



TRANSAMERICA LONG TERM CARE RIDER

GUIDE FOR INSURANCE PROFESSIONALS



Long Term Care Insurance Rider Overview

Issue Ages	18-75 years (age last birthday), subject to policy issue age maximums.
Minimum LTC Rider Specified Amount	\$100,000 (\$112,500 Vermont, \$150,000 South Dakota)
Maximum LTC Rider Specified Amount	\$2,000,000
LTC Rider Risk Classes	Preferred (no Substandard) Non-Tobacco (up to Table D) Tobacco (up to Table D) Note: LTC Rider is not available on life insurance base policies rated higher than Table D; LTC Rider and base policy may have different risk classes and ratings.
Base Policy Death Benefit Option Availability	Level or Increasing. Increasing Option policies will be changed to Level upon exercise of the LTC Rider.
Base Policy 7702 Test	Cash Value Accumulation Test (CVAT) or Guideline Premium Test (GPT) (May vary by product)
Benefit Eligibility Triggers	Inability to perform 2 out of 6 Activities of Daily Living (bathing, continence, dressing, eating, toileting, transferring); or Severe Cognitive Impairment.
Elimination Period*	Insured has incurred expenses for Qualified LTC Services for 90 days. (Needs to be satisfied only once.)
Maximum Monthly Rider Benefit	Lesser of: 2% of the LTC Specified Amount when LTC benefits begin; or the per diem amount allowed by HIPAA times the number of days in the month.
Rider Availability	No other elective riders are available if LTC Rider is chosen.
Rider Charges	Until the policy anniversary at the insured's age 121, Rider charges will be calculated monthly and subtracted from the Policy Value at the beginning of each policy month.
Waiver of LTC Rider Charges	LTC Rider charges are waived while LTC Rider benefits are being paid. All other policy Monthly Deductions continue.
Residual Death Benefit (provided by separate endorsement)	A Residual Death Benefit may be payable if the insured dies while on claim or if the Rider Maximum Amount has been paid. No Residual Death Benefit is payable if the insured has recovered and is not on claim.
Loans and Withdrawals	Not allowed while on claim. Loans and withdrawals will reduce the death benefit and LTC Rider benefit.
LTC Specified Amount	Equals the base policy Face Amount. No other amount can be elected.
Increase in LTC Specified Amount	Increases aren't allowed on the base policy or the LTC Rider while LTC Rider is on the policy. However, if the owner changes the death benefit option which results in an increase in the Face Amount of the policy, the LTC Rider Specified Amount will also increase such that it is equal to the base policy Face Amount.
Illustration Capabilities	Hypothetical LTC claim scenarios available.

The Company and its representatives do not give tax or legal advice. For questions regarding tax implications, the policy owner must consult with his or her own tax advisor.

*Named Eligibility Period in the state of New York

The Long Term Care (LTC) Rider is designed to accelerate the death benefit of the base policy to help policy owners offset expenses that arise in connection with Qualified Long Term Care Services for the insured.

The LTC Rider Specified Amount is equal to 100% of the base policy Face Amount, so the full Face Amount of the policy, less any outstanding loans, can be accelerated over the life of the LTC Rider.

There is a Rider charge taken as a Monthly Deduction from the Policy's Value. The LTC Rider monthly deduction rates will not be level in all policy years (in most states) but rather will vary by the insured's attained age, gender, risk class and Face Amount band.*

The LTC Rider is intended to be federally tax-qualified LTC insurance coverage under Sections 101(g) and 7702B of the Internal Revenue Code (IRC) of 1986, as amended.**

The LTC Rider provides insurance coverage for Qualified Long Term Care Services as described in Section 101(g) and Section 7702B(c). As such, LTC Rider benefits may be income tax-free when received. Generally, accelerated death benefit payments from a qualified LTC rider or contract are not included as income for tax purposes so long as the payments made from all LTC contracts are not more than the greater of (a) the HIPAA per diem limits for LTC benefits or (b) the actual expenses incurred for Qualified Long Term Care Services. Since the maximum income tax-free LTC benefits for any insured are based on benefits paid from all sources, it is possible, of course, that any benefit payment from the LTC Rider could be taxable if LTC benefit payments are received from other sources. Also, the tax free limit for any insured is first allocated to benefits paid to the insured with any remaining non-taxable limit then allowed to others who may receive benefits related to the insured. Clients should consult with and rely on a tax advisor.

Benefits paid under the LTC Rider will reduce the life insurance policy's death benefit and cash surrender value. Policy owners should consider whether their life insurance needs would still be met if LTC Rider benefits are paid out in full. There is no guarantee that the LTC Rider will cover all of the costs associated with long term care that the insured incurs during the period of coverage.

The Long Term Care Rider is not disability insurance and does not provide disability insurance.

*May vary by state.

**The Company and its agents and representatives do not give tax or legal advice. This material and the concepts presented here are for information purposes only and should not be construed as tax or legal advice. Any tax and/or legal advice the client may require or rely on regarding this material should be based on their particular circumstances and should be obtained from an independent professional advisor.



Availability

Only the primary insured on the policy is covered under the LTC Rider. If the policy owner and the insured are different individuals, the policy owner is NOT covered. If the LTC Rider is selected, no other optional riders are available. On certain policies, the Overloan Protection Rider (OPR) is available in conjunction with the LTC Rider; however, the OPR cannot be exercised if the client is receiving LTC benefits.

Underwriting

For detailed underwriting information, please download the Long Term Care Rider Underwriting Guide.

The LTC Rider will be fully underwritten for all issue ages and risk classes. Information regarding the insured's health status and underwriting risk class will be obtained from the base policy application, a supplemental application, the Medical Information Bureau (MIB), a telephone interview, a prescription benefit manager report, a cognitive screening test via telephone interview, and an on-site face-to-face assessment, as applicable, depending on the issue age of the proposed insured.

Underwriting approval and rating classification of the LTC Rider is separate and distinct from approval and rating of the base policy. All underwriting evidence that is required for the life insurance policy and the LTC Rider will need to be received prior to Underwriting making final determinations. The Underwriting evidence received for both the base policy and the Rider will be used in determining the risk classification for both the base policy and the LTC Rider.

UNDERWRITING RISK CLASSES FOR THE LTC RIDER ARE:

- > Preferred (no Substandard)
- > Non-Tobacco (up to Table D)
- > Tobacco (up to Table D)

The base policy must be rated Table D or less in order to be eligible for the LTC Rider. A non-Preferred class LTC Rider may be rated Tables A – D and may have a different rating than the base policy. Initial underwriting requirements for the LTC Rider are shown in the following chart:

Age	Initial LTC U/W Requirements	At Underwriter's Discretion
18-44	Medical Information Bureau (MIB), Prescription History (RX)	Medical Records "For Cause", Face-to-Face Assessment (F2F) "For Cause", LTC Phone Interview (PIL)
45-59	Medical Information Bureau (MIB), LTC Phone Interview (PIL), Prescription History (RX)	Medical Records "For Cause", Face-to-Face Assessment (F2F) "For Cause"
60-65	Medical Information Bureau (MIB), LTC Phone Interview with Cognitive Screen (PIC), Prescription History (RX)	Medical Records "For Cause", Face-to-Face Assessment (F2F) "For Cause"
66-69	Medical Information Bureau (MIB), Medical Records, LTC Phone Interview with Cognitive Screen (PIC), Prescription History (RX)	Face-to-Face Assessment (F2F) "For Cause"
70-75	Face-to-Face Assessment (F2F), Medical Information Bureau (MIB), Medical Records, Prescription History (RX)	Not Applicable

Benefit Eligibility

To be initially eligible for benefits, the following must be satisfied:

- The insured must be certified as a Chronically Ill Individual;
- A Plan of Care prescribed and approved by a Licensed Health Care Practitioner must be provided;
- Proof of Loss documentation must be provided to us each month showing expenses incurred for Qualified LTC Services in accordance with the Plan of Care;
- The 90-Day Elimination Period must be satisfied;
- Qualified Long Term Care Services must begin while the Rider is in force;
- All LTC expenses must be incurred for Qualified LTC Services rendered or goods provided while the Rider is in force;
- All care and services must be in accordance with accepted medical and nursing standards of practice and be consistent with the Insured's current Plan of Care; and
- If required, an assessment of the insured's functional and cognitive abilities will be completed at our expense. If an assessment is performed and the Licensed Health Care Practitioner cannot certify that the individual is Chronically Ill and is expected to remain so for a period of at least 90 days, then the claim will not be approved.



CHRONICALLY ILL

Chronically Ill Individual means an individual who has been certified by a Licensed Health Care Practitioner as:

1. Being unable to perform, without substantial assistance from another individual, at least two out of the six Activities of Daily Living (ADLs) – bathing, continence, dressing, eating, toileting, transferring – for an expected period of at least 90 days due to a loss of functional capacity; or
2. Requiring substantial supervision to protect the insured from threats to health and safety due to Severe Cognitive Impairment.

ELIMINATION PERIOD*

This Rider has an Elimination Period of 90 days. This means that we will not pay benefits under this Rider for any period before the insured has incurred expenses on each of 90 separate days during which this Rider is in effect for Qualified Long Term Care Services that would otherwise be covered under this Rider. These days of care or services need not be continuous. Proof of Loss must be provided in order to satisfy the Elimination Period.

The 90-day Elimination Period needs to be satisfied only once for the Rider.** During the Elimination Period, the insured must satisfy the requirements for qualification and incur expenses for receipt of covered long term care services. We will require a certification by a Licensed Health Care Practitioner that the Insured was a Chronically Ill Individual during the Elimination Period. It must include documentation that during the Elimination Period, the Insured received Qualified Long Term Care Services for which the Insured incurred a charge.

The actual dollar amount of expenses incurred and paid is not material in determining whether an elimination day has been satisfied. Qualifying long term care expenses must be incurred and paid. Evidence of those expenses must be provided to Transamerica to support satisfaction for each day in the Elimination Period.

PROOF OF LOSS

Proof of Loss documentation must be provided to Transamerica each month showing expenses incurred for Qualified Long Term Care Services, in accordance with the Plan of Care. The documentation must be provided within 90 days after the end of the Elimination Period, and within 90 days after the end of each month and for each month for which benefits may be paid. The policy owner must either provide us with this information or authorize its release to us.

*Named Eligibility Period in the state of New York.

**In New York, the 90-day eligibility period must be satisfied within a period of 180 consecutive days. Any LTC rider benefits payable will be payable retroactively as of the first day of the eligibility period.

PLAN OF CARE

We must receive a written assessment of the Insured's physical and cognitive abilities by a Licensed Health Care Practitioner based on a face-to-face evaluation of the insured. All care and services must be consistent with the assessment done to develop the Plan of Care and be in accordance with generally accepted standards of care for a Chronically Ill individual.

WHAT IS NOT COVERED?

Qualified Long Term Care Services do not include care, confinement or services:

- > Performed by a member of the owner's or insured's immediate family
- > Resulting from alcoholism or drug addiction unless as a result of a drug prescribed by a physician.***
- > Resulting from attempted suicide or intentionally self-inflicted injury
- > Resulting from participation in a felony, riot or insurrection
- > For which no charge is normally made in the absence of insurance
- > Received outside the 50 United States and the District of Columbia
- > Not included in the insured's Plan of Care

Qualified Long Term Care Services do not include care, confinement or services:

- > Provided in a government facility (unless otherwise required by law) or under any governmental programs (except Medicaid or Medi-Cal)
- > Paid or payable under Medicare**** or under any state or federal workers compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law; unless the costs incurred and paid exceed the amount covered by one of these entities, policies or programs.

***May vary by jurisdiction. Please refer to the LTC Rider for details.

****This includes any amount that would be covered under Medicare, except that they are subject to a Medicare deductible or coinsurance of some kind. This does not apply when expenses are reimbursable under Medicare solely as a secondary payer.



Rider Benefits

MONTHLY BENEFITS

Any benefits payable under the LTC Rider will be paid monthly in the amount the policy owner chooses, subject to the minimum of \$500 (in most states) and the maximum. The maximum monthly benefit for any calendar month will be equal to the lesser of “a” or “b” where:

- a. Is 2% of the LTC Rider Specified Amount at commencement of benefits; and
- b. Is the monthly amount allowed by HIPAA, which is the per diem amount times the number of days in the calendar month.

Choosing an amount less than the Maximum Monthly LTC Rider Benefit could extend the period during which benefits may be payable.

Once selected, the benefit amount will remain in effect for the remainder of the current calendar year. It may be changed for subsequent calendar years by providing written notice 30 days before the beginning of the next calendar year.

LTC RIDER SPECIFIED AMOUNT

The LTC Rider Specified Amount will be equal to 100% of the base policy Face Amount.

- > Minimum LTC Rider
Specified Amount: \$100,000
(\$112,500 in Vermont and \$150,000 in South Dakota)
- > Maximum LTC Rider
Specified Amount at issue: \$2,000,000

LTC RIDER SPECIFIED AMOUNT CHANGES

Reductions in the LTC Rider Specified Amount are not allowed independently of reductions in the policy Face Amount. While this Rider is in force, increases in the base policy's Face Amount are not allowed. Transactions that increase or reduce the Face Amount of the policy, such as a death benefit option change, will also result in a dollar-for-dollar change in the Long Term Care Rider Specified Amount. At the commencement of LTC Rider benefits we will change the policy death benefit option to Level, if it is not already.

RIDER BENEFIT PERIOD

Monthly Rider Benefit payments begin after the end of the Elimination Period and after the claim for Rider benefits has been approved by us.

Once Rider benefit payments begin, they will continue to be paid each calendar month so long as:

1. The insured remains Chronically Ill and incurs expenses for Qualifying Long Term Care Services.
2. The LTC Rider Maximum Amount has not been fully paid out,
3. The policy owner does not request termination of the claim or the Rider.
4. All care and services are consistent with the Insured's current Plan of Care, and required Plan of Care and Proof of Loss documentation is provided.

LAPSE PROTECTION

While LTC Rider benefits are being paid, the policy will not lapse due to the policy's Cash Surrender Value not being sufficient to pay the Monthly Deduction or any applicable Index Account Monthly Charge.

LTC Rider Charges

The monthly Rider charge will be determined by multiplying the base Policy's Net Amount at Risk (NAR) by the LTC Rider charge (per \$1,000 of base Policy NAR). The LTC Rider charge is taken until the policy anniversary at the insured's age 121. The LTC Rider monthly deduction rates will vary by the insured's issue age, duration, gender, risk class, and Face Amount band.

WAIVER OF LTC RIDER CHARGES

Rider charges will be waived while Rider benefits are being paid. When the insured is no longer on benefit, Rider charges will be assessed beginning with the first monthly date following the cessation of Rider benefits. When the sum of LTC Rider benefits paid out equals the LTC Rider Specified Amount or the LTC Rider Maximum Amount, we will no longer assess any LTC Rider Monthly Deductions under the policy.



Additional Information

DEATH BENEFIT

The total amount of LTC Rider benefits paid reduces the death benefit payable on the death of the insured. If the insured dies while receiving benefits under the LTC Rider, or the insured dies after we have paid the Rider Maximum Amount, the Residual Death Benefit will be available if it is higher than the policy's death benefit (less any outstanding loans), reduced by the total amount of the LTC Rider benefits paid.

Although the policy's death benefit may exceed the Face Amount of the policy when the policy is in corridor*, the LTC Rider Specified Amount does not increase since it is based on the policy's Face Amount and not on the death benefit (when that latter amount differs from the Face Amount).

RESIDUAL DEATH BENEFIT

The Residual Death Benefit is equal to the lesser of:

1. 10% of the lowest Face Amount of the base policy from inception, less any outstanding policy loans; or
2. \$10,000.

No Residual Death Benefit is payable if the insured has recovered and is not on claim.

EFFECT OF REACHING THE RIDER MAXIMUM AMOUNT

After the Rider Maximum Amount has been paid:

- a. We will not charge any further monthly charges for this Rider.
- b. Interest will continue to be credited to the Policy Value if it is not less than zero.
- c. Any negative Policy Value will be reset to zero.
- d. Policy owner must pay interest on any policy loans as it becomes due or the policy may terminate.

* Permanent life insurance policies are required to keep a certain margin between the policy value and the death benefit in order to qualify as life insurance for federal income tax purposes. To maintain this margin, the death benefit may be increased relative to the policy value, causing the policy to be what is referred to as "in corridor". Although the policy's death benefit may exceed the Face Amount of the policy when the policy is in corridor, the LTC Rider Specified Amount does not increase since it is based on the policy's Face Amount and not on the death benefit (when that latter amount differs from the Face Amount).

POLICY VALUE

Since payment of monthly Rider benefits is an acceleration of the base policy's death benefit, the sum of the LTC Rider benefit payments is a lien on the death benefit and the Cash Surrender Value. However, there is no effect on the Policy Value. While Rider benefits are being paid, even though Rider charges are waived, all other policy Monthly Deductions and Index Account Monthly Charges (if applicable) continue to be assessed even if the Policy Value becomes negative.

CASH SURRENDER VALUE

The Cash Surrender Value is reduced by the total amount of LTC Rider benefits paid. Further, the amount available for any future policy loans or withdrawals will be limited to the excess of the Surrender Value over the sum of Rider benefits paid.

LOANS AND WITHDRAWALS

Loans and withdrawals will not be permitted while LTC Rider benefits are being paid.

POLICY LOANS

If there are any outstanding policy loans at the time Rider benefits are being paid, and loan interest due is not paid, the outstanding loan will capitalize until the amount of any outstanding loan plus the LTC Rider benefits paid equals the LTC Rider Specified Amount, i.e. the Rider Maximum Amount is reached.

BASE POLICY FACE AMOUNT

Transactions that reduce the Face Amount of the policy will result in a dollar-for-dollar reduction in the LTC Rider Specified Amount. When monthly LTC Rider benefits begin, the policy Face Amount is not reduced dollar-for-dollar each month by the amount of the LTC Rider benefits paid.

FREE LOOK PERIOD AND DELIVERY RECEIPT

The LTC Rider has a 30-day free look period which begins on the date the policy is received by the owner. We will require a delivery receipt upon delivery of a policy. If the Rider is not taken but the policy is accepted, the policy will need to be reissued with revised policy data pages and without the LTC Rider.



REINSTATEMENTS

If the policy lapses and is reinstated, the LTC Rider may be reinstated with evidence of insurability specific to the LTC coverage. At time of reinstatement, the supplemental application will need to be submitted. The “reinstatement” box in the supplemental application will need to be checked.

However, if the Rider lapses while the insured is Chronically Ill but not yet receiving LTC benefits, we will reinstate the Rider along with the policy, subject to all the conditions for reinstatement described in the policy and any endorsements to the policy, except that evidence of insurability will not be required if:

- > We receive a written request for reinstatement within 180 days after the date of lapse; and
- > We receive a Licensed Health Care Practitioner’s written certification that the insured was diagnosed, using generally accepted medical diagnostic methods and tests, as being a Chronically Ill Individual at the time the Rider lapsed; and
- > We receive all unpaid, overdue rider charges for this Rider.

If the policy and LTC Rider are being reinstated under this provision, the supplemental application will not need to be submitted. Any claim incurred during the 180-day period will be considered for benefits subject to all other Rider provisions.

LTC REPLACEMENT

If a life insurance policy that includes a long term care rider is being replaced by another life insurance policy that includes the LTC Rider, then both life insurance as well as long term care replacement requirements must be satisfied.

TAX CONSIDERATIONS

The LTC Rider is intended to provide federally tax-qualified long term care insurance coverage under Section 101(g) and Section 7702B(b):

- > LTC benefits are intended to be excludable from Federal Gross Income, with the exception for certain business related policies described in Section 101(g)(5)
- > Even if the policy is a Modified Endowment Contract (MEC), the intent is for the LTC benefit to continue to be excludable from income taxes, subject to the exceptions in Section 101(g)(5)

POINT OF SOLICITATION REQUIREMENTS

Because sales of the LTC Rider are governed by Long Term Care Regulations, the following requirements are necessary for solicitation in addition to those required for the base policy:

- > Outline of Coverage
- > Notice of Availability of Senior Insurance Counseling Program
- > Medicare Supplement Buyers Guide
- > HIPAA Notice of Health Information Privacy Practices

Note: Some states require additional materials at time of solicitation.

ILLUSTRATING THE LTC RIDER BENEFIT

The illustration software allows for a hypothetical LTC benefit scenario to be illustrated when the HIPAA per diem estimated growth rate and the insured's age, at which, to begin receiving LTC monthly benefits are specified. The Hypothetical Long Term Care Benefit Scenario will appear in a supplemental illustration. The Quick View page will reflect the annualized cost of the LTC Rider. When the LTC Rider is selected, the base policy illustration will display the initial underwriting requirements for the LTC Rider alongside the underwriting requirements. An Outline of Coverage will also be generated with the illustration output. The Outline of Coverage is a required document that must be presented to the applicant at the time of solicitation. The LTC Rider option appears on the Policy Riders section. On this screen the notice reminds the user that the producer must be appropriately licensed to sell LTC insurance. The default risk class for the LTC Rider will be the risk class most similar to the base policy risk class. An LTC Rider risk class different from the default risk class may be selected by the user.

To illustrate the Hypothetical Long Term Care Benefit Scenario, the user can indicate:

- > The HIPAA Per Diem Growth Rate field allows the user to specify an inflation rate that would affect the HIPAA per diem amount.
- > The Projected LTC Benefit Starting Age field allows the user to specify the age at which LTC benefit may be received.

Loans, withdrawals, and policy changes are not illustratable on the Supplemental LTC illustration for durations beginning after the Projected LTC Benefit Starting Age.



PROTECTION AGAINST UNINTENTIONAL LAPSE –THIRD PARTY DESIGNATION & GRACE PERIOD

The LTC Rider cannot lapse or terminate unless a notice of termination for nonpayment of premium has been provided to the policy owner and any third party designee at least 30 days before the effective date of the lapse or termination. The notice will not be provided until a period of 30 days after a premium is due and unpaid.

Before the policy is delivered, the policy owner must be given the opportunity to designate, in writing, at least one other person who may receive a notice of termination for nonpayment of premium and a policy lapse notice. The third party's full name and address must be provided. If the owner chooses to not have a third party designated, it must be specified in writing. A section for the designation election will be included on the Application Supplement Part 1 for the LTC Rider.

The Grace Period for this rider is 65 days. If any amount due is not paid within 30 days from the date that it was due, we will send a notice to the policy owner, the insured and the person or persons designated by the policy owner to receive such notice at the addresses provided to us. A notice will be given by first class United States mail, postage prepaid. An additional 35 days will be provided to pay the amounts due after we have mailed the notice. During the Grace Period this rider will stay in effect. The person or persons named are not responsible for paying the premium. The policy owner may change the person or persons named at any time while this rider is in effect. Please note that the new address must be provided if any of the addresses change. Information regarding any changes should be sent in writing to our Administrative Office at 4333 Edgewood Rd. NE, Cedar Rapids, IA 52499. We will provide a reminder of the right to change the person or persons named at least every two years.

Named Comprehensive Long Term Care Insurance Rider (LTC Rider) in California The Long Term Care Rider is an optional rider available on the Financial Foundation IUL policy.

The LTC Rider and the base policies are issued by the following companies: Transamerica Premier Life Insurance Company, Cedar Rapids, IA, and Transamerica Financial Life Insurance Company, Harrison, NY.

LTC Rider Form #s LTCR03, ICC12 LTCR03, LTCR03 CA and LTCR03NY

Policy Form #s ICC16 IUL09, IUL09 and IUL09 NY

Rider forms and numbers may vary, and may not be available in all jurisdictions.

TFLIC Financial Foundation IUL is issued by Transamerica Financial Life Insurance Company, Harrison, NY. Transamerica Financial Foundation IUL is issued by Transamerica Premier Life Insurance Company, Cedar Rapids, IA.

Transamerica Financial Life Insurance Company is authorized to conduct business in New York. Transamerica Premier Life Insurance Company is authorized to conduct business in all other states.

This Rider should not be the sole basis to purchase any life insurance policy. This brochure is not intended to be a full description of the Long Term Care Rider.

Rider availability, provisions and benefits may vary by state. Please see the Rider for complete details regarding exclusions and limitations.

Rider benefits may be income tax free when received. Since the maximum income tax free LTC Rider benefits are based on benefits paid from all sources, benefit payments from the Rider could be taxable if LTC Rider benefit payments are received from other sources.

This Rider accelerates the death benefit of the underlying life insurance policy, for Qualified Long Term Care Services, and is not a health insurance policy providing long term care insurance subject to the minimum requirements of New York law, does not qualify for the New York State Long Term Care Partnership program and is not a Medicare supplement policy. Receipt of accelerated benefits may affect eligibility for public assistance programs.

The Company and its agents and representatives do not give tax or legal advice. This material and the concepts presented here are for informational purposes only and should not be construed as tax or legal advice. Any tax and/or legal advice the client may require or rely on regarding this material should be based on the client's particular circumstances from an independent professional advisor.