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

# FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE

# **POLICY OF INSURANCE**

We will pay the Death Benefit Proceeds to the Beneficiary if the Insured dies prior to the Maturity Date and while this Policy 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 Policy to the Owner on the Policy Maturity Date if the Insured is living on that date. Payment is subject to the terms of this Policy.

# **NOTICE OF RIGHT TO EXAMINE**

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

The provisions on the pages which follow are a part of this Policy. This Policy is a legal contract between the Policyowner and the Company.

# **Read Your Policy Carefully**

John Anderson President Laura A. Derouin Corporate Secretary

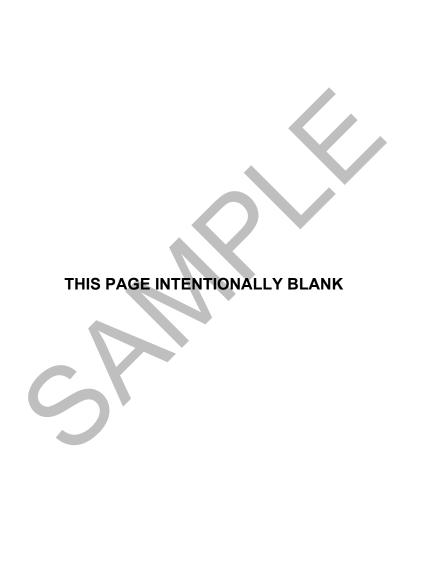
Flexible Premium Adjustable Life Insurance to Age 100. Adjustable Death Benefit Proceeds payable upon the Insured's death prior to the Maturity Date. Flexible premiums are payable during the lifetime of the Insured prior to age 100, and while the Policy is in force. Accumulated Values and Cash Values are flexible and will be based on the amount and frequency of premiums paid, the Monthly Deduction, and the amount of interest credited. No dividends will be paid. The Monthly Deduction and the amount of interest credited, subject to the Policy limits, will be based on Our anticipated future experience.

VULNYCP70000

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# **SCHEDULE**

**INSURED:** JOHN DAVIS **POLICY NUMBER:** TULE NY

AGE: 30 POLICY DATE: August 1, 2014

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

INITIAL FACE AMOUNT1: MONTHLY INITIAL

**GUARANTEE PREMIUM:** 

On or after Age of the Face Amount is used to calculate the Death Benefit Amount

> INITIAL GUARANTEE March 1, 2024\*\*

PREMIUM EXPIRY DATE:

MINIMUM GUARANTEED

INTEREST RATE: 3.0%

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

# **BASIC POLICY DATA**

| FORM NO. | BENEFIT  | ANNUAL INITIAL PLANNED PREMIUM | EXPIRY<br>DATE   |
|----------|--|--------------------------------|--|
| IUL.205  | Universal Life Insurance Riders  |                                | August 1, 2084   |
|          | Accelerated Death Benefit Rider<br>Accidental Death Benefit Rider<br>Children's Term Insurance Rider |                                | August 1, 2084<br>August 1, 2084<br>August 1, 2084<br>August 1, 2084 |
|          | Convalescent Care Benefit Rider<br>Waiver Of Premium Rider   |                                | August 1, 2084<br>August 1, 2084                                     |
|          | Total Initial Planned Premium<br>Annual<br>Monthly<br>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. The Policy may not mature even if planned premiums are paid because: current Costs of Insurance and interest rates are not guaranteed; policy loans and partial withdrawals may be taken; there may be a change in the choice of death benefit options; or there may be a requested change in the specified Face Amount.

<sup>\*\*</sup> It is possible that an additional lump sum premium payment may be required to keep this Policy in force upon the Initial Guarantee Premium Expiry Date because current Costs of Insurance and interest rates are not quaranteed. You may contact Us for additional information.

# SCHEDULE (Continued)

# IMPORTANT FINANCIAL INFORMATION

We have the right to change the amount of interest credited to the Policy and the amount of cost of insurance or other expense charges deducted under the Policy which may require more premium to be paid than was illustrated or the Cash Values may be less than those illustrated. Additional amounts are not guaranteed.

# **POLICY GUARANTEED MAXIMUMS:**

MONTHLY ADMINISTRATIVE FEE: \$5.00 YEARS 1 THROUGH 10\$5.00 YEARS 11 AND AFTER

PARTIAL SURRENDER CHARGE: \$25.00 FOR EACH PARTIAL SURRENDER

LOAN INTEREST RATE: 8.0%

ANNUAL EXPENSE CHARGE PREMIUM:

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

UP TO THE ANNUAL EXPENSE CHARGE PREMIUM

POLICY YEARS 11 AND AFTER: 13.0% OF PREMIUM PAID

UP TO THE ANNUAL EXPENSE CHARGE PREMIUM

DEATH BENEFIT DISCOUNT FACTOR: 1.0

PERCENTAGE OF INITIAL SURRENDER CHARGE:

# RIDER GUARANTEED MAXIMUMS

Annual Convalescent Care Benefit Premium:

- <sup>1</sup> **Increasing the Face Amount.** For any underwritten increase in the Face Amount we will require a supplemental application and evidence of insurability satisfactory to Us for any increase in the Face Amount. 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.
- <sup>1</sup> **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:
  - 1. Against the Face Amount provided by the most recent increase;
  - 2. Against the next most recent increases successively;
  - 3. Against the Face Amount provided under the original application.

# For any decrease:

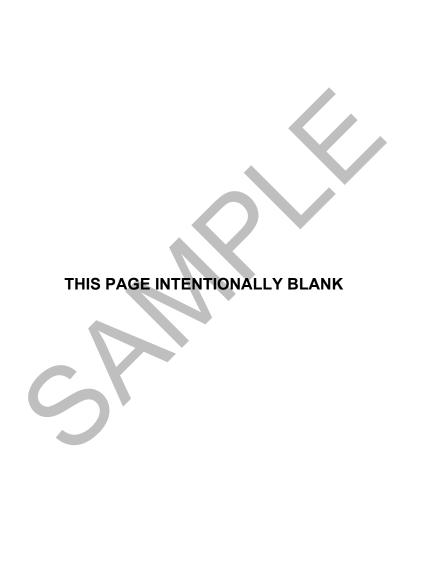
- 1. The Death Benefit Amount remaining must be as great as the Minimum Death Benefit; and
- 2. The Face Amount must be at least \$5,000 or the Face Amount purchased by \$3.00 weekly, if greater.
- 3. The decrease is limited to the amount that would be in compliance with the definition of life insurance, and not a modified endowment contract (MEC), as defined in the Internal Revenue Code Section 7702 and 7702A.

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

<sup>2</sup> **Death Benefit Amount**. Under the Death Benefit Option A, if death occurs prior to the anniversary date on or after the Insured's <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 following the Insured's <sup>th</sup> birth date, the Death Benefit Amount is the greater of: of the Face Amount on the date of death; or the Minimum Death Benefit.

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# **DEFINITIONS**

Age means the Insured's age, on their last birthday, on the Policy 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 Policy 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.

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 Policy on whose behalf an application is accepted and who on the date of application is:

- You:
- Your lawful spouse;
- Your natural child, grandchild, stepchild, legally adopted child or child under legal guardianship under age 19;
   or
- Your natural child, grandchild, stepchild, legally adopted child age 19 through 23 if the child is:
  - A full-time student at an accredited educational institution; and
  - Dependent upon 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; or
- An unborn child; or
- Anyone who lives outside the United States.

The Insured is shown on the Schedule.

Minimum Guaranteed Interest Rate means the rate of interest used to determine the guaranteed policy cash values.

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

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

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

**Policy Transaction Day** means Monthly Deduction Day or the first of every calendar month, or the date of any premium payment, loan, loan repayment, partial surrender or surrender.

**You and Your** mean the Owner of this Policy. The Owner is as shown in the application unless later changed as provided in this Policy. 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.

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# **DEATH BENEFIT**

### **Death Benefit Proceeds**

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

Interest upon Death Benefit Proceeds will be paid from the date the Insured dies 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**

The Death Benefit Amount is determined subject to the Death Benefit Option in effect on the date of death. Your Death Benefit Option is shown on the Schedule.

# **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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# **POLICY CHANGES**

# **Changing the Terms of Your Policy**

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

Any change in Your Policy 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 Policy. Requests for Policy changes will not be deemed to be accepted until processed by Us.

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# **PREMIUMS AND GRACE PERIOD**

# **Payment of Premiums**

Your first premium is due as of the Policy 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 Policy 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.

Premium payable for the Policy and accompanying Riders, will be waived, and coverage of Your Policy is guaranteed to remain in force for the 12 months immediately following the date the Accelerated Death Benefit is paid or until the Insured's death, whichever occurs first.

If You accelerate a portion of Your Available Death Benefit under the Accelerated Death Benefit Rider and You survive beyond 12 months, a proportionately reduced premium to be paid in cash will be due in accordance with the applicable provisions of this Policy.

# **Unscheduled Premiums**

You may pay premiums at any time before the Maturity Date. We may limit the number and amount of unscheduled premiums if any unscheduled premiums exceed the premium limitations of Internal Revenue Code Section (IRC) 7702A. We will notify You within 60 days of receipt of any unscheduled premiums if any such unscheduled premiums exceed such IRC limitations.

# **Grace Period**

This Policy will enter the Grace Period if the Cash Value is insufficient to pay the Monthly Deduction. Once entered, this Policy 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 Policy will terminate without value. However, We will give You at least 30 days notice, prior to termination, that Your Policy is in the Grace Period. We will advise You of the amount of premium required to keep Your Policy in force and the date payment is due. Such 30 days prior notice will be sent to You at Your last known address and to any assignee of record.

Payments should be sent to: , Lake Forest, IL 60045-7937. If death occurs during the Grace Period, Monthly Deductions through the Policy 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 Policy month following such Monthly Deduction Day will not be subtracted in the calculation of such Cash Value.

# **Continuation of Coverage**

This Policy 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 Policy will continue to provide coverage according to the Grace Period provision. However, this Policy will not continue past the Maturity Date.

# **Initial Guarantee Premium**

This Policy 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. We will verify monthly if the Initial Guarantee Premium requirements have been met, and notify You if any action is required to maintain the Initial Guarantee Premium. The Initial Guarantee Premium may terminate even though the Policy remains in force.

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
- The Policy 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 Policy.

# Reinstatement

A Policy 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 Policy 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 satisfactory to Us; and
- Payment of enough premium to cover the next two Monthly Deductions; and
- Payment or reinstatement of any loan.

The reinstated Policy will be in force from the Monthly Deduction Day on or following the date We approve the application to reinstate.

The period of time during which this Policy was lapsed will be ignored. No premium will be due for this period. This period will not be included for purposes of determining Policy 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; plus
- Interest Earned; less
- The Percentage Expense Charge; plus
- Any loan repaid or reinstated; less
- The Monthly Deduction for one month.

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

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# **POLICY VALUES**

# **Accumulated Value**

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

- All premiums received prior to and including the Policy Date;
- Plus Interest Earned;
- Less Percentage Expense Charges prior to and including the Policy Date;
- Less Monthly Deduction for the following Policy month.

On each Policy Transaction Day after the Policy Date, the Accumulated Value will be determined as follows:

- Accumulated Value as of the last Policy Transaction Day;
- Plus Interest Earned;
- Plus all premiums received since the last Policy Transaction Day;
- Less Percentage Expense Charges since the last Policy Transaction Day;
- Less Any Partial Surrenders paid since the last Policy Transaction Day.

On each Monthly Deduction Day, the Monthly Deduction for the following Policy month will be deducted from the Accumulated Value.

All calculations will be done at the end of the day on the Policy Transaction Day.

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

During any period when the Accumulated Value is negative and the Policy remains in force under the Initial Guarantee Premium provision, Monthly Deductions and Percentage Expense Charge will continue, and Interest Earned will not be credited to the Accumulated Value. An additional lump sum premium payment may be required to keep this Policy in force upon the Initial Guarantee Premium Expiry Date because current Costs of Insurance and interest rates are not guaranteed. Premium payments will be applied as received. Any negative Accumulated Value will not affect the Death Benefit or the calculation of the Monthly Deduction.

# **Cash Value**

The Cash Value of this Policy will be equal to:

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

A detailed statement of the method of computation of the Cash Values and paid-up non-forfeiture benefits shown in the Policy has been filed with the insurance supervisory official of the state in which this Policy is delivered. Such values are not less than the minimum required by any statute of the state in which this Policy is delivered.

# **Interest Earned**

On each Policy Transaction Day, the Interest Earned will be determined as the daily interest rate times the number of days since the most recent prior Policy Transaction Day times the Accumulated Value as of the most recent prior Policy Transaction Day. Interest Earned will be nonforfeitable after crediting except due to Monthly Deductions, Surrender Charges or Partial Surrender Charges.

Interest credited on Indebtedness will not exceed the Loan Interest Rate shown on the Schedule. Interest will be credited on loaned account value at a rate at least as great as the Loan Interest Rate less 2%.

Interest will be paid on the Cash Value of surrendered Policy and funds that will be disbursed as a Policy loan, at the rate of interest paid by Us on proceeds left on deposit. Such interest payment will be added and be a part of the sum total paid to You if We do not deliver the Cash Value or loan amount within 10 working days. Interest will be calculated from the date We receive the documentation necessary to complete the transaction. Interest will not accrue or be payable if the amount of such interest is less than \$25 or if the amount to be disbursed as a Policy loan in which under the terms of this Policy We can delay loaning You the money for up to 6 months.

# **Full Surrender**

You may return Your Policy to Us and request the Cash Value. The Cash Value will be calculated as of the Monthly Deduction Day on or next following the date We receive Your request.

You may make a request for surrender at any time during the Insured's lifetime before the Maturity Date. Your Policy 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.

Once each Policy year, You may apply a portion of Your Cash Value less any outstanding Indebtedness, necessary to provide an amount of guaranteed paid up insurance. Upon election of this option, such insurance will continue under this Policy and any excess of the Cash Value over the amount necessary to provide such insurance will be paid to You in cash.

Upon election of this guaranteed paid up insurance option, the following will be in effect as of the first day of the month following Your election:

- Face Amount will be the guaranteed paid up insurance purchased under this election and is calculated based on the 2017 Commissioners Standard Ordinary Ultimate Mortality table for Your rating class and 4% interest, and will not exceed the Death Benefit Amount minus the Cash Value;
- Death Benefit Option will be Option A;
- Accumulated Value will be calculated based on the 2017 Commissioners Standard Ordinary Ultimate Mortality table for Your rating class; and
- 4.0 % interest.

Upon election of this guaranteed paid up insurance option, the following will be terminated as of the first day of the month following Your election:

- Attached riders, other than the Convalescent Care Benefit Rider and Accelerated Death Benefit Rider, if shown on Your Schedule as of the Policy Date or if shown on an endorsement after the Policy Date, and rights to add additional riders;
- Rights to increase or decrease the Face Amount;
- The right to pay premium and any requirement to pay additional premium;
- All Annual Expense Charges and monthly administrative fees;
- Any outstanding Indebtedness must be repaid upon election of this option; and
- Any rights to further Policy loans or Partial Surrenders.

### **Partial Surrender**

At any time after the first Policy 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 Policy 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. 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 Death Benefit Discount Factor, less the Accumulated Value; or
- The Minimum Death Benefit divided by Death Benefit Discount Factor, less the Accumulated Value.

# **Monthly Cost of Insurance Rate**

At the beginning of each Policy year, the Monthly Cost of Insurance Rate is determined based on the Insured's Attained Age, Rate Class, and Policy year. For the Initial Face Amount, We will use the Rate Class on the Policy 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 Policies have been in force for the same length of time.

# **Surrender Charge**

Surrender Charges for the Initial Face Amount will apply as shown on the Schedule. The Surrender Charge in each Policy year is the lesser of:

- The Accumulated Value; or
- The Initial Surrender Charge multiplied by the Percentage of Initial Surrender Charge applicable to the Policy 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 as shown on the Schedule.

# **LOANS**

# **Loan Value**

At any time while this Policy is in force, You may borrow from Us an amount which is equal to or less than the loan value provided three full years' premium has been paid. 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 will not exceed the greater of the interest rate credited to the Accumulated Value plus one percent, or Moody's Corporate Bond Yield Averages – Monthly Average Corporates for the calendar month ending two months before the date on which the rate is determined. In the event that the Moody's Corporate Bond Yield Averages – Monthly Average Corporates is no longer published, a substantially similar average established by regulation will be substituted. This Policy shall not terminate in a Policy year as the sole result of a change in the Loan Interest Rate during that Policy year.

# 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 Policy is in force and prior to the death of the Insured.

At any time Your loan exceeds the Cash Value, this Policy 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.

If a loan is outstanding, any payment amount received not designated by You as a loan repayment will be applied towards Your Accumulated Value.

# We Can Delay Payment

We can delay loaning You money for up to six months. 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 Policy as sole security for the loan.

VULNYLP70000

# **OWNER AND BENEFICIARY**

# **Owner**

The Insured is the original Owner of this Policy 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 Policy 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 Policy 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 as of the date You signed the written request. The change will be subject to any payment made or action taken by Us.

# **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 Policy provides otherwise.

VULNYOBP70000

# **GENERAL PROVISIONS**

# **Assignment**

During the lifetime of the Insured You may assign this Policy as security for an obligation, however, if You have designated an irrevocable beneficiary, the consent of such Beneficiary is required to assign any rights. We will not be bound by an assignment unless it is received in writing in a form acceptable to Us. 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 rely on the statements made by, or by the authority of, the applicant in the application for coverage described in this Policy and application for any reinstatements or increases in coverage. These statements are considered representations and not warranties. No material misrepresentation will be used to contest a claim unless:

- The coverage would not have been approved if We had known the truth; and
- We have given You or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not contest payment of the Death Benefit Amount after this Policy has been in force during the Insured's lifetime for two years from the Policy Date. 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. We will not contest payment of any Death Benefit Amount which was reinstated after this Policy has been in force during the Insured's lifetime for two years from the date of such reinstatement.

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 and only if such increase was applied for and subject to evidence of insurability.

# **Suicide Exclusion**

If the Insured commits suicide within two years from the Policy 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 within two years after the effective date of any applied for increase in the coverage, the Death Benefit Proceeds will be the costs of insurance associated with each increase.

# **Misstatement of Age and Corrections**

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. The Face Amount of the Policy is adjusted to the amount that would have been purchased at the correct age and underwriting class.

# **Entire Contract**

We have issued this Policy in consideration of the application and payment of premiums. This Policy, 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 Policy. The Policy may be changed by mutual agreement and by written application or by a written notice of exercise of one or more options provided in this Policy. Such application or notice shall become part of the entire contract between the parties, provided such application or notice has been accepted by Us and, in each case, a copy has been returned by mail or delivered to You at Your last post office address known to Us. Our agents have no authority to alter or modify any terms, conditions, or agreements of this Policy, or to waive any of its provisions.

# **Annual Report**

Each year a report will be sent to You which shows the current Policy values, premiums paid, and deductions made since the last report and any outstanding Policy 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 Policy year will be furnished without charge upon request. We may charge a nominal fee, not to exceed \$40.00 for each projection report furnished in excess of one per year.

# **Annual Meeting**

Trustmark Insurance Company is a subsidiary company under the Trustmark Mutual Holding Company. Therefore, You are a member of the Trustmark Mutual Holding Company, which holds its annual meeting for the election of directors and the transaction of other business for Trustmark Mutual Holding Company each year or 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.

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# **Payment Provision**

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

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# MINIMUM DEATH BENEFIT TABLE

| ATTAINED AGE     | FACTOR         | ATTAINED AGE | FACTOR       |
|------------------|----------------|--------------|--------------|
| 0                | 14.56          | 50           | 2.63         |
| 1                | 14.09          | 51           | 2.55         |
| 2<br>3           | 13.62          | 52           | 2.48         |
| 3                | 13.13          | 53           | 2.41         |
| 4                | 12.66          | 54           | 2.34         |
| 5                | 12.20          | 55           | 2.28         |
| 4<br>5<br>6<br>7 | 11.76          | 56           | 2.22         |
| /                | 11.33          | 57<br>50     | 2.16         |
| 8<br>9           | 10.92          | 58           | 2.10         |
| 10               | 10.52<br>10.13 | 59<br>60     | 2.05<br>2.00 |
| 11               | 9.76           | 61           | 1.95         |
| 12               | 9.41           | 62           | 1.90         |
| 13               | 9.07           | 63           | 1.86         |
| 14               | 8.74           | 64           | 1.82         |
| 15               | 8.43           | 65           | 1.78         |
| 16               | 8.14           | 66           | 1.74         |
| 17               | 7.86           | 67           | 1.70         |
| 18               | 7.59           | 68           | 1.67         |
| 19               | 7.33           | 69           | 1.63         |
| 20               | 7.09           | 70           | 1.60         |
| 21               | 6.85           | 71           | 1.57         |
| 22               | 6.62           | 72           | 1.54         |
| 23               | 6.40           | 72<br>73     | 1.51         |
| 24               | 6.19           | 74           | 1.48         |
| 25               | 5.98           | 75           | 1.45         |
| 26               | 5.78           | 76           | 1.43         |
| 27               | 5.59           | 77           | 1.40         |
| 28               | 5.40           | 78           | 1.38         |
| 29               | 5.23           | 79           | 1.36         |
| 30               | 5.05           | 80           | 1.34         |
| 31               | 4.88           | 81           | 1.32         |
| 32               | 4.72           | 82           | 1.30         |
| 33               | 4.56           | 83           | 1.28         |
| 34<br>35         | 4.41<br>4.26   | 84<br>85     | 1.27<br>1.25 |
| 36               | 4.20           | 86           | 1.24         |
| 37               | 3.99           | 87           | 1.23         |
| 38               | 3.86           | 88           | 1.22         |
| 39               | 3.73           | 89           | 1.20         |
| 40               | 3.61           | 90           | 1.19         |
| 41               | 3.49           | 91           | 1.18         |
| 42               | 3.38           | 92           | 1.17         |
| 43               | 3.27           | 93           | 1.16         |
| 44               | 3.17           | 94           | 1.14         |
| 45               | 3.07           | 95           | 1.13         |
| 46               | 2.97           | 96           | 1.11         |
| 47               | 2.88           | 97           | 1.10         |
| 48               | 2.79           | 98           | 1.07         |
| 49               | 2.71           | 99           | 1.04         |
|                  |                |              |              |

The factors provided in the table above may be changed as necessary to keep the Policy in compliance with IRC Section 7702.

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# TABLE OF GUARANTEED MONTHLY COST OF INSURANCE RATES

Per \$1,000 At Risk

| DURATION    |         | DURATION |          |
|-------------|---------|----------|----------|
| 1           | 0.38974 | 33       | 2.42587  |
| 2           | 0.41476 | 34       | 2.61432  |
| 2<br>3      | 0.44186 | 35       | 2.82825  |
| 4           | 0.47175 | 36       | 3.07610  |
| 5           | 0.50581 | 37       | 3.35287  |
| 4<br>5<br>6 | 0.54613 | 38       | 3.64574  |
| 7           | 0.59549 | 39       | 3.95642  |
| 8           | 0.65181 | 40       | 4.29027  |
| 9           | 0.71718 | 41       | 4.65518  |
| 10          | 0.78812 | 42       | 5.06048  |
| 11          | 0.51944 | 43       | 5.50992  |
| 12          | 0.56991 | 44       | 5.99883  |
| 13          | 0.62330 | 45       | 6.57545  |
| 14          | 0.68505 | 46       | 7.24320  |
| 15          | 0.75474 | 47       | 7.93158  |
| 16          | 0.55670 | 48       | 8.64719  |
| 17          | 0.61677 | 49       | 9.41844  |
| 18          | 0.68436 | 50       | 10.19852 |
| 19          | 0.75947 | 51       | 11.07606 |
| 20          | 0.83931 | 52       | 12.09737 |
| 21          | 0.92363 | 53       | 13.13901 |
| 22          | 1.00601 | 54       | 14.14307 |
| 23          | 1.08924 | 55       | 14.89242 |
| 24          | 1.18139 | 56       | 15.56466 |
| 25          | 1.28359 | 57       | 16.55229 |
| 26          | 1.40001 | 58       | 17.79156 |
| 27          | 1.52789 | 59       | 19.38011 |
| 28          | 1.66165 | 60       | 21.17897 |
| 29          | 1.80102 | 61       | 22.89669 |
| 30          | 1.94517 | 62       | 24.12701 |
| 31          | 2.09466 | 63       | 24.93379 |
| 32          | 2.25480 | 64       | 26.28399 |
|             |         |          |          |

The factors provided in the table above do not exceed 250% of the 2001 Commissioners Standard Ordinary mortality tables for smokers and nonsmokers, blended (50% male/50% female) unisex, aged last birthday.

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# 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 Policy 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 Policy and accompanying riders and endorsements, except as herein stated.

The effective date of this Rider is the same as the Policy 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**

Accelerated Death Benefit Percentage means the Accelerated Death Benefit divided by the Available Death Benefit.

**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 a qualified practitioner of the healing arts, other than You, or the Insured or a member of Your or the Insured's Immediate Family, who is licensed by law, and is acting within the scope of such license, to 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 12 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 Policy 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
- Accelerated Death Benefit Percentage, as chosen by You, is not less than 25 percent and not greater than
  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.

The Accelerated Death Benefit under this Rider continues through any period of guaranteed paid up insurance option, which you may select as described in the Full Surrender provision of Your Policy.

# **EFFECT OF RIDER ON THE POLICY**

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 and Surrender Charges will be multiplied by the Accelerated Death Benefit Percentage.

Any Indebtedness will be reduced by the Accelerated Death Benefit Percentage. The Accelerated Death Benefit proceeds will be reduced by any amount used to repay Indebtedness.

Premium payable for the Policy and accompanying Riders, will be waived, and coverage of Your Policy is guaranteed to remain in force for the 12 months immediately following the date the Accelerated Death Benefit is paid or until the Insured's death, whichever occurs first. If less than 100% of the Available Death Benefit has been accelerated and paid, and if the Insured survives beyond 12 months, a proportionately reduced premium to be paid in cash will be due in accordance with the applicable provisions of Your Policy, 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 You have elected not to accelerate the full Available Death Benefit, You have the right to request additional accelerations at a later date, with total benefits paid not to exceed the maximum Accelerated Death Benefit. 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 Policy.

# **TERMINATION**

This Rider will automatically terminate on the earliest of:

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

# REINSTATEMENT

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

TRUSTMARK INSURANCE COMPANY

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

# CHILDREN'S TERM INSURANCE RIDER

This Rider is a part of the Policy 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. An amount equal to 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 Policy, except as herein stated. The effective date of this Rider is the same as the Policy Date, unless otherwise specified. If this Rider is added to the Policy after the Policy Date, the premium and effective date for this Rider will be shown on an endorsement.

# **DEFINITIONS**

Child's Death Benefit: means the amount shown for this Rider on the Schedule for each Insured Child.

Expiry Date: means, for each Insured Child, the Policy Anniversary Date on or after such child's 23rd birthday.

Insured Child: means each child, stepchild, legally adopted child, or child under legal guardianship of the Insured who:

- On the Effective Date of this Rider is under age 24 years, is named in the approved application for this Rider, and is not confined to a hospital.
- Is born or acquired after the Effective Date of this Rider and during the Insured's lifetime, is under age 24 years and is not confined to a hospital.
  - An adopted child or child under legal guardianship is acquired on the date the child is placed in the Insured's legal custody.
  - A stepchild is acquired on the date of the Insured's marriage.
- Each child age 19 through 23 must also be:
  - A full-time student at an accredited educational institution; and
  - Dependent upon You for support and maintenance.

If a child is confined to a hospital on the Effective Date of this Rider coverage will be effective as of 12:01 a.m. on the date after the date of discharge from such hospital, as long as the child meets the definition of Insured Child.

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

Insured Child does not include foster children or grandchildren.

# **BENEFIT**

We will pay the Child's Death Benefit when We receive proof satisfactory to Us that an Insured Child's death occurred while this Rider was in force for that child. Payment will be made subject to the provisions of the Policy and this Rider.

# **BENEFICIARY**

The benefit payable on the death of an Insured Child will be paid to the Insured, if living; otherwise to the spouse of the Insured, if living; otherwise, to such child's estate. The Owner may change the Beneficiary prior to the death of the Insured Child by notifying Us in writing.

# SUICIDE EXCLUSION

If, within two years from the Effective Date of coverage on each Insured Child, any Insured Child dies by suicide, Our liability will be limited to the total cost of this Rider.

### **DEATH OF THE INSURED**

If the Insured dies while this Rider is in force, the term insurance provided by this Rider on an Insured Child may be:

- Continued without payment of additional premium, subject to the Termination provision; or
- Converted as described in the Conversion provision.

In either case, We must receive evidence satisfactory to Us that the Insured died while this Rider was in force. No additional child may become an Insured Child after the date of the Insured's death.

#### CONVERSION

An Insured Child may convert the insurance under this Rider to a new policy within 31 days after the earliest of the following dates:

- The date of death of the Insured.
- The date the covered Insured Child reaches Expiry Date.
- The date the covered child no longer meets the definition of Insured Child.

The new policy will be issued if We receive the following within such 31 days:

- The application for the new policy; and
- The first premium payment for it.

The new policy will be:

- A permanent plan of insurance which We then regularly issue.
- For an amount of insurance not to exceed five times the Child's Death Benefit; and
- At premium rates in effect on the new policy effective date for the Insured Child's attained age and class of risk.

Each Insured Child's class of risk will be the same under the new policy as under this Rider. The conversion date will be the effective date of the new Policy. Insurance under this Rider will remain in force on the life of the Insured Child during the 31 days allowed for conversion.

# **MISSTATEMENT OF AGE**

If the age of any Insured Child is incorrectly stated, We will adjust all benefits under this Rider to the amount that would have been provided using the correct age.

# REINSTATEMENT

If this Rider lapses, it may be reinstated as long as the Policy is reinstated, subject to the Reinstatement provision described in Your Policy, and as long as any Insured Child survives.

# **INCONTESTABILITY**

We cannot contest this Rider after it has been in force during the lifetime of each Insured Child 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 the Owner's written request for termination; or
- The date the Policy terminates for any reason other than the death of the Insured; or
- The date all Insured Children have converted their insurance; or
- The date the youngest Insured Child reaches Expiry Date.

# TRUSTMARK INSURANCE COMPANY

John Anderson President Laura A. Derouin Corporate Secretary



# TRUSTMARK INSURANCE COMPANY

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

# Illustration and Disclosure Statement for Convalescent Care Benefit Rider

THIS PRODUCT IS A LIFE INSURANCE RIDER THAT ACCELERATES THE DEATH BENEFIT FOR QUALIFIED LONG TERM CARE SERVICES ON ACCOUNT OF CHRONIC ILLNESS AND IS NOT A HEALTH INSURANCE POLICY PROVIDING LONG TERM CARE INSURANCE SUBJECT TO THE MINIMUM REQUIREMENTS OF NEW YORK LAW, DOES NOT QUALIFY FOR THE NEW YORK STATE LONG TERM CARE PARTNERSHIP PROGRAM AND IS NOT A MEDICARE SUPPLEMENT POLICY.

This is a sample illustration demonstrating the manner in which the benefit under the Convalescent Care Benefit Rider operates. The illustration shows the acceleration based on the maximum benefit the rider provides.

Benefits are for services provided by a Long Term Care Facility, Assisted Living Facility, Home Health Care Agency and Adult Day Care Center to the extent that these services are Qualified Long Term Care Services. The monthly benefit will be paid without regard to the expenses incurred for such Qualified Long Term Care Services subject to the rider and Policy limitations.

# **CONDITIONS FOR PAYMENT**

Benefits are payable after the Insured has received services while confined in a Long Term Care or Assisted Living Facility or received Home Health Care or Adult Day Care services for 90 days, and benefits are payable retroactive to the first day of service.

For benefits to be payable, the Insured has been certified, within the preceding 12 months, by a Licensed Health Care Practitioner as:

- Being unable to perform without substantial assistance from another individual at least two Activities of Daily Living for a period of at least 90 days as a result of loss of functional capacity; or
- Requiring substantial supervision to protect the Insured from threats to health and safety caused by Severe Cognitive Impairment.

**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.

Severe Cognitive Impairment means deterioration or loss of intellectual capacity that is:

- · Comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and
- Measured and confirmed by clinical evidence and standardized tests that reliably measure impairment in the following areas:
  - 1. Short or long term memory;
  - 2. Orientation as to person, place and time;
  - 3. Deductive and abstract reasoning; and
  - 4. Judgment as it relates to safety awareness.

# **AMOUNT OF BENEFIT**

To the extent that the services are Qualified Long Term Care Services, the rider will provide benefits for:

- services provided in a Long Term Care Facility during confinement or Assisted Living Facility; or
- · services for Home Health Care or Adult Day Care.

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There are no deductibles and no waiting periods for the rider.

**Benefit Maximum:** The greater of 4% of the Death Benefit Amount or 4% of the Face Amount provided that such does not exceed the maximum amount eligible under section 7702B(d) of the Internal Revenue Code and all other applicable sections of federal law for favorable tax treatment.

Benefits payable for institutional and non-institutional are the same.

# **Example of Benefit:**

# Hypothetical Generic Example Of Convalescent Care Benefit Claim Payments (with Indebtedness)

When on claim, monthly deductions are waived, so this exhibit assumes no premium paid during the claim period. Policy values for each Payment Period are the values after each Benefit Payment has been made.

| Payment   | Total            | Net                | Death      | Face       | Indebtednes | Death Benefit             | Interest         | Accumulate | Surrender | Cash      |
|-----------|------------------|--------------------|------------|------------|-------------|---------------------------|------------------|------------|-----------|-----------|
| Period    | Benefit          | Benefit            | Benefit    | Amount     | S 000 00    | Reduced By                | On               | d Value    | Charge    | Value     |
| (Monthly) | Payment of Rider | Payment to Insured | 100,000.00 | 100,000.00 | 6,000.00    | Indebtedness<br>94,000.00 | Indebtedne<br>ss | 20,000     | 1,072     | 18,929    |
| 1         | 4.000.00         | 3,720.00           | 96,000.00  | 96,000.00  | 5,760.00    | 90,240.00                 | 40.00            | 19,200.00  | 1,123.97  | 18,076.03 |
| 2         | 4,000.00         | 3,720.60           | 92,000.00  | 92.000.00  | 5,520.00    | 86,480.00                 | 38.40            | 18,400.00  | 1,123.37  | 17,322.86 |
| 3         | 4.000.00         | 3,723.20           | 88,000.00  | 88.000.00  | 5,280.00    | 82,720.00                 | 36.80            | 17,600.00  | 1.030.30  | 16,569.70 |
| 4         | 4.000.00         | 3,724.80           | 84,000.00  | 84.000.00  | 5,040.00    | 78,960.00                 | <b>3</b> 5.20    | 16,800.00  | 983.47    | 15,816.53 |
| 5         | 4.000.00         | 3.726.40           | 80.000.00  | 80.000.00  | 4.800.00    | 75,200.00                 | 33.60            | 16.000.00  | 936.64    | 15.063.36 |
| 6         | 4.000.00         | 3,728.00           | 76,000.00  | 76.000.00  | 4,560.00    | 71,440.00                 | 32.00            | 15,200.00  | 889.81    | 14,310.19 |
| 7         | 4.000.00         | 3.729.60           | 72.000.00  | 72.000.00  | 4.320.00    | 67.680.00                 | 30.40            | 14.400.00  | 842.98    | 13.557.02 |
| 8         | 4.000.00         | 3,731.20           | 68.000.00  | 68.000.00  | 4,080.00    | 63,920.00                 | 28.80            | 13,600.00  | 796.14    | 12,803.86 |
| 9         | 4,000.00         | 3,732.80           | 64,000.00  | 64,000.00  | 3,840.00    | 60,160.00                 | 27.20            | 12,800.00  | 749.31    | 12,050.69 |
| 10        | 4.000.00         | 3.734.40           | 60.000.00  | 60.000.00  | 3.600.00    | 56.400.00                 | 25.60            | 12.000.00  | 702.48    | 11.297.52 |
| 11        | 4,000.00         | 3,736.00           | 56,000.00  | 56,000.00  | 3,360.00    | 52,640.00                 | 24.00            | 11,200.00  | 655.65    | 10,544.35 |
| 12        | 4,000.00         | 3,737.60           | 52,000.00  | 52,000.00  | 3,120.00    | 48,880.00                 | 22.40            | 10,400.00  | 608.82    | 9,791.18  |
| 13        | 4,000.00         | 3,739.20           | 48,000.00  | 48,000.00  | 2,880.00    | 45,120.00                 | 20.80            | 9,600.00   | 561.98    | 9,038.02  |
| 14        | 4,000.00         | 3,740.80           | 44,000.00  | 44,000.00  | 2,640.00    | 41,360.00                 | 19.20            | 8,800.00   | 515.15    | 8,284.85  |
| 15        | 4,000.00         | 3,742.40           | 40,000.00  | 40,000.00  | 2,400.00    | 37,600.00                 | 17.60            | 8,000.00   | 468.32    | 7,531.68  |
| 16        | 4,000.00         | 3,744.00           | 36,000.00  | 36,000.00  | 2,160.00    | 33,840.00                 | 16.00            | 7,200.00   | 421.49    | 6,778.51  |
| 17        | 4,000.00         | 3,745.60           | 32,000.00  | 32,000.00  | 1,920.00    | 30,080.00                 | 14.40            | 6,400.00   | 374.66    | 6,025.34  |
| 18        | 4,000.00         | 3,747.20           | 28,000.00  | 28,000.00  | 1,680.00    | 26,320.00                 | 12.80            | 5,600.00   | 327.82    | 5,272.18  |
| 19        | 4,000.00         | 3,748.80           | 24,000.00  | 24,000.00  | 1,440.00    | 22,560.00                 | 11.20            | 4,800.00   | 280.99    | 4,519.01  |
| 20        | 4,000.00         | 3,750.40           | 20,000.00  | 20,000.00  | 1,200.00    | 18,800.00                 | 9.60             | 4,000.00   | 234.16    | 3,765.84  |
| 21        | 4,000.00         | 3,752.00           | 16,000.00  | 16,000.00  | 960.00      | 15,040.00                 | 8.00             | 3,200.00   | 187.33    | 3,012.67  |
| 22        | 4,000.00         | 3,753.60           | 12,000.00  | 12,000.00  | 720.00      | 11,280.00                 | 6.40             | 2,400.00   | 140.50    | 2,259.50  |
| 23        | 4,000.00         | 3,755.20           | 8,000.00   | 8,000.00   | 480.00      | 7,520.00                  | 4.80             | 1,600.00   | 93.66     | 1,506.34  |
| 24        | 4,000.00         | 3,756.80           | 4,000.00   | 4,000.00   | 240.00      | 3,760.00                  | 3.20             | 800.00     | 46.83     | 753.17    |
| 25        | 4,000.00         | 3,758.40           | 0.00       | 0.00       | 0.00        | 0.00                      | 1.60             | 0.00       | 0.00      | 0.00      |

# **EXCLUSIONS AND LIMITATIONS**

The rider does not pay benefits for loss:

- 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.
- Due to treatment or care received while outside the United States and its possessions.
- Due to alcoholism or drug addiction, unless the addiction results from administration of drugs for treatment prescribed by a Licensed Health Care Practitioner.
- 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; or
  - Suicide, attempted suicide or intentionally self-inflicted Injury.
- Which does not satisfy all the conditions stated in the rider provision captioned Conditions on Eligibility for Benefits.

PS.205 NY 2

Premium payable for the Policy and accompanying riders, will be waived, and coverage is guaranteed to remain in force for the period the Convalescent Care Benefit is paid or until the Insured's death, whichever occurs first. If the Insured fails to qualify for benefits under the Convalescent Care Benefit Rider, a proportionately reduced premium to be paid in cash will be due in accordance with the applicable Policy provisions, including any waiver of premium provision.

Guaranteed cost of insurance charges for your Policy remain in effect and are unchanged by your benefit acceleration.

# Additional Disclosures about the accelerated death benefit under the Convalescent Care Benefit Rider

- NEW YORK REGULATION REQUIRES US TO NOTIFY YOU THAT RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN AND SUPPLEMENTAL SECURITY INCOME.
- 2. Other means may be available to achieve your intended goal, including a policy loan, if available.



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NOTICE: This Rider is intended to be a qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code. This is not a health insurance rider and is not subject to the minimum requirements of New York Law pertaining to long-term care insurance. This Rider does not qualify for the New York Long-Term Care Partnership Program, and is not a Medicare Supplement Policy. This Rider is intended to be a qualified long-term care insurance contract for federal tax law only.

Notice to Buyer: This Rider may not cover all of the costs associated with Qualified Long-Term Care Services incurred by the buyer during the period of coverage. The buyer is advised to review carefully all rider limitations.

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

# **CONVALESCENT CARE BENEFIT RIDER**

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

This Rider is part of the Policy 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 Policy, except as herein stated. The Effective Date of this Rider is the same as the Policy Date, unless otherwise specified. If this Rider is added to the Policy after the Policy Date, the Monthly Rider Deduction and Effective Date for this Rider will be shown on an endorsement. The Policy determines the benefits under this Rider. If Your application for this Rider is to add it to existing coverage that already includes a similar acceleration of life benefits for long-term care rider, the previous rider will be null and void on this Rider's Effective Date. We will refund pro-rata premium, if applicable. All time periods satisfied under the previous rider will be considered satisfied under this Rider.

# 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: This Convalescent Care Benefit Rider is issued to You based upon Your responses to the questions on Your application. A copy of Your application is enclosed or was retained by You when You applied for this Rider. If Your answers fail to include all material information requested, then We have the right to deny rider benefits or rescind Your 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 Our administrative office at the following address: Trustmark Insurance Company, 400 Field Drive, Lake Forest, IL 60045-2581.

# **PREMIUM**

We have the right to adjust the premium rates with notice to the Department of Insurance. Any increase in premium rates will be done on a class basis. Premium rates are guaranteed not to change within the first year of the rider. After the first year, premium rate adjustments will be made no more frequently than once every 12 months. We will not increase Your premium rate because of Your increasing age, or for the amount of time You have been covered under this Rider. We will give You a 45-day written notice before any premium rate adjustment. Your maximum premium rate for this Rider is shown on Your Schedule.



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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;
- 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.

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
- It 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. It must be licensed by the appropriate state-licensing agency, if the state licenses such facilities.

Available Benefit means the greater of the Face Amount and Death Benefit Amount for that Benefit Period.

**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.

**Chronically III or Chronic Illness** means that the Insured has been certified, within the preceding 12 months, by a Licensed Health Care Practitioner as:

- Being unable to perform without substantial assistance from another individual at least two Activities of Daily Living for a period of at least 90 days as a result of loss of functional capacity; or
- Requiring substantial supervision to protect the Insured from threats to health and safety caused by Severe Cognitive Impairment.

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

**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.
- 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 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; or
- Is certified by Medicare as a Home Health Care Agency.

The agency must not be 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:

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

**Licensed Health Care Practitioner** means a physician as defined in Section 1861(r)(1) of the Social Security Act, a registered professional nurse, licensed social worker, or other individual who meets requirements prescribed by the Secretary of the Treasury. The licensed health care practitioner must be licensed by the state and must be acting within the scope of his or her license and does not include You, the Insured, or a member of the Immediate Family.

**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.

**Maximum Monthly Limit** means the per diem dollar amount limitation for Qualified Long Term Care Services under Section 7702B(d) of the Internal Revenue Code, as amended, multiplied by the number of days in each calendar month.

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

**Plan of Care** is a written individualized plan prepared and signed by the Licensed Health Care Practitioner that establishes Your need for medical treatment and non-medical assistance and services which are prescribed because of Your Chronic Illness. Such Plan of Care describes the following:

- · The kind of care You need;
- The frequency and duration of all medication, therapy, and services required;
- The name and title of the provider who will perform the required services or the agency or facility where the care is to be provided;
- The likelihood of improvement or deterioration of Your condition within the next 12 months from the date the Plan of Care was prepared; and
- The supporting evidence upon which the Licensed Health Care Practitioner has based his or her conclusions and prognosis.

**Qualified Long Term Care Services** means necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or personal care services, which are:

- Required by the Insured because of Chronic Illness; and
- Provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner.

**Reduction Percentage** means the monthly benefit amount described in the Amount of Benefit provision divided by the Available Benefit.

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 must be provided in a Residential Care Facility.

Severe Cognitive Impairment means deterioration or loss of intellectual capacity that is:

- Comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and
- Measured and confirmed by clinical evidence and standardized tests that reliably measure impairment in the following areas:
  - 1. Short or long term memory;
  - 2. Orientation as to person, place and time;
  - 3. Deductive and abstract reasoning; and
  - 4. Judgment as it relates to safety awareness.

**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 Plan of Care 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 services provided while confined in a Long Term Care Facility, Assisted Living, Home Health Care and Adult Day Care services for the person who is the Insured under the Policy to the extent that such services are Qualified Long-Term Care Services, provided the Conditions for Payment are met.

When Benefits Begin: Provided the Conditions for Payment are met, and upon certification from a Licensed Health Care Practitioner, benefits are payable after the Insured has received services while confined in a Long Term Care or Assisted Living Facility or received Home Health Care or Adult Day Care services for 90 days, and benefits are payable retroactive to the first day of service. This 90-day period need not be continuous. It must, however, be entirely within one Benefit Period.

Conditions for Payment: The following conditions must be met to qualify for benefits:

- The insured is Chronically III.
- The Licensed Health Care Practitioner must approve a Plan of Care in writing prescribing services that are to be provided to the Insured. The Insured must receive the services prescribed under the approved Plan of Care while this Rider is in force.
- At least once every 12 months following a prior certification of Chronic Illness, and for as long as the Insured continues to be ill, the Licensed Health Care Practitioner:
  - 1. Must again certify that the Insured's Chronic Illness is expected to continue for at least 90 days; and
  - 2. Either approve a new Plan of Care, or reconfirm the existing Plan of Care in writing.

# LONG TERM CARE FACILITY BENEFIT

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

- Meet the Conditions for Payment; and
- Be receiving Skilled Nursing Care, Intermediate Nursing Care, or Residential Nursing Care services while confined in the Long Term Care Facility. These services are covered to the extent that such services are Qualified Long Term Care Services.

# **ASSISTED LIVING BENEFIT**

We will pay benefits for services 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 which are covered to the extent that such services are Qualified Long Term Care Services.

### **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 Conditions for Payment; and
- Be receiving Home Health Care services by a Home Health Care Agency which are covered to the extent that such services are Qualified Long Term Care Services.

# **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 services at an Adult Day Care Center which are covered to the extent that such services are Qualified Long Term Care Services.

# **AMOUNT OF BENEFIT**

**Long Term Care Facility and Assisted Living Benefit**: For each Benefit Period the monthly benefit amount for Long Term Care Facility or Assisted Living Benefit each month is the lesser of:

- The Maximum Monthly Limit; or
- 4% of the Available Benefit.

We will pay You a monthly payment equal to:

- The monthly benefit amount;
- Less the Reduction Percentage multiplied by Indebtedness.

Long Term Care Facility and Assisted Living Benefit will be paid monthly based on each day the Insured received services while confined in a Long Term Care Facility or Assisted Living Facility. If a new confinement is within the same Benefit Period as a previous confinement, benefits are resumed at the previous per day amount.

Following the date of claim for benefits under this Rider, interest on outstanding Indebtedness will be charged against the benefit amount payable under this Rider. At Your option, such interest may be paid in cash.

**Home Health Care and Adult Day Care Benefit**: For each Benefit Period the monthly benefit amount for Home Health Care or Adult Day Care Benefit each month is the lesser of:

- The Maximum Monthly Limit; or
- 4% of the Available Benefit.

We will pay You a monthly payment equal to:

- The monthly benefit amount;
- Less the Reduction Percentage multiplied by Indebtedness.

Home Health Care and Adult Day Care Benefit will be paid monthly based on each day the Insured receives such care.

Following the date of claim for benefits under this Rider, interest on outstanding Indebtedness will be charged against the benefit amount payable under this Rider. At Your option, such interest may be paid in cash.

# **Benefit Exceptions and Limitations**

- **Irrevocable Beneficiary:** If the Policy has an irrevocable Beneficiary(s), no rider benefits can be paid without the prior written consent of such Beneficiary(s).
- **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 Policy 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 Benefit:** The total benefit payable for all Benefit Periods for all covered confinements and services combined cannot exceed the Available Benefit less Indebtedness, as of the start of the first Benefit Period.

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

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

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

Any reduction in Indebtedness will be considered as a part of the monthly benefit amount under this Rider for purposes of applying Section 7702B(d) of the Internal Revenue Code.

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

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

| Monthly payment if no Indebtedness                  |            |
|---|------------|
| Death Benefit Amount                                | \$100,000  |
| Face Amount   | \$100,000  |
| Reduction Percentage                                | 4%         |
| Reduction Percentage 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                                | \$100,000  |
| Face Amount   | \$100,000  |
| Indebtedness  | \$ - 6,000 |
| Death Benefit Amount reduced by Indebtedness        | \$94,000   |
| Reduction Percentage                                | 4%         |
| 4% of Death Benefit Amount reduced by Indebtedness* | \$3,760    |
| Interest on outstanding Indebtedness                | \$40       |
| 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 monthly benefit payment reduced all Policy Values the Reduction Percentage. Thus, the Indebtedness is reduced 4% of \$6,000.00 or \$240.00 for each monthly payment. In this example, interest on Indebtedness is calculated at 8%.

\*Subject to limitation under section 7702B(d) of the Internal Revenue Code. Limitation is an indexed amount, based on a daily limitation which is adjusted annually, as determined by the Internal Revenue Code.

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;
- 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 Policy and all riders. The Policy 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 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.
- Due to treatment or care received while outside the United States and its possessions
- Due to alcoholism or drug addiction, unless the addiction results from administration of drugs for treatment prescribed by a Licensed Health Care Practitioner.
- 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; or
  - Suicide, attempted suicide or intentionally self-inflicted Injury;
- 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 60 days after a covered loss begins, or as soon as reasonably possible after that. The notice should contain Your name and the Insured's name, Policy number, and the address to which the claim form should be sent. Notice by You or on Your behalf should be given to Us at claim office at Trustmark Insurance Company, , Lake Forest, IL 60045-7937, or to any of Our authorized agents with information sufficient to identify the Insured. 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 from the date of loss. 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. A monthly statement will be sent to You showing the amount of benefits paid, the change to the Policy's Death Benefit and Cash Value caused by the benefit payment, and the remaining benefit limit.

**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, but not more frequently than once every ninety (90) days.

# 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 Policy. Such termination will not affect payments if the Insured is receiving benefits at the time of termination; or
- When the total benefits paid for the Benefit Period combined equals the Available Benefit less Indebtedness.

**Extension of Benefits:** The termination of this Rider is 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.

**Paid Up Insurance:** Upon election of the guaranteed paid up insurance option, this Rider will continue in-force for the monthly benefit as described in the Amount of Benefit provision and Maximum Benefit provision.

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

**Reinstatement:** If the Policy is reinstated, this Rider may also be Reinstated, subject to our evidence of insurability. The reinstated rider will only provide benefits that are covered which begin on or after the date of reinstatement. Except for this and any new Policy provisions added due to reinstatement, both Your rights and Ours will be the same as before the Policy lapsed.

If, however, the Insured was Chronically III when this Rider lapsed and You request in writing to reinstate this Rider within 5 months after the date of lapse, then in lieu of submitting evidence of insurability, You may reinstate this Rider and the Policy without evidence of insurability by submitting a statement in writing from the Licensed Health Care Practitioner certifying that the Insured was Chronically III on the date of lapse. After reinstatement, this Rider will provide accelerated death benefits for Long Term Care Facility, Assisted Living, Home Health Care or Adult Day Care which begin on or after the date of lapse, subject to the terms and conditions of this Rider.

**Incontestability:** We cannot contest this Rider after it has been in force during the Insured's lifetime for two years from its Effective Date. We have the right to rescind this Rider or any increase in coverage You have applied for which was subject to evidence of insurability, or deny an otherwise valid claim for accelerated benefits, if:

- This Rider has been in force for less than six (6) months and it is shown that there is a misrepresentation that is material to the acceptance for coverage; or
- This Rider or increase in coverage has been in effect for at least six (6) months but less than two (2) years and it is shown that there is a misrepresentation that is both material to the acceptance of Your coverage and which pertains to the condition for which You submitted a claim for benefits under this Rider.

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. This

paragraph does not apply to a reinstatement made within 5 months after the date of lapse because the Insured was Chronically III, as described in  $2^{nd}$  paragraph of the above Reinstatement provision.

# TRUSTMARK INSURANCE COMPANY

John Anderson President Laura A. Derouin Corporate Secretary

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

#### NOTICE OF JUVENILE COVERAGE LIMITATIONS

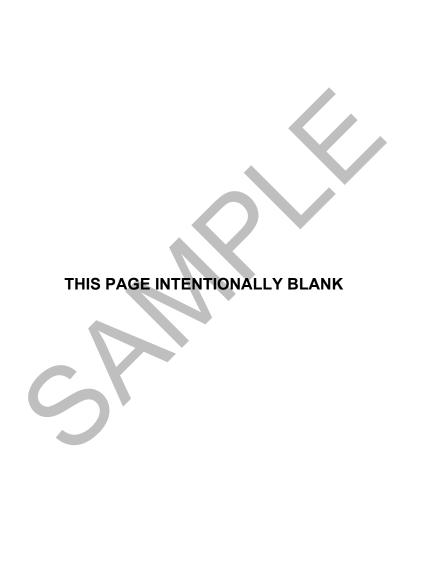
This Policy provides coverage on the life of Your minor dependent child under the age of 14 years and 6 months. Coverage of such minor child is subject to the following monetary limitations:

- 1. For a dependent child under the age of 14 years and 6 months but over the age of 4 years and 6 months, the amount of coverage under this Policy, together with the amount of life insurance coverage under any other inforce policy or policies with Us or other insurer(s) should not exceed the greater of \$50,000 or 50% of the amount of Your inforce life insurance coverage as of the date of issue of this Policy.
- 2. For a dependent child under the age of 4 years and 6 months, the amount of coverage under this Policy, together with the amount of life insurance coverage under any other inforce policy or policies with Us or other insurer(s) should not exceed the greater of \$50,000 or 25% of the amount of Your inforce life insurance coverage as of the date of issue of this Policy.

After the date this Policy has been issued, any reduction of the amount of Your inforce life insurance coverage will not affect the above-limitations.

Any amount that is in excess will not be valid, or payable as a claim, so long as and to the extent that it continues to be in excess. However, on or after the date upon which the minor attains the age of 14 years and 6 months, any excess amount will no longer be considered excess.

This notice will be attached and made part of the Policy



# Trustmark Insurance Company LIFE INSURANCE BUYER'S GUIDE

This guide can help you shop for life insurance. It discusses how to:

- Find a Policy That Meets Your Needs and Fits Your Budget
- Decide How Much Insurance You Need
- Make Informed Decisions When You Buy a Policy

Prepared by the National Association of Insurance Commissioners

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

This guide does not endorse any company or policy.

#### IMPORTANT THINGS TO CONSIDER

- 1. Review your own insurance needs and circumstances. Choose the kind of policy that has benefits that most closely fit your needs. Ask an agent or company to help you.
- 2. Be sure you can handle premium payments. Can you afford the initial premium? If the premium increases later and you still need insurance, can you still afford it?
- 3. Don't sign an insurance application until you review it carefully to be sure all the answers are complete and accurate.
- 4. Don't buy life insurance unless you intend to stick with your plan. It may be very costly if you quit during the early years of the policy.
- 5. Don't drop one policy and buy another without a thorough study of the new policy and the one you have now. Replacing your insurance **may be costly**.
- 6. Read your policy carefully. Ask your agent or company about anything that is not clear to you.
- 7. Review your life insurance program with your agent or company every few years to keep up with changes in your income and your needs.

# **Buying Life Insurance**

When you buy life insurance, you want coverage that fits your needs.

First, decide how much you need - and for how long - and what you can afford to pay. Keep in mind the major reason you buy life insurance is to cover the financial effects of unexpected or untimely death. Life insurance can also be one of many ways you plan for your future.

Next, learn what kinds of policies will meet your needs and pick the one that best suits you. Then, choose the combination of policy premium and benefits that emphasizes protection in case of early death, or benefits in case of long life, or a combination of both.

It makes good sense to ask a life insurance agent or company to help you. An agent can help you review your insurance needs and give you information about the available policies. If one kind of policy 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 or from your public library.

# What About the Policy You Have Now?

If you are thinking about dropping a life insurance policy, here are some things you should consider:

- If you decide to replace your policy, don't cancel your old policy until you have received the new one. You then have a minimum period to review your new policy and decide if it is what you wanted.
- It may be costly to replace a policy. Much of what you paid in the early years of the policy you have now, paid
  for the company's cost of selling and issuing the policy. You may pay this type of cost again if you buy a new
  policy.
- Ask your tax advisor if dropping your policy could affect your income taxes.
- If you are older or your health has changed, premiums for the new policy will often be higher. You will not be able to buy a new policy if you are not insurable.

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- You may have valuable rights and benefits in the policy you now have that are not in the new one.
- If the policy you have now no longer meets your needs, you may not have to replace it. You might be able to change your policy or add to it to get the coverage or benefits you now want.
- At least in the beginning, a policy may pay no benefits for some causes of death covered in the policy you
  have now.

In all cases, if you are thinking of buying a new policy, check with the agent or company that issued you the one you have now. When you bought your old policy, you may have seen an illustration of the benefits of your policy. Before replacing your policy, ask your agent or company for an updated illustration. Check to see how the policy has performed and what you might expect in the future, based on the amounts the company is paying now.

#### **How Much Do You Need?**

Here are some questions to ask yourself:

- How much of the family income do I provide? If I were to die early, how would my survivors, especially my children, get by? Does anyone else depend on me financially, such as a parent, grandparent, brother or sister?
- Do I have children for whom I'd like to set aside money to finish their education in the event of my death?
- How will my family pay final expenses and repay debts after my death?
- Do I have family members or organizations to whom I would like to leave money?
- Will there be estate taxes to pay after my death?
- How will inflation affect future needs?

As you figure out what you have to meet these needs, count the life insurance you have now, including any group insurance where you work or veteran's insurance. Don't forget Social Security and pension plan survivor's benefits. Add other assets you have: savings, investments, real estate and personal property. Which assets would your family sell or cash in to pay expenses after your death?

# What Is the Right Kind of Life Insurance?

All policies are not the same. Some give coverage for your lifetime and others cover you for a specific number of years. 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. Some policies may offer other benefits while you are still living. Your choice should be based on your needs and what you can afford.

There are two basic types of life insurance: term insurance and cash value insurance. Term insurance generally has lower premiums in the early years, but does not build up cash values that you can use in the future. You may combine cash value life insurance with term insurance for the period of your greatest need for life insurance to replace income.

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 offers the largest insurance protection for your premium dollar. It generally does not build up cash value.

You can renew most term insurance policies for one or more terms even if your health has changed. Each time you renew the policy for a new term, premiums may be higher. Ask what the premiums will be if you continue to renew the policy. Also ask if you will lose the right to renew the policy at some age. For a higher premium, some companies will give you the right to keep the policy in force for a guaranteed period at the same price each year. At the end of that time you may need to pass a physical examination to continue coverage, and premiums may increase.

You may be able to trade many term insurance policies for a cash value policy during a conversion period – 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.

Cash Value Life Insurance is a type of insurance where premiums charged are higher at the beginning than they would be for the same amount of term insurance. The part of the premium that is not used for the cost of insurance is invested by the company and builds up cash value that may be used in a variety of ways. You may borrow against a policy's cash value by taking a policy loan. If you don't pay back the loan and the interest on it, the amount you owe will be subtracted from the benefits when you die, or from the cash value if you stop paying premiums and take out the remaining cash value. You can also use your cash value to keep insurance protection for a limited time or to buy a reduced amount

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without having to pay more premiums. You also can use the cash value to increase your income in retirement or to help pay for needs such as a child's tuition without canceling the policy.

However, to build up this cash value, you must pay higher premiums in the earlier years of the policy. Cash value life insurance may be one of several types; whole life, universal life and variable life are all types of cash value insurance.

**Whole Life Insurance** covers you for as long as you live if your premiums are paid. You generally pay the same amount in premiums for as long as you live. When you first take out the policy, premiums can be several times higher than you would pay initially 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 since the premium payments are made during a shorter period.

**Universal Life Insurance** is a kind of flexible policy that lets you vary your premium payments. You can also adjust the face amount of your coverage. Increases may require proof that you qualify for the new death benefit. The premiums you pay (less expense charges) go into a policy account that earns interest. Charges are deducted from the account. If your yearly premium payment plus the interest your account earns is less than the charges, your account value will become lower. If it keeps dropping, eventually your coverage will end. To prevent that, you may need to start making premium payments, or increase your premium payments, or lower your death benefits. Even if there is enough in your account to pay the premiums, continuing to pay premiums yourself means that you build up more cash value.

Variable Life Insurance is a kind of insurance where the death benefits and cash values depend on the investment performance of one or more separate accounts, which may be invested in mutual funds or other investments allowed under the policy. Be sure to get the prospectus from the company when buying this kind of policy and STUDY IT CAREFULLY. You will have higher death benefits and cash value if the underlying investments do well. Your benefits and cash value will be lower or may disappear if the investments you chose didn't do as well as you expected. You may pay an extra premium for a guaranteed death benefit.

#### Life Insurance Illustrations

You may be thinking of buying a policy where cash values, death benefits, dividends or premiums may vary based on events or situations the company does not guarantee (such as interest rates). If so, you may get an illustration from the agent or company that helps explain how the policy works. The illustration will show how the benefits that are not guaranteed will change as interest rates and other factors change. The illustration will show you what the company guarantees. It will also show you what could happen in the future. Remember that nobody knows what will happen in the future. You should be ready to adjust your financial plans if the cash value doesn't increase as quickly as shown in the illustration. You will be asked to sign a statement that says you understand that some of the numbers in the illustration are not guaranteed.

# Finding a Good Value in Life Insurance

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:

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- Do premiums or benefits vary from year to year?
- How much do the benefits build up in 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?

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Remember that no one company offers the lowest cost at all ages for all kinds and amounts of insurance. You should also consider other factors:

- How quickly does the cash value grow? Some policies have low cash values in the early years that build
  quickly later on. Other policies 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 or an illustration that will
  show benefits and premiums for selected years.)
- Are there special policy features that particularly suit your needs?
- How are nonguaranteed values calculated? For example, interest rates are important in determining policy
  returns. In some companies increases reflect the average interest earnings on all of that company's policies
  regardless of when issued. In others, the return for policies issued in a recent year, or group of years, reflects
  the interest earnings on that group of policies; in this case, amounts paid are likely to change more rapidly
  when interest rates change.

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400 Field Drive · Lake Forest, IL 60045

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#### Addendum to Life Insurance Buyer's Guide

After you have decided which kind of life insurance fits your needs, look for a good buy. Your chances of finding a good buy are better if you use two types of index numbers that have been developed to aid in shopping for life insurance. One is called the "Surrender Cost Index" and the other is the "Net Payment Cost Index." It will be worth your time to try to understand how these indexes are used, but in any event, use them only for comparing the relative costs of similar policies. LOOK FOR POLICIES WITH LOW COST INDEX NUMBERS.

#### What is Cost?

"Cost" is the difference between what you pay and what you get back. If you pay a premium for life insurance and get nothing back, your cost for the death protection is the premium. If you pay a premium and get something back later on, such as a cash value, your cost is smaller than the premium.

The cost of some policies can also be reduced by dividends; these are called "participating" policies. Companies may tell you what their current dividends are, but the size of future dividends is unknown today and cannot be guaranteed. Dividends actually paid are set each year by the company.

Some policies do not pay dividends. These are called "guaranteed cost" or "nonparticipating" policies. Every feature of a guaranteed cost policy is fixed so that you know in advance what your future cost will be.

The premiums and cash values of a participating policy are guaranteed, but the dividends are not. Premiums for participating policies are typically higher than for guaranteed cost policies, but the cost to you may be higher or lower, depending on the dividends actually paid. What are Cost Indexes?

In order to compare the cost of policies, you need to look at:

- 1. Premiums
- 2. Cash Values
- 3. Dividends

Cost Indexes use one or more of these factors to give you a convenient way to compare relative costs of similar policies. When you compare costs, an adjustment must be made to take into account that money is paid and received at different times. It is not enough to just add up the premiums you will pay and to subtract the cash values and dividends you expect to get back.

These indexes take care of the arithmetic for you. Instead of having to add, subtract and multiply and divide many numbers yourself, you just compare the index numbers which you can get from life insurance agents and companies.

- 1. Life Insurance Surrender Cost Index. This index is useful if you consider the level of the cash values to be of primary importance to you. It helps you compare costs if at some future point in time, such as 10 or 20 years, you were to surrender the policy and take its cash value.
- 2. Life Insurance Net Payment Cost Index. This index is useful if your main concern is the benefits that are to be paid at your death and if the level of cash values is of secondary importance to you. It helps you compare costs at some future point in time, such as 10 or 20 years, if you continue paying premiums on your policy and do not take its cash value.

There is another number called the Equivalent Level Annual Dividend. It shows the part dividends play in determining the cost index of a participating policy. Adding a policy's Equivalent Level Annual Dividend to its cost index allows you to compare total costs of similar policies before deducting dividends. However, if you make any cost comparisons of a participating policy with a non-participating policy, remember that the total cost of the participating policy will be reduced by dividends, but the cost of the non-participating policy will not change.

How Do I Use Cost Indexes?

The most important thing to remember when using cost indexes is that a policy with a small index number is generally a better buy than a comparable policy with a larger index number. The following rules are also important:

- (1) Cost comparisons should only be made between similar plans of life insurance. Similar plans are those which provide essentially the same basic benefits and require premium payments for approximately the same period of time. The closer policies are to being identical, the more reliable the cost comparison will be.
- (2) Compare index numbers only for the kind of policy, for your age and for the amount you intend to buy. Since no one company offers the lowest cost for all types of insurance at all ages and for all amounts of insurance, it is important that you get the indexes for the actual policy, age and amount which you intend to buy. Just because a Shopper's Guide tells you that one company's policy is a good buy for a particular age and amount, you should not assume that all of that company's policies are equally good buys.
- (3) Small differences in index numbers could be offset by other policy features, or differences in the quality of service you may expect from the company or its agent. Therefore, when you find small differences in cost indexes, your choice should be based on something other than cost.
- (4) In any event, you will need other information on which to base your purchase decision. Be sure you can afford the premiums, and that you understand its cash values, dividends and death benefits. You should also make a judgment on how well the life insurance company or agent will provide service in the future, to you as a policyholder.
- (5) These life insurance cost indexes apply to new policies and should not be used to determine whether you should drop a policy you have already owned for a while, in favor of a new one. If such a replacement is suggested, you should ask for information from the company which issued the old policy before you take action.

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

PREPARED FOR: JOHN DAVIS AGE: 30 MALE STANDARD

POLICY NUMBER: TULE\_NY

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

Guaranteed Cost of Current Cost of Average of Guaranteed and Insurance and Current Current Cost of Insurance Interest at 3 % Interest at 4.0 % and Interest at 3.5%

The last year of death benefit under guaranteed assumptions will be Policy year 39, under current assumptions will be Policy year 70, and under average assumptions will be Policy 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. The level annual premium that would continue this contract to maturity based on Guaranteed Cost of Insurance and Guaranteed Interest is .

# AN EXPLANATION OF THE USE OF THESE INDEXES IS PROVIDED IN THE BUYER'S GUIDE.

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

PO BOX 7937

Lake Forest, IL 60045-7937 (800) 918-8877option 6

Any questions regarding this coverage should be directed to this address and phone number.



08-05-2014



# 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 Policy. This Policy 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.

#### ACCIDENTAL DEATH BENEFIT RIDER

The Accidental Death Benefit is equal to the Face Amount in effect for an accidental death that occurs prior to the Insured's 75th birthday.

# CHILDREN'S TERM INSURANCE RIDER

Pays the Insured Childs Death Benefit if the Insured Child dies while the rider is in force.

#### CONVALESCENT CARE BENEFIT RIDER

Pays benefits after the insured has received services while confined in a Long Term Care or Assisted Living Facility, or received Home Health Care and Adult Day Care services for 90 days. Benefits are payable and retroactive to the first day of service. Payments will be based on the greater of Face Amount or Death Benefit.

For an additional premium, allows you to increase your coverage yearly without additional underwriting. Benefit increases are automatic for a pre-selected number of years.

### WAIVER OF PREMIUM RIDER

Waives payment of the Annual Expense Charge Premium and premium on riders not included in the Annual Expense Charge Premium during the Total Disability of the Waiver Insured.

# DEFINITIONS OF IMPORTANT TERMS AND COLUMN HEADINGS

CLIENT'S CLASS: This illustration assumes the insured is classified as MALE.

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

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

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

The Payment Mode for the Policy 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 Policy Date this equals the premium received less the Percentage Expense Charge less the Monthly Deduction. On each Monthly Deduction day after the Policy 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 th 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 th birth date, the Death Benefit Amount is the greater of of the Face Amount on the date of death or the Minimum Death Benefit.

GUARANTEED CHARGES AND INTEREST OF 3.0%: The Accumulated Value on any Policy anniversary will be at least equal to what it would have been if the interest rate credited had always been 3.0 %: and the Guaranteed Monthly Cost of Insurance Rates, 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 4.0%: 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 Policy.

#### **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.

#### **POLICY LOANS**

Policy loans are available under this policy. The current annual policy loan interest rate is 8.0 % and is charged in arrears. The loan interest rate is adjustable monthly, and will not exceed the greater of the Current Rate plus one percent, or Moody's Corporate Bond Yield Averages – Monthly Average Corporates for the calendar month ending two months before the issue date of this contract.

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 Policy, as it applies to the Policy 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 Policy.

THIS ILLUSTRATION WAS PREPARED FOR PRESENTATION IN NY

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

PREPARED FOR: JOHN DAVIS POLICY NUMBER: TULE\_NY

AGE: 30 MALE STANDARD

# END OF YEAR PROJECTED VALUES - NUMERIC SUMMARY

Guaranteed Cost of Current Cost of Average of Guaranteed and Insurance and Current Cost of Insurance Interest at 3 % Interest at 4.0 % Average of Guaranteed and Current Cost of Insurance and Interest at 3.5 %

The last year of death benefit under guaranteed assumptions will be Policy year 39, under current assumptions will be Policy year 70, and under average assumptions will be Policy 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. The level annual premium that would continue this contract to maturity based on Guaranteed Cost of Insurance and Guaranteed Interest is .

# AN EXPLANATION OF THE USE OF THESE INDEXES IS PROVIDED IN THE BUYER'S GUIDE.

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

PO BOX 7937

Lake Forest, IL 60045-7937 (800) 918-8877option 6

Any questions regarding this coverage should be directed to this address and phone number.

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

PREPARED FOR: JOHN DAVIS INITIAL SPECIFIED AMOUNT:

AGE: 30 MALE STANDARD

END OF YEAR PROJECTED VALUES - TABULAR DETAIL

GUARANTEED GUARANTEED CHARGES AND INTEREST AT 3% NON-GUARANTEED CURRENT CHARGES AND CURRENT INTEREST AT 4.0 % NON-GUARANTEED AVERAGE CHARGES AND CURRENT INTEREST AT 3.5

%

Based on annual planned premiums this Policy will terminate under guaranteed assumptions in March 1, 2052, under current assumptions in December 31, 9999, under average assumptions in December 31, 9999.

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.

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

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# **DISCLOSURE OF NON-GUARANTEED ELEMENTS**

# TRUSTMARK LIFE INSURANCE COMPANY OF NEW YORK TRUSTMARK UNIVERSAL LIFE FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE (FORM NO. IUL.205 NY)

PREPARED FOR: JOHN DAVIS

|                            | <u>CURRENT</u> | GUARANTEED           |
|----------------------------|----------------|----------------------|
| Monthly Administrative Fee |                |                      |
| YEARS 1 THROUGH 10         | /month         | \$5.00/month         |
| YEARS 11 AND AFTER         | /month         | \$5.00/month         |
| Percentage Expense Charge  |                |                      |
| YEARS 1 – 10               | 8.00%          | 8.00%                |
| YEARS 11+                  | 0.00%          | 0.00%                |
| Interest Rate              | 3.00%          | 3.00%                |
|                            |                |                      |
| Monthly Cost Of Insurance  |                |                      |
| Per \$1,000 At Risk        |                |                      |
|                            |                |                      |
| DURATION                   |                |                      |
|                            |                |                      |
| 55                         | 0              | 14.89242             |
| 40                         | 0              | 4.29027              |
| 42                         | 0              | 5.06048              |
| 44                         | 0              | 5.99883              |
| 46                         | 0              | 7.2432               |
| 48                         | 0              | 8.64719              |
| 50                         | 0              | 10.19852             |
| 52                         | 0              | 12.09737             |
| 54                         | 0              | 14.14307             |
| 56                         | 0              | 15.56466             |
| 58<br>60                   | 0<br>0         | 17.79156             |
| 62                         | 0              | 21.17897<br>24.12701 |
| 64                         | 0              | 26.28399             |
| 34                         | 0              | 2.61432              |
|                            |                |                      |
| 38<br>8                    | 0<br>0         | 3.64574<br>0.65181   |
| 8<br>36                    | 0              | 3.0761               |
| 51                         | 0              | 11.07606             |
| 49                         | 0              | 9.41844              |
| 49                         | 0              | 7.93158              |
| 71                         | U              | 7.30100              |

| 45 | 0 | 6.57545  |
|----|---|----------|
| 43 | 0 | 5.50992  |
| 41 | 0 | 4.65518  |
| 39 | 0 | 3.95642  |
| 37 | 0 | 3.35287  |
| 35 | 0 | 2.82825  |
| 33 | 0 | 2.42587  |
| 31 | 0 | 2.09466  |
| 29 | 0 | 1.80102  |
| 27 | 0 | 1.52789  |
| 25 | 0 | 1.28359  |
| 23 | 0 | 1.08924  |
| 21 | 0 | 0.92363  |
| 19 | 0 | 0.75947  |
| 17 | 0 | 0.61677  |
| 12 | 0 | 0.56991  |
| 1  | 0 | 0.38974  |
| 32 | 0 | 2.2548   |
| 30 | 0 | 1.94517  |
| 28 | 0 | 1.66165  |
| 26 | 0 | 1.40001  |
| 24 | 0 | 1.18139  |
| 22 | 0 | 1.00601  |
| 20 | 0 | 0.83931  |
| 18 | 0 | 0.68436  |
| 16 | 0 | 0.5567   |
| 14 | 0 | 0.68505  |
| 10 | 0 | 0.78812  |
| 63 | 0 | 24.93379 |
| 61 | 0 | 22.89669 |
| 59 | 0 | 19.38011 |
| 57 | 0 | 16.55229 |
| 15 | 0 | 0.75474  |
| 13 | 0 | 0.6233   |
| 11 | 0 | 0.51944  |
| 9  | 0 | 0.71718  |
| 7  | 0 | 0.59549  |
| 5  | 0 | 0.50581  |
| 3  | 0 | 0.44186  |
| 2  | 0 | 0.41476  |
| 4  | 0 | 0.47175  |
| 6  | 0 | 0.54613  |
| 53 | 0 | 13.13901 |
|    |   |          |



# **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  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 Phone  |  |
|    | you prefer to receive future communications? Email Mail   |  |
| 8. | Did the overall customer experience meet your expectations?   | Yes No   |
|    | Optional: If you answered no, please provide us with your contact informat would like to discuss your experience. | ion if you   |
|    | Name (please print):  | Telephone:   |
|    | Email: B  | est time to call:  |
|    |   |  |

9. Additional comments/feedback:



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VULXXNYTC70000



#### **SCHEDULE**

**INSURED:** JOHN DAVIS **POLICY NUMBER:** TULE NY

AGE: 30 POLICY DATE: August 1, 2014

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

INITIAL FACE AMOUNT1: MONTHLY INITIAL

**GUARANTEE PREMIUM:** 

On or after Age of the Face Amount is used to calculate the Death Benefit Amount

> INITIAL GUARANTEE March 1, 2024\*\*

PREMIUM EXPIRY DATE:

MINIMUM GUARANTEED

INTEREST RATE: 3.0%

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

#### **BASIC POLICY DATA**

| FORM NO. | BENEFIT  | ANNUAL INITIAL PLANNED PREMIUM | EXPIRY<br>DATE   |
|----------|--|--------------------------------|--|
| IUL.205  | Universal Life Insurance Riders  |                                | August 1, 2084   |
|          | Accelerated Death Benefit Rider<br>Accidental Death Benefit Rider<br>Children's Term Insurance Rider |                                | August 1, 2084<br>August 1, 2084<br>August 1, 2084<br>August 1, 2084 |
|          | Convalescent Care Benefit Rider<br>Waiver Of Premium Rider   |                                | August 1, 2084<br>August 1, 2084                                     |
|          | Total Initial Planned Premium<br>Annual<br>Monthly<br>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. The Policy may not mature even if planned premiums are paid because: current Costs of Insurance and interest rates are not guaranteed; policy loans and partial withdrawals may be taken; there may be a change in the choice of death benefit options; or there may be a requested change in the specified Face Amount.

<sup>\*\*</sup> It is possible that an additional lump sum premium payment may be required to keep this Policy in force upon the Initial Guarantee Premium Expiry Date because current Costs of Insurance and interest rates are not quaranteed. You may contact Us for additional information.

# SCHEDULE (Continued)

#### IMPORTANT FINANCIAL INFORMATION

We have the right to change the amount of interest credited to the Policy and the amount of cost of insurance or other expense charges deducted under the Policy which may require more premium to be paid than was illustrated or the Cash Values may be less than those illustrated. Additional amounts are not guaranteed.

#### **POLICY GUARANTEED MAXIMUMS:**

MONTHLY ADMINISTRATIVE FEE: \$5.00 YEARS 1 THROUGH 10\$5.00 YEARS 11 AND AFTER

PARTIAL SURRENDER CHARGE: \$25.00 FOR EACH PARTIAL SURRENDER

LOAN INTEREST RATE: 8.0%

ANNUAL EXPENSE CHARGE PREMIUM:

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

UP TO THE ANNUAL EXPENSE CHARGE PREMIUM

POLICY YEARS 11 AND AFTER: 13.0% OF PREMIUM PAID

UP TO THE ANNUAL EXPENSE CHARGE PREMIUM

DEATH BENEFIT DISCOUNT FACTOR: 1.0

PERCENTAGE OF INITIAL SURRENDER CHARGE:

#### RIDER GUARANTEED MAXIMUMS

Annual Convalescent Care Benefit Premium:

- <sup>1</sup> **Increasing the Face Amount.** For any underwritten increase in the Face Amount we will require a supplemental application and evidence of insurability satisfactory to Us for any increase in the Face Amount. 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.
- <sup>1</sup> **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:
  - 1. Against the Face Amount provided by the most recent increase;
  - 2. Against the next most recent increases successively;
  - 3. Against the Face Amount provided under the original application.

#### For any decrease:

- 1. The Death Benefit Amount remaining must be as great as the Minimum Death Benefit; and
- 2. The Face Amount must be at least \$5,000 or the Face Amount purchased by \$3.00 weekly, if greater.
- 3. 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 Section 7702 and 7702A.

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

<sup>2</sup> **Death Benefit Amount**. Under the Death Benefit Option A, if death occurs prior to the anniversary date on or after the Insured's <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 following the Insured's <sup>th</sup> birth date, the Death Benefit Amount is the greater of: of the Face Amount on the date of death; or the Minimum Death Benefit.

VULNYSB70031



#### **DEFINITIONS**

Age means the Insured's age, on their last birthday, on the Policy 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 Policy 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.

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 Policy on whose behalf an application is accepted and who on the date of application is:

- You:
- Your lawful spouse;
- Your natural child, grandchild, stepchild, legally adopted child or child under legal guardianship under age 19;
   or
- Your natural child, grandchild, stepchild, legally adopted child age 19 through 23 if the child is:
  - A full-time student at an accredited educational institution; and
  - Dependent upon 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; or
- An unborn child; or
- Anyone who lives outside the United States.

The Insured is shown on the Schedule.

Minimum Guaranteed Interest Rate means the rate of interest used to determine the guaranteed policy cash values.

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

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

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

**Policy Transaction Day** means Monthly Deduction Day or the first of every calendar month, or the date of any premium payment, loan, loan repayment, partial surrender or surrender.

**You and Your** mean the Owner of this Policy. The Owner is as shown in the application unless later changed as provided in this Policy. 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.

VULXXNYDF70200

#### **DEATH BENEFIT**

#### **Death Benefit Proceeds**

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

Interest upon Death Benefit Proceeds will be paid from the date the Insured dies 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**

The Death Benefit Amount is determined subject to the Death Benefit Option in effect on the date of death. Your Death Benefit Option is shown on the Schedule.

#### **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.

VULNYDB70000

#### **POLICY CHANGES**

# **Changing the Terms of Your Policy**

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

Any change in Your Policy 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 Policy. Requests for Policy changes will not be deemed to be accepted until processed by Us.

VULNYCC70000

# **PREMIUMS AND GRACE PERIOD**

#### **Payment of Premiums**

Your first premium is due as of the Policy 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 Policy 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.

Premium payable for the Policy and accompanying Riders, will be waived, and coverage of Your Policy is guaranteed to remain in force for the 12 months immediately following the date the Accelerated Death Benefit is paid or until the Insured's death, whichever occurs first.

If You accelerate a portion of Your Available Death Benefit under the Accelerated Death Benefit Rider and You survive beyond 12 months, a proportionately reduced premium to be paid in cash will be due in accordance with the applicable provisions of this Policy.

# **Unscheduled Premiums**

You may pay premiums at any time before the Maturity Date. We may limit the number and amount of unscheduled premiums if any unscheduled premiums exceed the premium limitations of Internal Revenue Code Section (IRC) 7702A. We will notify You within 60 days of receipt of any unscheduled premiums if any such unscheduled premiums exceed such IRC limitations.

#### **Grace Period**

This Policy will enter the Grace Period if the Cash Value is insufficient to pay the Monthly Deduction. Once entered, this Policy 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 Policy will terminate without value. However, We will give You at least 30 days notice, prior to termination, that Your Policy is in the Grace Period. We will advise You of the amount of premium required to keep Your Policy in force and the date payment is due. Such 30 days prior notice will be sent to You at Your last known address and to any assignee of record.

Payments should be sent to: , Lake Forest, IL 60045-7937. If death occurs during the Grace Period, Monthly Deductions through the Policy 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 Policy month following such Monthly Deduction Day will not be subtracted in the calculation of such Cash Value.

### **Continuation of Coverage**

This Policy 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 Policy will continue to provide coverage according to the Grace Period provision. However, this Policy will not continue past the Maturity Date.

#### **Initial Guarantee Premium**

This Policy 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. We will verify monthly if the Initial Guarantee Premium requirements have been met, and notify You if any action is required to maintain the Initial Guarantee Premium. The Initial Guarantee Premium may terminate even though the Policy remains in force.

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
- The Policy 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 Policy.

#### Reinstatement

A Policy 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 Policy 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 satisfactory to Us; and
- Payment of enough premium to cover the next two Monthly Deductions; and
- Payment or reinstatement of any loan.

The reinstated Policy will be in force from the Monthly Deduction Day on or following the date We approve the application to reinstate.

The period of time during which this Policy was lapsed will be ignored. No premium will be due for this period. This period will not be included for purposes of determining Policy 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; plus
- Interest Earned; less
- The Percentage Expense Charge; plus
- Any loan repaid or reinstated; less
- The Monthly Deduction for one month.

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

VULNYPP70000

#### **POLICY VALUES**

#### **Accumulated Value**

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

- All premiums received prior to and including the Policy Date;
- Plus Interest Earned;
- Less Percentage Expense Charges prior to and including the Policy Date;
- Less Monthly Deduction for the following Policy month.

On each Policy Transaction Day after the Policy Date, the Accumulated Value will be determined as follows:

- Accumulated Value as of the last Policy Transaction Day;
- Plus Interest Earned;
- Plus all premiums received since the last Policy Transaction Day;
- Less Percentage Expense Charges since the last Policy Transaction Day;
- Less Any Partial Surrenders paid since the last Policy Transaction Day.

On each Monthly Deduction Day, the Monthly Deduction for the following Policy month will be deducted from the Accumulated Value.

All calculations will be done at the end of the day on the Policy Transaction Day.

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

During any period when the Accumulated Value is negative and the Policy remains in force under the Initial Guarantee Premium provision, Monthly Deductions and Percentage Expense Charge will continue, and Interest Earned will not be credited to the Accumulated Value. An additional lump sum premium payment may be required to keep this Policy in force upon the Initial Guarantee Premium Expiry Date because current Costs of Insurance and interest rates are not guaranteed. Premium payments will be applied as received. Any negative Accumulated Value will not affect the Death Benefit or the calculation of the Monthly Deduction.

# **Cash Value**

The Cash Value of this Policy will be equal to:

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

A detailed statement of the method of computation of the Cash Values and paid-up non-forfeiture benefits shown in the Policy has been filed with the insurance supervisory official of the state in which this Policy is delivered. Such values are not less than the minimum required by any statute of the state in which this Policy is delivered.

#### **Interest Earned**

On each Policy Transaction Day, the Interest Earned will be determined as the daily interest rate times the number of days since the most recent prior Policy Transaction Day times the Accumulated Value as of the most recent prior Policy Transaction Day. Interest Earned will be nonforfeitable after crediting except due to Monthly Deductions, Surrender Charges or Partial Surrender Charges.

Interest credited on Indebtedness will not exceed the Loan Interest Rate shown on the Schedule. Interest will be credited on loaned account value at a rate at least as great as the Loan Interest Rate less 2%.

Interest will be paid on the Cash Value of surrendered Policy and funds that will be disbursed as a Policy loan, at the rate of interest paid by Us on proceeds left on deposit. Such interest payment will be added and be a part of the sum total paid to You if We do not deliver the Cash Value or loan amount within 10 working days. Interest will be calculated from the date We receive the documentation necessary to complete the transaction. Interest will not accrue or be payable if the amount of such interest is less than \$25 or if the amount to be disbursed as a Policy loan in which under the terms of this Policy We can delay loaning You the money for up to 6 months.

#### **Full Surrender**

You may return Your Policy to Us and request the Cash Value. The Cash Value will be calculated as of the Monthly Deduction Day on or next following the date We receive Your request.

You may make a request for surrender at any time during the Insured's lifetime before the Maturity Date. Your Policy 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.

Once each Policy year, You may apply a portion of Your Cash Value less any outstanding Indebtedness, necessary to provide an amount of guaranteed paid up insurance. Upon election of this option, such insurance will continue under this Policy and any excess of the Cash Value over the amount necessary to provide such insurance will be paid to You in cash.

Upon election of this guaranteed paid up insurance option, the following will be in effect as of the first day of the month following Your election:

- Face Amount will be the guaranteed paid up insurance purchased under this election and is calculated based on the 2017 Commissioners Standard Ordinary Ultimate Mortality table for Your rating class and 4% interest, and will not exceed the Death Benefit Amount minus the Cash Value;
- Death Benefit Option will be Option A;
- Accumulated Value will be calculated based on the 2017 Commissioners Standard Ordinary Ultimate Mortality table for Your rating class; and
- 4.0 % interest.

Upon election of this guaranteed paid up insurance option, the following will be terminated as of the first day of the month following Your election:

- Attached riders, other than the Convalescent Care Benefit Rider and Accelerated Death Benefit Rider, if shown on Your Schedule as of the Policy Date or if shown on an endorsement after the Policy Date, and rights to add additional riders;
- Rights to increase or decrease the Face Amount;
- The right to pay premium and any requirement to pay additional premium;
- All Annual Expense Charges and monthly administrative fees;
- Any outstanding Indebtedness must be repaid upon election of this option; and
- Any rights to further Policy loans or Partial Surrenders.

#### **Partial Surrender**

At any time after the first Policy 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 Policy 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. 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 Death Benefit Discount Factor, less the Accumulated Value; or
- The Minimum Death Benefit divided by Death Benefit Discount Factor, less the Accumulated Value.

# **Monthly Cost of Insurance Rate**

At the beginning of each Policy year, the Monthly Cost of Insurance Rate is determined based on the Insured's Attained Age, Rate Class, and Policy year. For the Initial Face Amount, We will use the Rate Class on the Policy 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 Policies have been in force for the same length of time.

# **Surrender Charge**

Surrender Charges for the Initial Face Amount will apply as shown on the Schedule. The Surrender Charge in each Policy year is the lesser of:

- The Accumulated Value; or
- The Initial Surrender Charge multiplied by the Percentage of Initial Surrender Charge applicable to the Policy 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 as shown on the Schedule.

#### **LOANS**

#### **Loan Value**

At any time while this Policy is in force, You may borrow from Us an amount which is equal to or less than the loan value provided three full years' premium has been paid. 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 will not exceed the greater of the interest rate credited to the Accumulated Value plus one percent, or Moody's Corporate Bond Yield Averages – Monthly Average Corporates for the calendar month ending two months before the date on which the rate is determined. In the event that the Moody's Corporate Bond Yield Averages – Monthly Average Corporates is no longer published, a substantially similar average established by regulation will be substituted. This Policy shall not terminate in a Policy year as the sole result of a change in the Loan Interest Rate during that Policy year.

#### 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 Policy is in force and prior to the death of the Insured.

At any time Your loan exceeds the Cash Value, this Policy 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.

If a loan is outstanding, any payment amount received not designated by You as a loan repayment will be applied towards Your Accumulated Value.

#### We Can Delay Payment

We can delay loaning You money for up to six months. 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 Policy as sole security for the loan.

VULNYLP70000

#### **OWNER AND BENEFICIARY**

#### **Owner**

The Insured is the original Owner of this Policy 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 Policy 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 Policy 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 as of the date You signed the written request. The change will be subject to any payment made or action taken by Us.

#### **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 Policy provides otherwise.

VULNYOBP70000

#### **GENERAL PROVISIONS**

# **Assignment**

During the lifetime of the Insured You may assign this Policy as security for an obligation, however, if You have designated an irrevocable beneficiary, the consent of such Beneficiary is required to assign any rights. We will not be bound by an assignment unless it is received in writing in a form acceptable to Us. 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 rely on the statements made by, or by the authority of, the applicant in the application for coverage described in this Policy and application for any reinstatements or increases in coverage. These statements are considered representations and not warranties. No material misrepresentation will be used to contest a claim unless:

- The coverage would not have been approved if We had known the truth; and
- We have given You or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not contest payment of the Death Benefit Amount after this Policy has been in force during the Insured's lifetime for two years from the Policy Date. 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. We will not contest payment of any Death Benefit Amount which was reinstated after this Policy has been in force during the Insured's lifetime for two years from the date of such reinstatement.

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 and only if such increase was applied for and subject to evidence of insurability.

#### **Suicide Exclusion**

If the Insured commits suicide within two years from the Policy 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 within two years after the effective date of any applied for increase in the coverage, the Death Benefit Proceeds will be the costs of insurance associated with each increase.

#### **Misstatement of Age and Corrections**

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. The Face Amount of the Policy is adjusted to the amount that would have been purchased at the correct age and underwriting class.

#### **Entire Contract**

We have issued this Policy in consideration of the application and payment of premiums. This Policy, 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 Policy. The Policy may be changed by mutual agreement and by written application or by a written notice of exercise of one or more options provided in this Policy. Such application or notice shall become part of the entire contract between the parties, provided such application or notice has been accepted by Us and, in each case, a copy has been returned by mail or delivered to You at Your last post office address known to Us. Our agents have no authority to alter or modify any terms, conditions, or agreements of this Policy, or to waive any of its provisions.

# **Annual Report**

Each year a report will be sent to You which shows the current Policy values, premiums paid, and deductions made since the last report and any outstanding Policy 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 Policy year will be furnished without charge upon request. We may charge a nominal fee, not to exceed \$40.00 for each projection report furnished in excess of one per year.

# **Annual Meeting**

Trustmark Insurance Company is a subsidiary company under the Trustmark Mutual Holding Company. Therefore, You are a member of the Trustmark Mutual Holding Company, which holds its annual meeting for the election of directors and the transaction of other business for Trustmark Mutual Holding Company each year or 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.

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# **Payment Provision**

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

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# MINIMUM DEATH BENEFIT TABLE

| ATTAINED AGE     | FACTOR         | ATTAINED AGE | FACTOR       |
|------------------|----------------|--------------|--------------|
| 0                | 14.56          | 50           | 2.63         |
| 1                | 14.09          | 51           | 2.55         |
| 2<br>3           | 13.62          | 52           | 2.48         |
| 3                | 13.13          | 53           | 2.41         |
| 4                | 12.66          | 54           | 2.34         |
| 5                | 12.20          | 55           | 2.28         |
| 4<br>5<br>6<br>7 | 11.76          | 56           | 2.22         |
| /                | 11.33          | 57<br>50     | 2.16         |
| 8<br>9           | 10.92          | 58           | 2.10         |
| 10               | 10.52<br>10.13 | 59<br>60     | 2.05<br>2.00 |
| 11               | 9.76           | 61           | 1.95         |
| 12               | 9.41           | 62           | 1.90         |
| 13               | 9.07           | 63           | 1.86         |
| 14               | 8.74           | 64           | 1.82         |
| 15               | 8.43           | 65           | 1.78         |
| 16               | 8.14           | 66           | 1.74         |
| 17               | 7.86           | 67           | 1.70         |
| 18               | 7.59           | 68           | 1.67         |
| 19               | 7.33           | 69           | 1.63         |
| 20               | 7.09           | 70           | 1.60         |
| 21               | 6.85           | 71           | 1.57         |
| 22               | 6.62           | 72           | 1.54         |
| 23               | 6.40           | 72<br>73     | 1.51         |
| 24               | 6.19           | 74           | 1.48         |
| 25               | 5.98           | 75           | 1.45         |
| 26               | 5.78           | 76           | 1.43         |
| 27               | 5.59           | 77           | 1.40         |
| 28               | 5.40           | 78           | 1.38         |
| 29               | 5.23           | 79           | 1.36         |
| 30               | 5.05           | 80           | 1.34         |
| 31               | 4.88           | 81           | 1.32         |
| 32               | 4.72           | 82           | 1.30         |
| 33               | 4.56           | 83           | 1.28         |
| 34<br>35         | 4.41<br>4.26   | 84<br>85     | 1.27<br>1.25 |
| 36               | 4.20           | 86           | 1.24         |
| 37               | 3.99           | 87           | 1.23         |
| 38               | 3.86           | 88           | 1.22         |
| 39               | 3.73           | 89           | 1.20         |
| 40               | 3.61           | 90           | 1.19         |
| 41               | 3.49           | 91           | 1.18         |
| 42               | 3.38           | 92           | 1.17         |
| 43               | 3.27           | 93           | 1.16         |
| 44               | 3.17           | 94           | 1.14         |
| 45               | 3.07           | 95           | 1.13         |
| 46               | 2.97           | 96           | 1.11         |
| 47               | 2.88           | 97           | 1.10         |
| 48               | 2.79           | 98           | 1.07         |
| 49               | 2.71           | 99           | 1.04         |
|                  |                |              |              |

The factors provided in the table above may be changed as necessary to keep the Policy in compliance with IRC Section 7702.

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# TABLE OF GUARANTEED MONTHLY COST OF INSURANCE RATES

Per \$1,000 At Risk

| DURATION    |         | DURATION |          |
|-------------|---------|----------|----------|
| 1           | 0.38974 | 33       | 2.42587  |
| 2           | 0.41476 | 34       | 2.61432  |
| 2<br>3      | 0.44186 | 35       | 2.82825  |
| 4           | 0.47175 | 36       | 3.07610  |
| 5           | 0.50581 | 37       | 3.35287  |
| 4<br>5<br>6 | 0.54613 | 38       | 3.64574  |
| 7           | 0.59549 | 39       | 3.95642  |
| 8           | 0.65181 | 40       | 4.29027  |
| 9           | 0.71718 | 41       | 4.65518  |
| 10          | 0.78812 | 42       | 5.06048  |
| 11          | 0.51944 | 43       | 5.50992  |
| 12          | 0.56991 | 44       | 5.99883  |
| 13          | 0.62330 | 45       | 6.57545  |
| 14          | 0.68505 | 46       | 7.24320  |
| 15          | 0.75474 | 47       | 7.93158  |
| 16          | 0.55670 | 48       | 8.64719  |
| 17          | 0.61677 | 49       | 9.41844  |
| 18          | 0.68436 | 50       | 10.19852 |
| 19          | 0.75947 | 51       | 11.07606 |
| 20          | 0.83931 | 52       | 12.09737 |
| 21          | 0.92363 | 53       | 13.13901 |
| 22          | 1.00601 | 54       | 14.14307 |
| 23          | 1.08924 | 55       | 14.89242 |
| 24          | 1.18139 | 56       | 15.56466 |
| 25          | 1.28359 | 57       | 16.55229 |
| 26          | 1.40001 | 58       | 17.79156 |
| 27          | 1.52789 | 59       | 19.38011 |
| 28          | 1.66165 | 60       | 21.17897 |
| 29          | 1.80102 | 61       | 22.89669 |
| 30          | 1.94517 | 62       | 24.12701 |
| 31          | 2.09466 | 63       | 24.93379 |
| 32          | 2.25480 | 64       | 26.28399 |
|             |         |          |          |

The factors provided in the table above do not exceed 250% of the 2001 Commissioners Standard Ordinary mortality tables for smokers and nonsmokers, blended (50% male/50% female) unisex, aged last birthday.

**VULNYCOI90NS** 

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

# CHILDREN'S TERM INSURANCE RIDER

This Rider is a part of the Policy 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. An amount equal to 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 Policy, except as herein stated. The effective date of this Rider is the same as the Policy Date, unless otherwise specified. If this Rider is added to the Policy after the Policy Date, the premium and effective date for this Rider will be shown on an endorsement.

# **DEFINITIONS**

Child's Death Benefit: means the amount shown for this Rider on the Schedule for each Insured Child.

Expiry Date: means, for each Insured Child, the Policy Anniversary Date on or after such child's 23rd birthday.

Insured Child: means each child, stepchild, legally adopted child, or child under legal guardianship of the Insured who:

- On the Effective Date of this Rider is under age 24 years, is named in the approved application for this Rider, and is not confined to a hospital.
- Is born or acquired after the Effective Date of this Rider and during the Insured's lifetime, is under age 24 years and is not confined to a hospital.
  - An adopted child or child under legal guardianship is acquired on the date the child is placed in the Insured's legal custody.
  - A stepchild is acquired on the date of the Insured's marriage.
- Each child age 19 through 23 must also be:
  - A full-time student at an accredited educational institution; and
  - Dependent upon You for support and maintenance.

If a child is confined to a hospital on the Effective Date of this Rider coverage will be effective as of 12:01 a.m. on the date after the date of discharge from such hospital, as long as the child meets the definition of Insured Child.

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

Insured Child does not include foster children or grandchildren.

# **BENEFIT**

We will pay the Child's Death Benefit when We receive proof satisfactory to Us that an Insured Child's death occurred while this Rider was in force for that child. Payment will be made subject to the provisions of the Policy and this Rider.

# **BENEFICIARY**

The benefit payable on the death of an Insured Child will be paid to the Insured, if living; otherwise to the spouse of the Insured, if living; otherwise, to such child's estate. The Owner may change the Beneficiary prior to the death of the Insured Child by notifying Us in writing.

# SUICIDE EXCLUSION

If, within two years from the Effective Date of coverage on each Insured Child, any Insured Child dies by suicide, Our liability will be limited to the total cost of this Rider.

#### **DEATH OF THE INSURED**

If the Insured dies while this Rider is in force, the term insurance provided by this Rider on an Insured Child may be:

- Continued without payment of additional premium, subject to the Termination provision; or
- Converted as described in the Conversion provision.

In either case, We must receive evidence satisfactory to Us that the Insured died while this Rider was in force. No additional child may become an Insured Child after the date of the Insured's death.

#### CONVERSION

An Insured Child may convert the insurance under this Rider to a new policy within 31 days after the earliest of the following dates:

- The date of death of the Insured.
- The date the covered Insured Child reaches Expiry Date.
- The date the covered child no longer meets the definition of Insured Child.

The new policy will be issued if We receive the following within such 31 days:

- The application for the new policy; and
- The first premium payment for it.

The new policy will be:

- A permanent plan of insurance which We then regularly issue.
- For an amount of insurance not to exceed five times the Child's Death Benefit; and
- At premium rates in effect on the new policy effective date for the Insured Child's attained age and class of risk.

Each Insured Child's class of risk will be the same under the new policy as under this Rider. The conversion date will be the effective date of the new Policy. Insurance under this Rider will remain in force on the life of the Insured Child during the 31 days allowed for conversion.

# **MISSTATEMENT OF AGE**

If the age of any Insured Child is incorrectly stated, We will adjust all benefits under this Rider to the amount that would have been provided using the correct age.

# REINSTATEMENT

If this Rider lapses, it may be reinstated as long as the Policy is reinstated, subject to the Reinstatement provision described in Your Policy, and as long as any Insured Child survives.

# **INCONTESTABILITY**

We cannot contest this Rider after it has been in force during the lifetime of each Insured Child 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.

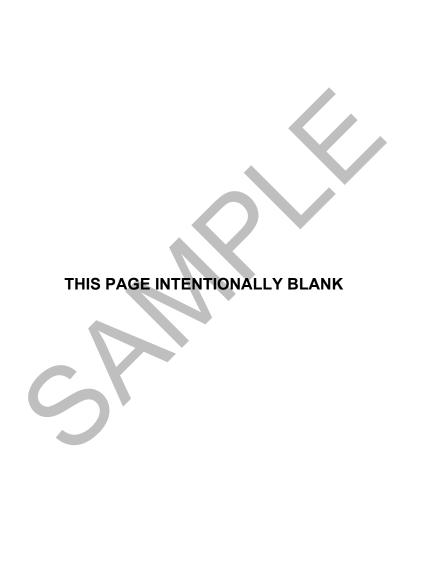
# **TERMINATION**

This Rider will terminate on the earliest of the following:

- The Monthly Deduction Day immediately following the day We receive the Owner's written request for termination; or
- The date the Policy terminates for any reason other than the death of the Insured; or
- The date all Insured Children have converted their insurance; or
- The date the youngest Insured Child reaches Expiry Date.

# TRUSTMARK INSURANCE COMPANY

John Anderson President Laura A. Derouin Corporate Secretary



# TRUSTMARK INSURANCE COMPANY

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

# Illustration and Disclosure Statement for Convalescent Care Benefit Rider

THIS PRODUCT IS A LIFE INSURANCE RIDER THAT ACCELERATES THE DEATH BENEFIT FOR QUALIFIED LONG TERM CARE SERVICES ON ACCOUNT OF CHRONIC ILLNESS AND IS NOT A HEALTH INSURANCE POLICY PROVIDING LONG TERM CARE INSURANCE SUBJECT TO THE MINIMUM REQUIREMENTS OF NEW YORK LAW, DOES NOT QUALIFY FOR THE NEW YORK STATE LONG TERM CARE PARTNERSHIP PROGRAM AND IS NOT A MEDICARE SUPPLEMENT POLICY.

This is a sample illustration demonstrating the manner in which the benefit under the Convalescent Care Benefit Rider operates. The illustration shows the acceleration based on the maximum benefit the rider provides.

Benefits are for services provided by a Long Term Care Facility, Assisted Living Facility, Home Health Care Agency and Adult Day Care Center to the extent that these services are Qualified Long Term Care Services. The monthly benefit will be paid without regard to the expenses incurred for such Qualified Long Term Care Services subject to the rider and Policy limitations.

# **CONDITIONS FOR PAYMENT**

Benefits are payable after the Insured has received services while confined in a Long Term Care or Assisted Living Facility or received Home Health Care or Adult Day Care services for 90 days, and benefits are payable retroactive to the first day of service.

For benefits to be payable, the Insured has been certified, within the preceding 12 months, by a Licensed Health Care Practitioner as:

- Being unable to perform without substantial assistance from another individual at least two Activities of Daily Living for a period of at least 90 days as a result of loss of functional capacity; or
- Requiring substantial supervision to protect the Insured from threats to health and safety caused by Severe Cognitive Impairment.

**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.

Severe Cognitive Impairment means deterioration or loss of intellectual capacity that is:

- Comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and
- Measured and confirmed by clinical evidence and standardized tests that reliably measure impairment in the following areas:
  - 1. Short or long term memory;
  - 2. Orientation as to person, place and time;
  - 3. Deductive and abstract reasoning; and
  - 4. Judgment as it relates to safety awareness.

# **AMOUNT OF BENEFIT**

To the extent that the services are Qualified Long Term Care Services, the rider will provide benefits for:

- services provided in a Long Term Care Facility during confinement or Assisted Living Facility; or
- services for Home Health Care or Adult Day Care.

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There are no deductibles and no waiting periods for the rider.

**Benefit Maximum:** The greater of 4% of the Death Benefit Amount or 4% of the Face Amount provided that such does not exceed the maximum amount eligible under section 7702B(d) of the Internal Revenue Code and all other applicable sections of federal law for favorable tax treatment.

Benefits payable for institutional and non-institutional are the same.

# **Example of Benefit:**

# Hypothetical Generic Example Of Convalescent Care Benefit Claim Payments (with Indebtedness)

When on claim, monthly deductions are waived, so this exhibit assumes no premium paid during the claim period. Policy values for each Payment Period are the values after each Benefit Payment has been made.

| Payment   | Total            | Net                | Death      | Face       | Indebtednes | Death Benefit             | Interest         | Accumulate | Surrender | Cash      |
|-----------|------------------|--------------------|------------|------------|-------------|---------------------------|------------------|------------|-----------|-----------|
| Period    | Benefit          | Benefit            | Benefit    | Amount     | S 000 00    | Reduced By                | On               | d Value    | Charge    | Value     |
| (Monthly) | Payment of Rider | Payment to Insured | 100,000.00 | 100,000.00 | 6,000.00    | Indebtedness<br>94,000.00 | Indebtedne<br>ss | 20,000     | 1,072     | 18,929    |
| 1         | 4.000.00         | 3,720.00           | 96,000.00  | 96,000.00  | 5,760.00    | 90,240.00                 | 40.00            | 19,200.00  | 1,123.97  | 18,076.03 |
| 2         | 4,000.00         | 3,720.60           | 92,000.00  | 92.000.00  | 5,520.00    | 86,480.00                 | 38.40            | 18,400.00  | 1,123.37  | 17,322.86 |
| 3         | 4.000.00         | 3,723.20           | 88,000.00  | 88.000.00  | 5,280.00    | 82,720.00                 | 36.80            | 17,600.00  | 1.030.30  | 16,569.70 |
| 4         | 4.000.00         | 3,724.80           | 84,000.00  | 84.000.00  | 5,040.00    | 78,960.00                 | <b>3</b> 5.20    | 16,800.00  | 983.47    | 15,816.53 |
| 5         | 4.000.00         | 3.726.40           | 80.000.00  | 80.000.00  | 4.800.00    | 75,200.00                 | 33.60            | 16.000.00  | 936.64    | 15.063.36 |
| 6         | 4.000.00         | 3,728.00           | 76,000.00  | 76.000.00  | 4,560.00    | 71,440.00                 | 32.00            | 15,200.00  | 889.81    | 14,310.19 |
| 7         | 4.000.00         | 3.729.60           | 72.000.00  | 72.000.00  | 4.320.00    | 67.680.00                 | 30.40            | 14.400.00  | 842.98    | 13.557.02 |
| 8         | 4.000.00         | 3,731.20           | 68.000.00  | 68.000.00  | 4,080.00    | 63,920.00                 | 28.80            | 13,600.00  | 796.14    | 12,803.86 |
| 9         | 4,000.00         | 3,732.80           | 64,000.00  | 64,000.00  | 3,840.00    | 60,160.00                 | 27.20            | 12,800.00  | 749.31    | 12,050.69 |
| 10        | 4.000.00         | 3.734.40           | 60.000.00  | 60.000.00  | 3.600.00    | 56.400.00                 | 25.60            | 12.000.00  | 702.48    | 11.297.52 |
| 11        | 4,000.00         | 3,736.00           | 56,000.00  | 56,000.00  | 3,360.00    | 52,640.00                 | 24.00            | 11,200.00  | 655.65    | 10,544.35 |
| 12        | 4,000.00         | 3,737.60           | 52,000.00  | 52,000.00  | 3,120.00    | 48,880.00                 | 22.40            | 10,400.00  | 608.82    | 9,791.18  |
| 13        | 4,000.00         | 3,739.20           | 48,000.00  | 48,000.00  | 2,880.00    | 45,120.00                 | 20.80            | 9,600.00   | 561.98    | 9,038.02  |
| 14        | 4,000.00         | 3,740.80           | 44,000.00  | 44,000.00  | 2,640.00    | 41,360.00                 | 19.20            | 8,800.00   | 515.15    | 8,284.85  |
| 15        | 4,000.00         | 3,742.40           | 40,000.00  | 40,000.00  | 2,400.00    | 37,600.00                 | 17.60            | 8,000.00   | 468.32    | 7,531.68  |
| 16        | 4,000.00         | 3,744.00           | 36,000.00  | 36,000.00  | 2,160.00    | 33,840.00                 | 16.00            | 7,200.00   | 421.49    | 6,778.51  |
| 17        | 4,000.00         | 3,745.60           | 32,000.00  | 32,000.00  | 1,920.00    | 30,080.00                 | 14.40            | 6,400.00   | 374.66    | 6,025.34  |
| 18        | 4,000.00         | 3,747.20           | 28,000.00  | 28,000.00  | 1,680.00    | 26,320.00                 | 12.80            | 5,600.00   | 327.82    | 5,272.18  |
| 19        | 4,000.00         | 3,748.80           | 24,000.00  | 24,000.00  | 1,440.00    | 22,560.00                 | 11.20            | 4,800.00   | 280.99    | 4,519.01  |
| 20        | 4,000.00         | 3,750.40           | 20,000.00  | 20,000.00  | 1,200.00    | 18,800.00                 | 9.60             | 4,000.00   | 234.16    | 3,765.84  |
| 21        | 4,000.00         | 3,752.00           | 16,000.00  | 16,000.00  | 960.00      | 15,040.00                 | 8.00             | 3,200.00   | 187.33    | 3,012.67  |
| 22        | 4,000.00         | 3,753.60           | 12,000.00  | 12,000.00  | 720.00      | 11,280.00                 | 6.40             | 2,400.00   | 140.50    | 2,259.50  |
| 23        | 4,000.00         | 3,755.20           | 8,000.00   | 8,000.00   | 480.00      | 7,520.00                  | 4.80             | 1,600.00   | 93.66     | 1,506.34  |
| 24        | 4,000.00         | 3,756.80           | 4,000.00   | 4,000.00   | 240.00      | 3,760.00                  | 3.20             | 800.00     | 46.83     | 753.17    |
| 25        | 4,000.00         | 3,758.40           | 0.00       | 0.00       | 0.00        | 0.00                      | 1.60             | 0.00       | 0.00      | 0.00      |

# **EXCLUSIONS AND LIMITATIONS**

The rider does not pay benefits for loss:

- 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.
- Due to treatment or care received while outside the United States and its possessions.
- Due to alcoholism or drug addiction, unless the addiction results from administration of drugs for treatment prescribed by a Licensed Health Care Practitioner.
- 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; or
  - Suicide, attempted suicide or intentionally self-inflicted Injury.
- Which does not satisfy all the conditions stated in the rider provision captioned Conditions on Eligibility for Benefits.

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Premium payable for the Policy and accompanying riders, will be waived, and coverage is guaranteed to remain in force for the period the Convalescent Care Benefit is paid or until the Insured's death, whichever occurs first. If the Insured fails to qualify for benefits under the Convalescent Care Benefit Rider, a proportionately reduced premium to be paid in cash will be due in accordance with the applicable Policy provisions, including any waiver of premium provision.

Guaranteed cost of insurance charges for your Policy remain in effect and are unchanged by your benefit acceleration.

# Additional Disclosures about the accelerated death benefit under the Convalescent Care Benefit Rider

- NEW YORK REGULATION REQUIRES US TO NOTIFY YOU THAT RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN AND SUPPLEMENTAL SECURITY INCOME.
- 2. Other means may be available to achieve your intended goal, including a policy loan, if available.



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NOTICE: This Rider is intended to be a qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code. This is not a health insurance rider and is not subject to the minimum requirements of New York Law pertaining to long-term care insurance. This Rider does not qualify for the New York Long-Term Care Partnership Program, and is not a Medicare Supplement Policy. This Rider is intended to be a qualified long-term care insurance contract for federal tax law only.

Notice to Buyer: This Rider may not cover all of the costs associated with Qualified Long-Term Care Services incurred by the buyer during the period of coverage. The buyer is advised to review carefully all rider limitations.

TRUSTMARK INSURANCE COMPANY
"We, Us, and Our"
400 Field Drive
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# **CONVALESCENT CARE BENEFIT RIDER**

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

This Rider is part of the Policy 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 Policy, except as herein stated. The Effective Date of this Rider is the same as the Policy Date, unless otherwise specified. If this Rider is added to the Policy after the Policy Date, the Monthly Rider Deduction and Effective Date for this Rider will be shown on an endorsement. The Policy determines the benefits under this Rider. If Your application for this Rider is to add it to existing coverage that already includes a similar acceleration of life benefits for long-term care rider, the previous rider will be null and void on this Rider's Effective Date. We will refund pro-rata premium, if applicable. All time periods satisfied under the previous rider will be considered satisfied under this Rider.

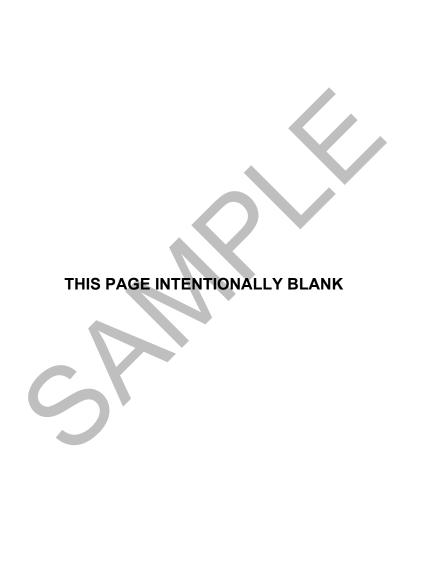
# TERMS UNDER WHICH RIDER MAY BE RETURNED AND PREMIUM REFUNDED

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: This Convalescent Care Benefit Rider is issued to You based upon Your responses to the questions on Your application. A copy of Your application is enclosed or was retained by You when You applied for this Rider. If Your answers fail to include all material information requested, then We have the right to deny rider benefits or rescind Your 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 Our administrative office at the following address: Trustmark Insurance Company, 400 Field Drive, Lake Forest, IL 60045-2581.

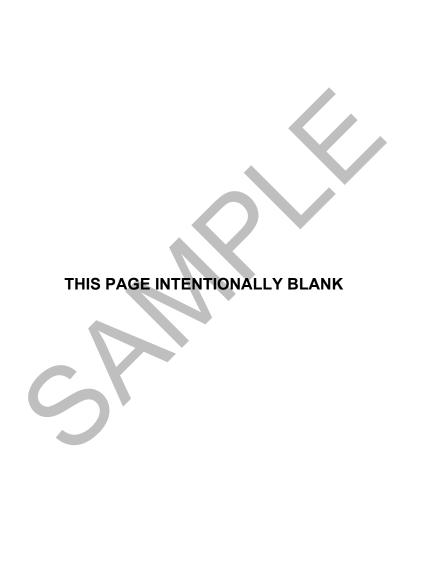
# **PREMIUM**

We have the right to adjust the premium rates with notice to the Department of Insurance. Any increase in premium rates will be done on a class basis. Premium rates are guaranteed not to change within the first year of the rider. After the first year, premium rate adjustments will be made no more frequently than once every 12 months. We will not increase Your premium rate because of Your increasing age, or for the amount of time You have been covered under this Rider. We will give You a 45-day written notice before any premium rate adjustment. Your maximum premium rate for this Rider is shown on Your Schedule.



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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;
- 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.

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
- It 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. It must be licensed by the appropriate state-licensing agency, if the state licenses such facilities.

Available Benefit means the greater of the Face Amount and Death Benefit Amount for that Benefit Period.

**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.

**Chronically III or Chronic Illness** means that the Insured has been certified, within the preceding 12 months, by a Licensed Health Care Practitioner as:

- Being unable to perform without substantial assistance from another individual at least two Activities of Daily Living for a period of at least 90 days as a result of loss of functional capacity; or
- Requiring substantial supervision to protect the Insured from threats to health and safety caused by Severe Cognitive Impairment.

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

**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.
- 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 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; or
- Is certified by Medicare as a Home Health Care Agency.

The agency must not be 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:

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

**Licensed Health Care Practitioner** means a physician as defined in Section 1861(r)(1) of the Social Security Act, a registered professional nurse, licensed social worker, or other individual who meets requirements prescribed by the Secretary of the Treasury. The licensed health care practitioner must be licensed by the state and must be acting within the scope of his or her license and does not include You, the Insured, or a member of the Immediate Family.

**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.

**Maximum Monthly Limit** means the per diem dollar amount limitation for Qualified Long Term Care Services under Section 7702B(d) of the Internal Revenue Code, as amended, multiplied by the number of days in each calendar month.

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

**Plan of Care** is a written individualized plan prepared and signed by the Licensed Health Care Practitioner that establishes Your need for medical treatment and non-medical assistance and services which are prescribed because of Your Chronic Illness. Such Plan of Care describes the following:

- · The kind of care You need;
- The frequency and duration of all medication, therapy, and services required;
- The name and title of the provider who will perform the required services or the agency or facility where the care is to be provided;
- The likelihood of improvement or deterioration of Your condition within the next 12 months from the date the Plan of Care was prepared; and
- The supporting evidence upon which the Licensed Health Care Practitioner has based his or her conclusions and prognosis.

**Qualified Long Term Care Services** means necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or personal care services, which are:

- Required by the Insured because of Chronic Illness; and
- Provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner.

**Reduction Percentage** means the monthly benefit amount described in the Amount of Benefit provision divided by the Available Benefit.

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 must be provided in a Residential Care Facility.

Severe Cognitive Impairment means deterioration or loss of intellectual capacity that is:

- Comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and
- Measured and confirmed by clinical evidence and standardized tests that reliably measure impairment in the following areas:
  - 1. Short or long term memory;
  - 2. Orientation as to person, place and time;
  - 3. Deductive and abstract reasoning; and
  - 4. Judgment as it relates to safety awareness.

**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 Plan of Care 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 services provided while confined in a Long Term Care Facility, Assisted Living, Home Health Care and Adult Day Care services for the person who is the Insured under the Policy to the extent that such services are Qualified Long-Term Care Services, provided the Conditions for Payment are met.

When Benefits Begin: Provided the Conditions for Payment are met, and upon certification from a Licensed Health Care Practitioner, benefits are payable after the Insured has received services while confined in a Long Term Care or Assisted Living Facility or received Home Health Care or Adult Day Care services for 90 days, and benefits are payable retroactive to the first day of service. This 90-day period need not be continuous. It must, however, be entirely within one Benefit Period.

Conditions for Payment: The following conditions must be met to qualify for benefits:

- The insured is Chronically III.
- The Licensed Health Care Practitioner must approve a Plan of Care in writing prescribing services that are to be provided to the Insured. The Insured must receive the services prescribed under the approved Plan of Care while this Rider is in force.
- At least once every 12 months following a prior certification of Chronic Illness, and for as long as the Insured continues to be ill, the Licensed Health Care Practitioner:
  - 1. Must again certify that the Insured's Chronic Illness is expected to continue for at least 90 days; and
  - 2. Either approve a new Plan of Care, or reconfirm the existing Plan of Care in writing.

# LONG TERM CARE FACILITY BENEFIT

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

- Meet the Conditions for Payment; and
- Be receiving Skilled Nursing Care, Intermediate Nursing Care, or Residential Nursing Care services while confined in the Long Term Care Facility. These services are covered to the extent that such services are Qualified Long Term Care Services.

# **ASSISTED LIVING BENEFIT**

We will pay benefits for services 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 which are covered to the extent that such services are Qualified Long Term Care Services.

#### **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 Conditions for Payment; and
- Be receiving Home Health Care services by a Home Health Care Agency which are covered to the extent that such services are Qualified Long Term Care Services.

# **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 services at an Adult Day Care Center which are covered to the extent that such services are Qualified Long Term Care Services.

# **AMOUNT OF BENEFIT**

**Long Term Care Facility and Assisted Living Benefit**: For each Benefit Period the monthly benefit amount for Long Term Care Facility or Assisted Living Benefit each month is the lesser of:

- The Maximum Monthly Limit; or
- 4% of the Available Benefit.

We will pay You a monthly payment equal to:

- The monthly benefit amount;
- Less the Reduction Percentage multiplied by Indebtedness.

Long Term Care Facility and Assisted Living Benefit will be paid monthly based on each day the Insured received services while confined in a Long Term Care Facility or Assisted Living Facility. If a new confinement is within the same Benefit Period as a previous confinement, benefits are resumed at the previous per day amount.

Following the date of claim for benefits under this Rider, interest on outstanding Indebtedness will be charged against the benefit amount payable under this Rider. At Your option, such interest may be paid in cash.

**Home Health Care and Adult Day Care Benefit**: For each Benefit Period the monthly benefit amount for Home Health Care or Adult Day Care Benefit each month is the lesser of:

- The Maximum Monthly Limit; or
- 4% of the Available Benefit.

We will pay You a monthly payment equal to:

- The monthly benefit amount;
- Less the Reduction Percentage multiplied by Indebtedness.

Home Health Care and Adult Day Care Benefit will be paid monthly based on each day the Insured receives such care.

Following the date of claim for benefits under this Rider, interest on outstanding Indebtedness will be charged against the benefit amount payable under this Rider. At Your option, such interest may be paid in cash.

# **Benefit Exceptions and Limitations**

- **Irrevocable Beneficiary:** If the Policy has an irrevocable Beneficiary(s), no rider benefits can be paid without the prior written consent of such Beneficiary(s).
- **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 Policy 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 Benefit:** The total benefit payable for all Benefit Periods for all covered confinements and services combined cannot exceed the Available Benefit less Indebtedness, as of the start of the first Benefit Period.

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

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

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

Any reduction in Indebtedness will be considered as a part of the monthly benefit amount under this Rider for purposes of applying Section 7702B(d) of the Internal Revenue Code.

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

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

| Monthly payment if no Indebtedness                  |            |
|---|------------|
| Death Benefit Amount                                | \$100,000  |
| Face Amount   | \$100,000  |
| Reduction Percentage                                | 4%         |
| Reduction Percentage 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                                | \$100,000  |
| Face Amount   | \$100,000  |
| Indebtedness  | \$ - 6,000 |
| Death Benefit Amount reduced by Indebtedness        | \$94,000   |
| Reduction Percentage                                | 4%         |
| 4% of Death Benefit Amount reduced by Indebtedness* | \$3,760    |
| Interest on outstanding Indebtedness                | \$40       |
| 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 monthly benefit payment reduced all Policy Values the Reduction Percentage. Thus, the Indebtedness is reduced 4% of \$6,000.00 or \$240.00 for each monthly payment. In this example, interest on Indebtedness is calculated at 8%.

\*Subject to limitation under section 7702B(d) of the Internal Revenue Code. Limitation is an indexed amount, based on a daily limitation which is adjusted annually, as determined by the Internal Revenue Code.

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;
- 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 Policy and all riders. The Policy 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 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.
- Due to treatment or care received while outside the United States and its possessions
- Due to alcoholism or drug addiction, unless the addiction results from administration of drugs for treatment prescribed by a Licensed Health Care Practitioner.
- 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; or
  - Suicide, attempted suicide or intentionally self-inflicted Injury;
- 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 60 days after a covered loss begins, or as soon as reasonably possible after that. The notice should contain Your name and the Insured's name, Policy number, and the address to which the claim form should be sent. Notice by You or on Your behalf should be given to Us at claim office at Trustmark Insurance Company, , Lake Forest, IL 60045-7937, or to any of Our authorized agents with information sufficient to identify the Insured. 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 from the date of loss. 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. A monthly statement will be sent to You showing the amount of benefits paid, the change to the Policy's Death Benefit and Cash Value caused by the benefit payment, and the remaining benefit limit.

**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, but not more frequently than once every ninety (90) days.

# 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 Policy. Such termination will not affect payments if the Insured is receiving benefits at the time of termination; or
- When the total benefits paid for the Benefit Period combined equals the Available Benefit less Indebtedness.

**Extension of Benefits:** The termination of this Rider is 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.

**Paid Up Insurance:** Upon election of the guaranteed paid up insurance option, this Rider will continue in-force for the monthly benefit as described in the Amount of Benefit provision and Maximum Benefit provision.

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

**Reinstatement:** If the Policy is reinstated, this Rider may also be Reinstated, subject to our evidence of insurability. The reinstated rider will only provide benefits that are covered which begin on or after the date of reinstatement. Except for this and any new Policy provisions added due to reinstatement, both Your rights and Ours will be the same as before the Policy lapsed.

If, however, the Insured was Chronically III when this Rider lapsed and You request in writing to reinstate this Rider within 5 months after the date of lapse, then in lieu of submitting evidence of insurability, You may reinstate this Rider and the Policy without evidence of insurability by submitting a statement in writing from the Licensed Health Care Practitioner certifying that the Insured was Chronically III on the date of lapse. After reinstatement, this Rider will provide accelerated death benefits for Long Term Care Facility, Assisted Living, Home Health Care or Adult Day Care which begin on or after the date of lapse, subject to the terms and conditions of this Rider.

**Incontestability:** We cannot contest this Rider after it has been in force during the Insured's lifetime for two years from its Effective Date. We have the right to rescind this Rider or any increase in coverage You have applied for which was subject to evidence of insurability, or deny an otherwise valid claim for accelerated benefits, if:

- This Rider has been in force for less than six (6) months and it is shown that there is a misrepresentation that is material to the acceptance for coverage; or
- This Rider or increase in coverage has been in effect for at least six (6) months but less than two (2) years and it is shown that there is a misrepresentation that is both material to the acceptance of Your coverage and which pertains to the condition for which You submitted a claim for benefits under this Rider.

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. This

paragraph does not apply to a reinstatement made within 5 months after the date of lapse because the Insured was Chronically III, as described in  $2^{nd}$  paragraph of the above Reinstatement provision.

# TRUSTMARK INSURANCE COMPANY

John Anderson President Laura A. Derouin Corporate Secretary

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

# NOTICE OF JUVENILE COVERAGE LIMITATIONS

This Policy provides coverage on the life of Your minor dependent child under the age of 14 years and 6 months. Coverage of such minor child is subject to the following monetary limitations:

- 1. For a dependent child under the age of 14 years and 6 months but over the age of 4 years and 6 months, the amount of coverage under this Policy, together with the amount of life insurance coverage under any other inforce policy or policies with Us or other insurer(s) should not exceed the greater of \$50,000 or 50% of the amount of Your inforce life insurance coverage as of the date of issue of this Policy.
- 2. For a dependent child under the age of 4 years and 6 months, the amount of coverage under this Policy, together with the amount of life insurance coverage under any other inforce policy or policies with Us or other insurer(s) should not exceed the greater of \$50,000 or 25% of the amount of Your inforce life insurance coverage as of the date of issue of this Policy.

After the date this Policy has been issued, any reduction of the amount of Your inforce life insurance coverage will not affect the above-limitations.

Any amount that is in excess will not be valid, or payable as a claim, so long as and to the extent that it continues to be in excess. However, on or after the date upon which the minor attains the age of 14 years and 6 months, any excess amount will no longer be considered excess.

This notice will be attached and made part of the Policy



# Trustmark Insurance Company LIFE INSURANCE BUYER'S GUIDE

This guide can help you shop for life insurance. It discusses how to:

- Find a Policy That Meets Your Needs and Fits Your Budget
- Decide How Much Insurance You Need
- Make Informed Decisions When You Buy a Policy

Prepared by the National Association of Insurance Commissioners

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

This guide does not endorse any company or policy.

# IMPORTANT THINGS TO CONSIDER

- 1. Review your own insurance needs and circumstances. Choose the kind of policy that has benefits that most closely fit your needs. Ask an agent or company to help you.
- 2. Be sure you can handle premium payments. Can you afford the initial premium? If the premium increases later and you still need insurance, can you still afford it?
- 3. Don't sign an insurance application until you review it carefully to be sure all the answers are complete and accurate.
- 4. Don't buy life insurance unless you intend to stick with your plan. It may be very costly if you quit during the early years of the policy.
- 5. Don't drop one policy and buy another without a thorough study of the new policy and the one you have now. Replacing your insurance **may be costly**.
- 6. Read your policy carefully. Ask your agent or company about anything that is not clear to you.
- 7. Review your life insurance program with your agent or company every few years to keep up with changes in your income and your needs.

# **Buying Life Insurance**

When you buy life insurance, you want coverage that fits your needs.

First, decide how much you need - and for how long - and what you can afford to pay. Keep in mind the major reason you buy life insurance is to cover the financial effects of unexpected or untimely death. Life insurance can also be one of many ways you plan for your future.

Next, learn what kinds of policies will meet your needs and pick the one that best suits you. Then, choose the combination of policy premium and benefits that emphasizes protection in case of early death, or benefits in case of long life, or a combination of both.

It makes good sense to ask a life insurance agent or company to help you. An agent can help you review your insurance needs and give you information about the available policies. If one kind of policy 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 or from your public library.

# What About the Policy You Have Now?

If you are thinking about dropping a life insurance policy, here are some things you should consider:

- If you decide to replace your policy, don't cancel your old policy until you have received the new one. You then have a minimum period to review your new policy and decide if it is what you wanted.
- It may be costly to replace a policy. Much of what you paid in the early years of the policy you have now, paid
  for the company's cost of selling and issuing the policy. You may pay this type of cost again if you buy a new
  policy.
- Ask your tax advisor if dropping your policy could affect your income taxes.
- If you are older or your health has changed, premiums for the new policy will often be higher. You will not be able to buy a new policy if you are not insurable.

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- You may have valuable rights and benefits in the policy you now have that are not in the new one.
- If the policy you have now no longer meets your needs, you may not have to replace it. You might be able to change your policy or add to it to get the coverage or benefits you now want.
- At least in the beginning, a policy may pay no benefits for some causes of death covered in the policy you
  have now.

In all cases, if you are thinking of buying a new policy, check with the agent or company that issued you the one you have now. When you bought your old policy, you may have seen an illustration of the benefits of your policy. Before replacing your policy, ask your agent or company for an updated illustration. Check to see how the policy has performed and what you might expect in the future, based on the amounts the company is paying now.

# **How Much Do You Need?**

Here are some questions to ask yourself:

- How much of the family income do I provide? If I were to die early, how would my survivors, especially my children, get by? Does anyone else depend on me financially, such as a parent, grandparent, brother or sister?
- Do I have children for whom I'd like to set aside money to finish their education in the event of my death?
- How will my family pay final expenses and repay debts after my death?
- Do I have family members or organizations to whom I would like to leave money?
- Will there be estate taxes to pay after my death?
- How will inflation affect future needs?

As you figure out what you have to meet these needs, count the life insurance you have now, including any group insurance where you work or veteran's insurance. Don't forget Social Security and pension plan survivor's benefits. Add other assets you have: savings, investments, real estate and personal property. Which assets would your family sell or cash in to pay expenses after your death?

# What Is the Right Kind of Life Insurance?

All policies are not the same. Some give coverage for your lifetime and others cover you for a specific number of years. 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. Some policies may offer other benefits while you are still living. Your choice should be based on your needs and what you can afford.

There are two basic types of life insurance: term insurance and cash value insurance. Term insurance generally has lower premiums in the early years, but does not build up cash values that you can use in the future. You may combine cash value life insurance with term insurance for the period of your greatest need for life insurance to replace income.

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 offers the largest insurance protection for your premium dollar. It generally does not build up cash value.

You can renew most term insurance policies for one or more terms even if your health has changed. Each time you renew the policy for a new term, premiums may be higher. Ask what the premiums will be if you continue to renew the policy. Also ask if you will lose the right to renew the policy at some age. For a higher premium, some companies will give you the right to keep the policy in force for a guaranteed period at the same price each year. At the end of that time you may need to pass a physical examination to continue coverage, and premiums may increase.

You may be able to trade many term insurance policies for a cash value policy during a conversion period – 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.

Cash Value Life Insurance is a type of insurance where premiums charged are higher at the beginning than they would be for the same amount of term insurance. The part of the premium that is not used for the cost of insurance is invested by the company and builds up cash value that may be used in a variety of ways. You may borrow against a policy's cash value by taking a policy loan. If you don't pay back the loan and the interest on it, the amount you owe will be subtracted from the benefits when you die, or from the cash value if you stop paying premiums and take out the remaining cash value. You can also use your cash value to keep insurance protection for a limited time or to buy a reduced amount

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without having to pay more premiums. You also can use the cash value to increase your income in retirement or to help pay for needs such as a child's tuition without canceling the policy.

However, to build up this cash value, you must pay higher premiums in the earlier years of the policy. Cash value life insurance may be one of several types; whole life, universal life and variable life are all types of cash value insurance.

**Whole Life Insurance** covers you for as long as you live if your premiums are paid. You generally pay the same amount in premiums for as long as you live. When you first take out the policy, premiums can be several times higher than you would pay initially 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 since the premium payments are made during a shorter period.

**Universal Life Insurance** is a kind of flexible policy that lets you vary your premium payments. You can also adjust the face amount of your coverage. Increases may require proof that you qualify for the new death benefit. The premiums you pay (less expense charges) go into a policy account that earns interest. Charges are deducted from the account. If your yearly premium payment plus the interest your account earns is less than the charges, your account value will become lower. If it keeps dropping, eventually your coverage will end. To prevent that, you may need to start making premium payments, or increase your premium payments, or lower your death benefits. Even if there is enough in your account to pay the premiums, continuing to pay premiums yourself means that you build up more cash value.

Variable Life Insurance is a kind of insurance where the death benefits and cash values depend on the investment performance of one or more separate accounts, which may be invested in mutual funds or other investments allowed under the policy. Be sure to get the prospectus from the company when buying this kind of policy and STUDY IT CAREFULLY. You will have higher death benefits and cash value if the underlying investments do well. Your benefits and cash value will be lower or may disappear if the investments you chose didn't do as well as you expected. You may pay an extra premium for a guaranteed death benefit.

# Life Insurance Illustrations

You may be thinking of buying a policy where cash values, death benefits, dividends or premiums may vary based on events or situations the company does not guarantee (such as interest rates). If so, you may get an illustration from the agent or company that helps explain how the policy works. The illustration will show how the benefits that are not guaranteed will change as interest rates and other factors change. The illustration will show you what the company guarantees. It will also show you what could happen in the future. Remember that nobody knows what will happen in the future. You should be ready to adjust your financial plans if the cash value doesn't increase as quickly as shown in the illustration. You will be asked to sign a statement that says you understand that some of the numbers in the illustration are not guaranteed.

# Finding a Good Value in Life Insurance

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:

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- Do premiums or benefits vary from year to year?
- How much do the benefits build up in 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?

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Remember that no one company offers the lowest cost at all ages for all kinds and amounts of insurance. You should also consider other factors:

- How quickly does the cash value grow? Some policies have low cash values in the early years that build
  quickly later on. Other policies 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 or an illustration that will
  show benefits and premiums for selected years.)
- Are there special policy features that particularly suit your needs?
- How are nonguaranteed values calculated? For example, interest rates are important in determining policy
  returns. In some companies increases reflect the average interest earnings on all of that company's policies
  regardless of when issued. In others, the return for policies issued in a recent year, or group of years, reflects
  the interest earnings on that group of policies; in this case, amounts paid are likely to change more rapidly
  when interest rates change.

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# Addendum to Life Insurance Buyer's Guide

After you have decided which kind of life insurance fits your needs, look for a good buy. Your chances of finding a good buy are better if you use two types of index numbers that have been developed to aid in shopping for life insurance. One is called the "Surrender Cost Index" and the other is the "Net Payment Cost Index." It will be worth your time to try to understand how these indexes are used, but in any event, use them only for comparing the relative costs of similar policies. LOOK FOR POLICIES WITH LOW COST INDEX NUMBERS.

# What is Cost?

"Cost" is the difference between what you pay and what you get back. If you pay a premium for life insurance and get nothing back, your cost for the death protection is the premium. If you pay a premium and get something back later on, such as a cash value, your cost is smaller than the premium.

The cost of some policies can also be reduced by dividends; these are called "participating" policies. Companies may tell you what their current dividends are, but the size of future dividends is unknown today and cannot be guaranteed. Dividends actually paid are set each year by the company.

Some policies do not pay dividends. These are called "guaranteed cost" or "nonparticipating" policies. Every feature of a guaranteed cost policy is fixed so that you know in advance what your future cost will be.

The premiums and cash values of a participating policy are guaranteed, but the dividends are not. Premiums for participating policies are typically higher than for guaranteed cost policies, but the cost to you may be higher or lower, depending on the dividends actually paid. What are Cost Indexes?

In order to compare the cost of policies, you need to look at:

- 1. Premiums
- 2. Cash Values
- 3. Dividends

Cost Indexes use one or more of these factors to give you a convenient way to compare relative costs of similar policies. When you compare costs, an adjustment must be made to take into account that money is paid and received at different times. It is not enough to just add up the premiums you will pay and to subtract the cash values and dividends you expect to get back.

These indexes take care of the arithmetic for you. Instead of having to add, subtract and multiply and divide many numbers yourself, you just compare the index numbers which you can get from life insurance agents and companies.

- 1. Life Insurance Surrender Cost Index. This index is useful if you consider the level of the cash values to be of primary importance to you. It helps you compare costs if at some future point in time, such as 10 or 20 years, you were to surrender the policy and take its cash value.
- 2. Life Insurance Net Payment Cost Index. This index is useful if your main concern is the benefits that are to be paid at your death and if the level of cash values is of secondary importance to you. It helps you compare costs at some future point in time, such as 10 or 20 years, if you continue paying premiums on your policy and do not take its cash value.

There is another number called the Equivalent Level Annual Dividend. It shows the part dividends play in determining the cost index of a participating policy. Adding a policy's Equivalent Level Annual Dividend to its cost index allows you to compare total costs of similar policies before deducting dividends. However, if you make any cost comparisons of a participating policy with a non-participating policy, remember that the total cost of the participating policy will be reduced by dividends, but the cost of the non-participating policy will not change.

How Do I Use Cost Indexes?

The most important thing to remember when using cost indexes is that a policy with a small index number is generally a better buy than a comparable policy with a larger index number. The following rules are also important:

- (1) Cost comparisons should only be made between similar plans of life insurance. Similar plans are those which provide essentially the same basic benefits and require premium payments for approximately the same period of time. The closer policies are to being identical, the more reliable the cost comparison will be.
- (2) Compare index numbers only for the kind of policy, for your age and for the amount you intend to buy. Since no one company offers the lowest cost for all types of insurance at all ages and for all amounts of insurance, it is important that you get the indexes for the actual policy, age and amount which you intend to buy. Just because a Shopper's Guide tells you that one company's policy is a good buy for a particular age and amount, you should not assume that all of that company's policies are equally good buys.
- (3) Small differences in index numbers could be offset by other policy features, or differences in the quality of service you may expect from the company or its agent. Therefore, when you find small differences in cost indexes, your choice should be based on something other than cost.
- (4) In any event, you will need other information on which to base your purchase decision. Be sure you can afford the premiums, and that you understand its cash values, dividends and death benefits. You should also make a judgment on how well the life insurance company or agent will provide service in the future, to you as a policyholder.
- (5) These life insurance cost indexes apply to new policies and should not be used to determine whether you should drop a policy you have already owned for a while, in favor of a new one. If such a replacement is suggested, you should ask for information from the company which issued the old policy before you take action.

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

PREPARED FOR: JOHN DAVIS AGE: 30 MALE STANDARD

POLICY NUMBER: TULE\_NY

# END OF YEAR PROJECTED VALUES - NUMERIC SUMMARY

Guaranteed Cost of Current Cost of Average of Guaranteed and Insurance and Current Current Cost of Insurance Interest at 3 % Interest at 4.0 % and Interest at 3.5%

The last year of death benefit under guaranteed assumptions will be Policy year 39, under current assumptions will be Policy year 70, and under average assumptions will be Policy 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. The level annual premium that would continue this contract to maturity based on Guaranteed Cost of Insurance and Guaranteed Interest is .

# AN EXPLANATION OF THE USE OF THESE INDEXES IS PROVIDED IN THE BUYER'S GUIDE.

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

PO BOX 7937

Lake Forest, IL 60045-7937 (800) 918-8877option 6

Any questions regarding this coverage should be directed to this address and phone number.



08-05-2014



# 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 Policy. This Policy 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.

# ACCIDENTAL DEATH BENEFIT RIDER

The Accidental Death Benefit is equal to the Face Amount in effect for an accidental death that occurs prior to the Insured's 75th birthday.

# CHILDREN'S TERM INSURANCE RIDER

Pays the Insured Childs Death Benefit if the Insured Child dies while the rider is in force.

# CONVALESCENT CARE BENEFIT RIDER

Pays benefits after the insured has received services while confined in a Long Term Care or Assisted Living Facility, or received Home Health Care and Adult Day Care services for 90 days. Benefits are payable and retroactive to the first day of service. Payments will be based on the greater of Face Amount or Death Benefit.

For an additional premium, allows you to increase your coverage yearly without additional underwriting. Benefit increases are automatic for a pre-selected number of years.

# WAIVER OF PREMIUM RIDER

Waives payment of the Annual Expense Charge Premium and premium on riders not included in the Annual Expense Charge Premium during the Total Disability of the Waiver Insured.

# DEFINITIONS OF IMPORTANT TERMS AND COLUMN HEADINGS

CLIENT'S CLASS: This illustration assumes the insured is classified as MALE.

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

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

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

The Payment Mode for the Policy 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 Policy Date this equals the premium received less the Percentage Expense Charge less the Monthly Deduction. On each Monthly Deduction day after the Policy 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 th 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 th birth date, the Death Benefit Amount is the greater of of the Face Amount on the date of death or the Minimum Death Benefit.

GUARANTEED CHARGES AND INTEREST OF 3.0%: The Accumulated Value on any Policy anniversary will be at least equal to what it would have been if the interest rate credited had always been 3.0 %: and the Guaranteed Monthly Cost of Insurance Rates, 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 4.0%: 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 Policy.

# **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.

# **POLICY LOANS**

Policy loans are available under this policy. The current annual policy loan interest rate is 8.0 % and is charged in arrears. The loan interest rate is adjustable monthly, and will not exceed the greater of the Current Rate plus one percent, or Moody's Corporate Bond Yield Averages – Monthly Average Corporates for the calendar month ending two months before the issue date of this contract.

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 Policy, as it applies to the Policy 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 Policy.

THIS ILLUSTRATION WAS PREPARED FOR PRESENTATION IN NY

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

PREPARED FOR: JOHN DAVIS POLICY NUMBER: TULE\_NY

AGE: 30 MALE STANDARD

# END OF YEAR PROJECTED VALUES - NUMERIC SUMMARY

Guaranteed Cost of Current Cost of Average of Guaranteed and Insurance and Current Cost of Insurance Interest at 3 % Interest at 4.0 % Average of Guaranteed and Current Cost of Insurance and Interest at 3.5 %

The last year of death benefit under guaranteed assumptions will be Policy year 39, under current assumptions will be Policy year 70, and under average assumptions will be Policy 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. The level annual premium that would continue this contract to maturity based on Guaranteed Cost of Insurance and Guaranteed Interest is .

# AN EXPLANATION OF THE USE OF THESE INDEXES IS PROVIDED IN THE BUYER'S GUIDE.

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

PO BOX 7937

Lake Forest, IL 60045-7937 (800) 918-8877option 6

Any questions regarding this coverage should be directed to this address and phone number.

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

PREPARED FOR: JOHN DAVIS INITIAL SPECIFIED AMOUNT:

AGE: 30 MALE STANDARD

END OF YEAR PROJECTED VALUES - TABULAR DETAIL

GUARANTEED GUARANTEED CHARGES AND INTEREST AT 3% NON-GUARANTEED CURRENT CHARGES AND CURRENT INTEREST AT 4.0 % NON-GUARANTEED AVERAGE CHARGES AND CURRENT INTEREST AT 3.5

%

Based on annual planned premiums this Policy will terminate under guaranteed assumptions in March 1, 2052, under current assumptions in December 31, 9999, under average assumptions in December 31, 9999.

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.

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

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# **DISCLOSURE OF NON-GUARANTEED ELEMENTS**

# TRUSTMARK LIFE INSURANCE COMPANY OF NEW YORK TRUSTMARK UNIVERSAL LIFE FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE (FORM NO. IUL.205 NY)

PREPARED FOR: JOHN DAVIS

|                            | <u>CURRENT</u> | GUARANTEED           |
|----------------------------|----------------|----------------------|
| Monthly Administrative Fee |                |                      |
| YEARS 1 THROUGH 10         | /month         | \$5.00/month         |
| YEARS 11 AND AFTER         | /month         | \$5.00/month         |
| Percentage Expense Charge  |                |                      |
| YEARS 1 – 10               | 8.00%          | 8.00%                |
| YEARS 11+                  | 0.00%          | 0.00%                |
| Interest Rate              | 3.00%          | 3.00%                |
|                            |                |                      |
| Monthly Cost Of Insurance  |                |                      |
| Per \$1,000 At Risk        |                |                      |
|                            |                |                      |
| DURATION                   |                |                      |
|                            |                |                      |
| 55                         | 0              | 14.89242             |
| 40                         | 0              | 4.29027              |
| 42                         | 0              | 5.06048              |
| 44                         | 0              | 5.99883              |
| 46                         | 0              | 7.2432               |
| 48                         | 0              | 8.64719              |
| 50                         | 0              | 10.19852             |
| 52                         | 0              | 12.09737             |
| 54                         | 0              | 14.14307             |
| 56                         | 0              | 15.56466             |
| 58<br>60                   | 0<br>0         | 17.79156             |
| 62                         | 0              | 21.17897<br>24.12701 |
| 64                         | 0              | 26.28399             |
| 34                         | 0              | 2.61432              |
|                            |                |                      |
| 38<br>8                    | 0<br>0         | 3.64574<br>0.65181   |
| 8<br>36                    | 0              | 3.0761               |
| 51                         | 0              | 11.07606             |
| 49                         | 0              | 9.41844              |
| 49                         | 0              | 7.93158              |
| 71                         | U              | 7.30100              |

| 45 | 0 | 6.57545  |
|----|---|----------|
| 43 | 0 | 5.50992  |
| 41 | 0 | 4.65518  |
| 39 | 0 | 3.95642  |
| 37 | 0 | 3.35287  |
| 35 | 0 | 2.82825  |
| 33 | 0 | 2.42587  |
| 31 | 0 | 2.09466  |
| 29 | 0 | 1.80102  |
| 27 | 0 | 1.52789  |
| 25 | 0 | 1.28359  |
| 23 | 0 | 1.08924  |
| 21 | 0 | 0.92363  |
| 19 | 0 | 0.75947  |
| 17 | 0 | 0.61677  |
| 12 | 0 | 0.56991  |
| 1  | 0 | 0.38974  |
| 32 | 0 | 2.2548   |
| 30 | 0 | 1.94517  |
| 28 | 0 | 1.66165  |
| 26 | 0 | 1.40001  |
| 24 | 0 | 1.18139  |
| 22 | 0 | 1.00601  |
| 20 | 0 | 0.83931  |
| 18 | 0 | 0.68436  |
| 16 | 0 | 0.5567   |
| 14 | 0 | 0.68505  |
| 10 | 0 | 0.78812  |
| 63 | 0 | 24.93379 |
| 61 | 0 | 22.89669 |
| 59 | 0 | 19.38011 |
| 57 | 0 | 16.55229 |
| 15 | 0 | 0.75474  |
| 13 | 0 | 0.6233   |
| 11 | 0 | 0.51944  |
| 9  | 0 | 0.71718  |
| 7  | 0 | 0.59549  |
| 5  | 0 | 0.50581  |
| 3  | 0 | 0.44186  |
| 2  | 0 | 0.41476  |
| 4  | 0 | 0.47175  |
| 6  | 0 | 0.54613  |
| 53 | 0 | 13.13901 |
|    |   |          |



# **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  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 Phone  |  |
|    | you prefer to receive future communications? Email Mail   |  |
| 8. | Did the overall customer experience meet your expectations?   | Yes No   |
|    | Optional: If you answered no, please provide us with your contact informat would like to discuss your experience. | ion if you   |
|    | Name (please print):  | Telephone:   |
|    | Email: B  | est time to call:  |
|    |   |  |

9. Additional comments/feedback:

