

**International  
Brotherhood of  
Teamsters**

***All Eligible Pilots***

**Short Term Disability Coverage**



**Prudential**

# Disclosure Notice

**To submit a claim and/or for additional questions, contact Union One at (224)770-5304.**

## FOR ARKANSAS RESIDENTS

Prudential's Customer Service Office:

The Prudential Insurance Company of America  
Disability Management Services Claim Division  
P.O. Box 13480  
Philadelphia, Pennsylvania 19176  
1-800-842-1718

If Prudential fails to provide you with reasonable and adequate service, you may contact:

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, Arkansas 72201-1904  
1-800-852-5494

## FOR ARIZONA RESIDENTS

**Notice: This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read this certificate carefully.**

## FOR COLORADO RESIDENTS

**THIS IS A SUPPLEMENTAL PLAN THAT IS NOT INTENDED TO PROVIDE THE MINIMUM ESSENTIAL COVERAGE REQUIRED BY THE AFFORDABLE CARE ACT (ACA). UNLESS YOU HAVE ANOTHER PLAN (SUCH AS MAJOR MEDICAL COVERAGE) THAT PROVIDES MINIMUM ESSENTIAL COVERAGE IN ACCORDANCE WITH THE ACA, YOU MAY BE SUBJECT TO A FEDERAL TAX PENALTY. ALSO, THE BENEFITS PROVIDED BY THIS PLAN CANNOT BE COORDINATED WITH THE BENEFITS PROVIDED BY OTHER COVERAGE. PLEASE REVIEW THE BENEFITS PROVIDED BY THIS PLAN CAREFULLY TO AVOID DUPLICATION OF COVERAGE.**

## FOR FLORIDA RESIDENTS

**The benefits of the policy providing your coverage are governed by the law of a state other than Florida.**

## **FOR IDAHO RESIDENTS**

If you need the assistance of the governmental agency that regulates the business of insurance, you can contact the Idaho Department of Insurance by contacting:

Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3rd Floor  
PO Box 83720  
Boise ID 83720-0043

1-800-721-3272 or 208-334-4250 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

## **FOR INDIANA RESIDENTS**

**Questions regarding your policy or coverage should be directed to:**

**The Prudential Insurance Company of America  
(800) 842-1718**

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or e-mail:

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi).

## **FOR MARYLAND RESIDENTS**

**The Group Insurance Contract providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.**

## **FOR NORTH CAROLINA RESIDENTS**

**Notice: This Certificate of Insurance provides all of the benefits mandated by the North Carolina Insurance Code, but is issued under a group master policy located in another state and may be governed by that state's laws.**

## **FOR OKLAHOMA RESIDENTS**

**Notice: Certificates issued for delivery in Oklahoma are governed by the certificate and Oklahoma laws not the state where the master policy was issued.**

## **FOR TEXAS RESIDENTS**

**THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

## **FOR WISCONSIN RESIDENTS**

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**Problems with Your Insurance? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.**

**Prudential's Customer Service Office:**

**The Prudential Insurance Company of America  
Disability Management Services Claim Division  
P.O. Box 13480  
Philadelphia, PA 19176  
1-800-842-1718**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** at its website at <http://oci.wi.gov/>, or by contacting:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
1-800-236-8517  
608-266-0103

## **THIS NOTICE IS FOR TEXAS RESIDENTS ONLY**

### **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007

Web: <http://www.tdi.texas.gov>

Email: [consumerprotection@tdi.texas.gov](mailto:consumerprotection@tdi.texas.gov)

### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact Prudential first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

### **AVISO IMPORTANTE**

Para obtener información o para someter una queja:

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007

Web: <http://www.tdi.texas.gov>

Email: [consumerprotection@tdi.texas.gov](mailto:consumerprotection@tdi.texas.gov)

### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Prudential primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### **UNA ESTE AVISO A SU POLIZA:**

Este aviso es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.

# Benefit Highlights

## SHORT TERM DISABILITY PLAN

This short term disability plan provides financial protection by paying a portion of your income while you are disabled. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you work while you are disabled. Benefits start after the elimination period.

**Program Date:** December 1, 2024

**Contract Holder:** INTERNATIONAL BROTHERHOOD OF TEAMSTERS

**Group Contract Number:** G-71748-DC

**Covered Classes:** All eligible actively working Full-time Pilots who are full dues paying Members of the IBT employed under a Teamsters' collectively bargained contract.

**Minimum Hours Requirement:**

Full-time Members must be working at least 20 hours per week. If you are not working hours consistently each week, then you must have worked a minimum of 750 hours in the previous calendar year or are on track to work at least 750 hours in the current year on a pro rata basis.

**Elimination Period:**

14 days for disability due to accident;  
14 days for disability due to sickness.

**Benefits begin the day after the Elimination Period is completed.**

**Weekly Benefit:**

\$50 increments with a minimum election of \$100, not to exceed the Maximum Weekly Benefit

Your benefit may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered under this plan.

**Maximum Weekly Benefit:**

\$2,000, not to exceed 60% of your Pre-disability Earnings.

**Maximum Period of Benefits:**

24 weeks of benefits.

Contributions are required for your coverage while you are receiving payments under this plan.

**Cost of Coverage:**

The short term disability plan is provided to you on a contributory basis. You will be informed of the amount of your contribution when you enroll.

**The above items are only highlights of your coverage. For a full description please read this entire Group Insurance Certificate.**

**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 71748.**

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.

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**The Prudential Insurance Company of America**

## **Certificate of Coverage**

The Prudential Insurance Company of America (referred to as Prudential) welcomes you to the plan.

This is your Certificate of Coverage as long as you are eligible for coverage and you meet the requirements for becoming insured. You will want to read this certificate and keep it in a safe place.

Prudential has written this certificate in booklet format to be understandable to you. If you should have any questions about the content or provisions, please consult Prudential's claims paying office. Prudential will assist you in any way to help you understand your benefits.

The benefits described in this Certificate of Coverage are subject in every way to the entire Group Contract which includes this Group Insurance Certificate.

### **Prudential's Address**

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

# General Provisions

## What Is the Certificate?

This certificate is a written document prepared by Prudential which tells you:

- the coverage to which you may be entitled;
- to whom Prudential will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

## General Definitions used throughout this certificate include:

**You** means a person who is eligible for Prudential coverage.

**We, us, and our** means The Prudential Insurance Company of America.

**Member** means a person who is actively working and a full dues paying Member of a Participating Union and meets the eligibility requirements as determined by the Participating Union. The term also applies to that person for any rights after insurance ends.

**Active employment/membership** means a requirement that you be actively at work at your normal place of business or at any other place that you are required to go. You are considered actively at work during a normal vacation if you were actively at work on your last regularly scheduled workday.

**Contract Holder** means INTERNATIONAL BROTHERHOOD OF TEAMSTERS to whom the Group Contract is issued, and includes any division, subsidiary or affiliate who is reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

**Insured** means any person covered under a coverage.

**Plan** means a line of coverage under the Group Contract.

## When Are You Eligible for Coverage?

If you are working for your employer in a **covered class**, the date you are eligible for coverage is the plan's program date.

You do not have to complete a new employment/membership waiting period if:

- your insurance ends because you stop working for your employer for any reason; and
- you resume working for your employer in a covered class within 6 months after your insurance ended.

### **Covered class**

All eligible actively working Full-time Pilots who are full dues paying Members of the IBT employed under a Teamsters' collectively bargained contract.

You are full-time if you regularly work 20 hours per week. If you are not working hours consistently each week, then you must have worked a minimum of 750 hours in the previous calendar year or are on track to work at least 750 hours in the current year on a pro rata basis.

### **When Does Your Coverage Begin?**

When you share the cost of your coverage under a plan, you will be covered at 12:01 a.m. on the latest of:

- the date you are eligible for coverage, if you enroll for it on or before that date;
- the date designated by the Contract Holder, if you enroll during the annual enrollment period; or
- the date you are in active employment/membership. If you are not in active employment/membership on the date your coverage would normally begin, it will begin on the date you return to active employment/membership.

**Annual enrollment period** means a period each year when you may enroll for coverage or request a change for the following calendar year. Your Administrator will notify you of when this Annual Enrollment Period begins and ends.

### **How Do You Enroll For Coverage?**

You must enroll on a form approved by Prudential and agree to pay the required contributions.

### **When Will Changes to Your Coverage Take Effect?**

Once your coverage begins, any increased or additional coverage will take effect on the latest of:

1. the effective date of the change, if you are:
  - in active employment/membership;
  - on a temporary layoff;
  - on leave of absence; or
  - working **reduced hours**, for reasons other than disability.
2. the date Prudential approves your application; or
3. the date you return to active employment/membership, if you are not in active employment/membership due to injury or sickness.

Any decrease in coverage will take effect immediately upon the effective date of the change. Neither an increase nor a decrease in coverage will affect a **payable claim** that occurs prior to the increase or decrease.

**Reduced hours** means you are working less than the number of hours required to be considered in active employment/membership.

**Payable claim** means a claim for which Prudential is liable under the terms of the Group Contract.

## Once Your Coverage Begins, What Happens If You Are Temporarily Not Working Or If You Are Working Reduced Hours?

If you are on a **temporary layoff**, including a labor dispute or strike, and if premium is paid, you will be covered for 6 months from the date in which your temporary layoff begins with coverage ending at the end of the month in which the last premiums were paid.

If you are on a **leave of absence**, and if premium is paid, you will be covered to the end of the month work ceased. But, with respect to leave of absence under the federal Family and Medical Leave Act of 1993 (FMLA) or similar state law, if it is your employer's policy to allow a longer period of continued coverage for FMLA leaves, this policy will be used to determine the period of continued coverage for your FMLA leave. Continuation of such coverage pursuant to this provision is contingent upon Prudential's timely receipt of premium payments and written confirmation of your FMLA leave by your employer.

If you are working reduced hours, for reasons other than disability, and if premium is paid, you will be covered for 6 months from the date in which your reduced hours begin with coverage ending at the end of the month in which the last premiums were paid.

**Temporary layoff** means you are temporarily absent from active employment/membership for a period of time that has been agreed to in advance in writing by your employer, other than for reasons in connection with any severance or termination agreement. Your normal vacation time, any period of disability or FMLA leave is not considered a temporary layoff.

**Leave of absence** means you are temporarily absent from active employment/membership for a period of time that has been agreed to in advance in writing by your employer, other than for reasons in connection with any severance or termination agreement. Your normal vacation time or any period of disability is not considered a leave of absence.

## When Does Your Coverage End?

Your coverage under the Group Contract or a plan ends on the earliest of:

- the date the Group Contract or a plan is canceled;
- the date you are no longer a member of the covered classes;
- the date your covered class is no longer covered;
- the last day of the period for which you made any required contributions;

- the last day you are in active employment/membership except as provided under the Once Your Coverage Begins, What Happens If You Are Temporarily Not Working Or If You Are Working Reduced Hours? section;
- the date you are no longer in active employment/membership due to a disability that is not covered under the plan. The disabilities that are not covered are shown in the What Disabilities Are Not Covered Under Your Plan? section of the Short Term Disability Coverage Benefit Information pages.

Termination of insurance for any reason described above will not affect your rights to benefits, if any, for a disability that begins while your insurance is in force under the Plan. You are considered to be continuously disabled if you are disabled from one condition and, while still disabled from that condition, incur another condition that causes disability.

### **Does the Coverage under a Plan Replace or Affect any Workers' Compensation or State Disability Insurance?**

The coverage under a plan does not replace or affect the requirements for coverage by workers' compensation or state disability insurance.

### **Does Your Contract Holder Act as Prudential's Agent?**

For purposes of the Group Contract, your Contract Holder acts on its own behalf. Under no circumstances will your Contract Holder be deemed the agent of Prudential.

### **Does This Certificate Address Any Rights to Other Benefits or Affect Your Employment/membership with Your Contract Holder?**

This certificate sets forth only the terms and conditions for coverage and receipt of benefits for Short Term Disability. It does not address and does not confer any rights, or take away any rights, if any, to other benefits or employment/membership with your Contract Holder. Your rights, if any, to other benefits or employment/membership are solely determined by your Contract Holder. Prudential plays no role in determining, interpreting, or applying any such rights that may or may not exist.

### **How Can Statements Made in Your Application for this Coverage be Used?**

Prudential considers any statements you or your Contract Holder make in a signed application for coverage a representation and not a warranty. If any of the statements you or your Contract Holder make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

If a statement is used in a contest, a copy of that statement will be furnished to you or, in the event of your death or incapacity, to your eligible survivor or personal representative.

A statement will not be contested after the amount of insurance has been in force, before the contest, for at least two years during your lifetime.

We will use only statements made in a signed application as a basis for doing this.

If the Contract Holder gives us information about you that is incorrect, we will:

- use the facts to decide whether you have coverage under the plan and in what amounts; and
- make a fair adjustment of the premium.

## CERTIFICATE ENDORSEMENT TO GROUP CONTRACT

**Group Contract No.:** G-71748-DC

**Effective Date:** December 1, 2024

**Covered Classes:** All eligible actively working Full-time Pilots who are full dues paying Members of the IBT employed under a Teamsters' collectively bargained contract.

This certificate endorsement is attached to and made part of the Group Contract.

Your Group Insurance Certificate Short Term Disability Coverage and Long-Term Disability Coverage is changed as follows:

- The first bulleted item in the **BENEFIT INFORMATION** section titled **How Does Prudential Define Disability** is replaced with the following:
  - you are unable to perform the majority of the ***material and substantial duties*** of your ***regular occupation*** for any Employer in your local economy due to your ***sickness or injury***;
- The first bulleted item following "After the elimination period, you are disabled when Prudential determines that:" is replaced as follows:
  - You are unable to perform the majority of the material and substantial duties of your regular occupation for any Employer in your local economy due to your sickness or injury;
- The sentence that reads, "The loss of a professional or occupational license or certification does not, in itself, constitute disability" is replaced with the following:

If an occupation requires a license or medical qualification, you will be considered disabled if, on account of such sickness or injury, you are unable to maintain an active license or certification of medical qualification under the applicable state or federal governing body rules or as adopted by the Employer for the occupation. However, the fact that you lose a license for any reason will not, in itself, constitute disability. All other provisions in your Group Insurance Certificate remain unchanged.

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**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**  
Margaret M. Foran  
Secretary

# Short Term Disability Coverage

## BENEFIT INFORMATION

### How Does Prudential Define Disability?

You are disabled when Prudential determines that:

- you are unable to perform the majority of the ***material and substantial duties*** of your ***regular occupation*** for any employer in your local economy due to your ***sickness*** or ***injury***;
- you are under the ***regular care*** of a ***doctor***; and
- you have a 20% or more loss in ***weekly earnings*** due to the same sickness or injury.

If an occupation requires a license or medical qualification, you will be considered disabled if, on account of such sickness or injury, you are unable to maintain a certification of medical qualification under the applicable state governing body rules or as adopted by the employer for the occupation. However, the fact that you lose a license for any reason will not, in itself, constitute disability. All other provisions in your Group Insurance Certificate remain unchanged.

Prudential will assess your ability to work and the extent to which you are able to work by considering the facts and opinions from:

- your doctors; and
- doctors, other medical practitioners or vocational experts of our choice.

When we may require you to be examined by doctors, other medical practitioners or vocational experts of our choice, Prudential will pay for these examinations. We can require examinations as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Prudential Representative. Refusal to be examined or interviewed may result in denial or termination of your claim.

***Material and substantial duties*** means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified.

***Regular occupation*** means the occupation you are routinely performing when your disability begins. Prudential will look at your occupation as it is normally performed instead of how the work tasks are performed for a specific employer or at a specific location.

***Sickness*** means any disorder of your body or mind, but not an injury; pregnancy including abortion, miscarriage or childbirth. Disability must begin while you are covered under the plan.

**Injury** means a bodily injury that:

- is the direct result of an accident;
- is not related to any cause other than the accident; and
- results in immediate disability.

Disability must begin while you are covered under the plan.

**Regular care** means:

- you personally visit a doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for your disabling condition(s) by a doctor whose specialty or experience is the most appropriate for your disabling condition(s), according to generally accepted medical standards.

**Doctor** means a person who is performing tasks that are within the limits of his or her medical license; and

- is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- has a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Prudential will not recognize any relative including, but not limited to, you, your spouse or registered domestic partner, or a child, brother, sister, or parent of you or your spouse or registered domestic partner as a doctor for a claim that you send to us.

**Weekly earnings** means your Pre-disability Earnings.

For Full-time Members, your pre-disability earnings means your gross salary or wages, including eligible bonuses and overtime earned as of last day of Active Work before Disability began. Earnings will be validated through W-2 and/or pay stubs at time of claim.

If you do not have regular work hours, Pre-disability Earnings are based on the greater of the prior year W-2 or last three full months of pay-stubs. A full month is constituted by 100 hours.

If you become disabled while you are on a covered layoff or leave of absence, we will use your weekly earnings from your employer in effect just prior to the date your absence begins.

## How Long Must You Be Disabled Before Your Benefits Begin?

You must be continuously disabled through your **elimination period**. Prudential will treat your disability as continuous if your disability stops for 14 consecutive days or less during the elimination period. The days that you are not disabled will not count toward your elimination period.

Your elimination period for disability due to an accident which begins while you are covered is 14 days; your elimination period for disability due to a sickness which begins while you are covered is 14 days.

**Elimination period** means a period of continuous disability which must be satisfied before you are eligible to receive benefits from Prudential. If you become covered under a group short term disability plan that replaces this plan during your elimination period, your elimination period under this plan will not be met.

## Can You Satisfy Your Elimination Period If You Are Working?

Yes, provided you meet the definition of disability.

## When Will You Begin to Receive Disability Payments?

You will begin to receive payments when we approve your claim, providing the elimination period has been met. We will send you a payment weekly for any period for which Prudential is liable.

## How Much Will Prudential Pay If You Are Disabled and Not Working?

We will follow this process to figure out your **weekly payment**:

1. The **weekly benefit** is \$50 increments with a minimum election of \$100.
2. The **maximum weekly benefit** is \$2,000, not to exceed 60% of your pre-disability earnings.
3. Compare the answer in item 1 with the maximum weekly benefit. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your gross disability payment any **deductible sources of income**.

That amount figured in item 4 is your weekly payment.

Weekly Benefit: Your weekly payment is the least of the following amounts:

1. Your scheduled benefit reduced by the amount of income exceeding 100% of all eligible deductible sources of income.
2. The Maximum Weekly Benefit not reduced by any deductible sources of income.

After the elimination period, if you are disabled for less than 1 week, we will send you 1/7 of your payment for each day of disability.

**Weekly payment** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

**Maximum weekly benefit** means the maximum benefit amount for which you are insured under this plan.

**Gross disability payment** means the benefit amount before Prudential subtracts deductible sources of income and disability earnings.

**Deductible sources of income** means income from deductible sources listed in the plan that you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

## How Much Will Prudential Pay If You Work While You Are Disabled?

We will send you the weekly payment if you are disabled and your weekly **disability earnings**, if any, are less than 20% of your weekly earnings due to the same sickness or injury.

If you are disabled and your weekly disability earnings are from 20% through 80% of your weekly earnings, due to the same sickness or injury, Prudential will figure your payment as follows:

1. Subtract your disability earnings from your weekly earnings.
2. Divide the answer in item 1 by your weekly earnings. This is your percentage of lost earnings.
3. Multiply your weekly payment by the answer in item 2.

This is the amount Prudential will pay you each week.

Prudential may require you to send proof of your weekly disability earnings on a weekly basis. We will adjust your payment based on your weekly disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records, including copies of your IRS federal income tax return, W-2's and 1099's, which we believe are necessary to substantiate your income.

We will not pay you for any week during which disability earnings exceed 80% of weekly earnings.

**Disability earnings** means the earnings which you receive while you are disabled and working, plus the earnings you could receive if you were working to the greatest extent possible. This would be the greatest extent of work, based on your restrictions and limitations, that you are able to do in your regular occupation, that is reasonably available. Salary continuance paid to supplement your disability earnings will not be considered payment for work performed.

## What Happens If Your Disability Earnings Fluctuate?

If your disability earnings are expected to fluctuate widely from week to week, Prudential may average your disability earnings over the most recent 3 weeks to determine if your claim should continue subject to all other terms and conditions in the plan.

If Prudential averages your disability earnings, we will terminate your claim if the average of your disability earnings from the last 3 weeks exceeds 80% of weekly earnings.

We will not pay you for any week during which disability earnings exceed 80% of weekly earnings.

## What Are Deductible Sources of Income?

Prudential will deduct from your gross disability payment the following deductible sources of income:

1. The amount that you receive or are eligible to receive as payment due to your disability under any:
  - state or public Employee retirement or Disability Plan, including State Teachers Retirement System (STRS), Public Employee Retirement System (PERS) or Federal Employee Retirement System (FERS). You must apply for such benefits through the highest appeal level that is applicable to such benefits and available under the Plan; or
  - pension or disability plan of any other nation or political subdivision thereof;
  - automobile liability insurance policy required by **law**.
  - state compulsory benefit **act** or **law**.
2. The amount of loss of time benefits that you receive under any **salary continuation or accumulated sick leave**.
3. The amount that you receive or are eligible to receive as payments due to your disability from working for an employer under a Teamsters Collective Bargaining Contract while disabled. This includes but is not limited to salary, commissions, overtime pay, bonus or other extra pay arrangements from any source.
4. The amount that you receive or are eligible to receive as payment due to your disability income benefit under any other group plan provided by the Teamsters or the employer.
5. The amount that you receive or are entitled to receive from working for oneself or an employer NOT under a Teamsters Collective Bargaining Contract while disabled, that was NOT being received prior to becoming disabled.
6. The amount income received from working for oneself or an employer NOT under a Teamsters Collective Bargaining Contract while disabled, that was NOT being received prior to becoming disabled.
7. The amount that you receive or are entitled to receive under any unemployment income **act** or **law** due to the end of employment with your employer.

8. The amount that you:

- (a) receive as disability payments under your employer's **retirement plan**;
- (b) voluntarily elect to receive as retirement or early retirement payments under your employer's retirement plan; or
- (c) receive as retirement payments when you reach normal retirement age, as defined in your employer's retirement plan.

Disability payments under a retirement plan will be those benefits which are paid due to disability and do not reduce the retirement benefits which would have been paid if the disability had not occurred.

Retirement payments will be those benefits which are paid based on your employer's contribution to the retirement plan. Disability benefits which reduce the retirement benefits under the plan will also be considered as a retirement benefit.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. Prudential will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

With the exception of retirement payments, Prudential will only subtract deductible sources of income which are payable as a result of the same disability.

**Law, plan or act** means the original enactment of the law, plan or act and all amendments.

**Retirement plan** means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to members and are not funded entirely by member contributions.

**Salary continuation or accumulated sick leave** means continued payments to you by your employer of all or part of your weekly earnings, after you become disabled as defined by the Group Contract. This continued payment must be part of an established plan maintained by your employer for the benefit of a member covered under the Group Contract. Salary continuation or accumulated sick leave does not include compensation paid to you by your employer for work you actually perform after your disability begins. Such compensation is considered disability earnings, and would be taken into account as such, in calculating your weekly payment.

## What Are Not Deductible Sources of Income?

Prudential will not deduct from your gross disability payment income you receive from, but not limited to, the following sources:

- 401(k) plans;
- profit sharing plans;
- thrift plans;
- tax sheltered annuities;

- stock ownership plans;
- non-qualified plans of deferred compensation;
- pension plans for partners;
- military pension and disability income plans;
- credit disability insurance;
- franchise disability income plans;
- a retirement plan from another employer;
- individual retirement accounts (IRA).

## **What If Subtracting Deductible Sources of Income Results in a Zero Benefit? (Minimum Benefit)**

The minimum weekly payment is \$100.00.

Prudential may apply this amount toward an outstanding overpayment.

## **What Happens When You Receive a Cost of Living Increase from Deductible Sources of Income?**

Once Prudential has subtracted any deductible source of income from your gross disability payment, Prudential will not further reduce your payment due to a cost of living increase from that source.

## **What If Prudential Determines that You May Qualify for Deductible Income Benefits?**

If we determine that you may qualify for benefits under item 1 in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payment by the estimated amount if such benefits have not been awarded.

However, we will NOT reduce your payment by the estimated amount under item 1 in the deductible sources of income section if you:

- apply for the benefits;
- appeal any denial to all administrative levels Prudential feels are necessary; and
- sign Prudential's Reimbursement Agreement form. This form states that you promise to pay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount awarded; or

- that benefits have been denied and all appeals Prudential feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you.

If we determine that you may qualify for benefits under item 3 or 4 in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payment by the estimated amount if such benefits have not been received.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount received; or
- that benefits have been denied. In this case, a lump sum refund of the estimated amount will be made to you.

## **What Happens If You Receive a Lump Sum Payment?**

If you receive a lump sum payment from any deductible source of income, the lump sum will be pro-rated on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of the maximum period of payment.

## **How Long Will Prudential Continue to Send You Payments?**

Prudential will send you a payment weekly up to the ***maximum period of payment***. Your maximum period of payment is 24 weeks during a continuous period of disability.

We will stop sending you payments while you are incarcerated as a result of a conviction.

We will stop sending you payments and your claim will end on the earliest of the following:

1. When you are able to work in your regular occupation on a ***part-time basis*** but you choose not to.
2. The end of the maximum period of payment.
3. The date you are no longer disabled under the terms of the plan.
4. The date you fail to submit proof of continuing disability satisfactory to Prudential.
5. The date your disability earnings exceed the amount allowable under the plan.
6. The date you die.

***Maximum period of payment*** means the longest period of time Prudential will make payments to you for any one period of disability.

***Part-time basis*** means the ability to work and earn between 20% and 80% of your weekly earnings.

## What Disabilities Are Not Covered Under Your Plan?

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- intentionally self-inflicted injuries;
- active participation in a riot;
- commission of a crime for which you have been convicted under state or federal law; or
- ***occupational sickness or injury*** or any disabilities which begin at the same time or after your occupational sickness or injury. However, Prudential will cover disabilities due to occupational sicknesses or injuries for partners or sole proprietors who cannot be covered by workers' compensation law.

Your plan does not cover a disability due to a pre-existing condition.

Your plan does not cover a disability due to war, declared or undeclared, or any act of war.

***Occupational sickness or injury*** means an injury arising out of, or in the course of, any work for wage or profit regardless of employer, or a sickness covered, with respect to such work, by any workers' compensation law, occupational disease law or similar law.

## What Is a Pre-Existing Condition?

You have a pre-existing condition if both 1. and 2. are true:

1. You received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines, or followed treatment recommendation in the 3 months just prior to your effective date of coverage.
2. Your disability begins within 12 months of the date your coverage under the plan becomes effective.

## What Happens If You Return to Work Full Time and You Become Disabled Again?

1. If your current disability is related or due to the same cause(s) as your prior disability for which Prudential made a payment:

Prudential will treat your current disability as part of your prior claim and you will not have to complete another elimination period if you return to active employment/membership for your employer on a full time basis for 90 consecutive days or less. Your disability will be subject to the same terms of the plan as your prior claim.

2. If your current disability is unrelated to your prior disability for which Prudential made a payment:

Prudential will treat your current disability as a new claim and you will have to complete another elimination period. Your disability will be subject to all of the plan provisions.

If you become covered under any other group short term disability plan, you will not be eligible for payments under the Prudential plan.

# Short Term Disability Coverage

## OTHER BENEFIT FEATURES

### What Benefits Will be Provided to Your Family If You Die? (Survivor Benefit)

When Prudential receives proof that you have died, we will pay your ***eligible survivor*** a survivor benefit equal to 3 weeks of your gross disability payment.

The survivor benefit will be paid if, on the date of your death:

- you were disabled; and
- you were receiving or were entitled to receive payments under the plan for at least 15 consecutive days during this period of disability.

If a benefit is payable to a person who is a minor or not capable of giving a valid release for any payment due, Prudential may, at its option, pay the amount payable to that person or to any person or institution that appears to Prudential to have assumed the custody and main support of that person. If any amount is so paid, Prudential will not have to pay that amount again.

If you have no eligible survivors, payment will be made to your estate.

However, we will first apply the survivor benefit to any overpayment which may exist on your claim.

***Eligible survivor*** means your spouse or ***registered domestic partner***, if living; otherwise, your children under age 25.

***Registered domestic partner*** means a person whose domestic partnership with you has been validly registered by the government of the District of Columbia.

# Short Term Disability Coverage

## CLAIM INFORMATION

### When Do You Notify Prudential of a Claim?

We encourage you to notify us of your claim as soon as possible, so that a claim decision can be made in a timely manner. Written notice of a claim should be sent within 30 days after the date your disability begins. However, you must send Prudential written proof of your claim no later than 90 days after your elimination period ends. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

The claim form is available from your Administrator, or you can request a claim form from us. If you do not receive the form from Prudential within 15 days of your request, send Prudential written proof of claim without waiting for the form.

You must notify us immediately when you return to work in any capacity.

### How Do You File a Claim?

You and your Administrator must fill out your own section of the claim form and then give it to your attending doctor. Your doctor should fill out his or her section of the form and send it directly to Prudential.

### What Information Is Needed as Proof of Your Claim?

Your proof of claim, provided at your expense, must show:

- That you are under the ***regular care*** of a ***doctor***.
- Appropriate documentation of your weekly earnings.
- The date your disability began.
- Appropriate documentation of the disabling disorder.
- The extent of your disability, including restrictions and limitations preventing you from performing your regular occupation.
- The name and address of any ***hospital or institution*** where you received treatment, including all attending doctors.
- The name and address of any doctor you have seen.

For your Short Term Disability claim, we may request that you send proof of continuing disability, satisfactory to Prudential, indicating that you are under the regular care of a doctor. In some cases, you will be required to give Prudential authorization to obtain additional medical information, and to provide non-medical information (e.g., copies of your IRS federal income tax return, W-2's and 1099's) as part of your proof of claim, or proof of continuing disability. This proof, provided at your expense, must be received within 30 days of a request by us. Prudential will deny your claim or stop sending you payments if the appropriate information is not submitted.

**Regular care** means:

- you personally visit a doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for your disabling condition(s) by a doctor whose specialty or experience is the most appropriate for your disabling condition(s), according to generally accepted medical standards.

**Doctor** means a person who is performing tasks that are within the limits of his or her medical license; and

- is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- has a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Prudential will not recognize any relative including, but not limited to, you, your spouse or registered domestic partner, or a child, brother, sister, or parent of you or your spouse or registered domestic partner as a doctor for a claim that you send to us.

**Hospital or institution** means an accredited facility licensed to provide care and treatment for the condition causing your disability.

## **Who Will Prudential Make Payments To?**

Prudential will make payments to you.

## **What Happens If Prudential Overpays Your Claim?**

Prudential has the right to recover any overpayments due to:

- fraud;
- any error Prudential makes in processing a claim; and
- your receipt of deductible sources of income.

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Prudential will not recover more money than the amount we paid you.

## **What Are the Time Limits for Legal Proceedings?**

You can start legal action regarding your claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim is required, unless otherwise provided under federal law.

## **How Will Prudential Handle Insurance Fraud?**

Prudential wants to ensure you and your Administrator do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Prudential promises to focus on all means necessary to support fraud detection, investigation and prosecution.

In some jurisdictions, if you knowingly and with intent to defraud Prudential, file an application or a statement of claim containing any materially false information or conceal for the purpose of misleading, information concerning any fact material thereto, you commit a fraudulent insurance act, which is a crime and subjects you to criminal and civil penalties. These actions will result in denial or termination of your claim, and, where such laws apply, are subject to prosecution and punishment to the full extent under any applicable law. Prudential will pursue all appropriate legal remedies in the event of insurance fraud.

# Glossary

**Active employment** means requirement that you be actively at work at your normal place of business or at any other place that you are required to go. You are considered actively at work during a normal vacation if you were actively at work on your last regularly scheduled workday.

**Annual enrollment period** means a period each year when you may enroll for coverage or request a change for the following calendar year. Your Administrator will notify you of when this Annual Enrollment Period begins and ends.

**Contract holder** means the Union to whom the Group Contract is issued, and includes any division, subsidiary or affiliate who is reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

**Covered class** means your class as determined by the Contract Holder. This will be done under the Contract Holder's rules, on dates the Contract Holder 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 plan. "Class" means covered class, benefit class or anything related to work, such as position or earnings, which affects the insurance available. If you are a member of more than one employer included under the Group Contract, for the insurance you will be considered a member of only one of those employers. Your service with the others will be treated as service with that one.

**Deductible sources of income** means income from deductible sources listed in the plan that you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

**Disability earnings** means the earnings which you receive while you are disabled and working, plus the earnings you could receive if you were working to your greatest extent possible as explained in the plan.

Salary continuance paid to supplement your disability earnings will not be considered payment for work performed.

**Doctor** means a person who is performing tasks that are within the limits of his or her medical license; and

- is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- has a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Prudential will not recognize any relative including but not limited to you, your spouse or registered domestic partner, or a child, brother, sister, or parent of you or your spouse or registered domestic partner as a doctor for a claim that you send to us.

**Eligible survivor** means your spouse or registered domestic partner, if living; otherwise, your children under age 25.

**Elimination period (STD)** means a period of continuous disability which must be satisfied before you are eligible to receive benefits from Prudential. If you become covered under a group short term disability plan that replaces this plan during your elimination period, your elimination period under this plan will not be met.

**Gross disability payment** means the benefit amount before Prudential subtracts deductible sources of income and disability earnings.

**Hospital or institution** means an accredited facility licensed to provide care and treatment for the condition causing one's disability.

**Injury** means a bodily injury that:

- is the direct result of an accident;
- is not related to any cause other than the accident; and
- results in immediate disability.

Disability must begin while you are covered under the plan.

**Insured** means any person covered under a coverage.

**Law, plan or act** means the original enactment of the law, plan or act and all amendments.

**Leave of absence** means you are temporarily absent from active employment/membership for a period of time that has been agreed to in advance in writing by your employer, other than for reasons in connection with any severance or termination agreement. Your normal vacation time or any period of disability is not considered a leave of absence.

**Material and substantial duties** means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified.

**Maximum period of payment** means the longest period of time Prudential will make payments to you for any one disability.

**Maximum weekly benefit** means the maximum benefit amount for which you are insured under this plan.

**Member** means a person who is actively working and a full dues paying Member of a Participating Union and meets the eligibility requirements as determined by the Participating Union. The term also applies to that person for any rights after insurance ends.

**Occupational sickness or injury** means an injury arising out of, or in the course of, any work for wage or profit regardless of employer, or a sickness covered, with respect to such work, by any workers' compensation law, occupational disease law or similar law.

**Part-time basis (STD)** means the ability to work and earn between 20% and 80% of your weekly earnings.

**Payable claim** means a claim for which Prudential is liable under the terms of the Group Contract.

**Plan** means a line of coverage under the Group Contract.

**Reduced hours** means you are working less than the number of hours required to be considered in active employment/membership.

**Registered domestic partner** means a person whose domestic partnership with you has been validly registered by the government of the District of Columbia.

**Regular care** means:

- one personally visits a doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat one's disabling condition(s); and
- one is receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for one's disabling condition(s) by a doctor whose specialty or experience is the most appropriate for one's disabling condition(s), according to generally accepted medical standards.

**Regular occupation** means the occupation you are routinely performing when your disability begins. Prudential will look at your occupation as it is normally performed instead of how the work tasks are performed for a specific employer or at a specific location.

**Retirement plan** means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to members and are not funded entirely by member contributions.

**Salary continuation or accumulated sick leave (STD)** means continued payments to you by your employer of all or part of your weekly earnings, after you become disabled as defined by the Group Contract. This continued payment must be part of an established plan maintained by your employer for the benefit of a member covered under the Group Contract. Salary continuation or accumulated sick leave does not include compensation paid to you by your employer for work you actually perform after your disability begins. Such compensation is considered disability earnings, and would be taken into account as such, in calculating your weekly payment.

**Sickness** means any disorder of your body or mind, but not an injury; pregnancy including abortion, miscarriage or childbirth. Disability must begin while you are covered under the plan.

**Temporary layoff** means you are temporarily absent from active employment/membership for a period of time that has been agreed to in advance in writing by your employer, other than for reasons in connection with any severance or termination agreement. Your normal vacation time, any period of disability or FMLA leave is not considered a temporary layoff.

**We, us, and our** means The Prudential Insurance Company of America.

**Weekly earnings** means your gross weekly income from your employer as defined in the plan.

**Weekly payment** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

**You** means a person who is eligible for Prudential coverage.

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

# CLAIMS AND APPEALS

## 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. For all purposes of this Group Contract, the Policyholder acts on its own behalf or as an agent of its Members. Under no circumstances will the Policyholder be deemed the agent of The Prudential Insurance Company of America, absent a written authorization of such status executed between the Policyholder and The Prudential Insurance Company of America. Nothing in these documents shall, of themselves, be deemed to be such written execution.

## 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.

