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

# GROUP TERM LIFE INSURANCE CERTIFICATE WITH ACCELERATED BENEFITS

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

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

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

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

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

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

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

PLEASE READ YOUR CERTIFICATE CAREFULLY

TRUSTMARK INSURANCE COMPANY

John Anderson President Kathleen A. Sweitzer
General Counsel and Corporate Secretary

This Certificate includes accelerated death benefits. The Death Benefit and premium will be reduced if accelerated death benefits are paid. Accelerated death benefits may be taxable. We recommend consulting a tax advisor before exercising this option.

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

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# **CERTIFICATE SCHEDULE**

Policyholder:	Voluntary Benefits Multiple Employer/Union Group Insurance (AR) Trust
Participating Employer:	ABC Company
Group Number:	123456
Insured:	John Doe
Issue Age:	35
Certificate Number:	123456
Certificate Effective Date:	June 1, 20xx
Rate Class:	Non-Tobacco
Total Initial Premium:	\$xx.xx
Premium Payable:	Monthly
Expiry Date:	June 1, 2xxx
Vesting Period:	10 years
Face Amount:	\$xxx.xx
OWNER AND BENEFICIARY ARE AS DESIGNATED I	N THE APPLICATION UNLESS SUBSEQUENTLY CHANGED
BENEFITS:	
Initial Death Benefit The Death Benefit will decrease by 67% at the late Interim Coverage Terminal Illness Accelerated Death Benefit Chronic Care Accelerated Death Benefit Extension of Chronic Care Accelerated Death Benefit Benefit Restoration	X.XX r of Attained Age 70 or 10 years after the Certificate Effective Date.
Annual Premium	\$ XX.XX

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# CERTIFICATE SCHEDULE, CONTINUED SCHEDULE OF GUARANTEED NONFORFEITURE BENEFITS

Certificate Year	Attained Age	Reduced Paid-Up Term Insurance	Extende Insura	ance	Certificate Year	Attained Age	Reduced Paid- Up Term Insurance	Ins	ded Term urance
1-10	35-44	\$0	Years 0	<u>Days</u> 0	49	83	\$ 32,970	<u>Years</u> 8	<u>Days</u> 327
11	45	\$ 5,507	9	352	50	84	\$ 33,743	8	173
12	46	\$ 6,369	10	236	51	85	\$ 34,539	8	23
13	47	\$ 7,217	11	72	52	86	\$ 35,360	7	258
14	48	\$ 8,051	11	229	53	87	\$ 36,207	7	138
15	49	\$ 8,872	11	347	54	88	\$ 37,082	7	27
16	50	\$ 9,680	12	56	55	89	\$ 37,989	6	302
17	51	\$ 10,476	12	95	56	90	\$ 38,928	6	226
18	52	\$ 11,260	12	107	57	91	\$ 39,900	6	160
19	53	\$ 12,033	12	99	58	92	\$ 40,905	6	102
20	54	\$ 12,797	12	75	59	93	\$ 41,941	N/A	N/A
21	55	\$ 13,550	12	38	60	94	\$ 43,007	N/A	N/A
22	56	\$ 14,294	11	352	61	95	\$ 44,096	N/A	N/A
23	57	\$ 15,028	11	286	62	96	\$ 45,209	N/A	N/A
24	58	\$ 15,753	11	206	63	97	\$ 46,354	N/A	N/A
25	59	\$ 16,468	11	116	64	98	\$ 47,531	N/A	N/A
26	60	\$ 17,176	11	51	65	99	\$ 48,745	N/A	N/A
27	61	\$ 17,875	12	36	66-86	100-120	\$ 50,000	N/A	N/A
28	62	\$ 18,568	12	299			+ ==,===		
29	63	\$ 19,255	13	136		, ,			
30	64	\$ 19,937	13	297					
31	65	\$ 20,614	14	58					
32	66	\$ 21,287	14	155					
33	67	\$ 21,957	14	230					
34	68	\$ 22,622	_14	291	7				
35	69	\$ 23,285	14	342					
36	70	\$ 23,947	15	20					
37	71	\$ 24,607	15	60					
38	72	\$ 25,268	14	220					
39	73	\$ 25,932	14	16					
40	74	\$ 26,600	13	178					
41	75	\$ 27,272	12	343					
42	76	\$ 27,950	12	144					
43	77	\$ 28,635	11	313					
44	78	\$ 29,328	11	121					
45	79	\$ 30,030	10	296					
46	80	\$ 30,744	10	113					
47	81	\$ 31,472	9	299					
48	82	\$ 32,214	9	129					

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

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# CERTIFICATE SCHEDULE, CONTINUED SCHEDULE OF GUARANTEED DEATH BENEFITS

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

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

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#### **DEFINITIONS**

# **Active Employee**

An Insured who meets all of the following requirements:

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

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

#### **Activities of Daily Living**

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

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

#### Attained Age

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

# **Beneficiary**

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

#### Certificate

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

# **Certificate Effective Date**

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

**Chronic Illness** or **Chronically III** means the Insured has been certified by a Physician as having any of the following for a period of at least 90 consecutive days:

- The inability to perform, without hands-on assistance by another individual, at least two Activities of Daily Living due to a loss of functional capacity; or
- A Severe Cognitive Impairment.

# **Date of Diagnosis**

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

#### **Death Benefit**

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

#### **Endorsement**

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

# **Evidence of Insurability**

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

#### **Face Amount**

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

**Family Caregiving** means unpaid, substantial hands-on care provided in the Insured's or caregiver's home to assist the Insured with Chronic Illness when:

- A Physician certifies that such care is Medically Necessary due to Chronic Illness;
- The individual or individuals assisting the Insured do not have a Chronic Illness; and
- Such care is provided at least 8 days per month.

# **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).

#### Illness

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

# **Immediate Family**

Any person who is:

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

# Insured

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

#### Issue Age

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

#### Lapse

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

# **Medically Necessary**

A service or supply which:

- Is appropriate and consistent with the diagnosis of a Physician in accordance with accepted standards of local community medical practice; and
- Could not be omitted without adversely affecting the Insured's condition or the quality of medical care.

# **Participating Employer**

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

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

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

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

#### **Participation Agreement**

The contract between the Participating Employer and Us.

# **Physician**

An individual, other than You, or the Insured or a member of Your or the Insured's Immediate Family, who is licensed to practice medicine in the state in which treatment is received.

# **Policy**

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

# Policyholder

The legal entity to which the Policy is issued.

# **Pre-Existing Condition**

A condition, including a condition not diagnosed or identified, for which symptoms existed within 6 months before the Certificate Effective Date or for which medical advice or treatment was recommended by or received from a Physician or other member of the medical profession, within 6 months before the Certificate Effective Date.

**Professional Caregiving** means care provided by a licensed, accredited or certified healthcare institution other than a Hospital, whose primary purpose is to assist individuals with Chronic Illness either in their facility or in the Insured's home when:

- A Physician certifies that such care is Medically Necessary due to Chronic Illness;
- The care is not provided by or in a facility owned by the Insured or a member of the Insured's Immediate Family; and
- Such care is provided at least 8 days per month.

**Severe 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 the Insured in jeopardy of harming themselves or others; and
- Require direct supervision by another individual to protect the Insured from threats to health and safety.

#### **Spouse**

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

#### **Terminal Illness or Terminally III**

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

# **Vesting Period**

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

# We, Us, Our, or the Company

Trustmark Insurance Company.

#### You. Your

The Insured named on the Certificate Schedule.

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# **ELIGIBILITY, EFFECTIVE DATE AND TERMINATION**

# **Eligibility for Coverage**

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

# **Effective Date**

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

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

# **Termination of Coverage**

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

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

#### Interim Coverage

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

- You authorize premium collection:
- You are an Active Employee or the Spouse of an Active Employee at the time of application;

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

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

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

#### **Continuation and Conversion**

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

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

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

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

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

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

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#### LIFE INSURANCE BENEFIT PROVISIONS

# **Death Benefit**

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

#### Suicide Exclusion

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

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# **Nonforfeiture Options**

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

# Option 1: Reduced Paid-Up Term Insurance

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

# Option 2: Extended Term Insurance

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

The above Nonforfeiture Options are subject to the following conditions:

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

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# ADDITIONAL BENEFITS

# **Terminal Illness Accelerated Death Benefit**

Disclosure Notice: Your Death Benefit will be reduced if You receive a Terminal Illness Accelerated Death Benefit. Receipt of this benefit may be taxable. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this benefit. Trustmark Insurance Company has no responsibility for any tax consequences of any benefits paid under this provision. Receipt of a Terminal Illness Accelerated Death Benefit may affect Your eligibility for Medicaid or other governmental benefits or entitlements.

# Conditions for Payment

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

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

# Amount of Benefit

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

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

The Terminal Illness Accelerated Death Benefit is payable only once. Effect of Terminal Illness Accelerated Death Benefit on the Certificate

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

Premium payable for the Certificate and any riders, will be waived and coverage will remain in force for 24 months immediately following the date the Terminal Illness Accelerated Death Benefit is paid or until the Insured's death, whichever occurs first. If the Insured survives beyond 24 months, a proportionately reduced premium will be due to continue coverage for the remaining Face Amount.

# **Benefit Payment**

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

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

# Demonstration of the Terminal Illness Accelerated Death Benefit

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

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

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# **Chronic Care Accelerated Death Benefit**

DISCLOSURE NOTICE: Your Death Benefit will be reduced if You receive Chronic Care Accelerated Death Benefits. Benefits paid under this provision may or may not be taxable. Whether or not You or Your Beneficiary incur a tax liability when benefits are paid depends on how the IRS interprets applicable portions of the Tax Code. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this benefit. Trustmark Insurance Company has no responsibility for any tax consequences of any benefits paid under this provision. Receipt of Chronic Care Accelerated Death Benefits may affect your eligibility for Medicaid or other governmental benefits or entitlements.

# Conditions for Payment

We will pay the Chronic Care Accelerated Death Benefits subject to all of the following criteria. The Insured must:

Be certified as Chronically III by a Physician; and

Be receiving Professional Caregiving or Family Caregiving.

No benefits are payable for the first 90 day period that Professional Caregiving or Family Caregiving is received by the Insured. Any Death Benefit assigned to an irrevocable Beneficiary will not be accelerated.

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

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

# **Amount of Benefit**

The Chronic Care Accelerated Death Benefit is payable as a lump-sum or periodic payment option, as described below.

**Option 1** – Periodic Payment - If You are receiving Professional Caregiving, you may request up to a lifetime maximum of 25 periodic payments in the amount of 4% of the Face Amount shown in the Certificate Schedule. If you are receiving Family Caregiving, you may request up to a lifetime maximum of 50 periodic payments in the amount of 2% of the Face Amount shown on the Certificate Schedule. The total sum of periodic payments may not exceed the Face Amount on the Schedule. Once this option is selected, You may not later elect Option 2. After the initial periodic payment is made, if You continue to receive Professional Caregiving or Family Caregiving, You may request additional periodic payments. Each periodic payment must be separated by a period of 30 days or more from the most recent periodic payment.

**Option 2** - Lump-Sum Payment - You may request a lump-sum payment. If You are receiving Professional Caregiving, the benefit will be in the amount of 20% of the Face Amount. If You are receiving Family Caregiving, the benefit will be in the amount of 10% of the Face Amount. Once this option has been selected, You may not later elect Option 1. The lump-sum payment can only be paid one time and the Chronic Care Accelerated Death Benefit provision will terminate upon payment.

IMPORTANT: If the Extension of Chronic Care Accelerated Death Benefit was also issued with your Certificate and you choose Option 2, benefits will not be payable under the Extension of Chronic Care Accelerated Death Benefit provision. Additionally, the Chronic Care Accelerated Death Benefit and the Extension of Chronic Care Accelerated Death Benefit provisions will both terminate.

# Effect of Chronic Care Accelerated Death Benefit on the Certificate

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

If the periodic payment option is selected, premium payable for the Certificate and any riders will be waived as long as periodic payments continue to be requested and made every 30 days and coverage will remain inforce for the period of time for which the periodic payments are made. If the lump-sum option is selected, premium will not be waived. When the Face Amount is reduced, a proportionately reduced premium will be due to continue coverage for the remaining Face Amount after the lump-sum payment is made or the periodic payments conclude.

# Benefit Payment

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

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

Demonstration of the Chronic Care Accelerated Death Benefit periodic payment (example): \$2,000

	Prior to Accelerated <u>Death Benefit Payment</u>	Following Accelerated Death Benefit Payment
Face Amount Death Benefit	\$ 50,000 \$ 50,000	\$ 48,000 \$ 48,000
Reduced Paid Up Term Insurance	\$ 5,000	\$ 4,800

The remaining Face Amount, Death Benefit and Reduced Paid Up Term Insurance will further reduce each time a periodic payment is made.

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

# **Exclusions**

This provision does not pay benefits for care that is received or loss incurred for any of the following:

- Due to a Pre-Existing Condition when Your inability to perform Activities of Daily Living starts before or during the first 6 months after the Certificate Effective Date;
- 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;
- Incurred while residing or confined outside the United States;
- For Professional Caregiving when there is no cost to the Insured;
- An intentional self-inflicted injury or attempted suicide;
- During any involvement in a war or act of war, declared or undeclared;
- Service in the armed forces;
- While participating or attempting to participate in an illegal activity, riot or insurrection, whether or not You are charged with a crime; or
- Due to alcohol or drug addiction, unless the addiction results from administration of drugs for treatment as prescribed by a Physician.

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# **Extension of Chronic Care Accelerated Death Benefit**

The Extension of Chronic Care Accelerated Death Benefit extends benefits payable under the Chronic Care Accelerated Death Benefit for up to an amount equal to 25 periodic payments in the amount of 4% of Face Amount, if receiving Professional Caregiving or 25 periodic payments in the amount of 2% of Face Amount, if receiving Family Caregiving. The total sum of periodic payments for this benefit may not exceed the Face Amount on the Schedule.

The extension becomes effective only after all benefits under the Chronic Care Accelerated Death Benefit have been exhausted.

The terms, conditions, exceptions and limitations of the Chronic Care Accelerated Death Benefit provision govern the payment of extended benefits under this benefit provision.

The Extension of Chronic Care Accelerated Death Benefit will terminate at the earliest of:

- The date the Insured has exhausted the Extension of Chronic Care Accelerated Death Benefit;
- The end of a period of 30 consecutive days during which benefits are not payable;
- The date the Insured would no longer meet the Conditions for Payment under the Chronic Care Accelerated Death Benefit provision; or
- The date of the Insured's death.

The Extension of Chronic Care Accelerated Death Benefit will not be payable if the lump-sum payment was selected under the Chronic Care Accelerated Death Benefit.

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#### **Benefit Restoration**

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

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

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

The initial restoration shall be made following the first period for which benefits are paid under the Chronic Care Accelerated Death Benefit. Subsequent restoration shall be made on a periodic basis coinciding with the payment of benefits under the Chronic Care Accelerated Death Benefit. The aggregate amount of the restored Certificate values shall, at no time, exceed 100% of the aggregate reduction in the Certificate values for benefits paid under the Chronic Care Accelerated Death Benefit.

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# **PREMIUM**

# **Payment of Premium**

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

#### **Premium Due Date**

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

#### **Returned or Dishonored Premium**

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

#### **Unpaid Premium**

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

# **Grace Period**

If written notice of termination has not been received from You, a grace period of 31 days will be allowed for premium payments due after the initial premium. Coverage shall remain in force during the grace period. If any premium is unpaid at the end of the grace period, coverage shall automatically terminate retroactively to the last day for which premium has been paid.

# **Non-Payment of Premium Options**

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

# Reinstatement

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

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

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#### **OWNER AND BENEFICIARY**

#### **Owner**

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

# **Beneficiary**

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

# **Change of Owner or Beneficiary**

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

#### **Common Disaster**

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

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#### **GENERAL PROVISIONS**

#### **Assignability**

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

# **Payment of Claims**

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

#### **Medical Records and Examinations**

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

#### **Entire Contract**

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

# Incontestability

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

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

# Misstatement of Age, Tobacco Use and Corrections

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

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

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

#### **Legal Actions**

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

#### **Right to Recover Overpayments**

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

We will notify You or Your Beneficiary, if applicable, in writing, of any overpayments made under this coverage. We have the right to recover any overpayments made in full. We will determine the method by which the repayment is to be made,

including the application of future benefits payable under this Certificate or attached rider to the overpayment balance. We will not recover more money than the amount We paid.

# **Conformity with State Law**

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

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