# **Questions & Answers**

# RFP - 201801

The following questions have been submitted concerning RFP 201801 – Benefits Administration Platform. All questions received have been answered. The questions below <u>are provided verbatim from what was received</u> from inquiring firms.

- 1. Please describe the requested support for retirees (the Statistics tab noted Retiree Billing, for example. Are you seeking the same services offered to actives?).
  - Directly bill for enrolled benefits or administer Florida Retirement System deduction for benefits applicable to retirees (under 65- same as actives; over 65 dental and life), as well as reconcile and remit premiums.
- 2. Please provide the Benefit Guides and/or SPDs applicable to the retiree population.
  - See link for over and under 65 guides and SPDs <a href="http://ecsd-fl.schoolloop.com/benefits">http://ecsd-fl.schoolloop.com/benefits</a>.
  - Under 65 same as actives.
  - Over 65 are only eligible for Dental and Life (the rest of the benefits are through the Florida School Retiree Benefit Consortium).
- 3. Is support requested for the determination of retirement eligibility? If yes, describe the data elements that will be provided via the HRIS file in support of this calculation and please provide a sample calculation (e.g. age + YOS, no rounding).
  - Yes,
  - The District will continue to determine retiree eligibility and business rules for benefits based on FRS pension eligibility. Employees aging-in to Medicare should be flagged by the system (platform) for eligibility.
- 4. Please describe the benefits offered to retirees, including any variables by population or age (i.e. <65, >65).
  - Benefits offered may be found on the district's employee benefits page at <a href="http://ecsd-fl.schoolloop.com/benefits">http://ecsd-fl.schoolloop.com/benefits</a>. Medical for <65 retirees, dental and life. Voluntary benefits may be continued, if eligible, but currently retirees have to set up direct billing with the carrier if continued.</li>
- 5. Do you offer any subsidy for the purposes of retiree contributions? If yes, please describe any calculation support requested (e.g. application of subsidy based on membership in specific employment status, subsidy cap applies, etc.)
  - No, subsidy. The School District does not offer a subsidy, however there is a Health Insurance Subsidy paid by Florida Retirement System for retirees only.
- 6. If medical is offered to Post-65/Medicare enrolled individuals, are any plans Medicare Advantage plans? Is Rx Commercial or EGWP? Do you file for RDS?
  - For Post-65 retirees, Medical plans are not offered by the school district to these individuals.
     Post 65 medical benefits are handled through the Florida School Retiree Benefits
     Consortium in which Escambia Public Schools is a member school district. Those services are provided through the Consortium's administrator.
- 7. Please describe your process for determining Medicare Enrollment (e.g. assumed based on age, notification from carrier/individual due to Disability, VDSA, other).
  - Not applicable. Based on age and whether retired or known disability. Anything over 65 is administered by the Consortium which administers District retirees.
- 8. How do retirees pay for benefits (e.g., Direct Bill, Pension payroll, choice between the two, etc.)?

# Bank draft and Pension

- 9. Is support requested for annual enrollment in the fall of 2020 for benefits effective 1/1/2021? If yes, are you open for discussion around the proposed project kick off and/or enrollment dates?
  - Yes, the district will work with the selected administrator to establish timelines.
- 10. What does Active Balance Billing mean?
  - Currently, active employees missing premium deductions due to insufficient earnings/no
    earnings, FMLA, work comp leave, etc. are billed manually based on deductions missed.
    These are collected and remitted to a common remitter for distribution to the carrier. It is
    the districts desire to streamline active balance billing, and for this service to be completely
    performed and taken over by the selected administrator and reconciled each payroll cycle.
- 11. Will the system be housing any non-benefits eligible members?
  - No other than 1095 purposes and reporting
- 12. How many members are enrolled in medical?
  - There are 3800 members in the medical plan
- 13. Do you have any variable-hour members that need status tracking services?
  - Yes
- 14. How many 1095 forms were produced last year?
  - 6,165
- 15. Please break out your retiree population by pre- and post-65.
  - Pre-65 = 287, Post-65 = 2,705
- 16. How many participants are in the HSA and DCFSA plans?
  - HSA = 200, DCFSA = 23
- 17. Who is the current Permanent Life vendor? Can SPDs or other relevant plan documentation be provided?
  - Trustmark
  - See attached
- 18. What pay periods are currently supported across your members?
  - Active-bi-weekly (20 deducts) and monthly (12 deducts). Calendars in the link <u>Payroll</u> Calendars
- 19. Where are beneficiaries currently stored today? Would this information be provided to the selected benefits administration vendor to import as part of the implementation?
  - Beneficiaries are stored in the district's repository system OR current Ben Admin company enrollment system.
  - The District would like to use the Ben Admin system to update beneficiaries after Business Rules are decided.
- 20. Do you have any surcharges in place today?
  - No surcharge but wellness credit may be earned
- 21. Can you provide additional detail on your current wellness program or the ideal future state?
  - Wellness Program on Districts' Risk Management website. Wellness credit may be earned by employee and employee spouse covered by medical plan. <u>ECSD Wellness Program</u>
- 22. How are QMCSO events handled today? Is this something you would like to manage in the selected vendors system?
  - QMCSO are handled by the district utilizing a manual process. It is the district's desire for the administrator to automate this process and handle it electronically in their system.
- 23. How many FEINs are there for ACA reporting purposes?
  - One FEIN for ACA reporting
- 24. Are ACA and COBRA supported in-house today? If not, please confirm the current vendor.
  - Supported in-house. But it is the desire for ACA and COBRA to be handled by Ben Admin provider

- 25. How many benefit administrators will need access to the selected vendor's system? Is administration centralized with a core team, or would the selected vendor work with different contacts at each location?
  - The system would be handled by the risk management and benefits core team centralized in one location. The district would need approximately 2 administrators and 2-3 additional users in the system with different access levels.
- 26. How many different locations make up the Escambia County School District? Are invoices broken out by location, or are they combined into one?
  - Approximately 60 locations. Combined into one for billing.
- 27. Who is your current payroll vendor?
  - The district handles payroll utilizing the Skyward HRIS system.
- 28. Who is your current HRIS vendor?
  - The district utilizes Skyward as its HRIS vendor.
- 29. Do benefit eligibility rules differ across the populations under ECSD?
  - No
- 30. Are integrations needed/plan support required for the following vendors/products listed in the benefits guide:
  - Florida Retirement System
  - Bencor
  - UNUM
  - American Heritage
  - Aflac
  - Transamerica
  - Colonial
  - Trustmark
  - Integrations will be needed with the Florida Retirement System, and all carriers/benefits utilized for the 2021 benefits plan year enrollment and beyond. In addition, integrations will be needed with the Florida School Retiree Benefit Consortium's administrator to provide an Eligibility files of aging-in over 65 retirees.
- 31. Will the platform maintain retiree elections for both over and under age 65 retirees?
  - It will maintain elections for the under 65 retiree elections and only the dental and life benefits for the over 65 retirees.
- 32. Will the District expect the Direct Bill services to encompass both over and under age 65 retirees?
  - The direct bill service applies to the under 65 retirees and only the dental and life benefits of the over 65 retirees.
- 33. With 2,500 retirees listed, does that count include over age 65 and under age 65 retirees? Please provide breakdowns for each retiree group.
  - Pre-65 = 287, Post-65 = 2,705 over 65
- 34. Is it the District's expectation that the platform and billing services encompass retired or grandfathered plans that are no longer offered to new enrollees? If so, please provide a breakdown/count of enrollment for each plan to be included.
  - No, N/A
- 35. Please clarify the District's expectation of the platform to support wellness programs outside of having alternative rates classes.
  - The platform should have the ability to support alternative rate classes.
  - The district seeks communications support from the platform for wellness, and through the solicitation will evaluate platform support proposed by all vendors to determine what is beneficial
- 36. Please define direct bill benefit modeling and provide additional explanation of the expectation of the system to support benefit modeling.

- Currently, active employees missing premiums deductions due to insufficient earning/no earnings, FMLA, work comp leave, etc. are billed manually based on deductions missed.
  These are collected and remitted to a common remitter for distribution to the carrier. It is the districts desire to streamline active balance billing, and for this service to be completely performed and taken over by the selected administrator and reconciled each payroll cycle. The district seeks for the proposers to provide a fully automated model for providing the direct bill service.
- 37. Please confirm the District's intent that the platform supports year-round new hire voluntary benefit enrollment as well as non-voluntary benefits. If yes, is it the District's expectation that employees have the opportunity to meet with benefit educators as well as self-enrollment?
  - Yes, it is the district's desire to have a platform that supports year-round new hire enrollment of all benefits. The district seeks a platform that provides the education and support tools for a complete self-enrollment.
- 38. Has the District prepared its payroll and HRIS vendors to establish the feeds necessary to meet the implementation deadline? If not, is there an alternative date at which integration with these systems should be anticipated?
  - The district will work with the selected vendor to establish the necessary timelines for implementation and enrollment of the 2021 plan year benefits.
- 39. The COVID-19 virus has many document printing companies closed as well as school closings at ECPS though 4/30. If Florida continues its mitigation requirements in place into May, is it possible that you waive the printed copy requirement and only accept an only electronic delivery of the RFP?
  - The District is only requesting forms listed to be sent in (due to wet signature requirement) but the remainder of the response is to be provided electronically. Forms first page of RFP, Letter of Transmittal, Addendum acknowledge (if applicable), Attachment A, Attachment B and Attachment C and Officer Statement (see "ECSD Ben Admin" spreadsheets, Officer Statement tab
- 40. In your response for pricing it is open for interpretation. Traditionally, there would be an Implementation (set up, training, integrations, etc.) and an annual recurring fee. Question 1 do you prefer any implementation fees to be rolled into the 3-year cost, with no upfront cost (if possible) or do you want to see One-time fees and recurring fees separated? Question 2 do you prefer a Per Employee Per Month (PEPM), or would you prefer a Per Employee Per Year Fee (PEPY)?
  - If you have any additional fees, aside from your PEPM and the categories provided, you should include them in the financials tab, questions #8, 9, 10 or where they may apply.
  - The district prefers PEPM.
- 41. This question is to be fully transparent regarding ACA services. Your Statistics indicate 5,300 Active Employee Population and 500-600 New Hires. Is this growth or turnover? What is your total annual population which receives a W2 at year end, as each W2 employee would need to receive a 1095-C form
  - There are 5,341 benefit eligible employees which are all W-2 permanent employees working 20 or more hours weekly.
- 42. Our organization offers multiple communication tools ranging in price from no cost, to thousands of dollars. Do you want to see an a la carte of multiple options, which can be decided at a later date?
  - The pricing grid on the "financials tab" is structured for a-la carte pricing under "2d. communications". The district will choose which communications will choose based on what is offered.
- 43. Will you be looking to convert current year enrollment to the new platform or is the expectation that the vendor will setup/build the new year plan only (2021), to capture enrollment during open enrollment?
  - Yes, current year enrollment will be converted, and the 2021 plan year will be set-up.
- 44. Are you planning an active or passive enrollment for the upcoming Open Enrollment?
  - The district will be planning an active enrollment.



PO BOX 7937 LAKE FOREST IL 60045-7937

ADDRESS SERVICE REQUESTED

JOHN SMITH 8041 MAIL ST APT 3B NORWOOK PK FL 60600

Certificate No. UL205FL Account No.

#### Dear JOHN SMITH:

Thank you for selecting Trustmark Insurance as your insurance carrier. We value your business and appreciate the opportunity to offer quality products for your insurance needs. Serving people is a Trustmark tradition that started in 1913.

Please review the enclosed insurance contract and Life Insurance Illustration and store them in a safe place for future reference.

We have enclosed two copies of your Life Insurance Illustration Numeric Summary. Please sign and return one copy in the enclosed postage paid envelope.

Trustmark promises you prompt, reliable service. If you have questions for our Customer Care Team, please call us at (800) 918-8877 or fax us at (847) 615-4943 or e-mail us at CustomerCare@trustmarksolutions.com. If you have questions regarding claims, please call (877) 201-9373. Our staff is available to answer questions, make changes, or perform any other related services you may need. You may also visit our website at www.trustmarkins.com/customersolutions.

Be assured that Trustmark is committed to protecting your privacy, and we will treat your personal information with complete confidentiality. Enclosed is our Company statement regarding our privacy commitment.

Thank you for your confidence in us. We look forward to serving you for many years to come.

Sincerely,

Joseph L. Pray

President and Chief Executive Officer

Encl.

#### INTERIM TERM ENDORSEMENT

This endorsement is made a part of the Certificate to which it is attached. It revises certain sections of the Certificate.

The Certificate Date shown on the Schedule page is the starting point for determining premium due dates.

All billings and premium due dates will be based on the date stated in the Schedule page.

Coverage under this Certificate and all additional riders attached is effective as of the date of application if:

The proposed insured is eligible for insurance; and

Premium collection is authorized; and

Premium is collected by the first scheduled premium collection date; and

The proposed insured is a risk insurable for insurance.

If coverage cannot be issued exactly as applied for without modification of plan, premium rate or amount, according to the Company's rules and practices, then the modified coverage that is issuable will be effective as of the date of application.

This endorsement expires on the earlier of the Certificate Date, or the date the proposed Insured ceases to be an eligible person.

# TRUSTMARK INSURANCE COMPANY

Joseph L. Pray

President and Chief Executive Officer

Dennis L. Schoff General Counsel and Secretary

# TRUSTMARK INSURANCE COMPANY 400 Field Drive Lake Forest, Illinois 60045

#### CERTIFICATE OF INSURANCE

This is your Certificate of Insurance ("Certificate") while the Group Policy ("Policy") is in force. It explains the rights and benefits that are determined by the Policy. The Policy is a contract between the Policyholder and Us. The Policy is issued to the Group Voluntary Insurance Trust II as "Policyholder".

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

#### NOTICE OF THIRTY-DAY RIGHT TO EXAMINE

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

The provisions on the pages which follow are a part of this Certificate. This Certificate contains a summary of the terms of the Group Policy which is a legal contract between the Policyholder and Us. This Certificate is evidence of life insurance under the Group Policy and is subject to all of the terms and limits of the Group Policy and any amendments thereto.

# Read Your Certificate Carefully

# THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA

**DISCLOSURE:** This Certificate provides, at a minimum, the coverage as required by the applicable Illinois law or the applicable law in the state where the Certificate is issued.

Joseph L. Pray
President and Chief Executive Officer

Dennis L. Schoff General Counsel and 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 Certificate 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. Participates in dividends.

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**SCHEDULE** 

INSURED: JANE E DOE CERTIFICATE NUMBER: UL205FL

AGE: 30 CERTIFICATE DATE: JANUARY 01, 2014

RATE CLASS: PREFERRED MATURITY DATE: JANUARY 17, 2066

INITIAL FACE AMOUNT: \$ 50,000 MONTHLY INITIAL GUARANTEE PREMIUM: \$ 39.17

DEATH BENEFIT OPTION: A INITIAL GUARANTEE PREMIUM EXPIRY DATE: JANUARY 17, 2022

PERCENTAGE RATING FACTOR:

PARTICIPATING EMPLOYER: ABC COMPANY

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

#### **BASIC CERTIFICATE DATA**

FORM NO.	<u>BENEFIT</u>	ANNUAL INITIAL PLANNED PREMIUM	EXPIRY DATE
GUL.205	Flexible Premium Adjustable Life Insurance	\$ 470.00	JANUARY 17, 2066
	RIDERS:		
	Child Term Insurance Benefit - \$ 10,000	\$ 45.00	JANUARY 17, 2066
	Long Term Care Insurance Accelerated Death Benefit	\$ 40.00	JANUARY 17, 2066
	Benefit Restoration	\$ 10.00	JANUARY 17, 2066
	Total Initial Planned Premium		
	Annual	\$ 100.00	
	Monthly	\$ 45.00	
	Initial Surrender Charge	\$ 750.00	

# **SCHEDULE (Continued)**

#### IMPORTANT FINANCIAL INFORMATION

# **GUARANTEED MAXIMUMS**

MONTHLY ADMINISTRATIVE FEE: \$ 7.00

PARTIAL SURRENDER CHARGE: \$ 25.00 FOR EACH PARTIAL SURRENDER

LOAN INTEREST RATE: 8%

ANNUAL EXPENSE CHARGE PREMIUM: \$ 10.00

PERCENTAGE EXPENSE CHARGE: CERTIFICATE YEARS 1 THROUGH 10: 8% OF PREMIUM

PAID UP TO THE ANNUAL EXPENSE CHARGE PREMIUM

CERTIFICATE YEARS 11 AND AFTER: 6% OF PREMIUM PAID UP TO THE ANNUAL EXPENSE CHARGE PREMIUM

# PERCENTAGE OF INITIAL SURRENDER CHARGE:

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GUL.205

#### **DEFINITIONS**

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

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

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 Certificate 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;

an unborn child; or

anyone who lives outside the United States

The Insured is shown on the Schedule.

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

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

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

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#### **DEATH BENEFIT**

# **Death Benefit Proceeds**

If the Insured dies prior to the Maturity Date and while this Certificate is in force, We will pay the Death Benefit Proceeds to the Beneficiary. The Death Benefit Proceeds are the Death Benefit Amount less any outstanding Indebtedness subject to the Death Benefit Option in effect on the date of death.

#### **Death Benefit Amount**

Under Death Benefit Option A, the Death Benefit Amount is the greater of:

The Face Amount on the date of death; or The Minimum Death Benefit.

Under Death Benefit Option B, the Death Benefit Amount is the greater of:

The Face Amount plus the Accumulated Value on the date of death; or The Minimum Death Benefit.

The Death Benefit Option which You have chosen 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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#### **CERTIFICATE CHANGES**

# **Changing the Terms of Your Certificate**

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

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

# **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. 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.

# **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:

- 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 Sections 7702 and 7702A.

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

#### Changing the Death Benefit Option

You may request a change in the Death Benefit Option. If You request a change from:

Option A to Option B: The new Face Amount will be the Death Benefit Amount less the Accumulated Value as of the effective date of the change, but not less than zero.

Option B to Option A: The new Face Amount will be the Death Benefit Amount as of the effective

date of the change.

We may require evidence of insurability for a change in the Death Benefit Option if the Net Amount at Risk is being changed. The change will go into effect on the Monthly Deduction Day following the date We receive Your request for change, subject to Our approval of the change.

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#### PREMIUMS AND GRACE PERIOD

## **Payment of Premiums**

Your first premium is due as of the Certificate 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 Certificate 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.

#### **Unscheduled Premiums**

You may pay premiums at any time before the Maturity Date. We may limit the number and amount of unscheduled premiums.

#### **Grace Period**

This Certificate will enter the Grace Period if the Cash Value is insufficient to pay the Monthly Deduction. Once entered, this Certificate 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 Certificate will terminate without value. However, We will give You at least 31 days notice, prior to termination, that Your Certificate is in the Grace Period. We will advise You of the amount of premium required to keep Your Certificate in force. Such 31 days prior notice will be sent to You at Your last known address and to any assignee of record. If death occurs during the Grace Period, Monthly Deductions through the Certificate 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 Certificate month following such Monthly Deduction Day will not be subtracted in the calculation of such Cash Value.

# **Continuation of Coverage**

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

#### **Initial Guarantee Premium**

This Certificate 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.

The Monthly Initial Guarantee Premium will be adjusted if any of the following occur:

A supplemental benefit is added, terminated, increased or decreased.

The Face Amount is increased.

The Certificate 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 Certificate.

#### Reinstatement

A Certificate 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 Certificate 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 Certificate 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 Certificate was lapsed will be ignored. No premium will be due for this period. This period will not be included for purposes of determining Certificate 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; less The Percentage Expense Charge; plus Any loan repaid or reinstated; less The Monthly Deduction for one month.

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

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#### **CERTIFICATE VALUES**

### **Accumulated Value**

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

All premiums received prior to and including the Certificate Date: Percentage Expense Charges prior to and including the Certificate Date;

Monthly Deduction for the following Certificate month. less

On each Monthly Deduction Day after the Certificate Date, the Accumulated Value will be determined as follows:

Accumulated Value as of the last Monthly Deduction Day;

plus Interest Earned:

plus All premiums received since the last Monthly Deduction Day;

Percentage Expense Charges since the last Monthly Deduction Day: less Any Partial Surrenders paid since the last Monthly Deduction Day; less

Monthly Deduction for the following Certificate month. less

**GUL.205** 8 All calculations will be done at the end of the day on the Monthly Deduction Day.

The Accumulated Value on any day other than a Monthly Deduction Day will be:

Accumulated Value as of the last Monthly Deduction Day; All premiums received since the last Monthly Deduction Day;

less Percentage Expense Charges since the last Monthly Deduction Day;

less Any Partial Surrenders paid since the last Monthly Deduction Day.

The Accumulated Value on any Certificate anniversary will be at least equal to what it would have been if the interest rate credited had always been 4.00% and the Guaranteed Monthly Cost of Insurance Rates multiplied by the Percentage Rating Factor, Guaranteed Maximum Monthly Administrative Fee, Guaranteed Maximum Percentage Expense Charge and Monthly Rider Deductions, if any, had always been in effect.

#### **Cash Value**

plus

The Cash Value of this Certificate will be equal to:

Accumulated Value;

less Any Surrender Charge; less Any Indebtedness.

#### **Interest Earned**

On each Monthly Deduction Day after the Certificate Date, the Interest Earned will be determined as the monthly interest rate times the Accumulated Value as of the last Monthly Deduction Day less Interest on Partial Surrenders since the last Monthly Deduction Day. Interest credited on Indebtedness will not exceed the Loan Interest Rate shown on the Schedule.

Additional interest may be added as follows:

Beginning in the 11th Certificate year, an additional 0.5% may be added to the current interest rate; Beginning in the 16th Certificate year, an additional 1.0% may be added to the current interest rate.

# **Full Surrender**

You may return Your Certificate to Us and request the Cash Value. The Cash Value will be calculated as of the day We receive Your request.

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

#### **Partial Surrender**

At any time after the first Certificate 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 reduced Death Benefit Amount will be determined in accordance with the Death Benefit Option in effect.

The Partial Surrender amount is subject to the following:

Only two Partial Surrenders will be allowed during each Certificate year;

Your request must be made prior to the Maturity Date during the Insured's lifetime;

Each Partial Surrender must be at least \$100:

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 or the period allowed by law, whichever is less. 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 , less the Accumulated Value; or

The Minimum Death Benefit divided by , less the Accumulated Value.

#### **Monthly Cost of Insurance Rate**

At the beginning of each Certificate year, the Monthly Cost of Insurance Rate is determined based on the Insured's Attained Age, Rate Class, and Certificate year. For the Initial Face Amount, We will use the Rate Class on the Certificate Date. For each increase, We will use the Rate Class applicable to the increase. If Death Benefit Option B is in effect, any increase in Accumulated Value will cause an automatic increase in the Death Benefit Amount.

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 Certificates have been in force for the same length of time.

#### **Surrender Charge**

Surrender Charges for the Initial Face Amount will apply during the first 14 Certificate years. The Surrender Charge in each Certificate year is the lesser of:

The Accumulated Value; or

The Initial Surrender Charge multiplied by the Percentage of Initial Surrender Charge applicable to the Certificate 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 during the first 14 years following such increase.

#### **Dividends**

We will determine the dividend, if any, for this Certificate each year and credit it to this Certificate on the first day of the next Certificate year. This Certificate must be in force for a dividend to be credited to it.

We expect dividends, if any, to be small in amount and to accrue, if at all, in the later Certificate years. Each

dividend will be added to the Accumulated Value unless the Owner requests payment in cash.

VULXXCV60000

#### **LOANS**

#### **Loan Value**

At any time while this Certificate is in force, You may borrow from Us an amount which is equal to or less than the loan value. 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 that will be charged for Certificate loans is shown on the Schedule. Loan Interest accrues daily and will be added to this Certificate's Indebtedness and incur interest charges.

# 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 Certificate is in force and prior to the death of the Insured; and

A partial repayment must be at least \$25.00.

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

#### We Can Delay Payment

We can delay loaning You money for up to six months, or the period allowed by law, whichever is less. 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 Certificate as sole security for the loan. Each loan must be at least \$100.

VULXXLP60000

### **OWNER AND BENEFICIARY**

#### **Owner**

The Insured 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 provisions captioned **Change of Owner or Beneficiary.**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 the rights of any assignee of record, and to any endorsement on this Certificate 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 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 Proceeds will be paid on this basis unless an endorsement to this Certificate provides otherwise.

VULXXOBP60000

#### **GENERAL PROVISIONS**

#### **Assignment**

During the lifetime of the Insured You may assign this Certificate as security for an obligation. 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 in the application for coverage described in this Certificate and application for any reinstatements or increases in coverage. 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.

We will not contest payment of the Death Benefit Amount after this Certificate has been in force during the Insured's lifetime for two years from the Certificate 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 Certificate 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.

#### **Suicide Exclusion**

If the Insured commits suicide, while sane or insane, within two years from the Certificate 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, while sane or insane, within two years after the effective date of any increase in the coverage or any reinstatement, the Death Benefit Proceeds will be the costs of insurance associated with each increase or the reinstatement.

#### **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.

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.

#### Misstatement of Cigarette Smoking

If the usage of cigarettes is misstated, We will adjust all benefits under this Certificate to the amount that would have been provided using smoking rates.

#### **Entire Contract**

We have issued this Certificate in consideration of the application and payment of premiums. The Policy, this Certificate, the application for it, any riders, 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 Certificate. The Certificate may be changed by mutual agreement. Our agents have no authority to alter or modify any terms, conditions, or agreements of this Certificate, or to waive any of its provisions.

# **Conversion Privilege**

If an Insured's eligibility under the Policy ends, coverage may be continued under this Certificate.

If the Policy terminates, the Insured shall be entitled to have issued to him, without evidence of insurability, an individual policy of life insurance without any riders. This right applies only if the Insured has had continuous coverage under this Certificate for at least five years. The new policy shall not exceed the smaller of:

The amount in force for the Insured at termination. This amount will be reduced by any amount for which he becomes eligible, within 31 days after termination, under any group life coverage issued by Us or any other insurer; or \$10,000.

The new policy will be issued as follows:

It will be any form of life insurance policy, except term insurance or a policy with disability benefits, We then have available for conversion.

Evidence of insurability will not be required.

The premium for the new policy will be based on the same class of risk as this Certificate,

the age of the Insured at the time of conversion, and the form and amount of coverage provided.

The new policy will take effect at the end of the 31 day period for this conversion.

The new policy shall be in place of all coverage under this Certificate.

An Insured must take the following steps to convert:

Make written application to Us at Our home office within 31 days after the date coverage under this Certificate ends.

Pay, within such 31 days, the first premium for the new policy.

An Insured has coverage during the 31 day period for conversion. The amount of such coverage is the amount that can be converted. This amount will be paid as a death benefit if the Insured dies during this 31 day period. Application for conversion need not have been made. If application had been made, any premium paid for the new policy will be refunded.

#### **Conformity With State Statutes**

If any provision in this Certificate and any attached riders is in conflict with the laws which govern this Certificate and any attached riders, the provision will be deemed to be amended to conform with such laws.

#### **Annual Report**

Each year a report will be sent to You which shows the current Certificate values, premiums paid, and deductions made since the last report and any outstanding Certificate 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 Certificate year will be furnished without charge upon request. We may charge a nominal fee, not to exceed \$25.00 for each projection report furnished in excess of one per year.

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# **Payment Provision**

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

VULXXSO60000



# MINIMUM DEATH BENEFIT TABLE

ATTAINED AGE FACTOR

00 555

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

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# TABLE OF GUARANTEED MONTHLY COST OF INSURANCE RATES PER \$1,000 At Risk

**DURATION** 

00 .26444

**VULXXCOI90NS** 



# TRUSTMARK INSURANCE COMPANY 400 Field Drive Lake Forest, Illinois 60045

#### CHILDREN'S TERM INSURANCE RIDER

This rider is a part of the Certificate to which it is attached. It is issued in consideration of the application and the payment of the required premium for this rider. The premium is 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 Certificate, except as herein stated. The Effective Date of this rider is the same as the Certificate Date, unless otherwise specified. If this rider is added to the Certificate after the Certificate 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 Certificate Anniversary Date on or after such child's 23rd birthday, or the date on which You terminate this rider, if earlier.

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

Is under age 24 years on the Effective Date of this rider and is not confined to a hospital and is named in the approved application for this rider; otherwise, at 12:01 a.m., on the day after the date of discharge from such 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; otherwise at 12:01 a.m., on the date after the date of discharge from such 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.

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 Certificate 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, while sane or insane, Our liability will be limited to the total cost of this rider.

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#### **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 Expiry Date of this rider.

The date the Insured Child becomes independent.

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 cash value 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 date We assign. 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 Certificate is reinstated, subject to Our approval, and 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, except for fraudulent misrepresentation in the application.

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:

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The Monthly Deduction Day immediately following the day We receive the Owner's written request for termination; or

The date the Certificate terminates for any reason other than the death of the Insured; or The date all Insured Children have converted their insurance; or The Expiry Date of this rider.

# TRUSTMARK INSURANCE COMPANY

Joseph L. Pray

President and Chief Executive Officer

Dennis L. Schoff

General Counsel and Secretary

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NOTICE: Benefits paid under this rider 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 rider. This rider is not intended to be qualified long term care insurance within the meaning of the Internal Revenue Code of 1986.

NOTICE TO INSURED: THIS RIDER HAS BEEN APPROVED AS A LONG TERM CARE INSURANCE RIDER MEETING THE REQUIREMENTS OF FLORIDA LAW. THIS RIDER MAY NOT COVER ALL OF THE COSTS ASSOCIATED WITH HOME HEALTH OR LONG TERM CARE INCURRED BY THE INSURED DURING THE PERIOD OF COVERAGE. THE INSURED IS ADVISED TO REVIEW CAREFULLY ALL RIDER LIMITATIONS AND TO PERIODICALLY REVIEW THIS RIDER IN RELATION TO CHANGES IN THE COST OF LONG TERM CARE.

# TRUSTMARK INSURANCE COMPANY 400 Field Drive, Lake Forest, IL 60045 800-918-8877

#### LONG TERM CARE INSURANCE ACCELERATED DEATH BENEFIT RIDER

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

This rider is part of the Certificate 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 Certificate, except as herein stated. The Effective Date of this rider is the same as the Certificate Date, unless otherwise specified. If this rider is added to the Certificate after the Certificate Date, the premium and Effective Date for this rider will be shown on an endorsement. The Certificate determines the benefits under this rider.

If this rider is added to existing coverage that includes a long term care benefits rider, said rider will terminate on this rider's Effective Date.

#### TERMS UNDER WHICH RIDER MAY BE RETURNED AND PREMIUM REFUNDED

You may return this rider within 30 days after You receive it, and We will refund any cost of insurance which You paid for this rider.

**CAUTION:** The issuance of this Long Term Care Insurance Accelerated Death Benefit Rider is issued to you based upon Your answers to the questions in Your application. A copy of Your application is enclosed or was retained by You when You applied for this rider. If Your answers are incorrect or untrue, or if material information was omitted in such answers, then We have the right to deny rider benefits or to rescind Your coverage under this rider. If, for any reason, any of Your answers are incorrect, Our address for making such corrections is Trustmark Insurance Company, 400 Field Drive, Lake Forest, Illinois 60045.

#### **RENEWABILITY**

This rider is guaranteed renewable. We may not cancel or reduce coverage under this rider. Only You can request termination of this rider. Unless You do, it will remain in force for as long as the Certificate remains in force.

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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.

Bathing 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 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 means putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs;

Eating means feeding oneself by getting food into the body from a receptacle, such as a plate, cup, or table, or by feeding tube or intravenously;

Toileting means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene; and

Transferring means moving into or out of a bed, chair, or wheelchair.

**Adult Day Care** means adult day care services which are provided at an Adult Day Care Center. For such Adult Day Care:

A Licensed Health Care Practitioner must certify that it is Medically Necessary due to Sickness or injury; and

The care must be provided in 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

It maintains a written record for each client which includes a plan of care and a record of all services provided;

It has established procedures for obtaining appropriate aid in the event of a medical emergency; It has formal arrangements for providing services of: a Licensed Health Care Practitioner; a dietician; a licensed physical therapist; a licensed speech therapist; and licensed occupational therapist; Its staff includes a full time director; and one or more nurses in attendance during operating hours for at least 4 hours a day; and enough full time staff members to maintain a client-to-staff ratio of 8 or less to 1; and

Is not a place owned or operated by You, the Insured, or a member of the Immediate Family.

**Assisted Living** means assisted living services which are provided at an Assisted Living Facility. For such Assisted Living:

A Licensed Health Care Practitioner must certify that it is Medically Necessary due to Sickness or Injury; and

The care must be provided in 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.

**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, subject to a new Elimination Period.

If more than one Injury or Sickness causes a concurrent Benefit Period, only one monthly benefit amount is payable per month of confinement.

Chronically III means certified 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 due to a loss of functional capacity; or Requiring substantial supervision for protection from threats to health and safety due to severe Cognitive Impairment.

Assessment of Activities of Daily Living and Cognitive Impairment shall be performed by licensed or certified professionals, such as physicians, nurses, or social workers.

**Cognitive Impairment** means a deficiency in the Insured's short-term or long-term memory, orientation as to person, place, and time, deductive of abstract reasoning or judgment as it relates to safety awareness.

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

Elimination Period means the first 90 days of a Benefit Period for which no benefits are payable.

**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 or individual assessment and plan of care; and

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 services of a nurse registry and 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 Licensed Health Care Practitioner and one nurse, and:

Is licensed by the appropriate licensing agency as a Home Health Care Agency;

Is accredited as a Home Health Care Agency or as a provider of Home Health Care services by the National League of Nursing, American Public Health Association or Joint Commission on

Accreditation of Health Care Organizations or their successor organization;

Is certified by Medicare as a Home Health Care Agency;

Is not an agency owned or operated by You, the Insured, or a member of the Immediate Family; and Is a nurse registry licensed as such by the state.

#### 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:

A Licensed Health Care Practitioner must certify that such is Medically Necessary due to Sickness or Injury;

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 any physician, licensed nurse or licensed psychotherapist or any other individual prescribed by rule by the commission, who is licensed to practice medicine and/or treat Sickness or Injury in the state in which treatment is received. Treatment rendered (or service performed) by a Licensed Health Care Practitioner is not reimbursable if the Licensed Health Care Practitioner is You; or the Insured or a member of Your or the Insured's 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.

# Medically Necessary means 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.

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

**Pre-existing Condition** means during the six (6) months immediately prior to the Effective Date of this rider:

A Sickness or Injury for which medical care, diagnosis or advice was received or recommended. If this rider provides replacement coverage for other long term care coverage, credit will be given for any pre-existing time period satisfied under the prior coverage.

# 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. A Licensed Health Care Practitioner must certify that such care is Medically Necessary. Such care may involve:

The preparation of special diets; and Supervision or assistance in the Activities of Daily Living.

Such care must be provided in a Residential Care Facility.

Sickness means illness or disease that results in loss covered by this rider.

**Skilled Nursing Care** means active nursing care and/or restorative rehabilitation services given to treat an unstable health condition. For such Skilled Nursing Care:

A Licensed Health Care Practitioner must certify that it is Medically Necessary due to Sickness or Injury; There must be a care plan for the Insured's recovery carried out on a daily basis; Pending stabilization, the services must require the skills of licensed technical or professional

personnel; and

The care must be provided in a Skilled Nursing Facility.

# Skilled Nursing Facility 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 Health Care Practitioner; Provides continuous, 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (RN);

Maintains a daily medical record for each patient; and

Is not a facility owned or operated by You, the Insured, or a member of the Immediate Family.

# **CONDITIONS ON ELIGIBILITY FOR BENEFITS**

We will pay benefits for Long Term Care Facility confinement, Assisted Living, Home Health Care and Adult Day Care services for the person who is the Insured under the Certificate. It does not cover any other person.

When Benefits Begin: Benefits begin after Insured has been confined in a Long Term Care or Assisted Living Facility or received Home Health Care or Adult Day Care services for 90 days. The first 90 days of confinement or services is the Elimination Period. No benefits are payable for confinement or services during this time. This 90 day period need not be continuous. It must, however, be entirely within one Benefit Period.

**Conditions for Payment:** Subject to the When Benefits Begin provision above, the Insured must be Chronically III for benefits to be payable.

#### LONG TERM CARE FACILITY BENEFIT

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

Meet the Conditions for Payment; and

Be confined in a Long Term Care Facility for Skilled Nursing Care, Intermediate Nursing Care, or Residential Nursing Care.

#### **ASSISTED LIVING BENEFIT**

We will pay benefits for Assisted Living 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.

#### **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.

#### **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 at an Adult Day Care Center.

#### **BENEFIT**

#### **Amount of Benefit**

For each Benefit Period the monthly benefit is the greater of:

4% of the Death Benefit Amount; or

4% of the Face Amount.

Benefits are payable for each month the insured remains confined in a Long-Term Care Facility or an Assisted Living facility; or receives Home Health or Adult Day Care following the Elimination Period, up to 25 months for all Benefit Periods combined.

For a partial month of confinement, benefits are payable on a pro-rata basis; One-thirtieth (1/30th) of the monthly benefit will be paid for each 24 hour day of confinement in a Long-Term Care Facility or Assisted Living Facility; or for each day of Home Health Care or Adult Day Care.

If a new confinement is within the same Benefit Period as a previous confinement, benefits are resumed at the previous amount of monthly benefit.

# **Benefit Exceptions and Limitations**

**Irrevocable Beneficiary:** If the Certificate has an irrevocable Beneficiary(s), no rider benefits Can be paid without the prior written consent of such Beneficiary(s).

**Indebtedness:** In determining the monthly benefit amount payable, the Face Amount and Death Benefit Amount will first be reduced by the amount of any Indebtedness at the end of the Elimination Period. **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 Certificate 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.

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

# Monthly payment if no Indebtedness

Death Benefit Amount at end of Elimination Period	\$100,000
Face Amount at end of Elimination Period	\$100,000
4% 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 at end of Elimination Period	\$100,000
Face Amount at end of Elimination Period	\$100,000
Indebtedness	\$-6,000
Death Benefit Amount reduced by Indebtedness	\$94,000
4% of Death Benefit Amount reduced by Indebtedness	\$3,760
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 reduces all Certificate Values 4%. Thus, the Indebtedness is reduced 4% of \$6,000 or \$240 for each monthly payment.

**Reduction of Certificate Values:** Each monthly or partial monthly payment under this rider will reduce the following Certificate Values:

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

Values will be reduced on a monthly basis by 4% of their value on the date benefits begin. A pro-rata reduction will be made for a partial month of payment.

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

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 all Insureds of the same age and class of risk.

Any change in monthly cost will not be a result of deterioration of health.

Any change in monthly cost will be subject to applicable state laws and regulations.

**Waiver of Monthly Deduction:** During the period We are paying benefits under this rider, We will also waive the Monthly Deduction for the Certificate and all riders. The Certificate 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 or nervous disorders, other than Alzheimer's Disease and related degenerative and dementing illnesses.

Incurred while residing or confined outside the United States and Canada.

Due to alcohol or drug addiction, unless the addiction results from administration of drugs for treatment taken as directed or as prescribed by a Licensed Health Care Practitioner.

In any government facility contracted for or operated by the United States Government (unless otherwise required by law),. 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 covered person's immediate family, and services for which there is no cost to the Insured.

Due to illness, treatment or medical conditions arising out of:

war or act of war (whether declared or undeclared), except for acts of terrorism; participation in a felony, riot or insurrection;

service in the armed forces or units auxiliary thereto; or

suicide (while sane or insane), 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 starts during the first six (6) months after the effective date for this rider.

#### **CLAIMS**

**Written Notice of Claim:** Written notice of claim must be given to Us within 30 days after a covered loss begins, or as soon as reasonably possible after that. The notice should contain Your name and Certificate number.

Your notice should identify the Insured, and be sent to Us or to Our agent.

**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:** If the policy provides for periodic payments for a continuing loss, written proof of loss must be given. Written proof of loss must be sent to Us within 90 days after the end of a Grace Period for which benefits are claimed. For any other loss, written proof must be given within 90 days after such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if proof of loss is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified. This rider only provides periodic payment for a continuing 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. Claims will be paid without interest within 30 days following receipt of due proof of loss. After 30 days, interest will be paid at the rate of 9% per annum from the 30th day to the date of payment. Interest amounting to less than \$1 will not be paid.

**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.

**Denial of Claims:** You, or a provider acting in Your behalf, may appeal a denied claim. The appeal may be made by telephone by calling 1 (800) 918-8877.

**Physical Examination:** When a Licensed Health Care Practitioner has certified that You are unable to perform Activities of Daily Living for an expected period of at least 90 days due to a loss of functional capacity and You are in claim status, the certification will not be rescinded and additional certifications will not be performed until the expiration of the 90 day period.

**Legal Actions:** No legal action may be brought to recover on this Rider within 60 days after written proof of loss has been given as required by this Rider. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

# THE CONTRACT

**Termination of Rider:** This rider will terminate on the earliest of the following:

When We or the agent through whom coverage was purchased receive Your written request for termination; or

Upon termination of the Certificate. Such termination will not affect payments if the Insured Is confined at the time of termination; or

When We have paid benefits for the maximum number of months.

If termination occurs in the middle of the month, unearned Monthly Deductions will be pro-rated and applied to the Accumulated Value.

**Grace Period:** There is a 65 day Grace Period, within which payment of premium after the first may be made. If premium is not paid at the end of the Grace Period, and at least 30 days prior to the effective date of termination, We will mail a notification of possible lapse in coverage to You and to a specified secondary addressee, if such addressee has been designated in writing. We will notify You, at least once every 2 years, of the right to designate a secondary addressee.

If a claim is incurred during the Grace Period and before the overdue premium is paid, the amount of the premium may be deducted in any settlement of the claim.

**Reinstatement:** If the Certificate is reinstated, this rider may also be reinstated, subject to our approval. The reinstated rider will cover only losses that are covered by this rider and that occur after the date of reinstatement. Except for this and any new Certificate provisions added due to reinstatement, both Your rights and Ours will be the same as before the Certificate lapsed.

If this rider terminates for nonpayment of premium and the cause is due to Your Cognitive Impairment or loss of functional capacity, You shall be entitled to have this rider reinstated without evidence of insurability within 5 months after the date of termination. You or any designated addressee must demonstrate to Us that failure to pay the premium was unintentional and due to Your Cognitive Impairment or loss of functional capacity.

Reinstatement is subject to the payment of past due premiums during which period the Certificate will continue in force if the demonstration of Cognitive Impairment or loss of functional capacity is made.

If a claim is incurred during the 180-day period before the overdue premium is paid, the amount of the premium may be deducted in any settlement under the Certificate.

**Continuation:** Regardless of the continuation or conversion options available under the base Certificate, a continuation option is available for this rider.

Only You can request termination of this rider. Unless You do, it will remain in force as long as the Certificate remains in force.

If the base Certificate is converted to an individual life policy, this rider will then be attached to the converted individual life policy.

**Incontestability:** We cannot contest this rider after it has been in force during the Insured's lifetime for two years after date of issue, except for nonpayment of premium.

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.

TRUSTMARK INSURANCE COMPANY

Joseph L. Pray
President and Chief Executive Officer

Dennis L. Schoff General Counsel and Secretary

# TRUSTMARK INSURANCE COMPANY 400 Field Drive Lake Forest IL 60045

#### **BENEFIT RESTORATION RIDER**

This rider is part of the Certificate to which it is attached. It is issued in consideration of the application and the payment of the required premium for this rider. The premium is shown on the Schedule. 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 Certificate and the Long Term Care Insurance Accelerated Death Benefit Rider, except as stated herein. The Effective Date of this rider is the same as the Effective Date of the Long Term Care Insurance Accelerated Death Benefit Rider if You applied for both riders on the same application. If this rider is added to the Certificate after the Certificate Date, the premium and Effective Date for this rider will be shown on an endorsement.

#### **BENEFIT**

100% of the following Certificate Values will be restored under this rider:

Face Amount; Death Benefit Amount; Accumulated Value; and Surrender Charges.

#### RESTORATION

The Certificate Values will be restored while this rider, the Certificate and the Long Term Care Insurance Accelerated Death Benefit Rider are in force. The restored Certificate Values shall equal 100% of the amount of the Certificate Values which were reduced when benefits were paid under the Long Term Care Insurance Accelerated Death Benefit Rider.

The initial restoration of the Benefit shall be made following the first full month for which benefits are paid under the Long Term Care Insurance Accelerated Death Benefit Rider. Subsequent restoration shall be made on a monthly basis coinciding with the payment of benefits under the Long Term Care Insurance Accelerated Death Benefit Rider. The aggregate amount of the restored Certificate Values shall, at no time, exceed 100% of the aggregate reduction in the Certificate Values for benefits paid under the Long Term Care Insurance Accelerated Death Benefit Rider.

# **REINSTATEMENT**

If this rider lapses, it may be reinstated if the Certificate and Long Term Care Insurance Accelerated Death Benefit Rider are reinstated, subject to Our approval.

#### **INCONTESTABILITY**

After this Rider has been in force for 2 years during the Insured's lifetime, we cannot contest the statements in the application.

No claim for loss incurred after 6 months from the effective date of this Rider will be reduced or denied because a Sickness or physical condition had existed before the effective date of coverage.

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 Your written request for termination; or

The date the Long Term Care Insurance Accelerated Death Benefit Rider terminates; or The date We pay all benefits under this rider; or

The date the Certificate terminates.

#### TRUSTMARK INSURANCE COMPANY

Joseph L. Pray

President and Chief Executive Officer

Dennis L. Schoff General Counsel and Secretary

# TRUSTMARK INSURANCE COMPANY TRUSTMARK LIFE INSURANCE COMPANY TRUSTMARK LIFE INSURANCE COMPANY OF NEW YORK (We, Us, Our)

# NOTICE OF PRIVACY PRACTICES

Effective date of this notice: February 13, 2012

## **Our Commitment to Protecting Your Privacy**

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

You do not need to respond to this notice in any way.

#### **Our Responsibilities and Privacy Commitment**

We understand the importance of protecting your private information. Our highest priority is to maintain your trust and confidence. We will maintain our commitment to safeguarding your information now and in the future.

We are required by law to:

Maintain the privacy of your personal information.

Provide you with certain rights with respect to your personal information.

Provide you with a copy of this Notice of our legal duties and privacy practices with respect to your personal information.

Follow the terms of the Notice that is currently in effect.

We are guided by our respect for the confidentiality of your personal information. We are providing you with this notice in accordance with privacy laws and because we want you to know that we value your privacy.

#### **Information We Collect**

Personal Information is any information we obtain about you in the course of issuing insurance and/or providing services. The information we may obtain includes, but is not limited to, your past, present, or future physical or mental health or condition, the provision of health care to you, payment for the provision of health care to you, your Social Security number, employment history, credit history, income information, and bank or credit card information.

We obtain this information from several sources, including but not limited to applications or other forms you complete, your business dealings with us and other companies, and consumer reporting agencies.

# Our Privacy and Security Procedures

Our employees who have access to this information are those who must have it to provide products or services to you. Below are some examples of our guidelines for protecting information.

Paper copies, when used, are viewed, discussed, and retained in private surroundings.

Individuals viewing information stored in a computer must have passwords to gain access. Passwords are provided only to individuals who must have access to provide products or services to our insureds.

Our business associates use information only for the purpose provided. Business associates sign a contract agreeing to follow our privacy procedures.

#### Information We Disclose

We will not disclose any Personal Information about you, except as allowed by law, including the Fair Credit Reporting Act. We may share all of the information we collect with insurance companies, agents, companies that help us to conduct our insurance business, companies that are self-insured, or others as permitted by law. Below are examples of the times we may share information for business purposes.

Underwriting;

Premium rating;

Submitting claims;

Reinsuring risk;

Assessing quality;

Business management and planning; and

Sales, transfer, merger or consolidation of the business.

## Your information may also be shared:

For purposes of treatment, payment, and operations, including assessment of eligibility, case management activities, coordination of care, collection of premium, payment of benefits, and other claims administration.

With a regulatory, law enforcement, or other government authority as required by law. This may include finding or preventing criminal activity, fraud, material misrepresentation or material nondisclosures in connection with an insurance issue.

In response to an administrative or judicial order, including a search warrant or subpoena.

With a medical care institution or professional, to verify coverage, conduct an audit of their activities, discuss a medical problem of which the insured may not be aware, discuss drug and disease management approaches, and other purposes

permitted or required by law.

To conduct actuarial or research studies. In this case, individuals are not identified in the research report. Material identifying an individual is destroyed as soon as it is no longer needed.

With our business associates for use in auditing services or operations, auditing marketing services, performing various functions on our behalf, or to provide certain services.

With a group policyholder for reporting claims experience, or for conducting an audit of our operations or services.

To consult with outside health care providers, consultants and attorneys, and other health related services.

As otherwise permitted or required by law.

We require those with whom we share information to implement appropriate safeguards regarding your Personal Information. We share only that which is minimally necessary to accomplish a task. Information that we get from a report made by a company that assists us to conduct insurance business may be retained by that company and used for other purposes.

Your written authorization is required for uses and disclosures of Personal Information for purposes other than those described above. If you provide us authorization to use or disclose your Personal Information, you may revoke that authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose information for the specific purpose contained in the authorization. We are required to retain any records we may have containing your Personal Information for the periods specified in document retention laws. If you revoke your authorization for payment or health care operations, you may jeopardize the administration of the benefits under your health plan.

#### Your Rights

Upon written request, you have the right to:

Inspect and copy certain Personal Information. We may charge a reasonable fee for the costs of copying or mailing.

Receive confidential communication of Personal Information.

Request restrictions on certain uses and disclosures of your Personal Information, although we are not required to agree to a requested restriction.

Request an amendment to your Personal Information, although we are not required to agree to an amendment.

Receive an accounting of impermissible Personal Information disclosures or disclosures made in compliance with federal law (or state regulations, if applicable) for which an accounting is required.

Be notified of a breach of unsecured Personal Information.

The written request must reasonably describe the information. The information requested must be reasonably locatable and retrievable.

# How to File a Complaint Regarding the Use and Disclosure of Personal Information

If you believe your privacy rights have been violated, you may file a complaint with us, your respective state insurance department, or with the Secretary of Health and Human Services. All complaints must be in writing.

You may not be retaliated against for filing a complaint.

#### **How to Contact Us**

You may contact our representative at the following address:

Privacy Officer Privacy Request Trustmark Companies PO Box 7961 Lake Forest, IL 60045-7961

Email - privacymanagementoffice@trustmarkins.com

Notification of a revised privacy notice will be provided through one of the following:

U.S. Postal Service Revised Plan Document Internet E-mail.

Any right a consumer, claimant, or beneficiary may have under this notice is not limited by any other privacy notice used by Trustmark Mutual Holding Company or its subsidiaries and affiliates.

# TRUSTMARK INSURANCE COMPANY Lake Forest, Illinois 60045

#### LIFE INSURANCE BUYER'S GUIDE

This guide can help you get the most for your money when you shop for life insurance. It can help you answer questions about:

**Buying Life Insurance** 

Deciding How Much You Need

Finding a Low Cost Policy

Things to Remember

This guide was prepared by the National Association of Insurance Commissioners according to their 1989 Model Regulation and reprinted by Trustmark Insurance Company.

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

# This Guide Does Not Endorse Any Company or Policy

# **BUYING LIFE INSURANCE**

When you buy life insurance, you want coverage that fits your needs and doesn't cost too much.

First, decide how much you need - and for how long - and what you can afford to pay.

Next, find out what kinds of policies are available to meet your needs and pick the one that best suits you.

Then, find out what different companies charge for that kind of policy - for the amount of insurance you want. You can find important cost differences between life insurance policies by using **cost comparison indexes** as described in this guide.

It makes good sense to ask a life insurance agent or company to help you. An agent can be particularly useful in reviewing your insurance needs and in giving you information abut the kinds of policies that are available. If one kind 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 at your public library.

What About Your Present Policy? Think twice before dropping a life insurance policy you already have to buy a new one.

It can be costly because much of what you paid in the early years of the policy you now have was used for the company's expense of selling and issuing the policy. This expense will be Incurred again for a new policy.

If you are older or your health has changed, premiums for the new policy will often be higher.

You may have valuable rights and benefits in your present policy that are not in the new one.

You might be able to change your present policy or even add to it to get the coverage or benefits you now want.

Check with the agent or company that issued your present policy - get both sides of the story. In any case, don't give up your present policy until you are covered by a new one.

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

To decide how much life insurance you need, figure out what your dependents would have if you were to die now, and what they would actually need. Your new policy should come as close to making up the difference as you can afford.

In figuring what you have, count your present insurance - including any group insurance where you work, Social Security or veterans insurance. Add other assets you have - savings, investments, real estate, and personal property.

In figuring what you need, think of income for your dependents - for family living expenses, educational costs and any other future needs. Think also of cash needs - for the expenses of a final illness and for paying taxes, mortgages or other debts.

# What Is The Right Kind?

All life insurance policies agree to pay an amount of money when you die. But all policies are not the same. Some provide permanent coverage and others temporary coverage. 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. Your choice should be based on your needs and what you can afford.

A wide variety of plans is being offered today. Here is a brief description of two basic kinds, term and whole life - and some combinations and variations You can get detailed information from a life insurance agent or company.

**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 provides the largest immediate death protection for your premium dollar.

Most term insurance policies are **renewable** for one or more additional terms, even if your health has changed. Each time you renew the policy for a new term, premiums will be higher. Check the premiums at older ages and how long the policy can be continued.

Many term insurance policies can be traded before the end of a **conversion period** for a whole life policy - 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.

Whole Life Insurance covers you for as long as you live. The most common type is called **straight life** or **ordinary life** insurance - you pay the same premiums for as long as you live. These premiums can be several times higher than you pay at first 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 than for ordinary life insurance since the premium payments are squeezed into a shorter period.

Whole life policies develop cash values. If you stop paying premiums, you can take the cash or you can use the cash value to buy continuing insurance protection for a limited time or a reduced amount. (Some term policies that provide coverage for a long period also have cash values.)

You may borrow against the cash values by taking a policy loan. Any loan and interest on the loan that you do not pay back will be deducted from the benefits if you die, or from the cash values if you stop paying premiums.

**Combinations and Variations.** You can combine different kinds of insurance. For example, you can buy whole life insurance for lifetime coverage and add term insurance for the period of your greatest insurance needs. Usually the term insurance is on your life - but it can also be bought for your spouse or children.

**Endowment insurance** policies pay a sum or income to you if you live to a certain age. If you die before then, the death benefit is paid to the person you named as beneficiary.

Other policies may have special features which allow flexibility as to premiums and coverage. Some let you 000-7713

choose the death benefit you want and the premium amount you can pay. The kind of insurance and coverage period are determined by these choices.

One kind of flexible premium policy, often called universal life, lets you vary your premium payments every year, and even skip a payment if you wish. The premiums you pay (less expense charges) go into a policy account that earns interest, and charges for the insurance are deducted from the account. Here, insurance continues as long as there is enough money in the account to pay the insurance charges.

Variable life is a special kind of insurance where the death benefits and cash values depend upon investment performance of one or more separate accounts. Be sure to get the prospectus provided by the company when buying this kind of policy. The method of cost comparison outlined in this Guide does not apply to policies of this kind.

# Finding a Low Cost Policy

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:

Do premiums or benefits vary from year to year?

How much cash value builds up under 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?

Cost Comparison Index numbers, which you get from life insurance agents or companies, take these sorts of items into account and can point the way to better buys.

Cost Comparison Indexes. There are two types of cost comparison index numbers. Both assume you will live and pay premiums for the next 10 or 20 years.

- The Surrender Cost Comparison Index helps you compare costs over a 10 or 20 year period assuming you give up (surrender) the policy and take its cash value at the end of the period. It is useful if you consider the level of cash values to be of special importance to you.
- The Net Payment Cost Comparison Index helps you compare costs over a 10 or 20 year period assuming you will continue to pay premiums on your policy and do not take its cash value. It is useful if your main concern is the benefits that are to be paid at your death.

The two index numbers are the same for a policy without cash values.

Guaranteed and Illustrated Figures. Many policies provide benefits on a more favorable basis than the minimum guaranteed basis in the policy. They may do this by paying dividends, or by charging less than the maximum premium specified. Or they may do this in other ways, such as by providing higher cash values or death benefits than the minimums guaranteed in the policy. In these cases the index numbers are shown on both a guaranteed and currently illustrated basis. the currently illustrated basis reflects the company's current scale of dividends, premiums or benefits. These scales can be changed after the policy is issued, so that the actual dividends. premiums or benefits over the years can be higher or lower than those assumed in the indexes on the currently illustrated basis.

Some policies are sold only on a quaranteed or fixed cost basis. These policies do not pay dividends; the premiums and benefits are fixed at the time you buy the policy and will not change.

Using Cost Comparison Indexes. The most important thing to remember is that a policy with smaller index numbers is generally a better buy than a similar policy with larger index numbers.

Compare index numbers only for similar policies - those which provide essentially the same benefits, with premiums payable for the same length of time. Make sure they are for your age and for the kind of policy and 3

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amount you intend to buy. Remember that no one company offers the lowest cost at all ages for all kinds and amounts of insurance.

Small differences in index numbers should be disregarded, particularly where there are dividends or non guaranteed premiums or benefits. Also, small differences could easily be offset by other policy features, or differences in the quality of service from the agent or company. When you find small differences in the indexes, your choice should be based on something other than cost.

Finally, keep in mind that index numbers cannot tell you the whole story. You should also consider:

The pattern of policy benefits. Some policies have low cash values in the early years that build rapidly later on. Other polices 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 that will show benefits and premiums for selected years.)

Any special policy features that may be particularly suited to your needs.

The methods by which nonguaranteed values are calculated. For example, interest rates are an Important factor in determining policy dividends. In some companies dividends reflect the average Interest earnings on all policies whenever issued. In others, the dividends for policies issued in a recent year, or a group of years, reflect the interest earnings on those policies; in this case, dividends are likely to change more rapidly when interest rates change.

#### THINGS TO REMEMBER

Review your particular insurance needs and circumstances. Choose the kind of policy with the benefits that most closely fit your needs. Ask an agent or company to help you.

Be sure that the premiums are within your ability to pay. Don't look only at the initial premium, but Take account of any later premium increase.

Ask about cost comparison index numbers and check several companies, which offer similar policies. Remember, smaller index numbers generally represent a better buy.

Don't buy life insurance unless you intend to stick with it. It can be very costly if you quit during the early years of the policy.

Read your policy carefully. Ask your agent or company about anything that is not clear to you.

Review your life insurance program with your agent or company every few years to keep up with Changes in your income and your needs.

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- 45. Which languages are required?
  - English and Spanish
- 46. What is the technical protocol that you typically use for Single Sign On?
  - The ECSD IT Department will have to be contacted directly to provide information about the District's Single Sign On protocol
- 47. How are leave events being administered today?

Employees currently meet with HR to determine leave type and eligibility and they also meet with Risk Management to go over insurance coverage options. It is the districts desire for the benefits administrator to perform this process in a fully automated fashion.

- 48. What are the pay period schedules that ECSD supports?
  - 12 and 20 pay periods. In addition, we have 2 collective bargaining units, however the Business rules are the same. Monthly and Bi-Weekly – Calendars in the link <u>Payroll</u> Calendars
- 49. How many QMCSO events were processed last year?
  - The District processed less than 10 Qualified Medical Child Support Orders in 2019.
- 50. How many demographic files should the vendor expect to receive from your HRIS system?
  - During implementation, the district will work with the administrator to determine the needed demographic files.
- 51. While on an unpaid leave, are all populations treated consistently from a benefits/payment perspective? If variations exist between groups, can you please describe the differences?
  - The populations are treated consistently.
- 52. In addition to Spanish, what other languages are required of the contact center support team?
  - Occasional support for Creole.
- 53. How many hearing/speech impaired callers are employed or part of the benefits eligibility community by ECSD?
  - Information not available at this time.
- 54. Please provide a copy of your enrollment file to review layout.
  - The respondents are to provide the acceptable formats for enrollment files.
- 55. What are the top three business objectives of the school district?
  - <u>VISION</u>: Create a school District where parents want to send their children, students want to learn, teachers want to teach and employees want to work. <u>MISSION</u>: The mission of the Escambia County School District is to provide an environment that creates opportunities for all students to achieve their highest potential while building a foundation for continuous learning.
- 56. What are the top three business objectives of Benefits/Risk?
  - To provide benefits of value for our employees and retirees. Provide support to our employees and retirees with benefit issues and changes. Ensure our benefits are administered correctly and eligibility is correct.
- 57. Do you require administration for Medicare or non-Medicare retirees?
  - The solicitation includes the enrollment and direct bill administration for under 65 retirees, and the dental and life benefit direct bill and administration for over 65 retirees. In addition, the selected administrator will send an eligibility file on an established basis to the Florida School Retiree Benefits Consortium of aging-in over 65 retirees.
- 58. Do you have a preference for support? Do you require a fully on-shore model?
  - Support must be on-shore.