

# **Allegheny County**

**Employee Term Life Coverage**

**Basic and Optional Plans**

**Dependents Term Life Coverage**

**Accidental Death and  
Dismemberment Coverage**

**Basic and Optional Plans**



# Foreword

*We are pleased to present you with this Booklet. It describes the Program of benefits we have arranged for you and what you have to do to be covered for these benefits.*

*We believe this Program provides worthwhile protection for you and your family.*

*Please read this Booklet carefully. If you have any questions about the Program, we will be happy to answer them.*

***IMPORTANT NOTICE:*** *This Booklet is an important document and should be kept in a safe place. This Booklet and the Certificate of Coverage made a part of this Booklet together form your Group Insurance Certificate. Sign your name in the space below when you receive this Booklet.*

***IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES:*** *There are state-specific requirements that may change the provisions under the Coverage(s) described in this Group Insurance Certificate. If you live in a state that has such requirements, those requirements will apply to your Coverage(s) and are made a part of your Group Insurance Certificate. Prudential has a website that describes these state-specific requirements. You may access the website at [www.prudential.com/etonline](http://www.prudential.com/etonline). When you access the website, you will be asked to enter your state of residence and your Access Code. **Your Access Code is 49156.***

*If you are unable to access this website, want to receive a printed copy of these requirements or have any questions, call Prudential at 1-866-439-9026.*

---

*Signature of Employee*

# Table of Contents

<b>FOREWORD.....</b>	<b>1</b>
<b>SCHEDULE OF BENEFITS .....</b>	<b>4</b>
<b>WHO IS ELIGIBLE TO BECOME INSURED.....</b>	<b>12</b>
<b>WHEN YOU BECOME INSURED .....</b>	<b>14</b>
<b>DELAY OF EFFECTIVE DATE.....</b>	<b>16</b>
<b>EMPLOYEE TERM LIFE COVERAGE .....</b>	<b>17</b>
<b>OPTION TO ACCELERATE PAYMENT OF DEATH BENEFITS FOR A TERMINALLY ILL OR INJURED EMPLOYEE .....</b>	<b>19</b>
<b>RIGHT TO ELECT TERM LIFE COVERAGE UNDER THE PORTABILITY PLAN.....</b>	<b>21</b>
<b>RIGHT TO ELECT TERM LIFE COVERAGE UNDER THE PORTABILITY PLAN.....</b>	<b>23</b>
<b>OPTIONAL DEPENDENTS TERM LIFE COVERAGE.....</b>	<b>25</b>
<b>OPTION TO ACCELERATE PAYMENT OF DEATH BENEFITS FOR A TERMINALLY ILL OR INJURED DEPENDENT .....</b>	<b>27</b>
<b>RIGHT TO ELECT DEPENDENTS TERM LIFE COVERAGE UNDER THE PORTABILITY PLAN ..</b>	<b>29</b>
<b>BASIC ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE.....</b>	<b>32</b>
<b>ADDITIONAL BENEFITS UNDER BASIC ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE .....</b>	<b>35</b>
<b>OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE .....</b>	<b>37</b>
<b>ADDITIONAL BENEFITS UNDER OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE .....</b>	<b>40</b>

**DEFINITIONS UNDER ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE .....43**

**RIGHT TO ELECT ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE UNDER THE  
PORTABILITY PLAN .....46**

**RIGHT TO ELECT ACCIDENT COVERAGE FOR YOUR DEPENDENTS UNDER THE  
PORTABILITY PLAN .....48**

**GENERAL INFORMATION.....51**

**WHEN YOUR INSURANCE ENDS .....57**

**CERTIFICATE OF COVERAGE .....58**

# Schedule of Benefits

**Covered Classes:** The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All Employees classified by the Employer as:

**Class 1** - Correctional Officers

**Class 2** - Police Officers and District Attorney Investigators

**Class 3** - Deputy Sheriffs

**Class 4** - Court Related Professionals (Unit 1603)

**Class 5** - Steelworkers (Union #903)

**Class 6** - Management and Confidential Employees and All Other Unions

**Program Date:** April 1, 2009. This Booklet describes the benefits under the Group Program as of the Program Date.

- This Booklet and the Certificate of Coverage together form your Group Insurance Certificate. The Coverages in this Booklet are insured under a Group Contract issued by Prudential. All benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate. It alone forms the agreement under which payment of insurance is made.

## BASIC EMPLOYEE TERM LIFE COVERAGE

### BENEFIT AMOUNTS:

#### Amount For Each Benefit Class:

<b>Benefit Classes</b>	<b>Amount of Insurance</b>
<b>Class 1</b>	
Non Contributory Basic Life	\$12,000.
Contributory Basic Life	150% of your annual Earnings.*  Minimum Amount: \$12,000.  Maximum Amount: \$45,000 minus your amount of insurance under the Non Contributory Basic Life Coverage.
<b>Class 2</b>	
Non Contributory Basic Life	\$45,000.
<b>Class 3</b>	
Non Contributory Basic Life	\$20,000.
Contributory Basic Life	150% of your annual Earnings.*  Minimum Amount: \$20,000.  Maximum Amount: \$45,000 minus your amount of insurance under the Non Contributory Basic Life Coverage.

**Class 4**

Non Contributory Basic Life \$50,000.

**Class 5**

Non Contributory Basic Life \$20,000.

Contributory Basic Life 150% of your annual Earnings.\*

Minimum Amount: \$20,000.

Maximum Amount: \$45,000 minus your amount of insurance under the Non Contributory Basic Life Coverage.

**Class 6**

Non Contributory Basic Life \$10,000.

Contributory Basic Life 150% of your annual Earnings.\*

Minimum Amount: \$10,000.

Maximum Amount: \$45,000 minus your amount of insurance under the Non Contributory Basic Life Coverage.

\*If this amount is not a multiple of \$1,000 it will be rounded to the next higher multiple of \$1,000.

The Definitions section explains what "Earnings" means.

**Increases and Decreases:** You may elect to have your amount of insurance under the Coverage changed. You must do this on a form approved by Prudential and agree to make any required contributions.

If you request an increase, you must give evidence of insurability. The amount of your insurance will be increased when Prudential decides the evidence is satisfactory and you meet the Active Work Requirement.

If you request a decrease, the amount of your insurance will be decreased on the date of your written request.

**Effect of Option to Accelerate Payment of Death Benefits:** Your amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Condition Proceeds paid under the Option to Accelerate Payment of Death Benefits.

**OPTIONAL EMPLOYEE TERM LIFE COVERAGE**

You may enroll for one of the options below. The option for which you enroll will be recorded by your Employer and reported to Prudential.

**BENEFIT AMOUNTS:**

**Amount For Each Benefit Class:**

<b>Benefit Classes</b>	<b>Amount of Insurance</b>
All Employees	Any multiple of \$10,000. Maximum Amount: \$200,000.

**Increases and Decreases:** You may elect to have your amount of insurance under the Coverage changed. You must do this on a form approved by Prudential and agree to make any required contributions.

If you request an increase, you must give evidence of insurability. The amount of your insurance will be increased when Prudential decides the evidence is satisfactory and you meet the Active Work Requirement.

If you request a decrease, the amount of your insurance will be decreased on the date of your written request.

**Effect of Option to Accelerate Payment of Death Benefits:** Your amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Condition Proceeds paid under the Option to Accelerate Payment of Death Benefits.

## **OPTIONAL DEPENDENTS TERM LIFE COVERAGE**

The amount of insurance is the amount for your Benefit Class. You may enroll your Qualified Dependents for the plan shown below. If you may choose the amount of insurance or if there are options from which to select, the amount for which you enroll will be recorded by your Employer and reported to Prudential. Your Benefit Class is determined by the classification of your dependents and the amount for which you enroll as shown in this table.

<b>Qualified Dependents Classification</b>	<b>Amount of Insurance*</b>
Your spouse**	Any multiple of \$10,000. Maximum Amount: \$150,000.
Your children	Any multiple of \$ 2,000. Maximum Amount: \$10,000.

\* The amount of insurance on a dependent will not exceed 100% of the amount for which you are insured under the Optional Employee Term Life Coverage.

\*\*Your spouse's Coverage terminates when you reach age 70.

**Non-medical Limit on Amount of Insurance for Your Spouse:** There is a limit on the amount for which your spouse may be insured without submitting evidence of insurability. This is called the Non-medical Limit.

If you elect an amount of Dependents Term Life Coverage for your spouse above the Non-medical Limit, you must give evidence of insurability for your spouse satisfactory to Prudential before the part over the Limit can become effective. The amount of your spouse's insurance will be increased when Prudential decides the evidence is satisfactory and your spouse is not home or hospital confined for medical care or treatment. This requirement applies: when your spouse first becomes insured, or if you elect to have your spouse's amount of Dependents Term Life Coverage increased.

Non-medical Limit: \$30,000.

The Delay of Effective Date section does not apply to this provision.

**Increases and Decreases:** You may elect to have the amount of insurance on your dependents changed. You must do this on a form approved by Prudential and agree to make any required contributions.

If you request an increase in the amount of insurance on your spouse, you must give evidence of insurability for your spouse. The amount of insurance on your spouse will be increased when Prudential decides the evidence is satisfactory and your spouse is not home or hospital confined for medical care or treatment.

If you request an increase in the amount of insurance on a dependent child, the amount of insurance on that child will be increased on the date of your written request or, if later, when that child is not home or hospital confined for medical care or treatment. Evidence of insurability is not required for an increase in the amount of insurance on a child.

If you request a decrease in the amount of insurance on a dependent, the amount of insurance on that dependent will be decreased on the date of your written request.

**Effect of Option to Accelerate Payment of Death Benefits:** The amount of insurance on a dependent (as determined in the absence of this provision) will be reduced by the amount of any Terminal Condition Proceeds paid under the Option to Accelerate Payment of Death Benefits with respect to the dependent.

## **BASIC ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE**

### **BENEFIT AMOUNTS UNDER EMPLOYEE INSURANCE:**

**Amount For Each Benefit Class:** An amount equal to the amount for which you are insured under the Basic Employee Term Life Coverage. For this purpose only, that amount will be the amount as determined above, except that if your Basic Employee Term Life Coverage is reduced by any amount paid under the Option to Accelerate Payment of Death Benefits, that reduction will not apply to this Coverage.

### **ADDITIONAL BENEFITS UNDER EMPLOYEE INSURANCE:**

For the purposes of determining benefits under the Coverage, Amount of Insurance does not include any additional amount payable as shown below.

**Additional Amount Payable for Loss of Life as a Result of an Accident in an Automobile While Using a Seat Belt:** An amount equal to the lesser of:

- (1) 10% of your Amount of Insurance; and
- (2) \$25,000.

**Additional Amount Payable for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag:** An amount equal to the lesser of:

- (1) 5% of your Amount of Insurance; and
- (2) \$10,000.

**Additional Amount Payable for Return of Remains:** An amount equal to the lesser of:

- (1) the amount of Return of Remains Expenses; and
- (2) \$5,000.

**Additional Amount Payable for Emergency or Disaster Response Team Member Benefit:** An amount equal to the lesser of:

- (1) 10% of your Amount of Insurance; and
- (2) \$5,000.

**Additional Amount Payable for Loss of Life as a Result of an Accident Involving a Common Carrier:** An amount equal to 100% of your Amount of Insurance.

**Additional Amount Payable for Critical Burns:** An amount equal to the lesser of:

- (1) 25% of your Amount of Insurance; and
- (2) \$6,250.

**To Whom Payable:** The benefits are payable to you. But benefits for your Losses that are unpaid at your death or become payable on account of your death will be paid to your Beneficiary or Beneficiaries. (See Beneficiary Rules.)

## **OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE**

### **BENEFIT AMOUNTS UNDER EMPLOYEE INSURANCE:**

You may enroll for one of the options below. The option for which you enroll will be recorded by your Employer and reported to Prudential.

#### **Amount For Each Benefit Class:**

<b>Benefit Classes</b>	<b>Amount of Insurance</b>
All Employees	Any multiple of \$10,000. Maximum Amount: \$250,000.

### **BENEFIT AMOUNTS UNDER DEPENDENTS INSURANCE:**

The amount of insurance on each of your Qualified Dependents is a percent of your amount of Employee Insurance under the Coverage. The percent that applies on any date is shown below. It is based on the persons who are then your Qualified Dependents.

<b>Persons who are your Qualified Dependents</b>	<b>Amount of insurance on each Qualified Dependent, as a percent of your Employee Insurance</b>
Your spouse only	60% on your spouse*
Your child(ren) only	20% on each child**
Your spouse and child(ren)	60% on your spouse*; and 20% on each child**

\*Minimum Amount for your spouse: \$6,000.

\*Maximum Amount for your spouse: \$150,000.

\*\*Minimum Amount for each Child: \$2,000.

\*\*Maximum for each Child: \$50,000.

**ADDITIONAL BENEFITS UNDER EMPLOYEE AND DEPENDENTS INSURANCE:**

For the purposes of determining benefits under the Coverage, Amount of Insurance does not include any additional amount payable as shown below.

**Additional Amount Payable for Loss of Life as a Result of an Accident in an Automobile While Using a Seat Belt:** An amount equal to the lesser of:

- (1) 10% of the Amount of Insurance on the person; and
- (2) \$25,000.

**Additional Amount Payable for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag:** An amount equal to the lesser of:

- (1) 5% of the Amount of Insurance on the person; and
- (2) \$10,000.

**Additional Amount Payable for Tuition Reimbursement for Your Dependent Spouse:** An amount equal to the least of:

- (1) the actual annual tuition charged for the program;
- (2) 5% of your Amount of Insurance; and
- (3) \$5,000.

This benefit is payable for only one year.

If there is no dependent spouse eligible for this benefit, a benefit of \$1,000 will be paid.

**Additional Amount Payable for Tuition Reimbursement for Your Dependent Child:** An amount equal to the least of:

- (1) the actual annual tuition, exclusive of room and board, charged by the School;
- (2) 10% of the Amount of Insurance on the person; and
- (3) \$10,000.

This benefit is payable annually for up to 4 consecutive years, but not beyond the date the child reaches age 25.

If there is no dependent child eligible for this benefit, a benefit of \$1,000 will be paid.

**Additional Amount Payable for Child Care Expenses for Your Dependent Child:** An amount equal to the least of:

- (1) the actual cost charged by such Child Care Center per year;
- (2) 5% of the Amount of Insurance on the person; and
- (3) \$5,000.

This benefit is payable annually for up to 4 consecutive years, but not beyond the date the child reaches age 13.

If there is no dependent child eligible for this benefit, a benefit of \$1,000 will be paid.

**Additional Amount Payable for Your Spouse's Loss of Life as a Result of a Common Accident:**

An amount equal to the difference between:

- (1) the Amount of Insurance payable under the Coverage for your Loss of life; and
- (2) the Amount of Insurance payable under the Coverage for your spouse's Loss of life.

**Additional Monthly Amount Payable for Medical Premium:** An amount equal to the lesser of:

- (1) 1% of your Amount of Insurance; and
- (2) \$200.

This benefit will be paid monthly until the first of these occurs:

- (1) Your continued membership in your Employer's medical plan ends.
- (2) You become covered under any other group medical plan.
- (3) The benefit has been paid for 12 consecutive months.

**Additional Amount Payable for Loss of Life as a Result of an Accident Involving a Common Carrier:** An amount equal to 100% of the Amount of Insurance on the person.

**Additional Monthly Amount Payable for a Person's Hospital Inpatient Stay:** An amount equal to 1% of the Amount of Insurance on the person, up to \$1,000, for each month of a Hospital Inpatient Stay, up to the Maximum Benefit Duration for a Hospital Inpatient Stay. But, if the total number of days in that Stay is not evenly divisible by 30, the benefit amount payable for any day that represents only a part of a month will be 1/30 of the full monthly benefit amount.

No benefit is payable for the first eight days of a Hospital Inpatient Stay.

**Maximum Benefit Duration for a Hospital Inpatient Stay:** 12 months.

**To Whom Payable:** The benefits are payable to you with these exceptions:

- (1) Benefits for tuition reimbursement for your spouse payable on account of your Loss of life will be paid to:
  - (a) your spouse, if living; or
  - (b) your spouse's estate.
- (2) Benefits for child care expenses or tuition reimbursement for your dependent children will be paid to the person or institution appearing to Prudential to have assumed the main support of the children when such benefits are payable on account of:
  - (a) your Loss of life; or
  - (b) your spouse's Loss of life that are unpaid at your death.
- (3) Benefits for common accident will be paid to the person or institution appearing to Prudential to have assumed the main support of your dependent children.

- (4) Benefits for any other of your Losses that are unpaid at your death or become payable on account of your death will be paid to your Beneficiary or Beneficiaries. (See Beneficiary Rules.)
- (5) If you are not living, benefits for a dependent's Losses are payable to the dependent who suffered the Loss. If that dependent is not living, the benefits will be paid to that dependent's estate.

## **OTHER INFORMATION**

**Contract Holder:** ALLEGHENY COUNTY

**Group Contract No.:** G-49156-PA

**Associated Companies:** Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

**Cost of Insurance:** Insurance under the Coverage(s) listed below is Non-Contributory Insurance.

Non-Contributory Basic Employee Term Life Coverage

Non-Contributory Basic Accidental Death and Dismemberment Coverage

Insurance under the other Coverage(s) in this Booklet is Contributory Insurance. You will be informed of the amount of your contribution when you enroll. Any contribution due but unpaid at your death will be deducted from the death benefit.

### **Prudential's Address:**

The Prudential Insurance Company of America  
80 Livingston Avenue  
Roseland, New Jersey 07068

## **WHEN YOU HAVE A CLAIM**

Each time a claim is made, it should be made without delay. Use a claim form, and follow the instructions on the form.

If you do not have a claim form, contact your Employer.

---

# Who is Eligible to Become Insured

## FOR EMPLOYEE INSURANCE

### You are eligible for Employee Insurance while:

- You are a full-time Employee of the Employer; and
- You are in a Covered Class; and
- You have completed the Employment Waiting Period, if any. You may need to work for the Employer for a continuous full-time period before you become eligible for the Coverage. The period must be agreed upon by the Employer and Prudential. Your Employer will inform you of any such Employment Waiting Period for your class.

**You are full-time** if you are regularly working for the Employer at least the number of hours in the Employer's normal full-time work week for your class, but not less than 30 hours per week. If you are a partner or proprietor of the Employer, that work must be in the conduct of the Employer's business.

**Your class** is determined by the Contract Holder. This will be done under its rules, on dates it sets. The Contract Holder must not discriminate among persons in like situations. You cannot belong to more than one class for insurance on each basis, Contributory or Non-contributory Insurance, under a Coverage. "Class" means Covered Class, Benefit Class or anything related to work, such as position or Earnings, which affects the insurance available.

**This applies if you are an Employee of more than one subsidiary or affiliate of an employer included under the Group Contract:** For the insurance, you will be considered an Employee of only one of those subsidiaries or affiliates. Your service with the others will be treated as service with that one.

The rules for obtaining Employee Insurance are in the When You Become Insured section.

## FOR DEPENDENTS INSURANCE

### You are eligible for Dependents Insurance while:

- You are eligible for Employee Insurance; and
- You have a Qualified Dependent.

### Qualified Dependents:

### These are the persons for whom you may obtain Dependents Insurance:

- Your spouse.
- Your unmarried children from live birth to 20 years old.

Your children include your legally adopted children, children placed with you for adoption prior to legal adoption, and each of your stepchildren and foster children who depends on you for support and maintenance. A child placed with you for adoption prior to legal adoption is considered your Qualified Dependent from the date of placement for adoption, and is treated as though the child were a newborn child born to you.

**Exceptions:**

(1) The age 20 limit does not apply to a child who:

- (a) wholly depends on you for support and maintenance;
- (b) is enrolled as a full-time student in a school; and
- (c) is less than the Student Age Limit.

Student Age Limit: 25.

(2) For Dependents Term Life Coverage, your spouse or child is not your Qualified Dependent while:

- (a) on active duty in the armed forces of any country; or
- (b) insured under any Employee Term Life Coverage of the Group Contract; or
- (c) the spouse or child has protection under any Employee Term Life Coverage of the Group Contract after the spouse's or child's insurance under that Coverage ends.

(3) For accident Coverage, your spouse or child is not your Qualified Dependent while:

- (a) on active duty in the armed forces of any country; or
- (b) insured under the Group Contract as an Employee.

**A child will not be considered the Qualified Dependent of more than one Employee.** If this would otherwise be the case, the child will be considered the Qualified Dependent of the Employee named in a written agreement of all such Employees filed with the Contract Holder. If there is no written agreement, the child will be considered the Qualified Dependent of:

- (1) the Employee who became insured under the Group Contract with respect to the child, while the child was a Qualified Dependent of only that Employee; and otherwise
- (2) the Employee who has the longest continuous service with the Employer, based on the Contract Holder's records.

The rules for obtaining Dependents Insurance are in the When You Become Insured section.

# When You Become Insured

## FOR EMPLOYEE INSURANCE

Your Employee Insurance under a Coverage will begin the first day on which:

- You have enrolled, if the Coverage is Contributory; and
- You are eligible for Employee Insurance; and
- You are in a Covered Class for that insurance; and
- You have met any evidence requirement for Employee Insurance; and
- Your insurance is not being delayed under the Delay of Effective Date section below; and
- That Coverage is part of the Group Contract.

For Contributory Insurance, you must enroll on a form approved by Prudential and agree to pay the required contributions. Your Employer will tell you whether contributions are required and the amount of any contribution when you enroll.

At any time, the benefits for which you are insured are those for your class, unless otherwise stated.

**When evidence is required:** In any of these situations, you must give evidence of insurability. This requirement will be met when Prudential decides the evidence is satisfactory.

- (1) For Contributory Insurance, you enroll more than 31 days after you could first be covered.
- (2) You enroll after any of your insurance under the Group Contract ends because you did not pay a required contribution.
- (3) You wish to become insured for life insurance and have an individual life insurance contract which you obtained by converting your insurance under a Coverage of the Group Contract.
- (4) You have not met a previous evidence requirement to become insured under any Prudential group contract covering Employees of the Employer.

## FOR DEPENDENTS INSURANCE

Your Dependents Insurance under a Coverage for a person will begin the first day on which all of these conditions are met:

- You have enrolled for Dependents Insurance under the Coverage, if the Coverage is Contributory.
- The person is your Qualified Dependent.
- You are in a Covered Class for that insurance.

- To be insured for a Qualified Dependent under the Dependents Term Life Coverage, you must be insured under the Optional Employee Term Life Coverage of the Group Contract. To be insured for a Qualified Dependent under the accident Coverage, you must be insured for Employee Insurance if any, under the optional accident Coverage of the Group Contract.
- For Dependents Term Life Insurance, you have met any evidence requirement for that Qualified Dependent.
- Your insurance for that Qualified Dependent is not being delayed under the Delay of Effective Date section below.
- Dependents Insurance under that Coverage is part of the Group Contract.

For Contributory Insurance, you must enroll on a form approved by Prudential and agree to pay the required contributions. Your Employer will tell you whether contributions are required and the amount of any contribution when you enroll.

At any time, the Dependents Insurance benefits for which you are insured are those for your class, unless otherwise stated.

**When evidence is required for Dependents Term Life Insurance:** In any of these situations, you must give evidence of insurability for a Qualified Dependent spouse. This requirement will be met when Prudential decides the evidence is satisfactory. Evidence is not required for a Qualified Dependent child.

- (1) For Contributory Insurance, you enroll for Dependents Insurance under a Coverage more than 31 days after you are first eligible for Dependents Insurance.
- (2) You enroll for Dependents Insurance after any insurance under the Group Contract ends because you did not pay a required contribution.
- (3) The Qualified Dependent is a person for whom a previous requirement for evidence of insurability has not been met. The evidence was required for that person to become covered for an insurance, as a dependent or an Employee. That insurance is or was under any Prudential group contract for Employees of the Employer.

**Change in Family Status:** It is important that you inform the Employer promptly when you first acquire a Qualified Dependent. You should also inform the Employer if your Dependents Insurance status changes from one to another of these categories:

- No Qualified Dependents.
- Qualified Dependent spouse only.
- Qualified Dependent spouse and children.
- Qualified Dependent children only.

If you are insured under a Coverage for one or more children, you need not report additional children.

Forms are available for reporting these changes.

# Delay of Effective Date

## **FOR EMPLOYEE INSURANCE**

Your Employee Insurance under a Coverage will be delayed if you do not meet the Active Work Requirement on the day your insurance would otherwise begin. Instead, it will begin on the first day you meet the Active Work Requirement and the other requirements for the insurance. The same delay rule will apply to any change in your insurance that is subject to this section. If you do not meet the Active Work Requirement on the day that change would take effect, it will take effect on the first day you meet that requirement.

## **FOR DEPENDENTS TERM LIFE COVERAGE**

A Qualified Dependent may be confined for medical care or treatment, at home or elsewhere. If a Qualified Dependent is so confined on the day that your Dependents Insurance under a Coverage for that Qualified Dependent, or any change in that insurance that is subject to this section, would take effect, it will not then take effect. The insurance or change will take effect upon the Qualified Dependent's final medical release from all such confinement. The other requirements for the insurance or change must also be met.

Newborn Child Exception: This section does not apply to a child of yours if the child is born to you, becomes your Qualified Dependent at birth, and either:

- (1) is your first Qualified Dependent; or
- (2) becomes a Qualified Dependent while you are insured for Dependents Insurance under that Coverage for any other Qualified Dependent.

Also, this section does not apply to any age increase in the amount of insurance for a child under the Dependents Term Life Coverage.

---

# Employee Term Life Coverage

## FOR YOU ONLY

### A. DEATH BENEFIT WHILE A COVERED PERSON.

If you die while a Covered Person, the amount of your Employee Term Life Insurance under this Coverage is payable when Prudential receives written proof of death.

### B. DEATH BENEFIT DURING CONVERSION PERIOD.

A death benefit is payable under this Section B if you die:

- (1) within 31 days after you cease to be a Covered Person; and
- (2) while entitled (under Section C) to convert your Employee Term Life Insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Employee Term Life Insurance under this Coverage you were entitled to convert. It is payable even if you did not apply for conversion. It is payable when Prudential receives written proof of death.

### C. CONVERSION PRIVILEGE.

If you cease to be insured for the Employee Term Life Insurance of the Group Contract for one of the reasons stated below, you may convert all or part of your insurance under this Coverage, which then ends, to an individual life insurance contract. Evidence of insurability is not required. The reasons are:

- (1) Your employment ends or you transfer out of a Covered Class.
- (2) All term life insurance of the Group Contract for your class ends by amendment or otherwise. But, on the date it ends, you must have been insured for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

Any such conversion is subject to the rest of this Section C.

**Availability:** You must apply for the individual contract and pay the first premium by the later of:

- (1) the thirty-first day after you cease to be insured for the Employee Term Life Insurance; and
- (2) the fifteenth day after you have been given written notice of the conversion privilege. But, in no event may you convert the insurance to an individual contract if you do not apply for the contract and pay the first premium prior to the ninety-second day after you cease to be insured for the Employee Term Life Insurance.

**Individual Contract Rules:** The individual contract must conform to the following:

Amount: Not more than your Employee Term Life Insurance under this Coverage when your insurance ends. But, if it ends because all term life insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all your life insurance then ending under the Group Contract will not exceed the lesser of the following:

- (1) The total amount of all your life insurance then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) \$10,000.

Form: Any form of a life insurance contract that:

- (1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and
- (2) is one that Prudential usually issues at the age and amount applied for.

This does not include term insurance or a contract with disability or supplementary benefits.

Premium: Based on Prudential's rate as it applies to the form and amount, and to your class of risk and age at the time.

Effective Date: The end of the 31 day period after you cease to be insured for the Employee Term Life Insurance.

---

Any death benefit provided under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.

---

# Option to Accelerate Payment of Death Benefits for a Terminally Ill or Injured Employee

## Note:

- (1) If you elect this option, the amount of your Employee Term Life Insurance is reduced by any payment made under this option.
- (2) Any payment made under this option may be taxable. You are advised to seek the help of a professional tax advisor for assistance with any questions that you may have.

The following is added to the Employee Term Life Coverage provision:

## Definitions

- Terminal Condition: A medically determinable condition that results in your becoming a Terminally Ill or Injured Employee.
- Terminally Ill or Injured Employee: An Employee whose life expectancy is 12 months or less.
- Terminal Condition Proceeds: The amount of Employee Term Life Insurance that you may elect to place under this option. The Terminal Condition Proceeds are equal to 80% of the amount in force on your life on the date Prudential receives the proof that you are a Terminally Ill or Injured Employee, but not more than \$500,000. However, the Terminal Condition Proceeds will be reduced if, within 12 months after the date Prudential receives such proof, a reduction on account of age would have applied to the amount of your Employee Term Life Insurance. In that case, the amount of the Terminal Condition Proceeds will not exceed the amount of such Insurance after applying the reduction.

**Option:** If you become a Terminally Ill or Injured Employee while insured under the Employee Term Life Insurance provision or while your death benefit protection is being extended under the Employee Term Life Coverage provision, you may elect to have the Terminal Condition Proceeds placed under this option. That election is subject to the rules set forth below. To exercise this option, you should use a claim form and follow the instructions on the form. If you do not have a claim form, contact your Employer. When payment is made under this option, Prudential will send you a benefit payment notice. The notice will indicate: (1) the amount of your Terminal Condition Proceeds; and (2) the amount of your Employee Term Life Insurance, if any, that remains in effect.

**Payment of Terminal Condition Proceeds:** If you elect this option, Prudential will pay the Terminal Condition Proceeds you place under this option in one sum when it receives proof that you are a Terminally Ill or Injured Employee.

If you do not want the Terminal Condition Proceeds in one sum, you may elect to have them paid in 12 equal monthly installments. The first monthly payment will be due when Prudential receives proof that you are a Terminally Ill or Injured Employee. The other payments are due on the same day of each later month.

**To Whom Payable:** The benefits under this provision are payable to you.

**Amount Due But Unpaid at Your Death:** If you elect monthly installments and you die before all payments have been made, Prudential will pay your Beneficiary or Beneficiaries determined under the Beneficiary Rules in one sum. That sum will be the total of the payments that remain.

**Rules:** Your right to be paid under this option is subject to these terms:

- (1) You must choose this option in writing in a form that satisfies Prudential.
- (2) You must furnish proof that satisfies Prudential that your life expectancy is 12 months or less, including certification by a Doctor.
- (3) Your Employee Term Life Insurance must not be assigned.
- (4) Terminal Condition Proceeds will be made available to you on a voluntary basis only. Therefore:
  - (a) If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit.
  - (b) If you are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement, you are not eligible for this benefit.
- (5) You may elect this option only once.

**Effect on Insurance:** This benefit is in lieu of the benefits that would have been paid on your death with respect to the Terminal Condition Proceeds. When you elect this option, the total amount of Employee Term Life Insurance otherwise payable on your death, including any amount under an extended death benefit, will be reduced by the Terminal Condition Proceeds. Also, any amount you could otherwise have converted to an individual contract will be reduced by the Terminal Condition Proceeds.

---

# Right to Elect Term Life Coverage under the Portability Plan

This right applies to the Basic Employee Term Life Coverage under the Group Contract.

It describes when and how you may become covered for similar coverage under the Portability Plan when your Basic Employee Term Life Coverage under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

## **RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN**

A right under this section is subject to the rest of these provisions.

You will have the right to apply for term life coverage under the Portability Plan if you meet all of these tests:

- (1) Your Basic Employee Term Life Coverage ends for any reason other than:
  - (a) your failure to pay, when due, any contribution required for it; or
  - (b) the end of your employment on account of your retirement; or
  - (c) the end of the Coverage for all Employees when such Coverage is replaced by group life insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) You meet the Active Work Requirement on the day your insurance ends.
- (3) You are less than age 80.
- (4) Your Amount of Insurance is at least \$10,000 under the Basic Employee Term Life Coverage on the day your insurance ends.

## **PORTABILITY APPLICATION PERIOD**

You have the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is required to become insured under the Portability Plan. This requirement will be met when Prudential decides the evidence is satisfactory.

The Portability Application Period is the 31 day period after your Basic Employee Term Life Coverage ends. But, if you have the right to convert your insurance under the Basic Employee Term Life Coverage to an individual contract, it is the longer of:

- (1) the 31 day period after your Coverage ends; and
- (2) the number of days during which you have the right to convert your insurance under the Coverage to an individual life insurance contract as shown in the Coverage.

## EFFECT OF CONVERSION PRIVILEGE

The right to elect coverage under the Portability Plan is provided in lieu of the conversion privilege described in the Basic Employee Term Life Coverage, except as follows:

- (1) You may convert your amount of insurance under the Basic Employee Term Life Coverage in excess of the maximum for term life coverage under the Portability Plan. This maximum is the lesser of 5 times your annual Earnings and \$1,000,000.
- (2) You may convert your insurance if you elected coverage under the Portability Plan, but Prudential decided that your evidence of insurability was not satisfactory.

If you elect to convert all of your insurance under the Basic Employee Term Life Coverage to an individual contract, you may not elect to apply for coverage under the Portability Plan.

If, during the Portability Application Period, you apply for coverage under the Portability Plan and then elect to convert all of your insurance under the Basic Employee Term Life Coverage to an individual contract, your coverage under the Portability Plan will not become effective.

The right to elect coverage under the Portability Plan does not affect your coverage under the Death Benefit During Conversion Period provision of the Basic Employee Term Life Coverage.

## TERMS AND CONDITIONS OF THE PORTABILITY PLAN

The form, amount, first premium, and effective date will be as stated below.

**Form and Amount:** The form of term life coverage that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as the Basic Employee Term Life Coverage under the Group Contract.

**Amount:** Not more than your amount of insurance under the Basic Employee Term Life Coverage when your insurance ends, but not less than \$10,000.

The maximum amount of term life insurance under the Portability Plan is the lesser of 5 times your annual Earnings and \$1,000,000.

**First Premium:** The first premium is due to Prudential within 31 days of the date the first bill is issued.

**Effective Date:** The day after the Portability Application Period ends.

# Right to Elect Term Life Coverage under the Portability Plan

This right applies to the Optional Employee Term Life Coverage under the Group Contract.

It describes when and how you may become covered for similar coverage under the Portability Plan when your Optional Employee Term Life Coverage under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

## **RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN**

A right under this section is subject to the rest of these provisions.

You will have the right to apply for term life coverage under the Portability Plan if you meet all of these tests:

- (1) Your Optional Employee Term Life Coverage ends for any reason other than:
  - (a) your failure to pay, when due, any contribution required for it; or
  - (b) the end of your employment on account of your retirement; or
  - (c) the end of the Coverage for all Employees when such Coverage is replaced by group life insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) You meet the Active Work Requirement on the day your insurance ends.
- (3) You are less than age 80.
- (4) Your Amount of Insurance is at least \$10,000 under the Optional Employee Term Life Coverage on the day your insurance ends.

## **PORTABILITY APPLICATION PERIOD**

You have the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required to become insured under the Portability Plan. But, if you submit evidence and Prudential decides the evidence is satisfactory, you will pay lower premium rates.

The Portability Application Period is the 31 day period after your Optional Employee Term Life Coverage ends. But, if you have the right to convert your insurance under the Optional Employee Term Life Coverage to an individual contract, it is the longer of:

- (1) the 31 day period after your Coverage ends; and
- (2) the number of days during which you have the right to convert your insurance under the Coverage to an individual life insurance contract as shown in the Coverage.

## EFFECT OF CONVERSION PRIVILEGE

The right to elect coverage under the Portability Plan is provided in lieu of the conversion privilege described in the Optional Employee Term Life Coverage, except as follows:

- (1) You may convert your amount of insurance under the Optional Employee Term Life Coverage in excess of the maximum shown below.
- (2) You may convert your insurance if you elected coverage under the Portability Plan, but Prudential decided that your evidence of insurability was not satisfactory.

If you elect to convert all of your insurance under the Optional Employee Term Life Coverage to an individual contract, you may not elect to apply for coverage under the Portability Plan.

If, during the Portability Application Period, you apply for coverage under the Portability Plan and then elect to convert all of your insurance under the Optional Employee Term Life Coverage to an individual contract, your coverage under the Portability Plan will not become effective.

The right to elect coverage under the Portability Plan does not affect your coverage under the Death Benefit During Conversion Period provision of the Optional Employee Term Life Coverage.

## TERMS AND CONDITIONS OF THE PORTABILITY PLAN

The form, amount, first premium, and effective date will be as stated below.

**Form and Amount:** The form of term life coverage that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as the Optional Employee Term Life Coverage under the Group Contract.

**Amount:** Not more than your amount of insurance under the Optional Employee Term Life Coverage when your insurance ends, subject to these rule:

- (1) Minimum: The minimum amount of Optional Employee Term Life Coverage that may be ported is \$10,000 less the amount ported under Basic Employee Term Life Coverage.
- (2) The maximum amount of Optional Employee Term Life Coverage that may be ported is (a) the lesser of 5 times your annual Earnings and \$1,000,000 minus (b) the amount ported under the Basic Employee Term Life Coverage.

**First Premium:** The first premium is due to Prudential within 31 days of the date the first bill is issued.

**Effective Date:** The day after the Portability Application Period ends.

---

# Optional Dependents Term Life Coverage

## FOR YOUR DEPENDENTS ONLY

### A. DEATH BENEFIT WHILE A COVERED PERSON.

If a dependent dies while a Covered Person, the amount of insurance on that dependent under this Coverage is payable when Prudential receives written proof of death.

### B. DEATH BENEFIT DURING A CONVERSION PERIOD.

A death benefit is payable under this Section B if a dependent dies:

- (1) within 31 days after ceasing to be a Covered Person; and
- (2) while entitled (under Section C) to a conversion of the insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Dependents Term Life Coverage which could have been converted. It is payable even if conversion was not applied for. It is payable when Prudential receives written proof of death.

### C. CONVERSION PRIVILEGE.

This privilege applies if you cease to be insured for the Dependents Term Life Coverage of the Group Contract with respect to a dependent. That dependent may have your insurance on the dependent under this Coverage, which then ends, converted to an individual life insurance contract. Evidence of insurability is not required. However, conversion is not available if the insurance ends for one of these reasons:

- (1) You fail to make any required contribution for insurance under the Group Contract.
- (2) All Dependents Term Life Coverage of the Group Contract for your class ends by amendment or otherwise. This (2) does not apply if, on the date it ends, you have been insured with respect to the dependent for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

Any such conversion is subject to the rest of this Section C.

**Availability:** The individual contract must be applied for and the first premium must be paid by the later of:

- (1) the thirty-first day after you cease to be insured for Dependents Term Life Coverage with respect to the dependent; and
- (2) the fifteenth day after you have been given written notice of the conversion privilege. But, in no event may you convert the insurance to an individual contract if you do not apply for the contract and pay the first premium prior to the ninety-second day after you cease to be insured for Dependents Term Life Coverage with respect to the dependent.

**Individual Contract Rules:** The individual contract must conform to the following:

Amount: Not more than the amount of Dependents Term Life Coverage on the dependent ending under this Coverage. But, if it ends because all the Dependents Term Life Coverage of the Group Contract for your class ends, the total amount of individual insurance which may be obtained in place of all the Dependents Term Life Coverage on the dependent then ending under the Group Contract will not exceed the lesser of the following:

- (1) The total amount of all your Dependents Term Life Coverage on the dependent then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible with respect to the dependent within the next 31 days.
- (2) \$10,000.

Form: Any form of a life insurance contract that:

- (1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and
- (2) is one that Prudential usually issues at the age and amount applied for.

This does not include term insurance or a contract with disability or supplementary benefits.

Premium: Based on Prudential's rate as it applies to the form and amount, and to the dependent's class of risk and age at the time.

Effective Date: The end of the 31 day period after you cease to be insured for Dependents Term Life Coverage with respect to the dependent.

---

Any death benefit provided under a section of this Coverage is payable to you. If you are not living at the death of a dependent, the death benefit is payable to the dependent's estate or, at Prudential's option, to any one or more of these surviving relatives of the dependent: wife; husband; mother; father; children; brothers; sisters.

---

# Option to Accelerate Payment of Death Benefits for a Terminally Ill or Injured Dependent

## FOR YOUR DEPENDENT SPOUSE

### Note:

- (1) If you elect this option, the amount of your Dependent Spouse's Term Life Insurance is reduced by any payment made under this option.
- (2) Any payment made under this option may be taxable. You are advised to seek the help of a professional tax advisor for assistance with any questions that you may have.

The following is added to the Dependents Term Life Coverage provision.

### Definitions

- Terminal Condition: A medically determinable condition that results in your dependent spouse becoming a Terminally Ill or Injured Dependent.
- Terminally Ill or Injured Dependent: A dependent spouse whose life expectancy is 12 months or less.
- Terminal Condition Proceeds: The amount of Dependents Term Life Insurance that you may elect to place under this option. You may elect any amount up to 80% of the amount in force on your dependent spouse's life on the date Prudential receives the proof that such dependent spouse is a Terminally Ill or Injured Dependent, but not more than \$500,000.

**Option:** If your dependent spouse becomes a Terminally Ill or Injured Dependent while you are insured for that dependent spouse under the Dependents Term Life Insurance provision or while the dependent spouse's death benefit protection is being extended under the Dependents Term Life Insurance provision, you may elect to have the Terminal Condition Proceeds placed under this option. That election is subject to the rules set forth below. To exercise this option, you should use a claim form and follow the instructions on the form. If you do not have a claim form, contact your Employer. When payment is made under this option, Prudential will send you a benefit payment notice. The notice will indicate: (1) the amount of your Terminal Condition Proceeds; and (2) the amount of your Dependent Term Life Insurance, if any, that remains in effect.

**Payment of Terminal Condition Proceeds:** If you elect this option, Prudential will pay the Terminal Condition Proceeds you place under this option in one sum when it receives proof that your dependent spouse is a Terminally Ill or Injured Dependent.

If you do not want the Terminal Condition Proceeds in one sum, you may elect to have them paid in 12 equal monthly installments. The first monthly payment will be due when Prudential receives proof that your dependent spouse is a Terminally Ill or Injured Dependent. The other payments are due on the same day of each later month.

**To Whom Payable:** The benefits under this provision are payable to you.

**Amount Due But Unpaid at Your Dependent Spouse's Death:** If you elect monthly installments and your Terminally Ill or Injured Dependent dies before all payments have been made, Prudential will pay you in one sum. That sum will be the total of the payments that remain.

**Amount Due But Unpaid at Your Death:** If you elect monthly installments and you die before all payments have been made, Prudential will pay in one sum an amount equal to the total of the payments that remain. Payment will be made to your spouse if living, otherwise to your estate.

**Rules:** Your right to be paid under this option is subject to these terms:

- (1) You must choose this option in writing in a form that satisfies Prudential.
- (2) You must furnish proof that satisfies Prudential that your dependent's life expectancy is 12 months or less, including certification by a Doctor.
- (3) Your Dependents Term Life Insurance must not be assigned.
- (4) Terminal Condition Proceeds will be made available to you on a voluntary basis only. Therefore:
  - (a) If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit.
  - (b) If you are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement, you are not eligible for this benefit.
- (5) You may elect this option only once.

**Effect on Insurance:** This benefit is in lieu of the benefits that would have been paid on your dependent spouse's death with respect to the Terminal Condition Proceeds. When you elect this option, the total amount of Dependents Term Life Insurance otherwise payable on your dependent spouse's death, including any amount under an extended death benefit, will be reduced by the Terminal Condition Proceeds. Also, any amount your dependent spouse could otherwise have converted to an individual contract will be reduced by the Terminal Condition Proceeds.

---

# Right to Elect Dependents Term Life Coverage under the Portability Plan

This right applies to the Optional Dependents Term Life Coverage under the Group Contract.

It describes when and how your Qualified Dependents may become covered for similar coverage under the Portability Plan when your Optional Dependents Term Life Coverage under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

## **RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN**

A right under this section is subject to the rest of these provisions.

You will have the right to apply for dependents term life coverage under the Portability Plan for a Qualified Dependent if all of these tests are met:

- (1) The Optional Dependents Term Life Coverage on the dependent ends because your Optional Employee Term Life Coverage ends for any reason other than:
  - (a) your failure to pay, when due, any contribution required for it; or
  - (b) the end of your employment on account of your retirement; or
  - (c) the end of the Optional Employee Term Life Coverage for all Employees when such Coverage is replaced by group life insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) You apply and become covered for term life coverage under the Portability Plan.
- (3) With respect to a dependent spouse, that spouse is less than age 80.
- (4) With respect to a dependent child, that child is:
  - (a) less than age 19; or
  - (b) less than age 23, enrolled as a full-time student in a school, and wholly depends on you for support and maintenance.
- (5) The dependent is covered for Optional Dependents Term Life Coverage on the day your Optional Employee Term Life Coverage ends.
- (6) The dependent is not confined for medical care or treatment, at home or elsewhere on the day your Optional Employee Term Life Coverage ends.

If you die, your spouse will have the right to apply for term life coverage under the Portability Plan if that spouse meets all of the tests in (3), (5) and (6) above.

If you die, your spouse will also have the right to apply for dependents term life coverage under the Portability Plan for a Qualified Dependent child if:

- (1) that spouse applies and becomes covered under the Portability Plan; and
- (2) that child meets all of the tests in (4), (5) and (6) above.

If you divorce, your spouse will have the right to apply for term life coverage under the Portability Plan if:

- (1) the Optional Dependents Term Life Coverage on your spouse ends due to divorce; and
- (2) that spouse is less than age 80; and
- (3) that spouse is not confined for medical care or treatment, at home or elsewhere on the day the Optional Dependents Term Life Coverage on that spouse ends.

## **PORTABILITY APPLICATION PERIOD**

You have the right to apply for dependents term life coverage under the Portability Plan for your dependents during the Portability Application Period. In the case of your death or divorce, your spouse has the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required for a dependent to become insured under the Portability Plan. But, if evidence of insurability is submitted for your spouse and Prudential decides the evidence is satisfactory, you or, in the case of your death or divorce, your spouse will pay lower premium rates for your spouse's coverage.

The Portability Application Period is the longer of:

- (1) the 31 day period after your Optional Dependents Term Life Coverage ends; and
- (2) either:
  - (a) the number of days during which you have the right to convert your insurance under the Optional Employee Term Life Coverage to an individual life insurance contract as shown in that Coverage; or
  - (b) in the case of your death or divorce, the number of days during which your spouse has the right to convert the insurance under the Optional Dependents Term Life Coverage to an individual life insurance contract as shown in that Coverage.

## **EFFECT OF CONVERSION PRIVILEGE**

The right to elect coverage under the Portability Plan is provided in lieu of the conversion privilege described in the Optional Dependents Term Life Coverage, except as follows:

- (1) If a dependent's amount of insurance under the Optional Dependents Term Life Coverage exceeds the lesser of 5 times your annual Earnings and \$1,000,000, the dependent may convert the excess amount.
- (2) A spouse may convert the Dependents Insurance under the Coverage if coverage was elected under the Portability Plan, but Prudential decided that the evidence of insurability for that spouse was not satisfactory.

If a dependent elects to convert all of the insurance under the Optional Dependents Term Life Coverage to an individual contract, you or, in the case of your death or divorce, your spouse may not elect to apply for coverage under the Portability Plan for that dependent.

If, during the Portability Application Period, you or, in the case of your death or divorce, your spouse applies for coverage under the Portability Plan for a dependent and that dependent then elects to convert all of the insurance under the Optional Dependents Term Life Coverage to an individual contract, that dependent's coverage under the Portability Plan will not become effective.

The right to elect coverage under the Portability Plan does not affect a dependent's coverage under the Death Benefit During a Conversion Period provision of the Optional Dependents Term Life Coverage.

## **TERMS AND CONDITIONS OF THE PORTABILITY PLAN**

The form, amount, first premium, and effective date will be as stated below.

**Form and Amount:** The form of dependents term life coverage that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as those under the Group Contract.

**Amount:** Not more than the amount of insurance on the dependent under the Optional Dependents Term Life Coverage when that insurance ends.

For each dependent, the maximum amount of dependents term life insurance under the Portability Plan is the lesser of 5 times your annual Earnings and \$1,000,000.

**First Premium:** The first premium is due to Prudential within 31 days of the date the first bill is issued.

**Effective Date:** The day after the Portability Application Period ends.

# Basic Accidental Death and Dismemberment Coverage

## FOR YOU ONLY

This Coverage pays benefits for accidental Loss which results from an accident.

Loss means your:

- (1) loss of life.
- (2) Loss of Sight.
- (3) total and permanent loss of speech.
- (4) total and permanent loss of hearing.
- (5) loss of Hand or Foot by severance at or above the wrist or ankle, but below the elbow or knee.
- (6) loss of arm or leg by severance at or above the elbow or knee.
- (7) loss of Thumb and Index Finger of the Same Hand.
- (8) loss due to Quadriplegia, Paraplegia, Hemiplegia or Uniplegia.
- (9) loss due to Coma.
- (10) loss due to Brain Damage.

## A. BENEFITS.

Benefits for accidental Loss are payable only if all of these conditions are met:

- (1) You sustain an accidental bodily Injury while a Covered Person.
- (2) The Loss results directly from that Injury and from no other cause.
- (3) You suffer the Loss within 365 days after the accident. But, if the Loss is:
  - (a) A Loss of life, there is no time limit.
  - (b) Due to Coma, that Loss:
    - (i) begins within 365 days after the accident;
    - (ii) continues for 31 consecutive days; and
    - (iii) is total, continuous and permanent at the end of that 31-day period.

Any benefit for a Loss due to Coma will not begin until the end of the 31-day period in (ii) above.

- (4) You suffer the Loss within 365 days after the accident. But, if the Loss is due to Brain Damage, that Loss:
  - (a) begins within 30 days after the accident;
  - (b) continues for 31 days; and
  - (c) is total, continuous and permanent at the end of that 31 day period.

For the purposes of the Coverage:

- (1) Exposure to the elements will be considered an accidental bodily Injury.
- (2) It will be presumed that you have suffered a Loss of life if your body has not been found within one year of disappearance, stranding, sinking or wrecking of any vehicle in which you were an occupant.

Not all such Losses are covered. See Losses Not Covered below.

**Benefit Amount Payable:** The amount payable depends on the type of Loss as shown below. All benefits are subject to the Limits below.

	Percent of Your Amount of Insurance
Loss of or by Reason of:	
Life .....	100
Sight of Both Eyes .....	100
Speech and Hearing in Both Ears .....	100
Both Hands .....	100
Both Feet .....	100
One Hand and One Foot .....	100
One Hand and Sight of One Eye .....	100
One Foot and Sight of One Eye .....	100
Quadriplegia .....	100
One Arm or One Leg .....	75
Paraplegia .....	50
Sight of One Eye .....	50
Speech .....	50
Hearing in Both Ears .....	50
One Hand .....	50
One Foot .....	50
Hemiplegia .....	50
Uniplegia .....	25
Thumb and Index Finger of the Same Hand .....	25
Coma .....	1% per month, up to 100 months
Brain Damage .....	5% per month, up to 20 months

**Limit Per Accident:**

No more than your Amount of Insurance under this Coverage at the time of the accident will be paid for all Losses resulting from Injuries sustained in that accident.

**B. LOSSES NOT COVERED.**

A Loss is not covered if it results from any of these:

- (1) Suicide or attempted suicide, while sane or insane.
- (2) Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.
- (3) Sickness, whether the Loss results directly or indirectly from the Sickness.
- (4) Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.
- (5) Any bacterial or viral infection. But, this does not include:
  - (a) a pyogenic infection resulting from an accidental cut or wound; or
  - (b) a bacterial infection resulting from accidental ingestion of a contaminated substance.
- (6) War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression.
- (7) An accident that occurs while you are serving on full-time active duty for more than 30 days in any armed forces. But this does not include Reserve or National Guard active duty for training.
- (8) Commission of or attempt to commit an assault or a felony.
- (9) Travel or flight in any vehicle used for aerial navigation, if any of these apply:
  - (a) You are riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.
  - (b) You are performing as a pilot or a crew member of any aircraft.
  - (c) You are riding as a passenger in an aircraft owned, operated, controlled or leased by or on behalf of the Contract Holder or any of its subsidiaries or affiliates.This includes getting in, out, on or off any such vehicle.
- (10) Being legally under the influence of any narcotic unless administered or consumed on the advice of a Doctor.
- (11) Being legally intoxicated while operating a motor vehicle.
- (12) Participation in these hazardous sports; skydiving or parachuting.

---

The Claim Rules and the "To Whom Payable" part of the Schedule of Benefits apply to the payment of the benefits.

---

# Additional Benefits under Basic Accidental Death and Dismemberment Coverage

## FOR YOU ONLY

### A. ADDITIONAL BENEFITS

An additional benefit may be payable for a Loss for which a benefit is payable under the other terms of this Coverage or would be payable except for the Limitations of those terms. Any such benefit is payable in addition to any other benefit payable under this Coverage. The additional amount payable for each additional benefit is shown in the Schedule of Benefits. Any additional conditions that apply to an additional benefit are shown below. An additional benefit is payable only if those conditions are met.

(1) **Additional Benefit for Loss of Life as a Result of an Accident in an Automobile While Using a Seat Belt:**

This additional benefit for your Loss of life only applies if this test is met.

You sustain an accidental bodily Injury resulting in the Loss while:

- (a) you are a driver or passenger in an Automobile;
- (b) you are wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer; and
- (c) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s).

**Losses Not Covered under this Additional Benefit:** A Loss is not covered under this additional benefit if it results from driving or riding in any Automobile used in a race or a speed or endurance test, for acrobatic or stunt driving, or for any illegal purpose.

(2) **Additional Benefit for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag:**

This additional benefit for your Loss of life only applies if this test is met.

You sustain an accidental bodily Injury resulting in the Loss while:

- (a) you are a driver or passenger in an Automobile;
- (b) you are wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer;
- (c) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s);
- (d) the Automobile is equipped with a factory-installed Air Bag; and

(e) a properly functioning Air Bag was deployed for the seat that you occupied.

**Losses Not Covered under this Additional Benefit:** A Loss is not covered under this additional benefit if it results from driving or riding in any Automobile used in a race or a speed or endurance test, for acrobatic or stunt driving, or for any illegal purpose.

(3) **Additional Benefit for Return of Remains:**

This additional benefit for return of remains only applies if you suffer a Loss of life and such Loss occurs outside a 200 mile radius of your home. It is payable for Return of Remains Expenses incurred to return your body home to the United States or Canada.

(4) **Additional Benefit for Emergency or Disaster Response Team Member:**

This additional benefit only applies if you suffer a Loss that results from an accident (including while riding in, getting into or out of an ambulance, airplane or helicopter) that occurs:

- (a) while you are a participating member of the Contract Holder's emergency or disaster response team;
- (b) while you are responding to a bona fide emergency or disaster as determined by the Contract Holder; and
- (c) while you are Working for Your Employer.

(5) **Additional Benefit for Loss of Life as a Result of an Accident Involving a Common Carrier:**

This additional benefit for your Loss of life is payable only if this test is met.

You sustain an accidental bodily Injury resulting in the Loss while you are boarding, leaving, or riding as a passenger on a Common Carrier, or as a result of being struck by a Common Carrier.

**B. ADDITIONAL BENEFIT FOR CRITICAL BURNS.**

This additional benefit only applies if both of these tests are met:

- (1) You suffer Critical Burns that result in Permanent Disfigurement;
  - (a) while a Covered Person under the Coverage; and
  - (b) while Working for Your Employer.
- (2) The provisions of the Losses Not Covered section of the Coverage apply to the cause of the Injury as if it were a Loss.

**Benefit Amount Payable for Critical Burns:** The additional amount payable is shown in the Schedule of Benefits.

# Optional Accidental Death and Dismemberment Coverage

## **FOR YOU AND YOUR DEPENDENTS**

This Coverage pays benefits for accidental Loss which results from an accident.

Loss means the person's:

- (1) loss of life.
- (2) Loss of Sight.
- (3) total and permanent loss of speech.
- (4) total and permanent loss of hearing.
- (5) loss of Hand or Foot by severance at or above the wrist or ankle, but below the elbow or knee.
- (6) loss of arm or leg by severance at or above the elbow or knee.
- (7) loss of Thumb and Index Finger of the Same Hand.
- (8) loss due to Quadriplegia, Paraplegia, Hemiplegia or Uniplegia.
- (9) loss due to Coma.
- (10) loss due to Brain Damage.

## **A. BENEFITS.**

Benefits for accidental Loss are payable only if all of these conditions are met:

- (1) The person sustains an accidental bodily Injury while a Covered Person.
- (2) The Loss results directly from that Injury and from no other cause.
- (3) The person suffers the Loss within 365 days after the accident. But, if the Loss is:
  - (a) A Loss of life, there is no time limit.
  - (b) Due to Coma, that Loss:
    - (i) begins within 365 days after the accident;
    - (ii) continues for 31 consecutive days; and
    - (iii) is total, continuous and permanent at the end of that 31-day period.

Any benefit for a Loss due to Coma will not begin until the end of the 31-day period in (ii) above.

- (4) You suffer the Loss within 365 days after the accident. But, if the Loss is due to Brain Damage, that loss:
  - (a) begins within 30 days after the accident;
  - (b) continues for 31 days; and
  - (c) is total, continuous and permanent at the end of that 31 day period.

For the purposes of the Coverage:

- (1) Exposure to the elements will be considered an accidental bodily Injury.
- (2) It will be presumed that the person has suffered a Loss of life if the person's body has not been found within one year of disappearance, stranding, sinking or wrecking of any vehicle in which the person was an occupant.

Not all such Losses are covered. See Losses Not Covered below.

**Benefit Amount Payable:** The amount payable depends on the type of Loss as shown below. All benefits are subject to the Limits below.

	Percent of the Person's Amount of Insurance
Loss of or by Reason of:	
Life .....	100
Sight of Both Eyes .....	100
Speech and Hearing in Both Ears .....	100
Both Hands .....	100
Both Feet .....	100
One Hand and One Foot .....	100
One Hand and Sight of One Eye .....	100
One Foot and Sight of One Eye .....	100
Quadriplegia .....	100
One Arm or One Leg .....	75
Paraplegia .....	50
Sight of One Eye .....	50
Speech .....	50
Hearing in Both Ears .....	50
One Hand .....	50
One Foot .....	50
Hemiplegia .....	50
Uniplegia .....	25
Thumb and Index Finger of the Same Hand .....	25
Coma .....	1% per month, up to 100 months
Brain Damage .....	5% per month, up to 20 months

**Limit Per Accident:**

No more than the Amount of Insurance on a person at the time of the accident will be paid for all Losses resulting from Injuries sustained in that accident.

**B. LOSSES NOT COVERED.**

A Loss is not covered if it results from any of these:

- (1) Suicide or attempted suicide, while sane or insane.
- (2) Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.
- (3) Sickness, whether the Loss results directly or indirectly from the Sickness.
- (4) Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.
- (5) Any bacterial or viral infection. But, this does not include:
  - (a) a pyogenic infection resulting from an accidental cut or wound; or
  - (b) a bacterial infection resulting from accidental ingestion of a contaminated substance.
- (6) War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression.
- (7) An accident that occurs while the person is serving on full-time active duty for more than 30 days in any armed forces. But this does not include Reserve or National Guard active duty for training.
- (8) Commission of or attempt to commit an assault or a felony.
- (9) Travel or flight in any vehicle used for aerial navigation, if any of these apply:
  - (a) The person is riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.
  - (b) The person is performing as a pilot or a crew member of any aircraft.
  - (c) The person is riding as a passenger in an aircraft owned, operated, controlled or leased by or on behalf of the Contract Holder or any of its subsidiaries or affiliates.This includes getting in, out, on or off any such vehicle.
- (10) Being legally under the influence of any narcotic unless administered or consumed on the advice of a Doctor.
- (11) Being legally intoxicated while operating a motor vehicle.
- (12) Participation in these hazardous sports: skydiving or parachuting.

---

The Claim Rules and the "To Whom Payable" part of the Schedule of Benefits apply to the payment of the benefits.

---

# Additional Benefits under Optional Accidental Death and Dismemberment Coverage

## FOR YOU AND YOUR DEPENDENTS

### A. ADDITIONAL BENEFITS

An additional benefit may be payable for a Loss for which a benefit is payable under the other terms of this Coverage or would be payable except for the Limitations of those terms. Any such benefit is payable in addition to any other benefit payable under this Coverage. The additional amount payable for each additional benefit is shown in the Schedule of Benefits. Any additional conditions that apply to an additional benefit are shown below. An additional benefit is payable only if those conditions are met.

(1) **Additional Benefit for Loss of Life as a Result of an Accident in an Automobile While Using a Seat Belt:**

This additional benefit for the person's Loss of life only applies if this test is met.

The person sustains an accidental bodily Injury resulting in the Loss while:

- (a) the person is a driver or passenger in an Automobile;
- (b) the person is wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer; and
- (c) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s).

**Losses Not Covered under this Additional Benefit:** A Loss is not covered under this additional benefit if it results from driving or riding in any Automobile used in a race or a speed or endurance test, for acrobatic or stunt driving, or for any illegal purpose.

(2) **Additional Benefit for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag:**

This additional benefit for the person's Loss of life only applies if this test is met.

The person sustains an accidental bodily Injury resulting in the Loss while:

- (a) the person is a driver or passenger in an Automobile;
- (b) the person is wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer;
- (c) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s);
- (d) the Automobile is equipped with a factory-installed Air Bag; and

(e) a properly functioning Air Bag was deployed for the seat that the person occupied.

**Losses Not Covered under this Additional Benefit:** A Loss is not covered under this additional benefit if it results from driving or riding in any Automobile used in a race or a speed or endurance test, for acrobatic or stunt driving, or for any illegal purpose.

**(3) Additional Benefit for Tuition Reimbursement for Your Dependent Spouse:**

This additional benefit for tuition reimbursement for your dependent spouse only applies if you suffer a Loss of life.

This additional benefit is payable for the person who:

- (a) is your spouse on the date of your death; and
- (b) enrolls in any professional or trades program within 30 months after the date of your death for the purposes of obtaining an independent source of support or enriching that spouse's ability to earn a living. Proof of enrollment must be given to Prudential.

**(4) Additional Benefit for Tuition Reimbursement for Your Dependent Child:**

This additional benefit for tuition reimbursement for your dependent child only applies once. It applies if either: (a) you suffer a Loss of life; or (b) your Qualified Dependent spouse suffers a Loss of life. Date of death, as used below, refers to your or your spouse's date of death depending upon whose Loss of life this additional benefit is payable.

This additional benefit is payable for each dependent child less than age 25 who is:

- (a) your child who wholly depends on you for support and maintenance on the date of death; and
- (b) enrolled as a full-time student in a School on the date of death; or
- (c) in the 12th grade on the date of death and becomes a full-time student in a School within 365 days after that date.

Proof of enrollment must be given to Prudential.

**(5) Additional Benefit for Child Care Expenses for Your Dependent Child:**

This additional benefit for child care expenses for your dependent child only applies once. It applies if either: (a) you suffer a Loss of life; or (b) your Qualified Dependent spouse suffers a Loss of life. Date of death, as used below, refers to your or your spouse's date of death depending upon whose Loss of life this additional benefit is payable.

This additional benefit is payable for each dependent child less than age 13 who:

- (a) is your child who wholly depends on you for support and maintenance on the date of death; and
- (b) is enrolled at a Child Care Center on the date of death; or
- (c) becomes enrolled at a Child Care Center within 90 days after the date of death.

Proof of enrollment must be given to Prudential.

(6) **Additional Benefit for Your Spouse's Loss of Life as a Result of a Common Accident:**

This additional benefit for your spouse's Loss of life only applies if these tests are met:

- (a) Your Qualified Dependent spouse is insured for Dependents Insurance under the Coverage on the date of the accident that results in your spouse's Loss of life.
- (b) You and your spouse both suffer a Loss of life as a result of the same accident.
- (c) You have surviving dependent children on the date of the accident.

(7) **Additional Benefit for Monthly Medical Premium:**

This additional benefit for monthly medical premium only applies if all of these tests are met:

- (a) You suffer an accidental bodily Injury that results in a Loss within 365 days of an accident.
- (b) The accidental bodily Injury: (i) results in your having to take a leave of absence from your job with your Employer; or (ii) ends your employment with your Employer.
- (c) You choose to continue membership in your Employer's medical plan beyond the time that it would otherwise end.

(8) **Additional Benefit for Loss of Life as a Result of an Accident Involving a Common Carrier:**

This additional benefit for the person's Loss of life is payable only if this test is met.

The person sustains an accidental bodily Injury resulting in the Loss while the person is boarding, leaving, or riding as a passenger on a Common Carrier, or as a result of being struck by a Common Carrier.

**B. ADDITIONAL MONTHLY BENEFIT FOR A HOSPITAL INPATIENT STAY.**

An additional benefit for a Hospital Inpatient Stay is payable only if all of these tests are met:

- (1) The person sustains an accidental bodily Injury while a Covered Person under the Coverage.
- (2) Treatment for any such Injury requires a Hospital Inpatient Stay of more than 4 consecutive days.
- (3) The Hospital Inpatient Stay begins within 365 days of the accident.
- (4) The provisions of the Losses Not Covered section of the Coverage apply to the cause of the Injury as if it were a Loss.

**Additional Monthly Benefit Amount Payable for a Hospital Inpatient Stay:** The additional amount payable is shown in the Schedule of Benefits.

**Maximum Benefit Duration:** The additional benefit time limit is shown in the Schedule of Benefits.

# Definitions under Accidental Death and Dismemberment Coverage

## FOR YOU AND YOUR DEPENDENTS

Some of the terms used in the Coverage:

**Air Bag:** An inflatable safety device that: (1) meets published federal safety standards; (2) is installed by the Automobile's manufacturer; and (3) is not altered after that installation.

**Automobile:** A validly registered:

- (1) vehicle that may be legally driven with the standard issue class of motor vehicle driver's license and no additional class of license is necessary to operate this vehicle; or
- (2) four wheel, two axle private passenger motor vehicle.

But Automobile does not include: (1) a motor vehicle intended for off-road use; or (2) a motor vehicle being used without the owner's permission.

**Brain Damage:** Physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life.

**Child Care Center:** A facility or individual which:

- (1) operates pursuant to law, if locally required;
- (2) is not a family member; and
- (3) primarily provides care and supervision for children in a group setting on a regular, daily basis.

**Coma:** A profound state of unconsciousness from which the person cannot be aroused, even by powerful stimulation, as determined by the person's Doctor.

**Common Carrier:** Any: (1) air, land or water vehicle operated under a license for the transportation of passengers for hire; or (2) aircraft operated by the Military Air Transport Service (MATs) of the United States or by a similar military air transport service of any duly constituted governmental authority of any other recognized country.

The term includes: (1) a shuttle bus, tram or other vehicle used to transport people within an airport; and (2) chartered aircraft. But it does not include any aircraft: owned; operated; controlled; or leased by or on behalf of the Contract Holder or any of its subsidiaries or affiliates or its customers.

**Commuting to and from Work:** Leaving your primary residence and going directly to your Regular Place of Employment; and returning from your Regular Place of Employment and going directly to your primary residence. Such commuting must take place during a regular workday.

**Critical Burns:** Burns that are classified by a Doctor as being more severe than second degree.

**Hemiplegia:** The total and permanent paralysis of the upper and lower limbs on one side of the body.

**Hospital:** An institution that meets either of these tests:

- (1) It is accredited as a hospital under the Hospital Accreditation Program of the Joint Commission on Accreditation of Healthcare Organizations.
- (2) It is legally operated, has 24 hour a day supervision by a staff of Doctors, has 24 hour a day nursing service by registered graduate nurses, and complies with (a) or (b):
  - (a) It mainly provides general inpatient medical care and treatment of sick and injured persons by the use of medical, diagnostic and major surgical facilities. All such facilities are in it or under its control.
  - (b) It mainly provides specialized inpatient medical care and treatment of sick or injured persons by the use of medical and diagnostic facilities (including X-ray and laboratory). All such facilities are in it, under its control, or available to it under a written agreement with a Hospital (as defined above) or with a specialized provider of those facilities.

But Hospital does not include a nursing home. Neither does it include an institution, or part of one, which: (1) is used mainly as a place for convalescence, rest, nursing care or for the aged; or (2) furnishes mainly homelike or Custodial Care, or training in the routines of daily living; or (3) is mainly a school.

**Hospital Inpatient Stay:** A Hospital stay for which a room and board charge is made by the Hospital. All of the person's Hospital Inpatient Stays for treatment of bodily Injury sustained in one accident will be considered one Stay unless separated by 90 days.

**Loss of Hand or Foot:** The total and permanent loss of function.

**Loss of Sight:** Legally blind.

**Loss of Thumb and Index Finger of the Same Hand:** The total and permanent loss of function.

**Paraplegia:** The total and permanent paralysis of both lower limbs.

**Permanent Disfigurement:** Scarring over 25% of the body that can be corrected only by cosmetic surgery.

**Quadriplegia:** The total and permanent paralysis of both upper and both lower limbs.

**Regular Place of Employment:** The Employer's place of business at which you spend at least 50% of your working hours and which is located within 100 miles of your primary residence. Satellite offices located within 100 miles of your primary residence are also included.

**Return of Remains Expenses:** Expenses for: (1) embalming; (2) cremation; (3) a coffin; and (4) transportation of the remains.

**School:** An institution of higher learning. The term includes, but is not limited to, a university, college or trade school.

**Seat Belt:** Any: (1) passive restraint device for an adult that meets published federal safety standards, is installed by the Automobile's manufacturer and is not altered after that installation; or (2) federally approved, properly installed child safety seat.

**Uniplegia:** The total and permanent paralysis of one limb.

**Working for Your Employer:** Performing the duties of your job with your Employer either on or off your Employer's premises. But the term does not include Commuting to and from Work, vacations or leaves of absence.

---

# Right to Elect Accidental Death and Dismemberment Coverage under the Portability Plan

This right applies to the Optional Accidental Death and Dismemberment Coverage for Employees under the Group Contract.

It describes when and how you may become covered for similar coverage under the Portability Plan when your Optional Accidental Death and Dismemberment Coverage under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

## **RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN**

A right under this section is subject to the rest of these provisions.

You will have the right to apply for accidental death and dismemberment coverage under the Portability Plan if you meet all of these tests:

- (1) Your Optional Accidental Death and Dismemberment Coverage ends for any reason other than:
  - (a) your failure to pay, when due, any contribution required for it; or
  - (b) the end of your employment on account of your retirement; or
  - (c) the end of the Coverage for all Employees when such Coverage is replaced by group accidental death and dismemberment insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) You meet the Active Work Requirement on the day your insurance ends.
- (3) You are less than age 80.
- (4) Your Amount of Insurance is at least \$10,000 under the Optional Accidental Death and Dismemberment Coverage on the day your insurance ends.
- (5) You apply for term life coverage under the Portability Plan.

## **PORTABILITY APPLICATION PERIOD**

You have the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required to become insured under the Portability Plan.

The Portability Application Period is the longer of:

- (1) the 31 day period after your Optional Accidental Death and Dismemberment Coverage ends; and

- (2) the number of days during which you have the right to apply for the term life coverage under the Portability Plan.

## **TERMS AND CONDITIONS OF THE PORTABILITY PLAN**

The form, amount, first premium, and effective date will be as stated below.

**Form and Amount:** The form of accidental death and dismemberment coverage that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as the Optional Accidental Death and Dismemberment Coverage under the Group Contract.

**Amount:** Not more than your amount of insurance under the Optional Accidental Death and Dismemberment Coverage when your insurance ends, but not less than \$10,000.

The maximum amount of accidental death and dismemberment insurance under the Portability Plan is the lesser of 5 times your annual Earnings and \$1,000,000.

In no event can your amount of accidental death and dismemberment insurance under the Portability Plan exceed your amount of term life insurance under the Portability Plan.

**First Premium:** The first premium is due to Prudential within 31 days of the date the first bill is issued.

**Effective Date:** The day after the Portability Application Period ends.

---

# Right to Elect Accident Coverage for Your Dependents under the Portability Plan

This right applies to the Optional Accidental Death and Dismemberment Coverage for your dependents under the Group Contract.

It describes when and how your Qualified Dependents may become covered for similar coverage under the Portability Plan when the Optional Accidental Death and Dismemberment Coverage for your dependents under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

## **RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN**

A right under this section is subject to the rest of these provisions.

You will have the right to apply for accident coverage under the Portability Plan for a Qualified Dependent if all of these tests are met:

- (1) The Optional Accidental Death and Dismemberment Coverage on the dependent ends because your Optional Accidental Death and Dismemberment Coverage for Employees under the Plan ends for any reason other than:
  - (a) your failure to pay, when due, any contribution required for it; or
  - (b) the end of your employment on account of your retirement; or
  - (c) the end of the Optional Accidental Death and Dismemberment Coverage for all Employees when such Coverage is replaced by group accidental death and dismemberment insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) You apply and become covered for accidental death and dismemberment coverage under the Portability Plan.
- (3) With respect to a dependent spouse, that spouse is less than age 80.
- (4) With respect to a dependent child, that child is:
  - (a) less than age 19; or
  - (b) less than age 23 and wholly dependent on you for support and maintenance.
- (5) The dependent is covered for Optional Accidental Death and Dismemberment Coverage on the day your Optional Accidental Death and Dismemberment Coverage for Employees ends.
- (6) The dependent is not confined for medical care or treatment, at home or elsewhere on the day your Optional Accidental Death and Dismemberment Coverage for Employees ends.

If you die, your spouse will have the right to apply for accident coverage under the Portability Plan if that spouse:

- (1) applies and becomes covered for term life coverage under the Portability Plan; and
- (2) meets all of the tests in (3), (5) and (6) above.

If you die, your spouse will also have the right to apply for accident coverage under the Portability Plan for a Qualified Dependent child if:

- (1) that spouse applies and becomes covered for accident coverage under the Portability Plan; and
- (2) that child meets all of the tests in (4), (5) and (6) above.

If you divorce, your spouse will have the right to apply for accident coverage under the Portability Plan if:

- (1) that spouse applies and becomes covered for term life coverage under the Portability Plan; and
- (2) the Optional Accidental Death and Dismemberment Coverage on your spouse ends due to divorce; and
- (3) that spouse is less than age 80; and
- (4) that spouse is not confined for medical care or treatment, at home or elsewhere on the day the Optional Accidental Death and Dismemberment Coverage on that spouse ends.

## **PORTABILITY APPLICATION PERIOD**

You have the right to apply for accident coverage under the Portability Plan for your dependents during the Portability Application Period. In the case of your death or divorce, your spouse has the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required for a dependent to become insured under the Portability Plan.

The Portability Application Period is the longer of:

- (1) the 31 day period after the Optional Accidental Death and Dismemberment Coverage on the dependent ends; and
- (2) either:
  - (a) the number of days during which you have the right to apply for accidental death and dismemberment coverage under the Portability Plan; or
  - (b) in the case of your death or divorce, the number of days during which your spouse has the right to apply for term life coverage under the Portability Plan.

## **TERMS AND CONDITIONS OF THE PORTABILITY PLAN**

The form, amount, first premium, and effective date will be as stated below.

**Form and Amount:** The form of accident coverage for dependents that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as those under the Group Contract.

Amount: Not more than the amount of insurance on the dependent under the Optional Accidental Death and Dismemberment Coverage when that insurance ends, except that the maximum amount of a dependent's accident insurance under the Portability Plan cannot exceed that dependent's amount of term life insurance under the Portability Plan.

**First Premium:** The first premium is due to Prudential within 31 days of the date the first bill is issued.

**Effective Date:** The day after the Portability Application Period ends.

---

# General Information

## **BENEFICIARY RULES**

The rules in this section apply to insurance payable on account of your death, when the Coverage states that they do. But these rules are modified by any burial expenses rule in the Schedule of Benefits and, if there is an assignment, by the following sections: Limits on Assignments; and Effect of Gift Assignment of Rights of Group Life Insurance Under Another Group Contract.

“Beneficiary” means a person chosen, on a form approved by Prudential, to receive the insurance benefits.

You have the right to choose a Beneficiary for each Coverage under this Prudential Group Contract.

If there is a Beneficiary for the insurance under a Coverage, it is payable to that Beneficiary. Any amount of insurance under a Coverage for which there is no Beneficiary at your death will be payable to the first of the following: Your (a) surviving spouse; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) estate. This order will apply unless otherwise provided in the Limits on Assignments.

You may change the Beneficiary at any time without the consent of the present Beneficiary. The Beneficiary change form must be filed through the Contract Holder. The change will take effect on the date the form is signed. But it will not apply to any amount paid by Prudential before it receives the form.

If there is more than one Beneficiary but the Beneficiary form does not specify their shares, they will share equally. If a Beneficiary dies before you, that Beneficiary's interest will end. It will be shared equally by any remaining Beneficiaries, unless the Beneficiary form states otherwise.

## **MODE OF SETTLEMENT RULES**

The rules in this section apply to Employee Life Insurance payable on account of your death. But these rules are subject to the Limits on Assignments section.

“Mode of Settlement” means payment other than in one sum.

Employee Life Insurance is normally paid to the Beneficiary in one sum. But a Mode of Settlement may be arranged with Prudential for all or part of the insurance, as stated below.

Arrangements for Mode of Settlement: You may arrange a Mode of Settlement by proper written request to Prudential. If, at your death, no Mode of Settlement has been arranged for an amount of your Employee Life Insurance, the Beneficiary and Prudential may then mutually agree on a Mode of Settlement for that amount.

Conditions for Mode of Settlement: The Beneficiary must be a natural person taking in the Beneficiary's own right. A Mode of Settlement will apply to secondary Beneficiaries only if Prudential agrees in writing. Each installment to a person must not be less than \$20.00. A change of Beneficiary will void any Mode of Settlement arranged before the change.

Choice by Beneficiary: A Beneficiary being paid under a Mode of Settlement may, if Prudential agrees, choose (or change the Beneficiary's choice of) a payee or payees to receive, in one sum, any amount which would otherwise be payable to the Beneficiary's estate.

Prudential has prepared information about the modes of settlement available. Ask the Contract Holder for this.

## **INCONTESTABILITY OF LIFE INSURANCE**

This limits Prudential's use of your statements in contesting an amount of Life Insurance for which you are insured. These are statements made to persuade Prudential to accept you for insurance. They will be considered to be made to the best of your knowledge and belief. These rules apply to each statement:

- (1) It will not be used in the contest unless:
    - (a) It is in a written instrument signed by you; and
    - (b) A copy of that instrument is or has been furnished to you or to your Beneficiary.
  - (2) If it relates to your insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during your lifetime.
-

## **LIMITS ON ASSIGNMENTS**

You may assign your insurance under a Coverage. Unless the Schedule of Benefits states otherwise, the following rules apply to assignments: (1) Insurance under any Coverage providing either death benefits or periodic benefits on account of disability may be assigned only as a gift assignment; (2) Insurance under any other Coverage may be assigned without restriction. Any rights, benefits or privileges that you have as an Employee may be assigned. This includes any right you have to choose a Beneficiary or to convert to another contract of insurance. Prudential will not decide if an assignment does what it is intended to do. Prudential will not be held to know that one has been made unless it or a copy is filed with Prudential through the Contract Holder.

This paragraph applies only to insurance for which you have the right to choose a Beneficiary, when that right has been assigned. If an assigned amount of insurance becomes payable on account of your death and, at your death, there is no Beneficiary chosen by the assignee, it will be payable to:

- (1) the assignee, if living; or
- (2) the estate of the assignee, if the assignee is not living.

It will not be payable as stated in the Beneficiary Rules.

## **EFFECT OF GIFT ASSIGNMENT OF RIGHTS OF GROUP LIFE INSURANCE UNDER ANOTHER GROUP CONTRACT**

This Section applies to all Coverages providing Employee death benefits.

If you are eligible for insurance under the Group Contract on the Group Contract's effective date you will have no rights, benefits or privileges under any such Coverage if, on the day before that date, all the following were true:

- (1) You were insured for group life insurance under another group contract. That contract was issued by Prudential or another insurance carrier to cover Employees of the Employer.
- (2) Your group life insurance under the other group contract ended.
- (3) An irrevocable and absolute gift assignment made by you was in effect. It was made before the other contract ended. That assignment was of all your rights, benefits and privileges of the group life insurance under the other group contract. Those rights were owned by the assignee or the assignee's successor.

The owner of those rights of the group life insurance under the other group contract on the day before this Group Contract's effective date will be the owner of the rights, benefits, and privileges you would have had under a Coverage if this section did not apply. This includes, but is not limited to, any right of assignment you would have had under the Limits on Assignments section above. The term "assignee" as used in that section includes such an owner.

The term "group life insurance", as used above, means only group life insurance provided under a group contract in effect on the day before the date the Employer became included under the Group Contract.

## DEFINITIONS

**Active Work Requirement:** A requirement that you be actively at work on full time at the Employer's place of business, or at any other place that the Employer's business requires you to go. You are considered actively at work during normal vacation if you were actively at work on your last regular scheduled workday.

**Calendar Year:** A year starting January 1.

**Contributory Insurance, Non-contributory Insurance:** Contributory Insurance is insurance for which the Contract Holder has the right to require your contributions. Non-contributory Insurance is insurance for which the Contract Holder does not have the right to require your contributions. The Schedule of Benefits shows whether insurance under a Coverage is Contributory Insurance or Non-contributory Insurance.

**Coverage:** A part of the Booklet consisting of:

- (1) A benefit page labeled as a Coverage in its title.
- (2) Any page or pages that continue the same kind of benefits.
- (3) A Schedule of Benefits entry and other benefit pages or forms that by their terms apply to that kind of benefits.

**Covered Person under a Coverage:** An Employee who is insured for Employee Insurance under that Coverage; a Qualified Dependent for whom an Employee is insured for Dependents Insurance, if any, under that Coverage.

**Dependents Insurance:** Insurance on the person of a dependent.

**Doctor:** A licensed practitioner of the healing arts acting within the scope of the license.

### **Earnings:**

**Non Sales Employees:** This is the gross amount of money paid to you by the Employer in cash for performing the duties required of your job. Bonuses, overtime pay, Earnings for more than 40 hours per week, and all other benefits are not included.

**Sales Employees:** This is the gross amount of money paid to you by the Employer in cash for performing the duties required of your job. Earnings includes the annualized average commissions and bonuses earned during the shorter of: (i) the 12 month period just prior to your date of loss; or (ii) your period of employment. Overtime pay, Earnings for more than 40 hours per week, and all other benefits are not included.

**Employee:** A person employed by the Employer; a proprietor or partner of the Employer. The term also applies to that person for any rights after insurance ends.

**Employee Insurance:** Insurance on the person of an Employee.

**The Employer:** Collectively, all employers included under the Group Contract.

**Injury:** Injury to the body of a Covered Person.

**Prudential:** The Prudential Insurance Company of America.

**Sickness:** Any disorder of the body or mind of a Covered Person, but not an Injury; pregnancy of a Covered Person, including abortion, miscarriage or childbirth.

**You:** An Employee.

---

## CLAIM RULES

These rules apply to payment of benefits under all accident Coverages.

**Proof of Loss:** Prudential must be given written proof of the loss for which claim is made under the Coverage. This proof must cover the occurrence, character and extent of that loss. It must be furnished within 90 days after the date of the loss. But, if any Coverage provides for periodic payment of benefits at monthly or shorter intervals, the proof of loss for each such period must be furnished within 90 days after its end.

A claim will not be considered valid unless the proof is furnished within these time limits. However, it may not be reasonably possible to do so. In that case, the claim will still be considered valid if the proof is furnished as soon as reasonably possible.

**When Benefits are Paid:** Benefits are paid when Prudential receives written proof of the loss. But, if a Coverage provides that benefits are payable at equal intervals of a month or less, Prudential will not have to pay those benefits more often.

**Physical Exam and Autopsy:** Prudential, at its own expense, has the right to examine the person whose loss is the basis of claim. Prudential may do this when and as often as is reasonable while the claim is pending. Prudential also has the right to arrange for an autopsy in case of accidental death, if it is not forbidden by law.

**Legal Action:** No action at law or in equity shall be brought to recover on the Group Contract until 60 days after the written proof described above is furnished. No such action shall be brought more than three years after the end of the time within which proof of loss is required.

## INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY

This limits Prudential's use of your statements in contesting an amount of that insurance for which you are insured. These are statements made to persuade Prudential to effect an amount of that insurance. They will be considered to be made to the best of your knowledge and belief. These rules apply to each statement:

- (1) It will not be used in a contest to avoid or reduce that amount of insurance unless:
    - (a) It is in a written instrument signed by you; and
    - (b) A copy of that instrument is or has been furnished to you.
  - (2) It will not be used in the contest after that amount of insurance has been in force, before the contest, for at least two years during your lifetime.
-

# When Your Insurance Ends

## EMPLOYEE AND DEPENDENTS INSURANCE

Your Employee Insurance under a Coverage or your Dependents Insurance under a Coverage will end when the first of these occurs:

- Your membership in the Covered Classes for the insurance ends because your employment ends (see below) or for any other reason.
- The part of the Group Contract providing the insurance ends.
- For Contributory Insurance under a Coverage of the Group Contract, you fail to pay, when due, any contribution required. But, if Employee Insurance is Contributory, failure to contribute for Dependents Insurance will not cause your Employee Insurance to end.
- The Insurance is Dependents Insurance under the Dependents Term Life Coverage and your Employee Insurance under the Employee Term Life Coverage ends.
- The insurance is Dependents Insurance under the accident Coverage and your Employee Insurance under the optional accident Coverage of the Group Contract, if any, ends.

If you make a written request to the Employer to end the Dependents Insurance for a Qualified Dependent under the accident Coverage, the insurance for that person will end.

Your Dependents Insurance for a Qualified Dependent under a Coverage will end when that person ceases to be a Qualified Dependent for that Coverage. (See Continued Coverage for an Incapacitated Child below.)

**End of Employment:** For insurance purposes, your employment will end when you are no longer a full-time Employee actively at work for the Employer. But, under the terms of the Group Contract, the Contract Holder may consider you as still employed in the Covered Classes during certain types of absences from full-time work. This is subject to any time limits or other conditions stated in the Group Contract.

If you stop active full-time work for any reason, you should contact the Employer at once to determine what arrangements, if any, have been made to continue any of your insurance.

**Continued Coverage for an Incapacitated Child:** This applies to the Dependents Insurance you have for a child. The insurance for the child will not end on the date the age limit in the definition of Qualified Dependent is reached if both of these are true:

- (1) The child is then mentally or physically incapable of earning a living. Prudential must receive proof of this within the next 31 days.
- (2) The child otherwise meets the definition of Qualified Dependent.

If these conditions are met, the age limit will not cause the child to stop being a Qualified Dependent under that Coverage. This will apply as long as the child remains so incapacitated.

## THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Employee: The Employee whose signature appears on the Foreword in the front of the Booklet.

# Certificate of Coverage

**Prudential** certifies that insurance is provided according to the Group Contract(s) for each Insured Employee. Your Booklet's Schedule of Benefits shows the Contract Holder and the Group Contract Number(s).

**Insured Employee:** You are eligible to become insured under the Group Contract if you are in the Covered Classes of the Booklet's Schedule of Benefits and meet the requirements in the Booklet's Who is Eligible section. The When You Become Insured section of the Booklet states how and when you may become insured for each Coverage. Your insurance will end when the rules in the When Your Insurance Ends section so provide. Your Booklet and this Certificate of Coverage together form your Group Insurance Certificate.

**Beneficiary for Employee Death Benefits:** See the Booklet's Beneficiary Rules.

**Coverages and Amounts:** The available Coverages and the amounts of insurance are described in the Booklet.

If you are insured, your Booklet and this Certificate of Coverage form your Group Insurance Certificate. Together they replace any older booklets and certificates issued to you for the Coverages in the Booklet's Schedule of Benefits. All Benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate.

The Prudential Insurance Company of America  
751 Broad Street  
Newark, New Jersey 07102

**This Claims and Appeals Procedures  
section  
is not part of the  
Group Insurance Certificate.**

# CLAIMS AND APPEALS PROCEDURES

## Plan Benefits Provided by

The Prudential Insurance Company of America  
751 Broad Street  
Newark, New Jersey 07102

This Group Contract underwritten by The Prudential Insurance Company of America provides insured benefits under your Employer's plan(s). For all purposes of this Group Contract, the Employer/Policyholder acts on its own behalf or as an agent of its employees. Under no circumstances will the Employer/Policyholder be deemed the agent of The Prudential Insurance Company of America, absent a written authorization of such status executed between the Employer/Policyholder and The Prudential Insurance Company of America. Nothing in these documents shall, of themselves, be deemed to be such written execution.

The Prudential Insurance Company of America as Claims Administrator has the sole discretion to interpret the terms of the Group Contract, to make factual findings, and to determine eligibility for benefits. The decision of the Claims Administrator shall not be overturned unless arbitrary and capricious.

## Claim Procedures

### 1. Determination of Benefits

Prudential shall notify you of the claim determination within 45 days of the receipt of your claim. This period may be extended by 30 days if such an extension is necessary due to matters beyond the control of the plan. A written notice of the extension, the reason for the extension and the date by which the plan expects to decide your claim, shall be furnished to you within the initial 45-day period. This period may be extended for an additional 30 days beyond the original 30-day extension if necessary due to matters beyond the control of the plan. A written notice of the additional extension, the reason for the additional extension and the date by which the plan expects to decide on your claim, shall be furnished to you within the first 30-day extension period if an additional extension of time is needed. However, if a period of time is extended due to your failure to submit information necessary to decide the claim, the period for making the benefit determination by Prudential will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If your claim for benefits is denied, in whole or in part, you or your authorized representative will receive a written notice from Prudential of your denial. The notice will be written in a manner calculated to be understood by you and shall include:

- (a) the specific reason(s) for the denial,
- (b) references to the specific plan provisions on which the benefit determination was based,
- (c) a description of any additional material or information necessary for you to perfect a claim and an explanation of why such information is necessary,
- (d) a description of Prudential's appeals procedures and applicable time limits, and

- (e) if an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

## **2. Appeals of Adverse Determination**

If your claim for benefits is denied or if you do not receive a response to your claim within the appropriate time frame (in which case the claim for benefits is deemed to have been denied), you or your representative may appeal your denied claim in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

A full review of the information in the claim file and any new information submitted to support the appeal will be conducted by Prudential, utilizing individuals not involved in the initial benefit determination. This review will not afford any deference to the initial benefit determination.

Prudential shall make a determination on your claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that Prudential expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If the claim on appeal is denied in whole or in part, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include:

- (a) the specific reason(s) for the adverse determination,
- (b) references to the specific plan provisions on which the determination was based,
- (c) a statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request,
- (d) a description of Prudential's review procedures and applicable time limits,
- (e) a statement that you have the right to obtain upon request and free of charge, a copy of internal rules or guidelines relied upon in making this determination, and
- (f) a statement describing any appeals procedures offered by the plan.

If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

If the appeal of your benefit claim is denied or if you do not receive a response to your appeal within the appropriate time frame (in which case the appeal is deemed to have been denied), you or your representative may make a second, voluntary appeal of your denial in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your second appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

Prudential shall make a determination on your second claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date by which Prudential expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

Your decision to submit a benefit dispute to this voluntary second level of appeal has no effect on your right to any other benefits under this plan. If you elect to initiate a lawsuit without submitting to a second level of appeal, the plan waives any right to assert that you failed to exhaust administrative remedies. If you elect to submit the dispute to the second level of appeal, the plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time that the appeal is pending.

If the claim on appeal is denied in whole or in part for a second time, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include the same information that was included in the first adverse determination letter. If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.



# Disclosure Notice

**NOTE:**

**IF YOU EXERCISE THIS OPTION, YOU SHOULD BE AWARE THAT:**

- **ANY PAYMENT MADE UNDER THIS OPTION MAY BE TAXABLE.**
- **YOUR ABILITY TO RECEIVE CERTAIN GOVERNMENT BENEFITS OR ENTITLEMENTS MAY BE AFFECTED.**

**YOU ARE ADVISED TO SEEK THE HELP OF A PROFESSIONAL TAX AND/OR LEGAL ADVISOR FOR ASSISTANCE WITH ANY QUESTIONS YOU MAY HAVE.**

**Option to Accelerate Payment of Death Benefits For a Terminally Ill or Injured Employee:** Your Group Life plan includes an option to give you flexibility in how your group life insurance benefits will be paid. If you become terminally ill or injured, this option may allow you to have part of your life insurance benefits, which would otherwise be paid at your death, to be paid in advance to you while you are alive.

**Eligibility:** To be eligible to elect this option, you must furnish proof satisfactory to Prudential that your life expectancy is 12 months or less, including certification by a qualified doctor. Election of this option is also subject to the Rules below.

**Amount of Benefit:** The amount to be paid under this option is 80% of the amount of your life insurance benefits, but not more than \$500,000. You may elect to have the money in one sum or 12 equal monthly payments.

**Effect of Option:** If you elect this option, the amount of your life insurance benefits payable to your beneficiary on your death will be reduced by the advanced payment. Also, if you are contributing for your life insurance benefits, the amount of your contribution will be adjusted based on the amount of insurance remaining in force.

**Rules:** You cannot elect this option if your life insurance benefits are assigned. This option is available to you on a voluntary basis only. You are not eligible for it if: (1) you are required to use it to meet the claims of creditors, whether in bankruptcy or otherwise; or (2) you are required by a government agency to use it in order to apply for, get or keep a government benefit or entitlement. You can elect this option only once.

**Termination of the Group Contract or your Life Insurance Benefits:** This option is available only while your life insurance benefits are in force under the group contract or while your life insurance protection is being continued under an extension of benefits. If your life insurance benefits end for any reason, including termination of the group contract, and the insurance is not being continued under an extended benefit, this option will also terminate.

# Disclosure Notice

**NOTE:**

**IF YOU EXERCISE THIS OPTION, YOU SHOULD BE AWARE THAT:**

- **ANY PAYMENT MADE UNDER THIS OPTION MAY BE TAXABLE.**
- **YOUR ABILITY TO RECEIVE CERTAIN GOVERNMENT BENEFITS OR ENTITLEMENTS MAY BE AFFECTED.**

**YOU ARE ADVISED TO SEEK THE HELP OF A PROFESSIONAL TAX AND/OR LEGAL ADVISOR FOR ASSISTANCE WITH ANY QUESTIONS YOU MAY HAVE.**

**Option to Accelerate Payment of Death Benefits For a Terminally Ill or Injured Dependent:**

Your Dependents Term Life plan includes an option to give you flexibility in how your dependent's life insurance benefits will be paid. If your dependent becomes terminally ill or injured, this option may allow you to have part of your dependent's life insurance benefits, which would otherwise be paid at your dependent's death, to be paid in advance to you while your dependent is alive.

**Eligibility:** To be eligible to elect this option, you must furnish proof satisfactory to Prudential that your dependent's life expectancy is 12 months or less, including certification by a qualified doctor. Election of this option is also subject to the Rules below.

**Amount of Benefit:** The amount to be paid under this option is 80% of the amount of your dependent's life insurance benefits, but not more than \$150,000. You may elect to have the money in one sum or 12 equal monthly payments.

**Effect of Option:** If you elect this option, the amount of your dependent's life insurance benefits payable to you on the death of your dependent will be reduced by the advanced payment. Also, if you are contributing for your dependent's life insurance benefits, the amount of your contribution will be adjusted based on the amount of insurance remaining in force.

**Rules:** You cannot elect this option if your dependent's life insurance benefits are assigned. This option is available to you on a voluntary basis only. You are not eligible for it if: (1) you are required to use it to meet the claims of creditors, whether in bankruptcy or otherwise; or (2) you are required by a government agency to use it in order to apply for, get or keep a government benefit or entitlement. You can elect this option only once.

**Termination of the Group Contract or your Dependent's Life Insurance Benefits:** This option is available only while your dependent's life insurance benefits are in force under the group contract or while your dependent's life insurance protection is being continued under an extension of benefits. If your dependent's life insurance benefits end for any reason, including termination of the group contract, and the insurance is not being continued under an extended benefit, this option will also terminate.