

**TRUSTMARK INSURANCE LIFE COMPANY OF NEW YORK**  
(Herein "company")  
126 South Swan Street, Suite 203  
Albany, New York 12210  
866-949-6036

**CONVALESCENT CARE BENEFIT RIDER**  
**OUTLINE OF COVERAGE**  
Rider Form HH/LTC.205 (I) NY

**NOTICE TO THE BUYER:** The rider may not cover all of the costs associated with long term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all rider limitations.

**CAUTION:** The 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 the rider. If your answers fail to include all material information requested, the company has the right to deny 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 Life Insurance Company of New York, PO Box 7962, Lake Forest, IL 60045-7962.

1. The rider is an individual rider which is issued in the state of New York.

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

2. **PURPOSE OF OUTLINE OF COVERAGE.** This outline of coverage provides a very brief description of the important features of the rider. You should compare this outline of coverage to outlines of coverage for other riders or policies available to you. This is not an insurance contract, but only a summary of coverage. Only the individual rider and your Policy contain governing contractual provisions. This means that the individual rider and your Policy set forth in detail the rights and obligations of both you and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you READ YOUR RIDER AND POLICY CAREFULLY!

3. **TERMS UNDER WHICH RIDER MAY BE RETURNED AND PREMIUM REFUNDED.** You may return the rider within 30 days after you receive it, and company will refund any cost of insurance which you paid for the rider. The rider does not contain a provision providing for a refund or partial refund of premium upon the death of an insured or surrender of the contract or rider.

4. **THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.** If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from the insurance company.

Neither Trustmark Life Insurance Company of New York nor its agents represent Medicare, the federal government, or any state government.

5. **COVERAGE FOR QUALIFIED LONG-TERM CARE SERVICES.** Riders of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventive, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home, in the community or in the home.

The rider provides coverage in the form of a monthly benefit 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.

6. **BENEFITS PROVIDED BY THE RIDER.**

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.

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.

**Eligibility for Payment of Benefits:** The following conditions must be met to qualify for benefits:

- The insured is Chronically Ill.
- 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.

**Chronically Ill 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.

**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.

**7. LIMITATIONS AND EXCLUSIONS.** 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 provision captioned Conditions on Eligibility for Benefits.

THE RIDER MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG TERM CARE NEEDS.

**8. RELATIONSHIP OF COST OF CARE AND BENEFITS.** Because the costs of long-term care services will likely increase over time, you should consider whether and how the benefits of the plan may be adjusted.

The level of benefits under the rider is directly related to the death benefit under the Policy. If your Policy has Death Benefit Option A, the death benefit is generally related to the Face Amount of the Policy and, therefore, would remain level. Whereas, if your Policy has Death Benefit Option B, the death benefit normally increases over time as it includes the Accumulated Value. The level of benefit may be increased by increasing the death benefit of the Policy to which the rider is attached, but only before benefits begin. Any increase in the Policy death benefit is subject to the terms of the Policy. The cost for any additional benefit added as described above will be calculated on the same basis as the level of benefits prior to the increase.

You may have the option to apply for additional benefits. The total Face Amount cannot exceed \$300,000. Additional premium will be calculated in the same manner as the premium calculated for the rider initially purchased, and may be subject to underwriting.

**9. ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS.** The rider provides coverage for insureds clinically diagnosed as having Alzheimer's disease or related degenerative and dementing illnesses. Coverage includes loss due to nervous or mental disorders which are caused by demonstrable, clinically diagnosed organic disease, such as Alzheimer's Disease and related degenerative and dementing illnesses.

**10. PREMIUM.** Total annual premium for benefits selected: *The premium for this Convalescent Care Benefit Rider is included in the total premium cost for the Universal Life plan. The separate premium for this benefit rider will be shown on the Schedule page of the coverage issued. If, after your review of the benefit rider, you decide not to keep it, you may return it during the free look period for a full refund of any premium paid.*

**11. ADDITIONAL FEATURES.** Issuance of the rider is subject to the insured furnishing evidence of insurability satisfactory to company, and may be subject to medical underwriting.