

International Brotherhood of Teamsters

All Eligible Pilots

**Accidental Death and
Dismemberment Coverage**



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
Prudential Group Life Claim Division
P.O. Box 8517
Philadelphia, PA 19176
1-800-524-0542

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 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

FOR INDIANA RESIDENTS

Questions regarding your policy or coverage should be directed to:

**The Prudential Insurance Company of America
(800) 524-0542**

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.

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 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
Prudential Group Life Claim Division
P.O. Box 8517
Philadelphia, PA 19176
1-800-524-0542**

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

NOTICE FOR TEXAS RESIDENTS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

The Prudential Insurance Company of America

To get information or file a complaint with your insurance company or HMO:

Call: Prudential Life Claim Division

Toll-free: 1-800-524-0542

Mail: P.O. Box 8517, Philadelphia, PA 19176

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 12030, Austin TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

The Prudential Insurance Company of America

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Prudential Life Claim Division

Teléfono gratuito: 1-800-524-0542

Dirección postal: P.O. Box 8517, Philadelphia, PA 19176

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente u na queja en: www.tdi.texas.gov

Correo electrónico:

ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 12030, Austin TX 78711-2030

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Certificate of Coverage

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

Insured Member: 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 Member 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

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.*

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. 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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Schedule of Benefits

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.

Program Date: January 1, 2025. 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.

OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

BENEFIT AMOUNTS UNDER MEMBER INSURANCE:

Amount For Each Benefit Class: An amount equal to the amount for which you are insured under the Optional Member Term Life Coverage under Group Contract G-71748-DC.

BENEFIT AMOUNTS UNDER DEPENDENTS INSURANCE:

Qualified Dependents	Amount of Insurance
On your covered Spouse or Domestic Partner:	An amount equal to the amount for which your Spouse or Domestic Partner is insured under the Optional Dependents Term Life Coverage of Group Contract G-71748-DC.
On each of your covered children:	An amount equal to the amount for which your child(ren) is insured under the Optional Dependents Term Life Coverage of Group Contract G-71748-DC.

OTHER INFORMATION

Contract Holder: INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Group Contract No.: G-71748-DC

Cost of Insurance: The insurance in this Booklet is Contributory Insurance. You will be informed of the amount of your contribution when you enroll.

Prudential's Address:

The Prudential Insurance Company of America
213 Washington Street
Newark, New Jersey 07102

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 Administrator.

Who is Eligible to Become Insured

FOR MEMBER INSURANCE

You are eligible to become insured for Member Insurance while:

- You are actively working full-time and a full dues paying Member of a Participating Union; and
- You are in a Covered Class; and
- You are under age 75.

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.

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

FOR DEPENDENTS INSURANCE

You are eligible to become insured for Dependents Insurance while:

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

Qualified Dependents:

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

- A person who is your Spouse or Domestic Partner prior to their enrollment for Dependents Insurance, and enrolls prior to the Member's attainment of age 75.

Your Spouse means your lawful Spouse.

Your Domestic Partner is a person of the same or opposite sex who:

- (1) Is a person whose domestic partnership with you has been validly registered by the government of the District of Columbia. In addition, government-sanctioned same-sex relationships (other than marriage) validly established under the laws of other jurisdictions that provide substantially all of the rights and benefits of marriage are recognized as domestic partnerships; or
- (2) Is a person of the same or opposite sex who satisfies all of the following:
 - (a) is age 18 or older; and
 - (b) is not related to you by blood or a degree of closeness that would prohibit marriage in the law of the jurisdiction in which you reside; and
 - (c) is mentally competent to consent to contract; and

- (d) is not married to another person under statutory or common law nor in a domestic partnership, registered domestic partnership or civil union with another person; and
- (e) is not otherwise a Qualified Dependent under the Program; and
- (f) is in a single dedicated, serious and committed relationship with you; and
- (g) has shared a single permanent residence with you for at least 12 consecutive months; and
- (h) is financially interdependent with you.

Where requested by Prudential, you and/or your Domestic Partner certify that all of the above requirements are satisfied. Such certification shall be in a format satisfactory to Prudential.

Either a Spouse or a Domestic Partner may be a Qualified Dependent under the Program at any one time, but not both at the same time.

- Your Child(ren) from live birth to 26* years old.

* This age limit will not apply until the October 1 following the date in which your Qualified Dependent Child attains age 26.

Your Child(ren) include your:

- (1) Biologic child(ren);
- (2) Legally adopted children, children placed with you for adoption prior to legal adoption, and each of your stepchildren. 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 was your newborn child;
- (3) Foster children;
- (4) Domestic Partner's children; and
- (5) Child(ren) for whom you, your Spouse or your Domestic Partner
 - (a) have been appointed the legal guardian;
 - (b) claim as a dependent on your, your Spouse's or your Domestic Partner's federal income tax returns.

A Child who is your, your Spouse's or your Domestic Partner's ward under a legal guardianship will be considered a Qualified Dependent from the effective date of court order granting the legal guardianship, and is treated as though the Child was your newborn Child.

- Your Incapacitated Children.

Your Incapacitated Children means each Child (as defined above) who satisfies all of the following:

- (1) Your Child is incapable of self-sustaining employment because of a mental or physical Injury or Illness.

(2) Your Child is so incapacitated before the Child reaches age 26.

You must provide Prudential with satisfactory proof that your Child satisfies the above conditions within 31 days of:

- (1) the covered Child's attainment of the age limit for a Qualified Dependent Child; or
- (2) the date you first become eligible for Coverage with respect to a Child over the age limit for a Qualified Dependent Child.

Periodically, Prudential may request that you provide proof that your Child continues to satisfy the above conditions.

Failure to provide the proof required or requested above will cause your Coverage with respect to that Child to end.

Exceptions:

Your Spouse, Domestic Partner or Child is not your Qualified Dependent while:

- (1) on active duty in the armed forces of any country; or
- (2) insured for accident coverage under the Group Contract as a Member.

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

- (1) the Member who became insured under the Group Contract with respect to the Child, while the Child was a Qualified Dependent of only that Member; and otherwise
- (2) the Member who has the longest continuous membership with the Contract Holder, 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 MEMBER INSURANCE

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

- You have enrolled, if the Coverage is Contributory; and
- You are eligible for Member Insurance; and
- You are in a Covered Class for that 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 Administrator 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.

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 the person 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.
- You are insured for Member Insurance under the Accidental Death and Dismemberment Coverage of the Group Contract, if any.
- Dependents Insurance under that Coverage is part of the Group Contract.

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

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

Change in Family Status: It is important that you inform the Administrator promptly when you first acquire or lose a Qualified Dependent, and when you no longer have a Qualified Dependent. Forms are available for reporting these changes.

Delay of Effective Date

FOR MEMBER INSURANCE

Your Member 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 increase in your insurance that is subject to this section. If you do not meet the Active Work Requirement on the day that an increase would take effect, it will take effect on the day you meet that requirement.

Optional Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENTS

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

A. DEFINITIONS OF LOSS.

Loss means the person's:

- (1) loss of life;
- (2) total and permanent Loss of Sight;
- (3) total and permanent Loss of Speech;
- (4) total and permanent Loss of Hearing;
- (5) permanent loss of arm or leg by severance at or above the elbow or the knee;
- (6) permanent loss of hand or foot by severance at or above the wrist or ankle;
- (7) permanent loss of thumb and index finger of the same hand or permanent loss of four fingers on the same hand by severance at or above the point at which they are attached to the hand;
- (8) permanent loss of all toes on the same foot or the big toe by severance at or above the point at which they are attached to the foot;
- (9) loss due to Quadriplegia, Triplegia, Paraplegia, Hemiplegia or Uniplegia.
- (10) Loss of Use of a hand, foot, arm or leg;
- (11) loss due to Coma.
- (12) loss due to Brain Damage.

Loss of Sight means total and permanent loss of sight. Corrected visual acuity must be 20/200 or worse or the field of vision must be less than 20 degrees.

Loss of Speech means total and permanent loss of speech that continues for at least 12 consecutive months following the Covered Accident.

Loss of Hearing means a hearing loss of greater than 70 decibels at all frequencies or there is less than 50% speech discrimination at 70 decibels on an audiogram.

Quadriplegia means the total and permanent paralysis of both upper and both lower limbs.

Paraplegia means the total and permanent paralysis of both lower limbs.

Hemiplegia means the total and permanent paralysis of the upper and lower limbs on one side of the body.

Triplegia means the total and permanent paralysis of three limbs.

Uniplegia means the total and permanent paralysis of one limb.

Loss of Use means total and permanent loss of function.

Coma means a persistent vegetative state in which there is no response to external stimuli as determined by the person's Doctor.

Brain Damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and Activities of Daily Living. Activities of Daily Living means:

- Bathing - washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower;
- Toileting/Continence - getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene; the ability to maintain control of bowel and bladder function or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag);
- Dressing - putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
- Eating - feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously;
- Transferring - sufficient mobility to move into or out of a bed, chair or wheelchair or to move from place to place, either by walking, using a wheelchair or by other means.

B. 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 due to:
 - (a) 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.

- (b) Brain Damage, that Loss:
- (i) begins within 365 days after the accident;
 - (ii) requires a Hospital Inpatient Stay of more than 31 consecutive days within 365 days after the accident; and
 - (iii) continues for 31 consecutive days.

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

For the purposes of the Coverage:

- (1) Exposure to the Elements will be considered an accidental bodily Injury. Exposure to the Elements means exposure to severe hot or cold weather that results in actual significant physical injury including sun stroke, heat stroke and frostbite.
- (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
Triplegia.....	75
One Arm.....	75
One Leg.....	75
Paraplegia.....	75
Sight of One Eye.....	50
Speech.....	50
Hearing in Both Ears.....	50
One Hand.....	50
One Foot.....	50
Hemiplegia.....	50
Uniplegia.....	50
Thumb and Index Finger of the Same Hand (permanent loss).....	25

Four Fingers of the Same Hand (permanent loss)	25
Hearing in One Ear.....	25
All Toes on One Foot (permanent loss)	13
Big Toe (permanent loss)	5
Loss of Use	25
Coma	the lesser of 2% per month and \$1,000, up to 100 months; after 100 months, a lump sum equal to 100% of the Amount of Insurance minus the amount already paid for Coma.
Brain Damage	the lesser of 2% per month and \$1,000, up to 100 months; after 100 months, a lump sum equal to 100% of the Amount of Insurance minus the amount already paid for Brain Damage.

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.

C. 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) Taking part in any riot or insurrection.
- (7) War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression. Terrorism is not considered an act of war.

Terrorism means the deliberate use of violence or the threat of violence against civilians to create an emotional response through the suffering of victims or to achieve military, political, religious or social objectives.
- (8) 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.
- (9) Commission of or attempt to commit an assault or a felony.

(10) Travel or flight in any vehicle used for aerial navigation, if

- (a) the person is riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.

This includes getting in, out, on or off any such vehicle.

(11) Voluntarily using illegal drugs, intentionally taking over the counter medication not in accordance with recommended dosage and warning instructions, or intentionally misusing prescription drugs.

(12) Being under the influence of alcohol or alcohol intoxication, including but not limited to having a blood alcohol level above the limit for permissible operation of a motor vehicle in the jurisdiction where the Loss occurred, regardless of whether the person: (a) was operating a motor vehicle; and (b) was convicted of an alcohol related offense.

(13) Participation in these hazardous sports: scuba diving; bungee jumping; base jumping; skydiving; ziplining; parachuting; hang gliding; paragliding; paramotoring; parascending; or ballooning.

The Claim Rules apply to the payment of the benefits.

Additional Benefits under Optional Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENTS

A. ADDITIONAL BENEFITS RELATED TO LOSSES.

If a benefit is payable under the Coverage for a Loss an additional benefit may be payable. Any such benefit is payable in addition to any other benefit payable under this Coverage. The additional amount payable for each additional benefit and 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 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, or for acrobatic or stunt driving, or for any illegal purpose.

Additional Amount Payable under this Additional Benefit: An amount equal to the lesser of:

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

If it cannot be determined that the person was wearing a Seat Belt at the time of the Accident, a benefit of \$1,000 will be paid.

(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, or for acrobatic or stunt driving, or for any illegal purpose.

Additional Amount Payable under this Additional Benefit: An amount equal to the lesser of:

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

(3) Additional Benefit for Tuition Reimbursement for Your Dependent Spouse or Domestic Partner:

This additional benefit for Tuition reimbursement for your dependent Spouse or Domestic Partner only applies if you suffer a Loss of life.

This additional benefit is payable for the person who:

- (a) is your Spouse or Domestic Partner on the date of your death; and
- (b) enrolls in any professional or trades program within 12 months after the date of your death for the purposes of obtaining an independent source of support or enriching that Spouse's or Domestic Partner's ability to earn a living.

Proof of enrollment must be given to Prudential.

Additional Amount Payable under this Additional Benefit: An amount equal to the least of:

- (1) the actual annual tuition charged for the program;
- (2) 10% of your Amount of Insurance; and
- (3) \$10,000.

This benefit is payable annually for up to 2 consecutive years.

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

(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 or Domestic Partner suffers a Loss of life. Date of death, as used below, refers to your or your Spouse's or Domestic Partner'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 26 who:

- (a) wholly depends on you for support and maintenance on the date of death; and
- (b) is enrolled as a full-time student in a School on the date of death; or
- (c) is at the 12th grade level 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.

Additional Amount Payable under this Additional Benefit: An amount equal to the least of:

- (1) the actual annual Tuition, exclusive of room and board, books and fees, 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 26.

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

(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 or Domestic Partner suffers a Loss of life. Date of death, as used below, refers to your or your Spouse's or Domestic Partner'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 365 days after the date of death.

Proof of enrollment must be given to Prudential.

Additional Amount Payable under this Additional Benefit: 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.

(6) Additional Benefit for Parental Care:

This additional benefit for parental care only applies if you suffer a Loss of life.

This additional benefit is payable for each of your or your dependent Spouse's or Domestic Partner's parents or grandparents, who was or will be claimed as a dependent on your Federal Income Tax return for the Calendar Year before or during which you suffer the Loss of life; and:

- (a) is dependent on you for more than 50% of the cost of: (i) residing in a nursing care facility; (ii) home health care; or (iii) enrollment in a day care program; or
- (b) resides in your home.

Proof of dependency must be given to Prudential.

Additional Amount Payable under this Additional Benefit: An amount equal to the lesser of:

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

(7) Additional Benefit for Hearing Aids and Prosthetic Devices:

This additional benefit for hearing aids and prosthetic devices only applies if the person suffers a Loss that requires the person to use a hearing aid or a Prosthetic Device. It is payable if:

- (a) the hearing aid was obtained within one year of the accident that results in the Loss and was prescribed by a Doctor; or
- (b) the Prosthetic Device was obtained within one year of the Loss and was prescribed by a Doctor.

Additional Amount Payable under this Additional Benefit: An amount equal to the least of:

- (1) the actual cost to the person for the hearing aid or the Prosthetic Device;
- (2) 5% of the Amount of Insurance on the person; and
- (3) \$10,000.

(8) Additional Benefit for Bereavement and Trauma Counseling:

This additional benefit only applies if the person requires Bereavement and Trauma Counseling Sessions because you, your Qualified Dependent Spouse or Domestic Partner or your Qualified Dependent child suffer a Loss. It is payable for Bereavement and Trauma Counseling Sessions that are held within one year after the date of the accident causing the Loss.

Additional Amount Payable under this Additional Benefit: An amount equal to the lesser of:

- (1) the actual cost charged for counseling sessions; and
- (2) \$100.

This benefit is payable for up to 12 sessions per person.

(9) **Additional Benefit for Loss as a Result of Carjacking:**

This additional benefit only applies if the person suffers a Loss that is the result of a Carjacking of an Automobile in which the person is driving or riding.

Additional Amount Payable under this Additional Benefit: An amount equal to the lesser of:

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

(10) **Additional Benefit for Home Alteration and Vehicle Modification Expense:**

This additional benefit for Home Alteration and Vehicle Modification Expense only applies once during a person's lifetime. It applies if the person suffers a Loss that requires home alteration or vehicle modification.

Additional Amount Payable under this Additional Benefit: An amount equal to the least of:

- (1) the actual cost charged for the alteration or modification;
- (2) 10% of the Amount of Insurance on the person; and
- (3) \$10,000.

(11) **Additional Benefit for Monthly Mortgage Payment:**

This additional benefit for monthly Mortgage payment only applies if all of these tests are met:

- (a) You suffer an accidental bodily Injury that results in a Loss of life within 365 days of an accident.
- (b) You have a surviving Spouse or Domestic Partner at the time of your death.
- (c) Your surviving Spouse or Domestic Partner is a co-borrower on your Mortgage.
- (d) You have an outstanding balance on your Mortgage at the time of your death.

Your surviving Spouse or Domestic Partner must give Prudential your Mortgage loan number, along with the name and telephone number of your Mortgage company.

Additional Monthly Amount Payable under this Additional Benefit: An amount equal to the lesser of:

- (1) The amount of your monthly Mortgage payment; and
- (2) \$1,500.

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

- (1) Your Spouse or Domestic Partner dies.
- (2) Your Mortgage is paid in full.
- (3) Your house is sold.

(4) The benefit has been paid for 24 consecutive months.

Proof of the amount of monthly mortgage payment must be given to Prudential.

(12) Additional Benefit for Monthly Rehabilitation Expense:

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

- (a) The person suffers a Loss.
- (b) A Doctor determines that rehabilitation is necessary to aid the person in returning to the normal activities of a person of the same age and gender.

Additional Amount Payable under this Additional Benefit: An amount equal to the lesser of:

- (1) 10% of the Amount of Insurance on the person; and
- (2) \$500.

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

- (1) A Doctor determines that the person no longer needs rehabilitation.
- (2) The person fails to furnish any required proof of the person's continuing need for rehabilitation.
- (3) The person fails to submit to a medical exam by Doctors named by Prudential, at Prudential's expense, when and as often as Prudential requires.
- (4) The benefit has been paid for 12 consecutive months.

(13) 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 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.

Additional Amount Payable under this Additional Benefit: An amount equal to the lesser of:

- (1) 100% of the Amount of Insurance on the person; and
- (2) \$500,000.

(14) Additional Benefit for Funeral Expenses:

This additional benefit for Funeral Expenses only applies if the person suffers an accidental bodily Injury that results in a Loss of life within 365 days of an accident.

Additional Amount Payable under this Additional Benefit: An amount equal to the lesser of:

- (a) the amount of the Funeral Expenses;
 - (b) 2.5% of the Amount of Insurance on the person; and
 - (c) \$2,000.
-

Definitions under Optional 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 or replaced by an organization sanctioned by the Automobile's manufacturer; and (3) is not altered after that installation or replacement.

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.

Bereavement and Trauma Counseling Sessions: Sessions with a licensed psychiatrist, licensed psychologist or other medical professional acting within the scope of the license to assist in coping with the Loss and for which a charge is made.

Carjacking: Taking unlawful possession of an Automobile by someone unknown to the person by means of force or threats against the person(s) rightfully occupying such Automobile and for which a police report is on record.

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, limousine 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.

Funeral Expenses: Expenses for services and materials provided by an undertaker, crematorium or funeral home relating to burial of the person and for the purchase of a cemetery plot, tomb or mausoleum for the burial or interment of the deceased, including plaque, tombstone or monument.

Home Alteration and Vehicle Modification Expenses: One-time expenses that are charged for:

- (1) alterations to your residence that are necessary to make the residence accessible and habitable to a person who has suffered a Loss; or
- (2) modifications to a motor vehicle owned or leased by a person that are needed to make such vehicle accessible to or drivable by the person.

Such alteration or modification must be made: because of the Loss; completed by individuals experienced in such alteration or modification; meet appropriate marketing standards; and be in compliance with any applicable laws or regulations of appeal by any appropriate government authority.

The term does not include charges above the norm for similar alterations and modifications in the locality where the charges are incurred.

House: A single family home, a townhouse, a condominium or a cooperative that you own and use as your primary residence. But House does not include an income producing property that is not your primary residence.

Mortgage: A loan that is secured by your House. The term includes any property taxes and insurance that may be included in the monthly payment.

Prosthetic Device: An artificial limb or eye.

Rehabilitation Expense: An expense that a Doctor has determined is needed to enable the injured person to return to the normal activities of a person of the same age and gender. Rehabilitation Expense includes: (1) the expense for treatment by a rehabilitation therapist who is licensed, registered and/or certified to provide such treatment; and (2) the expense of confinement in a health care facility for rehabilitation.

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 or replaced by an organization sanctioned by the Automobile's manufacturer; and is not altered or replaced after that installation; or (2) federally approved, properly installed child safety seat.

Tuition: The charge or fee for instruction, as at a private school, trade school or a college or university. Tuition does not include fees or charges other than for instruction.

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, if there is an assignment, these rules are modified by the Limits on Assignments section.

"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 or Registered Domestic Partner; (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.

If you and a Beneficiary die in the same event and it cannot be determined who died first, the insurance will be payable as if that Beneficiary died before you.

MODE OF SETTLEMENT RULES

The rules in this section apply to Accident Insurance payable on account of a Covered Person's death. But these rules are subject to the Limits on Assignments section.

Insurance payable on account of a Covered Person's death is normally paid to the Beneficiary in one sum. Subject to applicable law, where the amount of the benefit meets Prudential's current minimum requirement, payment in one sum will be made by establishing a retained asset account in the Beneficiary's name, unless the Beneficiary elects another settlement or payment option available at the time of claim, and the benefit distribution will be deemed complete when the account is established. The retained asset account is an interest-bearing draft account backed by the financial strength of Prudential. Funds are held in Prudential's general account or elsewhere as Prudential may direct and an account in the Beneficiary's name is credited interest at a rate set by Prudential's discretion, subject to a minimum rate that will change no more than once every 90 days on advance notice to the Beneficiary. The Beneficiary is provided a draftbook and has immediate access to the entire amount by writing drafts for any amount up to the account balance. The retained asset account is not a bank account and is not insured by the Federal Deposit Insurance Corporation; it is a contractual undertaking between Prudential and the Beneficiary. Further information about the account is provided at the time of claim. Prudential may at its discretion provide other forms of payment in one sum. But another 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 a Covered Person's death, no mode of settlement has been arranged for an amount of the person's Accident 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.

LIMITS ON ASSIGNMENTS

You may assign your insurance under a Coverage. Unless the Schedule of Benefits states otherwise, insurance under any Coverage providing death benefits or periodic benefits on account of disability may be assigned only as a gift assignment. Any rights, benefits or privileges that you have as a Member 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, on the date of that 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.

DEFINITIONS

Active Work Requirement: A requirement that you be actively at work on a full-time basis at your normal place of business or at any other place that you are required you to go. You are considered actively at work during a normal vacation if you were actively at work on your last regularly 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 and may require your direct contribution to the cost of coverage. Non-contributory Insurance premiums are paid by the Contract Holder, usually without direct contribution from you. The rate for Non-contributory insurance may be determined, or in some cases, reduced, in part, based on your contributions for contributory insurance or other benefits offered to you under the Contract Holder benefit plan.

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: A Member who is insured for Member Insurance under that Coverage; a Qualified Dependent for whom a Member 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.

Injury: Injury to the body of a Covered Person.

Member: A person who is actively working full-time who is 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.

Member Insurance: Insurance on the person of a Member.

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.

The Union: Collectively, all Participating Unions included under the Group Contract.

You: A Member.

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 including any requested documentation, such as a death certificate, 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 the period ends.

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 including any requested documentation, such as a death certificate. 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.

To Whom Payable: Benefits are payable to you with these exceptions:

- (1) Benefits for Tuition reimbursement for your surviving Spouse or Domestic Partner will be paid to:
 - (a) your Spouse or Domestic Partner, if living; or
 - (b) your Spouse's or Domestic Partner's estate, if your Spouse or Domestic Partner is not living at the time a benefit is paid.
- (2) Benefits for Tuition reimbursement for your child or child care expenses will be paid to the person or institution appearing to Prudential to have assumed the main support of your dependent children.
- (3) Benefits for parental care expenses will be paid to the person or institution appearing to Prudential to have assumed primary responsibility for parental care expenses.
- (4) Benefits for monthly mortgage payments will be paid to your Spouse or Domestic Partner.
- (5) 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.)

If you and a Beneficiary die in the same event and it cannot be determined who died first, benefits will be payable as if that Beneficiary died before you.
- (6) If you are not living, benefits for a dependent's Losses are payable to your Spouse or Domestic Partner if your Spouse or Domestic Partner is living.
- (7) If neither you nor your Spouse or Domestic Partner is living, then benefits will for a Spouse's or Domestic Partner's Losses will be paid to your Spouse's or Domestic Partner's estate.
- (8) If neither you nor your Spouse or Domestic Partner is living, then benefits for a dependent child's Losses will be paid to the child who suffered the Loss. If that dependent child is not living, the benefits will be paid to the child's estate.

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 a person's statements in contesting an amount of that insurance for which the person is 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 the person's 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 the person; and
 - (b) A copy of that instrument is or has been furnished to the person.
- (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 the person's lifetime.

When Your Insurance Ends

MEMBER AND DEPENDENTS INSURANCE

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

- Your employment/membership or membership ends following attainment of age 80 or for any other reason (see below).
- The part of the Group Contract providing the insurance ends.
- You make a written request to the Contract Holder to end your Member or Dependents Insurance under a Coverage.
- You fail to pay, when due, any contribution required for an insurance of the Group Contract. But, failure to contribute for Dependents Insurance will not cause your Member Insurance to end.
- The insurance is Dependents Insurance under the Accidental Death and Dismemberment Coverage and your Member Insurance under that Coverage ends.

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.) A Spouse or Domestic Partner will cease to be a Qualified Dependent following attainment of age 80 of the Member.

End of Employment/membership: For insurance purposes, your employment/membership will end when you are no longer a full-time Member 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 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.

