

**Leland Stanford
Junior University**

***Faculty and Staff
Member and Sierra
Camp Employees***

Voluntary Accidental Death
and Dismemberment
Coverage



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/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 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.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Employee: The Employee whose signature appears on the Foreword.

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 97179.***

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

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Schedule of Benefits

Covered Classes: The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All Campus or Stanford Linear Accelerator Center faculty or regular staff Employees; and all Employees assigned to Sierra Camp, who are eligible for US benefits.

Program Date: January 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.

VOLUNTARY EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

BENEFIT AMOUNTS:

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

BENEFIT AMOUNTS:

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance
All Employees	100, 200, 300, 400, 500, 600, 700, or 800% of your annual Base Salary. If this amount is not a multiple of \$1,000, it will be rounded to the next higher multiple of \$1,000. Maximum Amount: \$1,500,000.

The Definitions section explains what "Base Salary" means.

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 a Person's Loss of Life as a Result of an Accident in a Four Wheel Vehicle While Using a Seat Belt: An amount equal to the lesser of:

- (1) 10% of the Amount of Insurance on the person; and
- (2) \$50,000 minus any additional amount payable for a Person's Loss of Life as a Result of an Accident in a Four Wheel Vehicle Equipped with a Supplemental Restraint System.

Additional Amount Payable for a Person's Loss of Life as a Result of an Accident in a Four Wheel Vehicle Equipped with a Supplemental Restraint System: An amount equal to the lesser of:

- (1) 5% of the Amount of Insurance on that person; and

- (2) \$50,000 minus any additional amount payable for a Person's Loss of Life as a Result of an Accident in a Four Wheel Vehicle While Using a Seat Belt.

Additional Amount Payable for Your Loss as a Result of Felonious Assault: An amount equal to the lesser of:

- (1) 25% of the amount payable under the Coverage for the Loss that results from a Felonious Assault; and
- (2) \$50,000.

Additional Amount Payable for Tuition Reimbursement for Your Spouse or Domestic Partner: An amount equal to the least of:

- (1) the actual tuition charged for the program;
- (2) 10% of your Amount of Insurance; and
- (3) \$20,000.

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

- (1) the actual annual tuition, exclusive of room and board, charged by the School;
- (2) 10% of your Amount of Insurance; and
- (3) \$20,000.

This benefit is payable annually for up to four consecutive years, but not beyond the date the child reaches age 27.

If there is no dependent child eligible for this benefit, a benefit of \$5,000 will be paid.

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

- (1) the actual cost charged by such Day Care Center per year;
- (2) 5% of your Amount of Insurance; and
- (3) \$7,500.

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

If there is no dependent child eligible for this benefit, a benefit of \$2,500 will be paid.

Additional Benefit for a Person's Loss which requires Rehabilitation: An amount equal to the least of:

- (1) the actual cost of Rehabilitation charges;
- (2) 20% of your Amount of Insurance; and
- (3) \$10,000.

Additional Benefit for Reasonable Accommodation: An amount equal to the lesser of:

- (1) the actual cost of worksite changes; and
- (2) \$2,000.

Additional Amount Payable for Psychological Therapy: An amount equal to the lesser of

- (1) the actual cost for 10 visits up to \$150 per visit; and
- (2) \$1,500.

Additional Monthly Amount Payable for a Person's Hospital Inpatient Stay: An amount equal to 1% of your Amount of Insurance, up to \$2,500, for each month of a Hospital Inpatient Stay, up to the Maximum Benefit Duration for a Hospital Inpatient Stay. But, if the total number of days in that Stay is not evenly divisible by 30, the benefit amount payable for any day that represents only a part of a month will be 1/30 of the full monthly benefit amount.

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

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

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

- (1) Benefits for tuition reimbursement or day care expenses payable on account of your Loss of life 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 but survived your Qualified Dependent children; or
 - (c) the person or institution appearing to Prudential to have assumed the main support of your Qualified Dependent children, if neither (a) nor (b) applies.
- (2) Benefits for Reasonable Accommodation payable on account of your Loss is paid to your Employer.
- (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.)

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE FOR YOUR DEPENDENTS

BENEFIT AMOUNTS:

Under Dependents Insurance:

Amount of Insurance

Your spouse or Domestic Partner

100, 200, 300, or 400% of your annual Base Salary. If this amount is not a multiple of \$1,000, it will be rounded to the next higher multiple of \$1,000.

Maximum Amount: \$250,000.

On each of your covered children 15% of your amount of insurance under Voluntary Accidental Death and Dismemberment Coverage.

Maximum Amount: \$25,000.

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 a Person's Loss of Life as a Result of an Accident in a Four Wheel Vehicle While Using a Seat Belt: An amount equal to the lesser of:

- (1) 10% of the Amount of Insurance on the person; and
- (2) \$50,000 minus any additional amount payable for a Person's Loss of Life as a Result of an Accident in a Four Wheel Vehicle Equipped with a Supplemental Restraint System.

Additional Amount Payable for a Person's Loss of Life as a Result of an Accident in a Four Wheel Vehicle Equipped with a Supplemental Restraint System: An amount equal to the lesser of:

- (1) 5% of the Amount of Insurance on that person; and
- (2) \$50,000 minus any additional amount payable for a Person's Loss of Life as a Result of an Accident in a Four Wheel Vehicle While Using a Seat Belt.

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

- (1) the actual annual tuition, exclusive of room and board, charged by the School;
- (2) 10% of your Amount of Insurance; and
- (3) \$20,000.

This benefit is payable annually for up to four consecutive years, but not beyond the date the child reaches age 27.

If there is no Qualified Dependent child eligible for this benefit, a benefit of \$5,000 will be paid.

Additional Annual Amount Payable for Day Care Expenses for a Dependent Child: An amount equal to the least of:

- (1) the actual cost charged by such Day Care Center per year;
- (2) 5% of your Amount of Insurance; and
- (3) \$7,500.

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

If there is no Qualified Dependent child eligible for this benefit, a benefit of \$2,500 will be paid.

Additional Benefit for a Person's Loss which requires Rehabilitation: An amount equal to the least of:

- (1) the actual cost of Rehabilitation charges;
- (2) 20% of your Amount of Insurance; and
- (3) \$10,000.

Additional Amount Payable for Your Spouse's or Domestic Partner's Loss of Life as a Result of a Common Accident: An amount equal to the difference between:

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

Additional Amount Payable for Your Child's Loss: An amount equal to the amount payable for that child's Loss.

Additional Amount Payable for Psychological Therapy: An amount equal to the lesser of

- (1) the actual cost for 10 visits up to \$150 per visit; and
- (2) \$1,500.

Additional Monthly Amount Payable for a Person's Hospital Inpatient Stay: An amount equal to 1% of your Amount of Insurance, up to \$2,500, for each month of a Hospital Inpatient Stay, up to the Maximum Benefit Duration for a Hospital Inpatient Stay. But, if the total number of days in that Stay is not evenly divisible by 30, the benefit amount payable for any day that represents only a part of a month will be 1/30 of the full monthly benefit amount.

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

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

For the purposes of determining benefits under the Coverage, Amount of Insurance may include any amount payable as shown below.

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

- (1) Benefits for tuition reimbursement or day care expenses payable on account of your Loss of life 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 but survived your Qualified Dependent children; or
 - (c) the person or institution appearing to Prudential to have assumed the main support of your Qualified Dependent children, if neither (a) nor (b) applies.
- (2) Benefits for Reasonable Accommodation payable on account of your Loss is paid to your Employer.
- (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 your dependent's Losses are payable to your spouse or Domestic Partner if your spouse or Domestic Partner is living. If neither you nor your spouse or Domestic Partner is living, then
- (a) benefits for a spouse's or Domestic Partner's Losses will be paid to your spouse's or Domestic Partner's estate;
 - (b) benefits for any other dependent's Losses will be paid 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: LELAND STANFORD JUNIOR UNIVERSITY

Group Contract No.: G-97179

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

Cost of Insurance: 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.

For Sierra Camp Employees, you are an active Employee if you are a regular full-time Employee or a part-time Employee scheduled to work at least 50% of full-time employment.

For all other Employees, you are an active Employee if you are appointed 50% time or more for a period of at least six consecutive months, (four months for Employees are represented by Service Employees International Union (SEIU) Local 715).

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, unless you are legally separated or Domestic Partner.

Your Domestic Partner means either (1) or (2) below:

- (1) a 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.

(2) an individual of the same sex as the Employee who meets the following criteria:

- The individual and the Employee have been living together for at least six months and have an exclusive mutual commitment similar to marriage.
- Domestic Partners do not include roommates, siblings, parents or other blood relationships.

You can enroll only a spouse or Domestic Partner under the Program. No other person shall be considered your Domestic Partner while you have a spouse who is or could be covered as a Qualified Dependent. Immediate notification of termination of any Domestic Partner relationship is required.

- Your children from live birth to 26 years old.

Your children include your legally adopted children, children of a same-sex Domestic Partner, children placed with you for adoption prior to legal adoption, and each of your stepchildren and foster children who and has been reported to the Contract Holder for the insurance. 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 spouse, 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 using a method 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 voluntary accident Coverage of the Group Contract, if any.
- Dependents Insurance under that Coverage is part of the Group Contract. Additionally, a Domestic Partner must complete and file the appropriate certification as required by the Contract Holder.

For Contributory Insurance, you must enroll each Qualified Dependent for whom you wish to be covered using a method 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.

Voluntary Employee Accidental Death and Dismemberment Coverage

FOR YOU

This Coverage pays benefits for accidental Loss.

Loss means the person's:

- (1) loss of life;
- (2) total and permanent loss of sight;
- (3) loss of hand or foot by severance at or above the wrist or ankle;
- (4) total and permanent loss of speech;
- (5) total and permanent loss of hearing in both ears;
- (6) loss of thumb and index finger of the same hand by severance at or above the metacarpophalangeal joint;
- (7) loss due to Quadriplegia, Paraplegia, Hemiplegia, Triplegia or Uniplegia; or
- (8) loss due to Coma; or
- (9) loss due to Brain Damage.

Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs.

Paraplegia means the complete and irreversible paralysis of both lower limbs.

Hemiplegia means the complete and irreversible paralysis of the upper and lower limbs on one side of the body.

Triplegia means the complete and irreversible paralysis of the upper and lower limbs on one side of the body and one limb of the other side of the body.

Uniplegia means the complete and irreversible paralysis of one limb.

Coma means a profound state of unconsciousness from which the person cannot be aroused, even by powerful stimulation, as determined by the person's physician.

Brain Damage means the physical damage to the brain causing inability to perform all of the substantial and material functions and activities normal to everyday life.

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:
 - (a) Quadriplegia, Paraplegia, Hemiplegia, Triplegia, or Uniplegia, the person suffers the Loss within 365 days after the accident.

Any benefit for a Loss due to Quadriplegia, Paraplegia, Hemiplegia, Triplegia or Uniplegia will not begin until the end of the 12 month period after such Loss, provided the Loss is continuous and permanent. If the person dies before all benefits have been paid, the remaining amount payable will be paid in a lump sum.

- (b) Coma, that Loss:
 - (i) begins within 365 days after the accident; and
 - (ii) continues for six consecutive months; and
 - (iii) is total, continuous and permanent at the end of that six month period.

Any benefit for a Loss due to Coma will not begin until the end of the six-month period in (iii) above. If the person dies before all benefits have been paid, the remaining amount payable will be paid in a lump sum.

For the purposes of the Coverage:

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

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

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

	Percent of the Person's Amount of Insurance
Loss of or by Reason of:	
Life	100%
Both Hands	100%
Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and Sight of One Eye	100%
One Foot and Sight of One Eye	100%

Speech and Hearing	100%
Quadriplegia	100%; paid at 1% per month, up to 100 months
Paraplegia.....	75%; paid at 1% per month, up to 100 months
Triplesia	75%; paid at 1% per month, up to 100 months
One arm or one leg.....	70%
One Hand	50%
One Foot.....	50%
Sight of One Eye.....	50%
Speech	50%
Hearing	50%
Brain Damage.....	50%
Hemiplegia.....	50%; paid at 1% per month, up to 100 months
Thumb and Index Finger of the Same Hand	25%
Uniplegia.....	25%; paid at 1% per month, up to 100 months
Coma	1% per month, up to 100 months

Limitation 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.

Optional Settlement: If an amount becomes payable under this Coverage at death, the person to whom it is payable and Prudential may then mutually agree to payment in other than one sum. This may be done only if that person is a natural person taking in that person's own right.

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 while sane or insane.
- (3) Sickness, whether the Loss results directly or indirectly from the Sickness.
- (4) Any 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.
- (5) War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression.

- (6) 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.
- (7) Travel or flight in any vehicle used for aerial navigation. This includes getting in, out, on or off any such vehicle. This (7) applies only if the person is riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.
- (8) Commission of or attempt to commit a felony.
- (9) Being legally intoxicated or under the influence of any narcotic unless administered or consumed on the advice of a Doctor.

C. 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 Limitation Per Accident of those terms. Any such benefit is payable in addition to any other benefit payable under this Coverage. 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 a Four Wheel Vehicle While Using a Seat Belt:

This additional benefit for the person's Loss is payable only 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 a Four Wheel Vehicle; and
- (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).

Four Wheel Vehicle means a vehicle that is:

- (a) duly licensed for passenger use;
- (b) designated primarily for use on public streets and highways; and
- (c) in the list below:
 - (i) a private passenger automobile;
 - (ii) a station wagon;
 - (iii) a van, jeep or truck-type vehicle; or
 - (iv) a self-propelled motor home.

Seat Belt means an unaltered lap restraint or lap and shoulder restraint. It includes a government approved child restraint device when used in accordance to the manufacturer's directions.

Benefit Amount Payable for Loss as a Result of an Accident in a Four Wheel Vehicle While Using a Seat Belt: The additional amount payable is shown in the Schedule of Benefits.

(2) **Additional Benefit for Loss of Life as a Result of an Accident in a Four Wheel Vehicle Equipped with a Supplemental Restraint System:**

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

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

- (a) the person is a driver or passenger in a Four Wheel Vehicle equipped with a factory-installed Supplemental Restraint System; and
- (b) the person is in a seat designed to be protected by an air bag; and
- (c) the person is wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer; and
- (d) 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).

Four Wheel Vehicle means a vehicle that is:

- (a) duly licensed for passenger use;
- (b) designated primarily for use on public streets and highways; and
- (c) in the list below:
 - (i) a private passenger automobile;
 - (ii) a station wagon;
 - (iii) a van, jeep or truck-type vehicle; or
 - (iv) a self-propelled motor home.

Seat Belt means an unaltered lap restraint or lap and shoulder restraint.

Supplemental Restraint System means an air bag system intended to add protection to the head and chest areas.

Benefit Amount Payable for Loss of Life as a Result of an Accident in a Four Wheel Vehicle Equipped with a Supplemental Restraint System: The additional amount payable is shown in the Schedule of Benefits.

(3) **Additional Benefit for Tuition Reimbursement for Your 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.

An additional benefit for tuition reimbursement is payable for your Qualified Dependent spouse or Domestic Partner who:

- (a) must seek income producing employment as a result of your death; and
- (b) enrolls in a school of higher learning for the purpose of preparing for employment within one year after your death. Proof of enrollment must be given to Prudential.

School of higher learning means an educational institution above the 12th grade. It includes, but is not limited to, any state university, private college, or trade school.

Benefit Amount Payable for Tuition Reimbursement for Your Spouse or Domestic Partner: The additional benefit payable is shown in the Schedule of Benefits.

(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 you suffer a Loss of life.

An additional benefit for tuition reimbursement is payable for each dependent child less than age 27 who, on the date of death, is:

- (a) less than age 23; and
- (b) your child who wholly depends on you for support and maintenance; and
- (c) enrolled as a full-time student in a School; or
- (d) in the 12th grade and becomes a full-time student in a School of higher learning within 365 days after that date.

Proof of enrollment must be given to Prudential.

School of higher learning means an educational institution above the 12th grade level, such as a state university, private college or trade school.

Benefit Amount Payable for Tuition Reimbursement for Your Dependent Child: The additional amount payable is shown in the Schedule of Benefits.

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

This additional benefit for day care expenses for your dependent child only applies once. It applies if you suffer a Loss of life.

This additional benefit is payable for each dependent child less than age 7 who:

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

Proof of enrollment must be given to Prudential.

A Day Care Center is a facility which:

- (a) holds a license as a Day Care Center, or is operated by a licensed day care provider, if required; or
- (b) if licensing is not required, operates primarily for the care of children on a daily basis for 12 months a year; and
- (c) is operated in a private home, school or other facility; and
- (d) a charge is customarily made for the care provided.

Benefit Amount Payable for Day Care Expenses for Your Dependent Child: The additional amount payable is shown in the Schedule of Benefits.

(6) Additional Benefit for Your Loss as a Result of Felonious Assault:

This additional benefit for Felonious Assault only applies if, while on business for the Employer, you suffer a Loss that is the result of a Felonious Assault.

Felonious Assault means a Physical Attack by another person resulting in bodily harm to you. But, a Felonious Assault is not:

- (1) a moving violation as defined under the applicable state motor vehicle laws; or
- (2) a Physical Attack by your spouse or Domestic Partner, or a child, brother sister, or parent of you, your spouse or Domestic Partner.

Physical Attack means any willful or unlawful use of force or violence upon you with the intent to cause bodily Injury to you. The Physical Attack must be considered a felony or misdemeanor in the jurisdiction in which it occurs.

Benefit Amount Payable for Your Loss as a Result of Felonious Assault: The additional amount payable is shown in the Schedule of Benefits.

(7) Additional Benefit for a Person's Loss which requires Rehabilitation:

This additional benefit for Rehabilitation only applies if a person suffers a Loss that requires training for a person to return to work, school or become independent and mobile and the person incurs expenses within 2 years of the accident and is receiving benefits under the Coverage.

Benefit Amount Payable for a Person's Loss which requires Rehabilitation: The additional amount payable is shown in the Schedule of Benefits.

(8) Additional Benefit For Reasonable Accommodation:

This additional benefit applies if you suffer a Loss. It is payable to your Employer for the cost of changes made to the work site to assist you in returning to work. Changes must be pre-approved by Prudential. An additional payment will not be payable if there is no cost for making the change or to the extent the cost is paid for by any other plan.

Benefit Amount Payable Reasonable Accommodation: The additional amount payable is shown in the Schedule of Benefits.

(9) **Additional Benefit for Psychological Therapy:**

This additional benefit only applies if the person requires psychological treatment for the emotional effects resulting from a Loss.

Benefit Amount Payable for Psychological Therapy: The additional amount payable is shown in the Schedule of Benefits.

D. ADDITIONAL MONTHLY BENEFIT FOR A HOSPITAL INPATIENT STAY.

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

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

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

Hospital means an institution that meets either of these tests:

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

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

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

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

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

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

This right applies to the Voluntary Employee Accidental Death and Dismemberment Coverage under the Group Contract.

It describes when and how you may become covered for similar coverage under the Portability Plan when your Voluntary Employee 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 Voluntary Employee 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 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 Voluntary Employee Accidental Death and Dismemberment Coverage on the day your insurance ends.
- (5) You apply for term life coverage under the Portability Plan.

PORTABILITY APPLICATION PERIOD

You have the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required to become insured under the Portability Plan. But, if you submit evidence and Prudential decides the evidence is satisfactory, you may have the option to increase your amount of insurance.

The Portability Application Period is the longer of:

- (1) the 31 day period after your Voluntary Employee Accidental Death and Dismemberment Coverage ends; and
- (2) the number of days during which you have the right to apply for the term life coverage under the Portability Plan.

TERMS AND CONDITIONS OF THE PORTABILITY PLAN

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

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

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

But, if you opt to increase the amount of your term life insurance under the Portability Plan, you also have the option to increase your amount of accidental death and dismemberment insurance as follows. If your annual Base Salary is \$20,000 or more, you may opt to increase your amount of insurance by \$20,000 or more, but not more than your annual Base Salary. If your annual Base Salary is less than \$20,000, you may opt to increase your amount of insurance by your annual Base Salary. But, in no event can your amount of accidental death and dismemberment insurance under the Portability Plan exceed your amount of term life insurance under the Portability Plan.

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

Your amount of accidental death and dismemberment insurance under the Portability Plan cannot exceed your amount of term life insurance under the Portability Plan.

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

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

Voluntary Accidental Death and Dismemberment Coverage

FOR YOUR DEPENDENTS

This Coverage pays benefits for accidental Loss.

Loss means the person's:

- (1) loss of life;
- (2) total and permanent loss of sight;
- (3) loss of hand or foot by severance at or above the wrist or ankle;
- (4) total and permanent loss of speech;
- (5) total and permanent loss of hearing in both ears;
- (6) loss of thumb and index finger of the same hand by severance at or above the metacarpophalangeal joint;
- (7) loss due to Quadriplegia, Paraplegia, Hemiplegia, Triplegia or Uniplegia; or
- (8) loss due to Coma; or
- (9) loss due to Brain Damage.

Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs.

Paraplegia means the complete and irreversible paralysis of both lower limbs.

Hemiplegia means the complete and irreversible paralysis of the upper and lower limbs on one side of the body.

Triplegia means the complete and irreversible paralysis of the upper and lower limbs on one side of the body and one limb of the other side of the body.

Uniplegia means the complete and irreversible paralysis of one limb.

Coma means a profound state of unconsciousness from which the person cannot be aroused, even by powerful stimulation, as determined by the person's physician.

Brain Damage means the physical damage to the brain causing inability to perform all of the substantial and material functions and activities normal to everyday life.

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:
 - (a) Quadriplegia, Paraplegia, Hemiplegia, Triplegia, or Uniplegia, the person suffers the Loss within 365 days after the accident.

Any benefit for a Loss due to Quadriplegia, Paraplegia, Hemiplegia, Triplegia or Uniplegia will not begin until the end of the 12 month period after such Loss, provided the Loss is continuous and permanent. If the person dies before all benefits have been paid, the remaining amount payable will be paid in a lump sum.

- (b) Coma, that Loss:
 - (i) begins within 365 days after the accident; and
 - (ii) continues for six consecutive months; and
 - (iii) is total, continuous and permanent at the end of that six month period.

Any benefit for a Loss due to Coma will not begin until the end of the six-month period in (iii) above. If the person dies before all benefits have been paid, the remaining amount payable will be paid in a lump sum.

For the purposes of the Coverage:

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

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

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

	Percent of the Person's Amount of Insurance
Loss of or by Reason of:	
Life	100%
Both Hands	100%
Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and Sight of One Eye	100%
One Foot and Sight of One Eye	100%

Speech and Hearing	100%
Quadriplegia	100%; paid at 1% per month, up to 100 months
Paraplegia.....	75%; paid at 1% per month, up to 100 months
Triplesia	75%; paid at 1% per month, up to 100 months
One arm or one leg.....	70%
One Hand	50%
One Foot.....	50%
Sight of One Eye.....	50%
Speech	50%
Hearing	50%
Brain Damage.....	50%
Hemiplegia.....	50%; paid at 1% per month, up to 100 months
Thumb and Index Finger of the Same Hand	25%
Uniplegia.....	25%; paid at 1% per month, up to 100 months
Coma	1% per month, up to 100 months

Limitation 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.

Optional Settlement: If an amount becomes payable under this Coverage at death, the person to whom it is payable and Prudential may then mutually agree to payment in other than one sum. This may be done only if that person is a natural person taking in that person's own right.

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 while sane or insane.
- (3) Sickness, whether the Loss results directly or indirectly from the Sickness.
- (4) Any 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.
- (5) War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression.

- (6) 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.
- (7) Travel or flight in any vehicle used for aerial navigation. This includes getting in, out, on or off any such vehicle. This (7) applies only if the person is riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.
- (8) Commission of or attempt to commit a felony.
- (9) Being legally intoxicated or under the influence of any narcotic unless administered or consumed on the advice of a Doctor.

C. 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 Limitation Per Accident of those terms. Any such benefit is payable in addition to any other benefit payable under this Coverage. 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 a Four Wheel Vehicle While Using a Seat Belt:

This additional benefit for the person's Loss is payable only 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 a Four Wheel Vehicle; and
- (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).

Four Wheel Vehicle means a vehicle that is:

- (a) duly licensed for passenger use;
- (b) designated primarily for use on public streets and highways; and
- (c) in the list below:
 - (i) a private passenger automobile;
 - (ii) a station wagon;
 - (iii) a van, jeep or truck-type vehicle; or
 - (iv) a self-propelled motor home.

Seat Belt means an unaltered lap restraint or lap and shoulder restraint. It includes a government approved child restraint device when used in accordance to the manufacturer's directions.

Benefit Amount Payable for Loss as a Result of an Accident in a Four Wheel Vehicle While Using a Seat Belt: The additional amount payable is shown in the Schedule of Benefits.

(2) **Additional Benefit for Loss of Life as a Result of an Accident in a Four Wheel Vehicle Equipped with a Supplemental Restraint System:**

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

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

- (a) the person is a driver or passenger in a Four Wheel Vehicle equipped with a factory-installed Supplemental Restraint System; and
- (b) the person is in a seat designed to be protected by an air bag; and
- (c) the person is wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer; and
- (d) 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).

Four Wheel Vehicle means a vehicle that is:

- (a) duly licensed for passenger use;
- (b) designated primarily for use on public streets and highways; and
- (c) in the list below:
 - (i) a private passenger automobile;
 - (ii) a station wagon;
 - (iii) a van, jeep or truck-type vehicle; or
 - (iv) a self-propelled motor home.

Seat Belt means an unaltered lap restraint or lap and shoulder restraint.

Supplemental Restraint System means an air bag system intended to add protection to the head and chest areas.

Benefit Amount Payable for Loss of Life as a Result of an Accident in a Four Wheel Vehicle Equipped with a Supplemental Restraint System: The additional amount payable is shown in the Schedule of Benefits.

(3) 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.

An additional benefit for tuition reimbursement is payable for each dependent child less than age 27 who, on the date of death, is:

- (a) less than age 23; and
- (b) your child who wholly depends on you for support and maintenance; and
- (c) enrolled as a full-time student in a School; or
- (d) in the 12th grade and becomes a full-time student in a School of higher learning within 365 days after that date.

Proof of enrollment must be given to Prudential.

School of higher learning means an educational institution above the 12th grade level, such as a state university, private college or trade school.

Benefit Amount Payable for Tuition Reimbursement for Your Dependent Child: The additional amount payable is shown in the Schedule of Benefits.

(4) Additional Benefit for Day Care Expenses for Your Dependent Child:

This additional benefit for day 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, 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 7 who:

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

Proof of enrollment must be given to Prudential.

A Day Care Center is a facility which:

- (a) holds a license as a Day Care Center, or is operated by a licensed day care provider, if required; or
- (b) if licensing is not required, operates primarily for the care of children on a daily basis for 12 months a year; and
- (c) is operated in a private home, school or other facility; and

(d) a charge is customarily made for the care provided.

Benefit Amount Payable for Day Care Expenses for Your Dependent Child: The additional amount payable is shown in the Schedule of Benefits.

(5) **Additional Benefit for a Person's Loss which requires Rehabilitation:**

This additional benefit for Rehabilitation only applies if a person suffers a Loss that requires training for a person to return to work, school or become independent and mobile and the person incurs expenses within 2 years of the accident and is receiving benefits under the Coverage.

Benefit Amount Payable for a Person's Loss which requires Rehabilitation: The additional amount payable is shown in the Schedule of Benefits.

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

This additional benefit for your spouse's or Domestic Partner's Loss of life is payable only if both of these tests are met:

(a) Your Qualified Dependent spouse or Domestic Partner insured for Dependents Insurance under the Coverage on the date of the accident causing your spouse's or Domestic Partner's Loss of life.

(b) You and your spouse or Domestic Partner both suffer a Loss of life as a result of the same accident.

Benefit Amount Payable for Your Spouse's or Domestic Partner's Loss of Life as a Result of a Common Accident: The additional amount payable is shown in the Schedule of Benefits.

(7) **Additional Benefit for Your Child's Loss:**

This additional benefit is payable for a Qualified Dependent child's Loss only if:

(a) that Loss is not a Loss of life; and

(b) that child is insured for Dependents Insurance under the Coverage on the date of the accidental Injury that results in that Loss.

Benefit Amount Payable for Your Child's Loss: The additional amount payable is shown in the Schedule of Benefits.

(8) **Additional Benefit for Psychological Therapy:**

This additional benefit only applies if the person requires psychological treatment for the emotional effects resulting from a Loss.

Benefit Amount Payable for Psychological Therapy: The additional amount payable is shown in the Schedule of Benefits.

D. ADDITIONAL MONTHLY BENEFIT FOR A HOSPITAL INPATIENT STAY.

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

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

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

Hospital means an institution that meets either of these tests:

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

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

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

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

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

Right to Elect Voluntary Accidental Death and Dismemberment Coverage for Your Dependents under the Portability Plan

This right applies to the Voluntary 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 Voluntary 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 accidental death and dismemberment coverage under the Portability Plan for a Qualified Dependent if all of these tests are met:

- (1) The Voluntary Accidental Death and Dismemberment Coverage on the dependent ends because your Voluntary Employee Accidental Death and Dismemberment Coverage 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 the Voluntary Employee Accidental Death and Dismemberment Coverage for all Employees when such Coverage is replaced by group accidental death and dismemberment insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) You apply and become covered for accidental death and dismemberment coverage under the Portability Plan.
- (3) With respect to a dependent spouse, that spouse is less than age 80. With respect to a dependent Domestic Partner, that Domestic Partner is less than age 80 and does not reside in New York.
- (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 Voluntary Accidental Death and Dismemberment Coverage on the day your Voluntary Employee Accidental Death and Dismemberment Coverage ends.

- (6) The dependent is not confined for medical care or treatment, at home or elsewhere on the day your Voluntary Employee Accidental Death and Dismemberment Coverage ends.

If you die or divorce or your Domestic Partner ceases to be a qualified dependent, your spouse or Domestic Partner will have the right to apply for accidental death and dismemberment coverage under the Portability Plan if that spouse or Domestic Partner:

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

If you die, your spouse or Domestic Partner will have the right to apply for accidental death and dismemberment coverage under the Portability Plan for a Qualified Dependent child if:

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

PORTABILITY APPLICATION PERIOD

You have the right to apply for accidental death and dismemberment coverage under the Portability Plan for your dependents during the Portability Application Period. In the case of your death or divorce or your Domestic Partner ceases to be a qualified dependent, your spouse or 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. But, if evidence of insurability is submitted for your spouse or Domestic Partner and Prudential decides the evidence is satisfactory, you or, in the case of your death or divorce or your Domestic Partner ceases to be a qualified dependent, your spouse or Domestic Partner may have the option to increase the amount of insurance for your spouse or Domestic Partner.

The Portability Application Period is the longer of:

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

TERMS AND CONDITIONS OF THE PORTABILITY PLAN

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

Form and Amount: The form of accidental death and dismemberment 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 Voluntary Accidental Death and Dismemberment Coverage when that insurance ends.

But, you or, in the case of your death or divorce or your Domestic Partner ceases to be a qualified dependent, your spouse or Domestic Partner has the option to increase the amount of insurance for your spouse or Domestic Partner, as follows. If your annual Base Salary is \$20,000 or more, you or your spouse or Domestic Partner may opt to increase the amount of insurance by \$20,000 or more, but not more than your annual Base Salary. If your annual Base Salary is less than \$20,000, you or your spouse or Domestic Partner may opt to increase the amount of insurance by the amount of your annual Base Salary.

The maximum amount of insurance for a dependent under the accidental death and dismemberment coverage under the Portability Plan is the lesser of five times your annual Base Salary and \$1,000,000.

The amount of a dependent's accidental death and dismemberment coverage under the Portability Plan cannot exceed that dependent's amount of term life insurance under the Portability Plan.

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

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

General Information

BENEFICIARY RULES

The rules in this section apply to insurance payable on account of your death, when the Coverage states that they do. But, 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 or part-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.

Base Salary:

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

For all other Employees: This is the gross amount of money paid to you by the Employer in cash for performing the duties required of your job. Base Salary is also referred to as "Paid Salary". Bonuses, overtime pay, Earnings for more than 40 hours per week, and all other benefits are not included. Notwithstanding the above, "Appointment Salary" is used in lieu of "Base Salary" for certain faculty Employees as designated by the Employer.

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.

Employee:

For Sierra Camp Employees –

You are eligible to participate in the plan if you are an employee of Stanford University assigned to Sierra Camp and you are a:

- Regular full-time employee, or
- Regular part-time employee who is scheduled to work at least 50% full-time employment (FTE).

The term also applies to that person for any rights after insurance ends.

For all other Employees -

You are eligible to participate in the Educated Choices Program if you are:

- A campus or Stanford Linear Accelerator Center (SLAC) faculty or staff employee; and
- In a position scheduled to last at least six months (four months if you are covered by Service Employees International Union (SEIU) Local 715 collective bargaining agreement) at 50% or more full-time employment (FTE).

You are considered an eligible part-time employee if you work from 50% through 74% FTE. You are an eligible full-time employee if you work 75% or more FTE.

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 voluntary 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 calendar month if you are no longer actively at work 50% of the time or more for periods of six months or longer (four months if covered by the SEIU bargaining agreement) 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 Voluntary Accidental Death and Dismemberment Insurance in the Event of Your Death: This provision applies only to the Voluntary Accidental Death and Dismemberment Coverage of the Group Contract and describes who has the right to continue insurance under the Coverage if the insurance under the Coverage would otherwise have ended.

Each of your Qualified Dependents has the right to continue insurance under the Voluntary Accidental Death and Dismemberment Coverage if your Voluntary Accidental Death and Dismemberment Coverage for the Qualified Dependent would have ended because of your death. The insurance will continue for 12 months after your death.

While the Voluntary Accidental Death and Dismemberment Coverage is continued under this part, all terms of the Group Contract will apply except that for the Voluntary Accidental Death and Dismemberment Coverage part of the Delay of Effective Date Section will not apply.

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.

**This ERISA Statement
is not part of the
Group Insurance Certificate.**

ERISA STATEMENT

Plan Benefits Provided by

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

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

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, including a statement of your right to bring a civil action under section 502(a) of ERISA following your appeals, 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, and your right to bring a civil suit under ERISA.

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.

Rights and Protections

As a participant in this plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all plan participants shall be entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

