# TRUSTMARK INSURANCE COMPANY (Herein "company") 400 Field Drive, Lake Forest, IL 60045 (800) 918-8877

### LONG TERM CARE INSURANCE RIDER OUTLINE OF COVERAGE Rider Form Number HH/LTC.205 V2 (I) WA

**CAUTION:** The issuance of the Long Term Care Accelerated Death Benefit Rider is based upon your responses to the questions in your application. A copy of your application is enclosed or was retained by you when you applied. If your answers are incorrect or untrue, 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 the company at this address: 400 Field Drive, Lake Forest, Illinois 60045.

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

- 1. The rider is an individual rider which was issued and approved in your state.
- 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 from other riders 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 CAREFULLY!**
- 3. FEDERAL TAX CONSEQUENCES. Federal Tax Implications of the rider. The long-term care rider is not intended to be a federally tax-qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986 as amended. Benefits received under the rider may be taxable as income.
- 4. TERMS UNDER WHICH THE RIDER MAY BE CONTINUED IN FORCE OR DISCONTINUED. RENEWABILITY: THE RIDER IS GUARANTEED RENEWABLE. This means you have the right, subject to the terms of your Policy and rider, to continue the rider as long as you pay your premiums on time. Trustmark Insurance Company cannot change any of the terms of your rider on its own, except that, in the future, IT MAY INCREASE THE PREMIUM YOU PAY.

**Waiver of Monthly Deduction:** During the period company is paying benefits under the rider, company will also waive the monthly deduction for the Policy and all riders. The Policy will remain in force while company is paying benefits under the rider.

- 5. TERMS UNDER WHICH THE COMPANY MAY CHANGE PREMIUMS. Company has the right to adjust the premium rates subject to applicable state laws and regulations. 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. Company will not increase your premium rate because of your increasing age, or for the amount of time you have been covered under the rider. Company will give you a 45-day written notice before any premium rate adjustment.
- 6. 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.
- 7. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the insurance company.

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

8. LONG-TERM CARE COVERAGE. 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 fixed dollar indemnity benefit for covered long-term care expenses, subject to the rider and Policy limitations and elimination period requirements.

# 9. BENEFITS PROVIDED BY THE RIDER.

Coverage includes benefits for:

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

There are no deductibles for the rider.

The elimination period is the first 90 days of services or confinement for each Benefit Period during which no benefits are payable.

The benefit maximums are:

- the greater of 4% of the Death Benefit Amount or 4% of the Face Amount, payable on a monthly basis; and
- up to 25 months for all Benefit Periods combined.

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

**Eligibility for Payment of Benefits:** In order for the benefit to be payable, the insured must require assistance in two or more of the Activities of Daily Living; or have Cognitive Impairment.

Activities of Daily Living means any of the following basic human functional abilities required for the insured to remain independent:

- Bathing which means washing oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower;
- Continence which means the ability to maintain control of bowel and bladder function, or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag);
- Dressing which means putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs;
- Eating which means feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously;
- Toileting which means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene; and
- Transferring which means moving into or out of a bed, chair, or wheelchair.

**Cognitive Impairment** means deterioration or loss of intellectual capacity as measured by clinical evidence and standardized tests which measure impairment in the areas of: short or long-term memory; orientation as to person, place, and time; deductive and abstract reasoning; and judgment as it relates to safety awareness. The deterioration or loss must place an individual in jeopardy of harming self or others and thus require continual supervision by another individual.

# **10. LIMITATIONS AND EXCLUSIONS.** The rider does not pay benefits for loss:

- Incurred while residing or confined outside the United States and Canada.
- Due to alcoholism or drug addiction, unless the addiction results from administration of drugs for treatment prescribed by a Physician.
- Treatment provided by a government facility, services for which benefits are available under Medicare or other governmental program (except Medicaid), any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law.

- Services provided by a member of the Insured's immediate family;
- Services for which no charge is normally made in absence of insurance.
- 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
    - attempted suicide or intentionally self-inflicted Injury.
  - Which does not satisfy all the conditions stated in the provision captioned Conditions on Eligibility for Benefits.

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

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

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

11. 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, excluding any term rider. 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.

- 12. 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.
- **13. PREMIUM.** Total annual premium for benefits selected: <u>The premium for this Long Term Care Insurance Rider is included</u> <u>in the total premium cost for the Universal Life plan. The separate premium for this benefit rider will be shown on the</u> <u>Schedule Page of the coverage issued. If, after your review of the Benefit Rider, you decide not to keep it, you may return it</u> <u>during the free look period for a full refund of any premium paid.</u>
- 14. ADDITIONAL FEATURES. Issue of the rider is subject to the insured furnishing evidence of insurability satisfactory to company, and may be subject to medical underwriting.
- **15.** CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG-TERM CARE INSURANCE. CONTACT THE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LONG TERM CARE ACCELERATED DEATH BENEFIT RIDER.