LONG BEACH COMMUNITY COLLEGE
Accidental Death and Dismemberment Coverage
Optional Plan
Disclosure Notice

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 CALIFORNIA RESIDENTS

Prudential’s Address:

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

Customer Service Office:

The Prudential Insurance Company of America  
Prudential Group Life Claim Division  
P.O. Box 8517  
Philadelphia, Pennsylvania 19176  
1-800-524-0542

Should you have a dispute concerning your coverage you should contact Prudential first. If the dispute is not resolved, you may contact the California Department of Insurance at the following address and phone number:

California Department of Insurance  
Consumer Services Division  
300 South Spring Street  
Los Angeles, California 90013  
1-800-927-HELP
FOR FLORIDA RESIDENTS

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

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/doi.

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 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 contact the Office of the Commissioner of Insurance 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) 475-1771

Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

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) 475-1771

Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

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.
Certificate of Coverage

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

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

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

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

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

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

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

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

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

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

IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES: There are state-specific requirements that may change the provisions under the Coverage(s) described in this Group Insurance Certificate. If you live in a state that has such requirements, those requirements will apply to your Coverage(s) and are made a part of your Group Insurance Certificate. Prudential has a website that describes these state-specific requirements. You may access the website at www.prudential.com/etonline. When you access the website, you will be asked to enter your state of residence and your Access Code. Your Access Code is 42470.

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

____________________________________
Signature of Employee
# Table of Contents

CERTIFICATE OF COVERAGE .............................................................................................................. 1

FOREWORD ........................................................................................................................................ 2

SCHEDULE OF BENEFITS .................................................................................................................... 4

WHO IS ELIGIBLE TO BECOME INSURED ....................................................................................... 8

WHEN YOU BECOME INSURED ......................................................................................................... 9

DELAY OF EFFECTIVE DATE ........................................................................................................... 10

OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE ................................. 11

ADDITIONAL BENEFITS UNDER OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT
COVERAGE ........................................................................................................................................... 14

DEFINITIONS UNDER OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE17

RIGHT TO ELECT ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE UNDER THE
PORTABILITY PLAN .............................................................................................................................. 19

RIGHT TO ELECT ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE FOR YOUR
DEPENDENTS UNDER THE PORTABILITY PLAN ............................................................................... 21

GENERAL INFORMATION ................................................................................................................ 23

WHEN YOUR INSURANCE ENDS ....................................................................................................... 28
Schedule of Benefits

**Covered Classes:** The “Covered Classes” are these Employees of the Contract Holder (and its Associated Companies): All Full-time Employees.

**Program Date:** July 1, 2013. 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 EMPLOYEE INSURANCE:**

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

**Amount For Each Benefit Class:**

<table>
<thead>
<tr>
<th>Benefit Classes</th>
<th>Amount of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Employees</td>
<td>$1,000</td>
</tr>
<tr>
<td>Option 1</td>
<td>Any multiple of $10,000, plus $1,000.</td>
</tr>
</tbody>
</table>
| Option 2          | But if you elect a multiple in excess of $250,000, the Maximum Amount is the lesser of (1) and (2):
|                   | (1) 10 times your annual Earnings, plus $1,000.             |
|                   | (2) $501,000.                                               |

The Definitions section explains what “Earnings” means.

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

The change will take effect on the date determined in (a) or (b) unless deferred under (c).

(a) The change date will be the date of your request if these conditions are then met:

(1) You are insured for the maximum amount that applies to your annual Earnings under the Maximum Amount above and your Earnings change so that a different maximum applies; and

(2) You make the request on the date your annual Earnings change or within the next 31 days.
(b) If the change date is not determined under (a), it will be the date of your request if that date is a Contract Anniversary. If that date is not a Contract Anniversary, it will take effect on the next Contract Anniversary.

(c) If you are not meeting the Active Work Requirement when your amount of insurance would be increased, that increase will be deferred until the date you meet that requirement.

**Amount Limit Due to Age:** When you are age 70 or more, your amount of insurance is limited. It is 50% of the amount for which you would then be insured if there were no limitation.

The Limited Percent for an Age takes effect on the day you become insured if you are then that Age.

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

**BENEFIT AMOUNTS UNDER DEPENDENTS INSURANCE:**

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

<table>
<thead>
<tr>
<th>Persons who are your Qualified Dependents</th>
<th>Amount of insurance on each Qualified Dependent, as a percent of your Employee Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your spouse or Registered Domestic Partner only</td>
<td>60% on your spouse or Registered Domestic Partner</td>
</tr>
<tr>
<td>Your child(ren) only</td>
<td>25% on each child**</td>
</tr>
<tr>
<td>Your spouse or Registered Domestic Partner and child(ren)</td>
<td>50% on your spouse or Registered Domestic Partner; and 10% on each child**</td>
</tr>
</tbody>
</table>

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

**Amount Limit Due to Age:** When you are age 70 or more, your spouse’s or Registered Domestic Partner’s amount of insurance is limited. It is 50% of the amount for which your spouse or Registered Domestic Partner would then be insured if there were no limitation.

The Limited Percent for an Age takes effect on the day you become insured if you are then that Age.

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

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

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

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

(1) 10% of the Amount of Insurance on the person; and

(2) $25,000.

**Additional Amount Payable for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag:** An amount equal to 10% of the Amount of Insurance on the person.
**Additional Amount Payable for Tuition Reimbursement for Your Dependent Spouse or Registered Domestic Partner:** An amount equal to the lesser of:

1. 5% of your Amount of Insurance; and
2. $5,000.

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

1. 5% of the Amount of Insurance on the person; and
2. $5,000.

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

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

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

1. 5% of the Amount of Insurance on the person; and
2. $5,000.

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

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

**Additional Amount Payable for Your Child’s Loss:** An amount equal to 100% of the amount payable for the one largest amount to which the child is entitled.

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

1. 25% of the Amount of Insurance on the person; and
2. $25,000.

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

1. Benefits for tuition reimbursement for your spouse or Registered Domestic Partner will be paid to:
   (a) your spouse or Registered Domestic Partner, if living; or
   (b) your spouse's or Registered Domestic Partner's estate.

2. Benefits for child care expenses or tuition reimbursement for your dependent children will be paid to the person or institution appearing to Prudential to have assumed the main support of the children.

3. 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.)
(4) If you are not living, benefits for a dependent's Losses are payable to the dependent who suffered the Loss. If that dependent is not living, the benefits will be paid to that dependent's estate.

OTHER INFORMATION

Contract Holder: LONG BEACH COMMUNITY COLLEGE

Group Contract No.: AG-42470-CA

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

Contract Anniversary: November 1 of each year, beginning in 2006.

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
80 Livingston Avenue
Roseland, New Jersey 07068

WHEN YOU HAVE A CLAIM

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

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

____________________
Who is Eligible to Become Insured

FOR EMPLOYEE INSURANCE

You are eligible to become insured for Employee Insurance while:

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

You are full-time if you are regularly working for the Employer at least the number of hours in the Employer's normal full-time work week for your class.

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

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

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

FOR DEPENDENTS INSURANCE

You are eligible to become insured for Dependents Insurance while:

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

Qualified Dependents:

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

● Your spouse or Registered Domestic Partner.

Your Registered Domestic Partner means a person whose domestic partnership with you has been validly registered by the California Secretary of State; or a person with whom you have established a union other than marriage, recognized under California law as the equivalent of a Registered Domestic Partner.
Either a spouse or a Registered Domestic Partner may be a Qualified Dependent under the Program at any one time, but not both at the same time.

- Your unmarried children from live birth to 25 years old.

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

Exceptions:

(1) Your child who is less than 25 years old is not your Qualified Dependent unless the child wholly depends on you for support and maintenance.

(2) Your spouse, Registered Domestic Partner or child is not your Qualified Dependent while:
   (a) on active duty in the armed forces of any country; or
   (b) insured under the Group Contract as an Employee.

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

(1) the Employee who became insured under the Group Contract with respect to the child, while the child was a Qualified Dependent of only that Employee; and otherwise

(2) the Employee who has the longest continuous service with the Employer, based on the Contract Holder’s records.

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

When You Become Insured

FOR EMPLOYEE INSURANCE

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

- You have enrolled, if the Coverage is Contributory; and
- You are eligible for Employee Insurance; and
- You are in a Covered Class for that insurance; and
- Your insurance is not being delayed under the Delay of Effective Date section below; and
- That Coverage is part of the Group Contract.
For Contributory Insurance, you must enroll on a form approved by Prudential and agree to pay the required contributions. Your Employer will tell you whether contributions are required and the amount of any contribution when you enroll.

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

FOR DEPENDENTS INSURANCE

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

- You have enrolled for Dependents Insurance under the Coverage, if the Coverage is Contributory.
- The person is your Qualified Dependent.
- You are in a Covered Class for that insurance.
- You are insured for Employee Insurance under the optional accident Coverage of the Group Contract, if any.
- Dependents Insurance under that Coverage is part of the Group Contract.

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

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

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

Delay of Effective Date

FOR EMPLOYEE INSURANCE

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

A change in an amount of insurance is not subject to this section.
Optional Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENTS

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

Loss means the person’s:

(1) loss of life.
(2) total and permanent loss of sight.
(3) total and permanent loss of speech.
(4) total and permanent loss of hearing.
(5) loss of hand or foot by severance at or above the wrist or ankle.
(6) loss of thumb and index finger of the same hand by severance at or above the point at which they are attached to the hand.
(7) loss due to Quadriplegia, Paraplegia or Hemiplegia.
(8) loss due to Coma.

A. BENEFITS.

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

(1) The person sustains an accidental bodily Injury while a Covered Person.
(2) The Loss results directly from that Injury and from no other cause.
(3) The person suffers the Loss within 365 days after the accident. But, if the Loss is due to Coma, that Loss:
   (a) begins within 365 days after the accident;
   (b) continues for 31 consecutive days; and
   (c) 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 (b) above.

For the purposes of the Coverage:

(1) Exposure to the elements will be considered an accidental bodily Injury.
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.

<table>
<thead>
<tr>
<th>Percent of the Person’s Amount of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Loss of or by Reason of:</strong></td>
</tr>
<tr>
<td>Life ...........................................</td>
</tr>
<tr>
<td>Sight of Both Eyes ................................</td>
</tr>
<tr>
<td>Speech and Hearing in Both Ears ..................</td>
</tr>
<tr>
<td>Both Hands ..........................................</td>
</tr>
<tr>
<td>Both Feet ...........................................</td>
</tr>
<tr>
<td>One Hand and One Foot ..................................</td>
</tr>
<tr>
<td>One Hand and Sight of One Eye .......................</td>
</tr>
<tr>
<td>One Foot and Sight of One Eye .......................</td>
</tr>
<tr>
<td>Quadriplegia ........................................</td>
</tr>
<tr>
<td>Paraplegia ...........................................</td>
</tr>
<tr>
<td>Sight of One Eye ....................................</td>
</tr>
<tr>
<td>Speech ..................................................</td>
</tr>
<tr>
<td>Hearing in Both Ears ..................................</td>
</tr>
<tr>
<td>One Hand .............................................</td>
</tr>
<tr>
<td>One Foot ...............................................</td>
</tr>
<tr>
<td>Hemiplegia ............................................</td>
</tr>
<tr>
<td>Thumb and Index Finger of the Same Hand ...............</td>
</tr>
<tr>
<td>Hearing in One Ear ...................................</td>
</tr>
<tr>
<td>Coma .................................................</td>
</tr>
</tbody>
</table>

**B. LOSSES NOT COVERED.**

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

1. Suicide or attempted suicide, while sane or insane.
2. Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.
3. Sickness, whether the Loss results directly or indirectly from the Sickness.
(4) Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.

(5) Any bacterial or viral infection. But, this does not include:
   (a) a pyogenic infection resulting from an accidental cut or wound; or
   (b) a bacterial infection resulting from accidental ingestion of a contaminated substance.

(6) Taking part in any insurrection.

(7) War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression.

(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 any of these apply:
   (a) The person is riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.
   (b) The person is performing as a pilot or a crew member of any aircraft.
   (c) The person is riding as a passenger in an aircraft owned, operated, controlled or leased by or on behalf of the Contract Holder or any of its subsidiaries or affiliates.

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

(11) Except as prescribed by a Doctor, use of: (1) PCP (also known as “Angel Dust”); (2) LSD or other hallucinogens; (3) cocaine, heroin or other narcotics; (4) amphetamines or other stimulants; (5) barbiturates or other sedatives or tranquilizers; or (6) any combination of two or more of these substances.

(12) Any poison or gas voluntarily taken, administered, absorbed, or inhaled (except in the course of employment).

The Claim Rules and the “To Whom Payable” part of the Schedule of Benefits apply to the payment of the benefits.
Additional Benefits under Optional Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENTS

A. ADDITIONAL BENEFITS

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

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

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

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

(a) the person is a driver or passenger in an Automobile;

(b) the person is wearing a Seat Belt in the manner prescribed by the vehicle’s manufacturer; and

(c) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s).

Losses Not Covered under this Additional Benefit: A Loss is not covered under this additional benefit if it results from:

(a) driving or riding in any Automobile used in a race or a speed or endurance test, for acrobatic or stunt driving, or for any illegal purpose; or

(b) an Injury caused, wholly or partly, by riding in an Automobile being operated by another person while that person is legally intoxicated or under the influence of a narcotic.

(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:

(a) driving or riding in any Automobile used in a race or a speed or endurance test, for acrobatic or stunt driving, or for any illegal purpose; or

(b) an Injury caused, wholly or partly, by riding in an Automobile being operated by another person while that person is legally intoxicated or under the influence of a narcotic.

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

This additional benefit for tuition reimbursement for your dependent spouse or Registered 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 Registered 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 Registered Domestic Partner's ability to earn a living. Proof of enrollment must be given to Prudential.

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

This additional benefit for tuition reimbursement for your dependent child only applies once. It applies if either: (a) you suffer a Loss of life; or (b) your Qualified Dependent spouse or Registered Domestic Partner suffers a Loss of life. Date of death, as used below, refers to your or your spouse's or Registered 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 25 who is:

(a) your child who wholly depends on you for support and maintenance on the date of death; and

(b) enrolled as a full-time student in a School on the date of death; or

(c) in the 12th grade on the date of death and becomes a full-time student in a School within 365 days after that date.

Proof of enrollment must be given to Prudential.

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

This additional benefit for child care expenses for your dependent child only applies once. It applies if either: (a) you suffer a Loss of life; or (b) your Qualified Dependent spouse or
Registered Domestic Partner suffers a Loss of life. Date of death, as used below, refers to your or your spouse's or Registered 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 90 days after the date of death.

Proof of enrollment must be given to Prudential.

(6) Additional Benefit for Your Child’s Loss:

This additional benefit for a Qualified Dependent child’s Loss only applies if both of these tests are met:

(a) That Loss is not a Loss of life.  
(b) That child is insured for Dependents Insurance under the Coverage on the date of the accident that results in that Loss.

B. ADDITIONAL BENEFIT FOR CRITICAL BURNS.

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

(1) The person suffers Critical Burns that result in Permanent Disfigurement while a Covered Person under the Coverage.

(2) The provisions of the Losses Not Covered section of the Coverage apply to the cause of the Injury as if it were a Loss.

Benefit Amount Payable for Critical Burns: The additional amount payable is shown in the Schedule of Benefits.
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; and (3) is not altered after that installation.

**Automobile:** A validly registered:

(1) vehicle that may be legally driven with the standard issue class of motor vehicle driver’s license and no additional class of license is necessary to operate this vehicle; or

(2) four wheel, two axle private passenger motor vehicle.

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

**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.

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

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

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

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

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

**School:** An institution of higher learning. The term includes, but is not limited to, a university, college or trade school.
**Seat Belt:** Any: (1) passive restraint device for an adult that meets published federal safety standards, is installed by the Automobile’s manufacturer and is not altered after that installation; or (2) federally approved, properly installed child safety seat.
Right to Elect Accidental Death and Dismemberment Coverage under the Portability Plan

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

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

RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN

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

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

1. Your Optional Accidental Death and Dismemberment Coverage ends for any reason other than:
   (a) your failure to pay, when due, any contribution required for it; or
   (b) the end of your employment on account of your retirement; or
   (c) the end of the Coverage for all Employees when such Coverage is replaced by group accidental death and dismemberment insurance from any carrier for which you are or become eligible within the next 31 days.

2. You meet the Active Work Requirement on the day your insurance ends.

3. You are less than age 80.

4. Your Amount of Insurance is at least $20,000 under the Optional Accidental Death and Dismemberment Coverage on the day your insurance ends.

PORTABILITY APPLICATION PERIOD

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

The Portability Application Period is the 31 day period after your Optional Accidental Death and Dismemberment Coverage ends.
TERMS AND CONDITIONS OF THE PORTABILITY PLAN

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

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

Amount: Not more than your amount of insurance under the Optional Accidental Death and Dismemberment Coverage when your insurance ends, but not less than $20,000.

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

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

**Effective Date:** The day after the Portability Application Period ends.
Right to Elect Accident Coverage for Your Dependents under the Portability Plan

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

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

RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN

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

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

(1) The Optional Accidental Death and Dismemberment Coverage on the dependent ends because your Optional Accidental Death and Dismemberment Coverage for Employees under the Plan ends for any reason other than:

(a) your failure to pay, when due, any contribution required for it; or

(b) the end of your employment on account of your retirement; or

(c) the end of the Optional Accidental Death and Dismemberment Coverage for all Employees when such Coverage is replaced by group accidental death and dismemberment insurance from any carrier for which you are or become eligible within the next 31 days.

(2) You apply and become covered for accidental death and dismemberment coverage under the Portability Plan.

(3) With respect to a dependent spouse or Registered Domestic Partner, that spouse or Registered Domestic Partner is less than age 80.

(4) With respect to a dependent child, that child is:

(a) less than age 19; or

(b) less than age 23 and wholly dependent on you for support and maintenance.

(5) The dependent is covered for Optional Accidental Death and Dismemberment Coverage on the day your Optional Accidental Death and Dismemberment Coverage for Employees ends.

(6) The dependent is not confined for medical care or treatment, at home or elsewhere on the day your Optional Accidental Death and Dismemberment Coverage for Employees ends.
If you die, your spouse or Registered Domestic Partner will have the right to apply for accident coverage under the Portability Plan if that spouse or Registered Domestic Partner meets all of the tests in (3), (5) and (6) above.

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

(1) that spouse or Registered Domestic Partner applies and becomes covered for accident coverage under the Portability Plan; and

(2) that child meets all of the tests in (4), (5) and (6) above.

If you divorce or your Registered Domestic Partner ceases to be a Qualified Dependent, your spouse or Registered Domestic Partner will have the right to apply for accident coverage under the Portability Plan if:

(1) the Optional Accidental Death and Dismemberment Coverage on your spouse or Registered Domestic Partner ends due to divorce or your Registered Domestic Partner ceasing to be a Qualified Dependent; and

(2) that spouse or Registered Domestic Partner is less than age 80; and

(3) that spouse or Registered Domestic Partner is not confined for medical care or treatment, at home or elsewhere on the day the Optional Accidental Death and Dismemberment Coverage on that spouse or Registered Domestic Partner ends.

PORTABILITY APPLICATION PERIOD

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

The Portability Application Period is the 31 day period after the Optional Accidental Death and Dismemberment Coverage on the dependent ends.

TERMS AND CONDITIONS OF THE PORTABILITY PLAN

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

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

**Amount:** Not more than the amount of insurance on the dependent under the Optional Accidental Death and Dismemberment Coverage when that insurance ends.

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

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

BENEFICIARY RULES

The rules in this section apply to insurance payable on account of your death, when the Coverage states that they do. But, 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, the following rules apply to assignments: (1) insurance under any Coverage providing periodic benefits on account of disability or accidental death benefits may be assigned only as a gift assignment; (2) Insurance under any other Coverage providing death benefits may be assigned either as a gift assignment or as a value assignment made in consideration of terminal illness. Any rights, benefits or privileges that you have as an Employee may be assigned. This includes any right you have to choose a Beneficiary or to convert to another contract of insurance. Prudential will not decide if an assignment does what it is intended to do. Prudential will not be held to know that one has been made unless it or a copy is filed with Prudential through the Contract Holder.

This paragraph applies only to insurance for which you have the right to choose a Beneficiary, when that right has been assigned. If an assigned amount of insurance becomes payable on account of your death and, 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 the Employer's place of business or at any other place that the Employer's business requires you to go. You are considered actively at work during 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 require your contributions. Non-contributory Insurance is insurance for which the Contract Holder does not have the right to require your contributions. The Schedule of Benefits shows whether insurance under a Coverage is Contributory Insurance or Non-contributory Insurance.

Coverage: A part of the Booklet consisting of:

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

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

Dependents Insurance: Insurance on the person of a dependent.

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

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

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

Employee Insurance: Insurance on the person of an Employee.

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

Injury: Injury to the body of a Covered Person.

Prudential: The Prudential Insurance Company of America.

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

You: An Employee.
CLAIM RULES

These rules apply to payment of benefits under a Coverage when the Coverage states that they do.

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

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

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

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

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

INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY

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

(1) It will not be used in a contest to avoid or reduce that amount of insurance unless:
   
   (a) It is in a written application signed by you; and
   
   (b) A copy of that application is or has been furnished to you.

(2) It will not be used in the contest after that amount of insurance has been in force, before the contest, for at least two years during your lifetime.

NOT IN PLACE OF WORKERS' COMPENSATION INSURANCE

The Group Contract is not in place of and does not affect any requirement for coverage by Workers' Compensation Insurance.
When Your Insurance Ends

**EMPLOYEE AND DEPENDENTS INSURANCE**

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

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

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

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

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

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

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

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

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

**Continued Accident Insurance After Your Death:** If you suffer an accidental Loss of life for which benefits are payable under the Optional Accidental Death and Dismemberment Coverage of the Group Contract, your Dependents Insurance under that Coverage will be continued after your death. No premiums are required for the continued coverage.
The insurance will be continued from the date it would have ended until the first of these occurs:

- The day 12 months from the date of your death.
- In the case of your Qualified Dependent spouse or Registered Domestic Partner, the day your spouse remarries or your Registered Domestic Partner marries or establishes a new Registered Domestic Partnership.
- In the case of your Qualified Dependent child, the day the child ceases to be a Qualified Dependent under the insurance.
- The part of the Group Contract providing the insurance ends.

All other terms of the Group Contract will apply as if you had not died, except that benefits under the Coverage will be paid to:

(1) your spouse or Registered Domestic Partner, if living; or

(2) your spouse's or Registered Domestic Partner's estate, if your spouse or Registered Domestic Partner is not living but survived your Qualified Dependent children; or

(3) the person or institution appearing to Prudential to have assumed the main support of your Qualified Dependent children, if neither (1) nor (2) applies.

If an amount is so paid, Prudential will not have to pay that part of your insurance again.
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 Employer/Policyholder acts on its own behalf or as an agent of its employees. Under no circumstances will the Employer/Policyholder be deemed the agent of The Prudential Insurance Company of America, absent a written authorization of such status executed between the Employer/Policyholder and The Prudential Insurance Company of America. Nothing in these documents shall, of themselves, be deemed to be such written execution.

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.