an Active Employee on the Certificate Effective Date. If You were not an Active Employee or Spouse of an Active Employee on the Certificate Effective Date, the insurance will take effect on the date the employee of the Participating Employer returns to an Active Employee status, if all other eligibility conditions are met.

**Termination of Coverage**

Subject to the Continuation and Conversion provision, Your coverage will terminate at 12:01 a.m. standard time at Your home on the earliest of:

- The end of the period for which premium is paid, subject to the Grace Period provision;
- The premium due date following the date We receive Your written request to have Your insurance terminated;
- The Expiry Date as shown on the Certificate Schedule;
- The date the Participation Agreement is terminated;
- The date the Policy is terminated; or
- The date of Your death.

**Interim Coverage**

Coverage will also be provided from the date of the application to the Certificate Effective Date if:

- You authorize premium collection;
- You are an Active Employee or the Spouse of an Active Employee at the time of application;
- The Active Employee is on the job performing regularly scheduled employment duties at the time of application; and
- You are determined to be an insurable risk, according to Our rules and practices.

You will be covered for the amounts shown on Your Certificate Schedule between the date of application and Your approved Certificate Effective Date.

If the Active Employee is not on the job performing regularly scheduled employment duties at the time of application but is still an Active Employee as defined within this Certificate, coverage will be effective at the next date the Active Employee returns to regularly scheduled employment duties.

## Continuation and Conversion

While this Certificate is in force, if the Participation Agreement is terminated or Your payroll deduction is suspended or terminated for any reason, this Certificate, including any attached riders and amendments, can be continued with the same attached riders and amendments and no change in premiums. However, the amount of premium You owe may increase if the Participating Employer was previously paying for any portion of the premium. You may continue this insurance by paying the required premiums due directly to Trustmark at 75 Remittance Drive, Dept. 92081, Chicago, IL, 60675-2081 within 31 days of the termination of Your eligibility for coverage or termination of payroll deductions.

If the group master Policy terminates or is amended so as to terminate the insurance of any class of insured persons, every person insured under the Policy at that time, and who has been so insured for at least 5 years prior to the termination date, is entitled to exercise the conversion option. The amount of insurance converted will be the smaller of:

1. The amount of the Insured's life insurance ceasing because of termination or amendment to the Policy, less the amount of any life insurance for which the person is or becomes eligible for under any group policy issued or reinstated by Us or another insurer within 31 days after such termination; or
2. \$10,000.00.

The new policy will be a life insurance policy then being offered by Us for conversions from this Certificate. The premium on the new policy is set at our then customary rate for the amount of such coverage, class of risk and the individual's age as of the effective date of the converted coverage.

If the Insured dies within the 31 day conversion period and before the new policy would become effective, the amount of insurance which You would have been entitled to have issued under the new policy will payable as a claim under this Certificate, whether or not an application for conversion or payment of the first premium has been made. However, We will reduce the benefit payable by the amount of premium necessary to provide insurance to that date.

If We have not given the Insured notice of continuation and conversion options at least 15 days prior to the expiration of the 31 day period, the Insured will have an additional period of 25 days from the date they are given notice. In no event will the conversion period extend beyond 60 days after the expiration of the 31 day time period provided. Written notice mailed to the last known address for the Insured constitutes notice for purposes of this provision.

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## LIFE INSURANCE BENEFIT PROVISIONS

### Death Benefit

We will pay the Death Benefit to Your Beneficiary upon receipt of proof of death of the Insured while covered under this Certificate. The Death Benefit will decrease by 67% at the later of age 70 or 10 years after the Certificate Effective Date. The Death Benefit, including any reduction in Death Benefit, is shown on the Certificate Schedule.

### Suicide Exclusion

If the Insured commits suicide, while sane or insane, within two years from the Certificate Effective Date, and while this coverage is in force, We will not pay the Death Benefit and payment will be limited to the total amount of premiums paid for this coverage.

### Nonforfeiture Options

If the Certificate Lapses during the Vesting Period, Your Certificate will terminate with no value. After this Certificate satisfies the Vesting Period shown on the Certificate Schedule, if any premium remains unpaid after the grace period, this Certificate may be continued under one of the following options:

#### Option 1: Reduced Paid-Up Term Insurance

This Certificate may be continued from the due date of the unpaid premium as Reduced Paid-Up Term Insurance for the amount of benefit shown on the Schedule of Guaranteed Nonforfeiture Benefits. If the coverage Lapses after the Vesting Period, Reduced Paid-Up Term Insurance coverage will remain in force until Attained Age 121. The amount of Reduced Paid-Up Term Insurance will be proportionally reduced if accelerated benefits were paid as a Terminal Illness Accelerated Death Benefit.

#### Option 2: Extended Term Insurance

This Certificate may be continued from the due date of the unpaid premium as Extended Term Insurance. The amount of Extended Term Insurance will be the amount of Death Benefit in force at the time of Lapse. The Death Benefit will decrease by 67% at Attained Age 70 if the Extended Term Insurance period extends to Attained Age 70. Extended Term Insurance will be continued for the duration shown on the Schedule of Guaranteed Nonforfeiture Benefits. If the term will extend beyond Attained Age 100, Reduced Paid-up Term Insurance will be purchased instead. The table of Extended Term Insurance is shown on the Certificate Schedule.

The above Nonforfeiture Options are subject to the following conditions:

- You may select one of the options above by sending Us written notice;
- If no option is selected, Option 2 will apply;
- If the amount of Reduced Paid-Up Term Insurance under Option 1 is less than \$1,000, Option 2 will apply;
- No coverage continued under either Option 1 or 2 will be eligible to return to a premium-paying status; and
- No coverage continued under either Option 1 or 2 will include any benefits provided by any rider or any other benefit included as part of this Certificate.

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### ADDITIONAL BENEFITS

#### **Terminal Illness Accelerated Death Benefit**

**Disclosure Notice: Your Death Benefit will be reduced if You receive a Terminal Illness Accelerated Death Benefit. Receipt of this benefit may be taxable. 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 provision. Receipt of a Terminal Illness Accelerated Death Benefit may affect Your eligibility for Medicaid or other governmental benefits or entitlements.**

#### Conditions for Payment

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

- Your coverage under this Certificate is in force on the Date of Diagnosis; and
- Any Death Benefit assigned to an irrevocable Beneficiary will not be accelerated.

#### Amount of Benefit

The amount of the Terminal Illness Accelerated Death Benefit will be:

- Based on the Death Benefit as of the date this benefit is paid; and
- Limited to a maximum of 50% of the Death Benefit, less an administrative fee of \$250.

The Terminal Illness Accelerated Death Benefit is payable only once.

#### Effect of Terminal Illness Accelerated Death Benefit on the Certificate

On the date the Terminal Illness Accelerated Death Benefit is paid, the Death Benefit, Face Amount, and Reduced Paid-Up Term Insurance will be reduced by the same percentage of Death Benefit that was accelerated for the Terminal Illness Accelerated Death Benefit payment.

Premium payable for the Certificate and any riders, will be waived and coverage will remain in force for 24 months immediately following the date the Terminal Illness 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 to continue coverage for the remaining Face Amount.

**Benefit Payment**

The Terminal Illness Accelerated Death Benefit will be paid immediately upon receipt of proof that the Conditions for Payment have been met. Such proof should include a claim form that We will furnish upon request. We will require the consent of any irrevocable Beneficiary. We also have the right to require that You be examined, at Our expense, by a Physician or other medical professional designated by Us.

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

**Demonstration of the Terminal Illness Accelerated Death Benefit**

	<u>Prior to Accelerated Death Benefit Payment</u>	<u>Following Accelerated Death Benefit Payment</u>
Face Amount	\$ 50,000	\$ 25,000
Death Benefit	\$ 50,000	\$ 25,000
Reduced Paid Up Term Insurance	\$ 5,000	\$ 2,500
Available Death Benefit	\$ 50,000	\$ 25,000
Administrative Fee	\$ 250	
Accelerated Death Benefit	\$ 24,750	

This demonstration is based on example Certificate values. Please refer to the Schedule for Your specific Face Amount, Death Benefit and Reduced Paid Up Term Insurance values provided by this Certificate.

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**PREMIUM**

**Payment of Premium**

All premium must be paid to Us at Our home office. All premium is payable in advance.

**Premium Due Date**

The initial premium is due on the Certificate Effective Date. If the initial premium is not paid, there will be no coverage provided under this Certificate. Subsequent premium is payable monthly or according to the premium payable frequency established by the Participating Employer. Failure to pay premium when due shall result in termination of coverage as of such due date, subject to the grace period.

**Returned or Dishonored Premium**

If a payment of any premium is dishonored for insufficient funds, a reasonable service charge shall be charged to You. A dishonored payment shall be considered a failure to pay premium.

**Unpaid Premium**

On payment of a claim under this Certificate, any premium then due and unpaid may be deducted therefrom.

## Grace Period

If written notice of termination has not been received from You, a grace period of 60 days will be allowed for premium payments due after the initial premium. Coverage shall remain in force during the grace period. If any premium is unpaid at the end of the grace period, coverage shall automatically terminate retroactively to the last day for which premium has been paid. We will send You written notice at least 30 days prior to the effective date of termination due to non-payment of premium.

## Non-Payment of Premium Options

If You do not pay the premium due by the end of the grace period, the coverage will Lapse. You may have Nonforfeiture Options as described in the Life Insurance Benefit Provisions section.

## Reinstatement

Coverage may be reinstated while the Insured is alive, at any time within 30 days after the date of Lapse without submitting additional Evidence of Insurability, if all past due premiums are paid.

Reinstatements that are more than 30 days but less than three years after the date of Lapse can be made, but must include Evidence of Insurability. All past due premiums are due before the Certificate is reinstated, in addition to interest in the amount of 6% compounded annually. This amount of past due premiums is calculated for the coverage period from the last unpaid due date to the date of reinstatement.

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## OWNER AND BENEFICIARY

### Owner

The Active Employee who signed the application 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 Change of Owner or Beneficiary provision. 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 any endorsement on this Certificate limiting such rights.

### Beneficiary

The Beneficiary named in the application, or later changed by the Insured, will receive the Death Benefit 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 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. Change in ownership is limited to the Insured person. To change the Owner or Beneficiary, 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 will be paid on this basis unless an Endorsement to this Certificate provides otherwise.

## GENERAL PROVISIONS

### Assignability

Your coverage is not assignable and Your benefits are not assignable. A change in ownership to an Insured person is not considered an assignment for purposes of this Certificate and is subject to the Change of Owner or Beneficiary provision.

### Payment of Claims

Once We receive the required proof of loss and have approved Your claim, any Death Benefits due under this Certificate will be paid within 30 days. Proof of loss shall be sent to Us at PO Box 2906, Clinton, IA, 52733-2906 or through our online claims site at TrustmarkVB.com or our current online claims site at the time of claim. If We approve the claim, We shall pay the benefits subject to the terms of the Certificate.

### Medical Records and Examinations

We have the right, at Our expense, to obtain Your medical records to investigate a claim. We have the right to have an autopsy performed, at Our expense, unless prohibited by applicable state law.

### Entire Contract

Insurance for eligible persons is provided under a contract of group insurance with the Policyholder. The Policy, the Participation Agreement, the Certificates, applications, any riders or Endorsements and any attached papers shall constitute the entire contract. No change to the Policy or this Certificate shall be valid until approved by an executive officer of the Company. No agent or Participating Employer has authority to change the Policy or this Certificate or waive any of its provisions. Any changes are subject to the laws of the governing jurisdiction.

### Incontestability

We rely on the statements made in the application for coverage described in this Certificate and application for any reinstatements. These statements are, in the absence of fraud, considered representations and not warranties. No statement may be used in defense of a claim under this Certificate unless it is in such applications, signed by You and a copy has been furnished to You or Your Beneficiary.

We will not contest payment of benefits after this Certificate has been in force during the Insured's lifetime for two (2) years from the Certificate Effective Date. We will not contest payment of benefits which were reinstated after this Certificate has been in force during the Insured's lifetime for two years from the date of such reinstatement.

### Misstatement of Age, Tobacco Use and Corrections

If there is a misstatement of age or tobacco use in the application, all benefits and other amounts payable, including the Face Amount, will be adjusted. The adjustment will reflect the benefits and amount that would have been purchased for the premium listed on the Certificate Schedule at the correct Issue Age and tobacco use status.

For purposes of this section, tobacco includes, but is not limited to, cigarettes and all forms of heated tobacco and all forms of smokeless tobacco.

If We make any payment or Certificate changes in good faith, relying on Our records, or evidence supplied to Us, Our duty will be fully discharged. We reserve the right, at any time, to correct any errors in this Certificate.

## Legal Actions

No legal action may be brought against Us within 60 days after written proof of loss has been sent to Us. No such action may be brought more than 2 years from the time written proof of loss is required to be given.

## Right to Recover Overpayments

We have the right to recover any overpayments made on Your claim due to fraud or an error the Company makes in processing Your claim.

We will notify You or Your Beneficiary, if applicable, in writing, of any overpayments made under this coverage. We have the right to recover any overpayments made in full. We will determine the method by which the repayment is to be made, including the application of future benefits payable under this Certificate or attached rider to the overpayment balance. We will not recover more money than the amount We paid.

## Conformity with State Law

If any provision of this Certificate and any attachments is in conflict with the laws that govern this Certificate and any attachments, the provision will be deemed to be amended to conform with such laws.

## Additional Services

While Your coverage is in force, We may, either directly or through a third-party service provider, provide You with access to chronic care support, independent living-related resources and other goods and services to support health or financial well-being. These services may be discontinued by Us at any time and are subject to change. While Trustmark has arranged these goods, services and/or third party service provider discounts, the third party service providers are liable to the applicants/Insureds/enrollees for the provision of such goods and/or services. Trustmark is not responsible for the provision of such goods and/or services, nor are We liable for the failure of the provisions of the same. Further, Trustmark is not liable to the applicants/Insureds/enrollees for the negligent provision of such goods and/or services by third party service providers.

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## Department of Consumer Affairs Notice

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

**Trustmark Insurance Company**  
400 Field Drive  
Lake Forest, IL 60045-2581  
(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/](http://www.dca.ca.gov/) or [dca@dca.ca.gov](mailto:dca@dca.ca.gov)  
California Department of Insurance  
800.927.4357  
[www.insurance.ca.gov](http://www.insurance.ca.gov)

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**TRUSTMARK INSURANCE COMPANY**

**"We, Us, and Our"**

**400 Field Drive**

**Lake Forest, IL 60045-2581**

**(866) 813-7192**

**LONG-TERM CARE ACCELERATED DEATH BENEFIT WITH BENEFIT RESTORATION AND  
EXTENSION OF LONG-TERM CARE ACCELERATED DEATH 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, and Reduced Paid-Up Term Insurance.**

**CAUTION: The issuance of this Long-Term Care Insurance Rider is based upon Your responses to the questions on Your application. A copy of Your application is enclosed. If Your answers are incorrect or untrue, We have the right to deny benefits or 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 the address shown above.**

**This Rider for long-term care insurance is intended to be a federally qualified long-term care insurance contract and may qualify You for federal and state tax benefits. This Rider is intended to be a federally tax qualified insurance contract under section 7702B(b) of the Internal Revenue Code of 1986, as amended. As with all tax matters, You should consult Your personal tax advisor to assess the impact of benefits received under this Rider. We are not responsible for any tax consequences of any benefits received under this Rider. If a change to this Rider is required in order to conform to changes in the requirements of the Internal Revenue Code, We will send You an amendment describing the change and You will be given a choice of accepting or rejecting the amendment. If You reject such an amendment, You must give Us written notice, and Your refusal may result in this Rider no longer being tax-qualified or other adverse tax consequences. As with any tax matter, You should consult Your tax advisor to evaluate any tax impact of rejecting any such amendment.**

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

**THE BENEFITS PAYABLE BY THIS RIDER WILL NOT QUALIFY FOR MEDI-CAL ASSET PROTECTION UNDER THE CALIFORNIA PARTNERSHIP FOR LONG-TERM CARE. FOR INFORMATION ABOUT POLICIES AND CERTIFICATES QUALIFYING UNDER THE CALIFORNIA PARTNERSHIP FOR LONG-TERM CARE, CALL THE HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM AT THE TOLL-FREE NUMBER, 1 (800) 434-0222.**

**Right to Examine:** If You are not satisfied with this Rider, return it to Our home office, at the address listed above, or to Your agent within 30 days after the date You received it. The Rider and Certificate will then be canceled and any premium paid will be refunded.

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 included on the Certificate Schedule.

This Rider is subject to all of the terms, conditions, exclusions and limitations of the Certificate, except as stated herein. The effective date of this Rider is the same as the Certificate Effective Date if You applied for both the Certificate and the Rider on the same application.

**Renewability:** This Rider is noncancellable, meaning We may not cancel, reduce coverage or increase premiums due under this Rider, subject to the Termination of Rider provision.

## DEFINITIONS

### Activities of Daily Living

Any of the following basic human functional abilities used to measure the Insured's impairment due to Chronic Illness:

- Bathing – The Insured's ability to wash themselves by sponge bath or in a tub or shower, including the task of getting into or out of the tub or shower;
- Continence – The Insured's ability to maintain control of bowel and bladder function; or, when unable to maintain control of the bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag);
- Dressing – The Insured's ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs;
- Eating – The Insured's ability to feed themselves by getting food into their body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously;
- Toileting – The Insured's ability to get to and from the toilet, to get on and off the toilet and to perform associated personal hygiene; and
- Transferring – The Insured's ability to move into or out of a bed, chair or wheelchair.

### Adult Day Care

Medical or nonmedical care on a less than 24-hour basis, provided in an Adult Day Care Center outside the residence, for persons in need of personal services, supervision, protection, or assistance in sustaining daily needs, including eating, bathing, dressing, transferring, toileting, and taking medications.

### Adult Day Care Center

A facility which provides Adult Day Care and meets all of the following requirements:

- 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 Licensed Health Care Practitioner; 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 the Insured or a member of the Immediate Family.

### Assisted Living Facility

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.

### Chronic Illness or Chronically Ill

An Insured who has been certified by a Licensed Health Care Practitioner as:

- Being unable to perform (without Substantial Assistance from another individual) at least 2 Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
- Requiring Substantial Supervision to protect the Insured from threats to health and safety due to Severe Cognitive Impairment.

Certification of the Insured's Chronic Illness can be submitted to Us, or the Insured can request that We conduct the assessment in certifying the Insured for a Chronic Illness. If the Insured requests that We conduct the assessment, We shall provide an independent Licensed Health Care Practitioner to conduct the assessment.

If a Licensed Health Care Practitioner makes a determination that the Insured does not meet the LTC.121 CA

definition of "Chronically Ill," and that Licensed Health Care Practitioner did not personally examine the Insured, the Insured shall be entitled to a second assessment by a Licensed Health Care Practitioner, upon request, who shall personally examine the Insured. The assessment conducted shall be performed promptly with the certification completed as quickly as possible to ensure that the Insured's benefits are not delayed. The costs to assess and certify the Insured as Chronically Ill or develop a Plan of Care shall not count against the Long-Term Care Accelerated Death Benefit.

Certification must be provided by a Licensed Health Care Practitioner who is:

- Independent of Us;
- Not an employee of Ours; and
- Not compensated in any manner that is linked to the outcome of the certification.

Certification by the Licensed Health Care Practitioner of the Chronically Ill Insured must occur at least once every 12 months.

### **Elimination Period**

The first 90 days of Professional Caregiving or Family Caregiving for which no benefits are payable. The Elimination Period only needs to be satisfied once.

### **Family Caregiving**

Unpaid, Substantial Assistance provided in the Insured's or caregiver's home to assist the Insured with Chronic Illness when:

- A Licensed Health Care Practitioner certifies that the Insured is Chronically Ill;
- The individual or individuals assisting the Insured do not have a Chronic Illness; and
- Such care is provided at least 8 days per month.

### **Hands-On Assistance**

The physical assistance of another person without which the Insured would be unable to perform the Activities of Daily Living.

### **Homemaker Services**

Assistance with activities necessary to or consistent with the Insured's ability to remain in their residence, that is provided by a skilled or unskilled person under a Plan of Care or a multidisciplinary team under medical direction.

### **Home Health Care**

Medical and nonmedical services provided by a Home Health Care Agency to Chronically Ill persons in their residences. Services include Personal Care, Homemaker Services, Hospice Services and Respite Care.

### **Home Health Care Agency**

An entity which provides care and services at the Insured's home or other residence, is primarily engaged in providing Home Health Care services under policies and procedures established by a group of professionals, including at least one Licensed Health Care Practitioner 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 the Insured or a member of the Immediate Family.

### **Hospice Services**

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 or condition, and to provide supportive care to the primary caregiver 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**

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).

### **Intermediate Care Facility**

A licensed health facility that provides inpatient care to ambulatory or non-ambulatory patients who have recurring need and need supportive care, but who do not require availability of continuous Skilled Nursing Care.

### **Licensed Health Care Practitioner**

Any doctor of medicine or osteopathy authorized to practice medicine and surgery in the state where such action is performed, and any registered professional nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

### **Long-Term Care Facility**

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 facility for substance abuse treatment;
- 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 the Insured or a member of the Immediate Family.

### **Medicare**

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**

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 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.

### **Plan of Care**

A written description of the Insured's needs and the type, frequency, providers, and cost of all formal and informal long-term care services required by the Insured, which is prepared and signed by a Licensed Health Care Practitioner.

### **Pre-existing Condition**

A condition, including a condition not diagnosed or identified, for which symptoms existed within 6 months before the effective date of this Rider, or for which medical advice or treatment was recommended by or received from a Licensed Health Care Practitioner or other member of the medical profession within 6 months before the effective date of this Rider.

### **Professional Caregiving**

Care provided by any of the following to assist the Insured with Chronic Illness:

- Adult Day Care Center;
- Assisted Living Facility;
- Home Health Care Agency;
- Hospice Services; or
- Long-Term Care Facility.

The following conditions must be satisfied:

- A Licensed Health Care Practitioner certifies that the Insured is Chronically III;

- The care is not provided by a member of the Insured's Immediate Family or provided in a facility owned by the Insured or a member of the Insured's Immediate Family (other than in the home of the Insured or a member of the Insured's Immediate Family); and
- Such care is provided at least 8 days per month.

### **Residential Care Facility**

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 the Insured or a member of the Insured's Immediate Family.

### **Residential Nursing Care**

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**

Short-term care provided in an institution, in the home, or in a community-based program, that is designed to relieve a primary caregiver in the home.

### **Severe Cognitive Impairment**

Deterioration or loss of intellectual capacity that is:

- Comparable to (and includes) Alzheimer's Disease and similar forms of irreversible dementia; and
- Measured by clinical evidence and standardized tests that reliably measure impairment in the Insured's:
  - Short or long term memory;
  - Orientation as to people, places, or time; and
  - Deductive or abstract reasoning.

The deterioration or loss must:

- Place the Insured in jeopardy of harming themselves or others; and
- Require Substantial Supervision by another individual to protect the Insured from threats to health and safety.

### **Skilled Nursing Care**

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**

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 Health Care Practitioner;
- 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 the Insured or a member of the Insured's Immediate Family.

**Standby Assistance**

The presence of another person within arm's reach of the Insured that is necessary to prevent, by physical intervention, injury to the Insured while the Insured is performing the Activities of Daily Living (such as being ready to catch the Insured if the Insured falls while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from the Insured's throat if the Insured chokes while eating).

**Substantial Assistance**

Hands-On Assistance or Standby Assistance.

**Substantial Supervision**

Continual supervision (which may include cuing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the Severely Cognitively Impaired Insured from threats to their health or safety (such as may result from wandering).

**BENEFIT PROVISIONS****LONG-TERM CARE ACCELERATED DEATH BENEFIT****Eligibility for the Payment of Benefits**

For benefits to be payable, You must:

- Be certified as Chronically Ill by a Licensed Health Care Practitioner;
- Be prescribed a Plan of Care by a Licensed Health Care Practitioner;
- Be receiving Professional Caregiving or Family Caregiving; and
- Satisfy the Elimination Period.

Benefits begin after You have received Professional Caregiving or Family Caregiving services for 90 days. No benefits are payable for the Elimination Period.

If You are Chronically Ill and receiving fewer than 8 days per month of either Professional Caregiving or Family Caregiving, but are receiving 8 days per month or more of Professional Caregiving and Family Caregiving combined, the Family Caregiving benefit will be paid.

**Amount of Benefit**

If You are receiving Professional Caregiving, Your monthly Long-Term Care Accelerated Death Benefit amount is 6% of the Face Amount at the end of the Elimination Period.

If You are receiving Family Caregiving, Your monthly Long-Term Care Accelerated Death Benefit amount is 2% of the Face Amount at the end of the Elimination Period.

If You are receiving both Professional Caregiving and Family Caregiving, only one benefit will be paid. The benefit paid will be the greater of the two benefits.

The total sum of monthly payments under this provision may not exceed 100% of the Face Amount at the end of the Elimination Period.

If the Terminal Illness Accelerated Death Benefit is paid after We have started paying Your Long-Term Care Accelerated Death Benefit, any remaining Long-Term Care Accelerated Death Benefit payments will be recalculated based on Your remaining Face Amount. The total sum of the Terminal Illness Accelerated Death Benefit and monthly payments under the Long-Term Care Accelerated Death Benefit may not exceed 100% of the Face Amount at the end of the Elimination Period.

**Effect of a Long-Term Care Accelerated Death Benefit on this Rider**

On the date the Long-Term Care Accelerated Death Benefit is paid, the Death Benefit, Face Amount, and Reduced Paid-Up Term Insurance will be reduced by the same percentage of Face Amount that was accelerated for the Long-Term Care Accelerated Death Benefit payment.

Premium payable for the Certificate and any Riders will be waived as long as monthly Long-Term Care Accelerated Death Benefit payments continue. Coverage will remain in force for the period of time for which the monthly payments are made. When the Long-Term Care Accelerated Death Benefit claim ends and the Face Amount is reduced, a proportionately reduced premium will be due to continue coverage for the remaining Face Amount.

### **BENEFIT RESTORATION**

100% of the following Certificate values will be restored under this benefit:

- Face Amount;
- Death Benefit; and
- Reduced Paid-Up Term Insurance.

The above Certificate values will be restored while this benefit, the Certificate, and the Long-Term Care Accelerated Death Benefit are in force. The restored Certificate values shall equal 100% of the amount of the Certificate values which were reduced due to the benefits that were paid under the Long-Term Care Accelerated Death Benefit. At no point will the Death Benefit exceed the amount shown on the Schedule of Guaranteed Death Benefits for Your Attained Age.

The initial restoration shall be made following the first month for which benefits are paid under the Long-Term Care Accelerated Death Benefit. Subsequent restoration shall be made on a monthly basis coinciding with the payment of benefits under the Long-Term Care Accelerated Death Benefit. 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.

Benefit Restoration will terminate at the earliest of:

- The date You have exhausted the Long-Term Care Accelerated Death Benefit; or
- The date of Your death.

### **EXTENSION OF LONG-TERM CARE ACCELERATED DEATH BENEFIT**

After the Long-Term Care Accelerated Death Benefit has been exhausted and if You still meet the Eligibility for the Payment of Benefits, We will increase the Face Amount by the monthly amount You qualify for under the Long-Term Care Accelerated Death Benefit and then accelerate the same amount to You. We will continue to do so each month that You remain eligible. The total sum of monthly payments under this provision may not exceed 100% of the Face Amount at the end of the Elimination Period.

The terms, conditions, exclusions and limitations of the Long-Term Care Accelerated Death Benefit govern the payment of extended benefits under this provision, with the exception of the impacts to the Death Benefit and the Reduced Paid-Up Term Insurance.

If the Terminal Illness Accelerated Death Benefit is paid after We have started paying Your Long-Term Care Accelerated Death Benefit, any remaining Extension of Long-Term Care Accelerated Death Benefit payments will be recalculated based on Your remaining Face Amount.

The Extension of Long-Term Care Accelerated Death Benefit will terminate at the earliest of:

- The date You have exhausted the Extension of Long-Term Care Accelerated Death Benefit;
- The end of a period of 30 consecutive days during which You would no longer meet the Eligibility for the Payment of Benefits under the Long-Term Care Accelerated Death Benefit; or
- The date of Your death.

### **LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS**

- If the Certificate has an irrevocable Beneficiary, no Rider benefits can be paid without the prior written consent of each such Beneficiary.

- The total sum of the Long-Term Care Accelerated Death Benefit and Terminal Illness Accelerated Death Benefit payments may not exceed 100% of the Face Amount.
- No benefit is payable if You are Chronically Ill and receiving fewer than 8 days per month of Professional Caregiving and Family Caregiving combined.

## **EXCLUSIONS AND LIMITATIONS**

This Rider does not pay benefits for care that is related to or arising from any of the following:

- Suicide, while sane or insane, attempted suicide or intentionally self-inflicted injury;
- War or act of war, declared or undeclared;
- While participating or attempting to participate in a felony, riot or insurrection, whether or not You are charged with a crime;
- Due to alcohol or drug addiction, unless the addiction results from administration of drugs for treatment prescribed by a Licensed Health Care Practitioner;
- 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 Alzheimer's Disease and related degenerative and dementing illnesses are covered;
- Service in the armed forces;
- Services that are paid or payable under Medicare. This includes any amounts that would be covered under Medicare, except that they are subject to a Medicare deductible or coinsurance of some kind;
- Incurred while residing or confined outside of the United States; or
- Professional Caregiving where:
  - Treatment is provided in a government facility, unless otherwise required by law;
  - Services are paid by any state or federal workers' compensation;
  - Services are covered by employer's liability or occupational disease law, or any motor vehicle no fault law;
  - Services are provided by a member of Your Immediate Family; or
  - There is no cost to You.

### **Pre-existing Condition Limitation**

This Rider does not pay benefits due to a Pre-existing Condition when Your inability to perform Activities of Daily Living or Your Severe Cognitive Impairment starts before or during the first 6 months after the effective date of this Rider.

## **PREMIUM**

### **Premium Due Date**

The initial premium is due on the effective date of this Rider. If the initial premium is not paid, there will be no coverage provided under this Rider. Subsequent premium is payable monthly or according to the premium payable frequency established by the Participating Employer. Failure to pay premium when due shall result in termination of coverage as of such due date, subject to the Grace Period.

### **Grace Period**

If written notice of termination has not been received from You, a Grace Period of 60 days will be allowed for premium payments due after the initial premium. Coverage shall remain in force during the Grace Period. If any premium is unpaid at the end of the Grace Period, coverage shall automatically terminate retroactively to the last day for which premium has been paid.

### **Non-Payment of Premium Options**

If You do not pay the premium due by the end of the Grace Period, the coverage will Lapse.

### **Reinstatement**

If this Rider terminates for nonpayment of premium and the cause is due to Your Severe 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 the premium was unintentional and due to Your Severe 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 Severe Cognitive Impairment or loss of functional capacity is made.

If this Rider is reinstated under these conditions, the Certificate will also be reinstated. All past due premiums are due before the Certificate and Rider are reinstated. This amount of past due premiums is calculated for the coverage period from the last unpaid due date to the date of reinstatement.

If You Lapse for any reason other than the above, reinstatement is governed by the Reinstatement provision in the Certificate.

## **CLAIMS**

### **Notice of Claim**

We must receive notice of claim within 30 days after a covered loss starts or as soon thereafter as reasonably possible. Notice shall be sent to Us at PO Box 2906, Clinton, IA, 52733-2906 or through our online claims site at TrustmarkVB.com or our current online claims site at the time of claim.

### **Claim Forms**

If requested by You, We will send You forms for filing Proof of Loss. If these forms are not sent to You within 15 days, You will meet the Proof of Loss requirement by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

### **Proof of Loss**

Written proof must be given within 90 days after such loss or as soon thereafter as reasonably possible. Proof of Loss shall be sent to Us at PO Box 2906, Clinton, IA, 52733-2906 or through our online claims site at TrustmarkVB.com or our current online claims site at the time of claim. We will not reduce or deny the claim for this reason, if the proof is submitted as soon as reasonably possible. When this Rider provides payment for continuing loss, written Proof of Loss must be completed and returned to Us within 90 days after the end of each period for which We owe You benefits. Except for absence of legal capacity, no claim for benefits will be accepted after 1 year from the time specified. Proof of Loss refers to all documentation necessary to support a claim.

### **Payment of Claims**

After We receive written Proof of Loss and process Your claim, We will pay any benefits due under this Rider. Benefits will be paid to You. Any accrued benefits unpaid at Your death will be paid to Your Beneficiary.

### **Time of Payment of Claims**

Once We have received the required Proof of Loss and approved Your claim, any benefits due under this Rider will be paid immediately.

### **Claim Denial**

If a claim under this Rider is denied, upon written request, We will provide You with a written explanation of the reasons for the denial and make available all information directly related to the denial.

### **Right to Appeal**

If You wish to file an appeal regarding an adverse claim decision, You must send a written request to Us, along with any additional supporting information, within 120 days of receiving notification of Our claim decision. We will complete Our review of Your appeal within 30 days of receipt of all information needed to make a final determination. If Our original determination is upheld upon appeal, the notice of the appeal decision shall describe any additional appeal rights offered by Us.

## **GENERAL PROVISIONS**

### **Termination of Rider**

This Rider will terminate at 12:01 a.m. standard time at Your home on the earliest of the following:

- The date, prior to the Vesting Period ending, that the Certificate terminates or Lapses for any reason;
- When You have exhausted all benefits payable under this Rider;
- The end of the period for which premium is paid for this Rider subject to the Grace Period provision.

### **Continuation of Benefits**

Once payment of Your claim has begun, We will continue to pay Your continuous claim as long as You qualify, subject to the Eligibility for the Payment of Benefits and the maximum lifetime benefit, even if Your Certificate is terminated.

### **Reduction of Coverage**

At any time after the first year this Rider has been in force, You have the right to exercise an option to retain this Rider while lowering the premium by reducing Your Face Amount. The Death Benefit and Reduced Paid-Up Term Insurance will be reduced by the same percentage of Face Amount that was reduced. The reduction will become effective on the 1<sup>st</sup> of the month following the date that We receive the request.

The Face Amount cannot be reduced below \$10,000.

### **Increase of Coverage**

Each anniversary date after the effective date of this Rider, You have the option to elect apply for an increase to Your coverage, subject to the maximum Face Amount allowed and maximum age limitations. We will require an application and Evidence of Insurability that is acceptable under Our rules and practices. If the application for increase is approved by Us, and the increase will be effective on the first of the month following the date the application for increase is approved by Us.

### **Rights Relating to New Benefits or Benefit Eligibility**

In the event We develop new long-term care benefits or benefits eligibility become available from Us and You are not currently receiving benefits under this Rider; We will:

- Notify the Participating Employer of the availability of the new long-term care benefits or benefit eligibility within 12 months of the date that the new rider is made available for sale in California; and

- Offer the Participating Employer new long-term care benefits or benefits eligibility, subject to Evidence of Insurability which meets Our underwriting guidelines and subject to the new premium associated with such benefit.

### **Physical Examinations**

We have the right to have You examined, at Our expense, by a Licensed Health Care Practitioner as often as reasonably necessary while a claim is pending. We have the right to have an autopsy performed, unless prohibited by applicable state law.

### **Entire Contract**

Insurance for eligible persons is provided under a contract of group insurance with the Policyholder. The Policy, the Participation Agreement, the Certificates, applications, any Riders or Endorsements and any attached papers shall constitute the entire contract. No change to the Policy, Certificate or this Rider shall be valid until approved by an executive officer of the Company. No agent or Participating Employer has authority to change the Policy, Certificate or this Rider, or waive any of its provisions. Any changes are subject to the laws of the governing jurisdiction.

### **Incontestability**

We rely on the statements made in the application for coverage described in this Rider and application for any reinstatements. These statements are considered representations and not warranties. No statement may be used in defense of a claim under this Rider unless it is in such applications, signed by You and a copy has been furnished to You or Your Beneficiary.

We will not contest payment of benefits after this Rider has been in force during Your lifetime for two (2) years from the effective date of this Rider. We will not contest payment of benefits which were reinstated after this Rider has been in force during Your lifetime for two years from the date of such reinstatement.

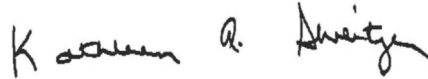
### **Legal Actions**

No legal action may be brought against Us within 60 days after written Proof of Loss has been sent to Us. No such action may be brought more than 2 years from the time written Proof of Loss is required to be given.

TRUSTMARK INSURANCE COMPANY



Erich Steinberg  
President



Kathleen A. Sweitzer  
Secretary

SAMPLE