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Inframark, LLC

All Active Bridgeport Union Employees

Employee Term Life Coverage

Basic and Optional Plans

Dependents Term Life Coverage

Accidental Death and Dismemberment Coverage

Prudential

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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 COLORADO RESIDENTS

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

FOR FLORIDA RESIDENTS

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

FOR IDAHO RESIDENTS

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

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

1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

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FOR INDIANA RESIDENTS

Questions regarding your policy or coverage should be directed to:

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

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

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

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

Complaints can be filed electronically at www.in.gov/idoi.

FOR MARYLAND RESIDENTS

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

FOR NORTH CAROLINA RESIDENTS

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

FOR TEXAS RESIDENTS

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

FOR VERMONT RESIDENTS

The coverage provided in this certificate is not subject to regulation by the State of Vermont.

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FOR WISCONSIN RESIDENTS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

Prudential's Customer Service Office:

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

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

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

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NOTICE FOR TEXAS RESIDENTS

Have a complaint or need help?

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

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

The Prudential Insurance Company of America
To get information or file a complaint with your insurance company or HMO:

Call: Prudential Life Claim Division
Toll-free: 1-800-524-0542
Mail: P.O. Box 8517, Philadelphia, PA 19176

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 12030, Austin TX 78711-2030

¿Tiene una queja o necesita ayuda?

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

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

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The Prudential Insurance Company of America
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Prudential Life Claim Division
Teléfono gratuito: 1-800-524-0542
Dirección postal: P.O. Box 8517, Philadelphia, PA 19176

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente u na queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 12030, Austin TX 78711-2030

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THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

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

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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 72332.***

If you are unable to access this website, want to receive a printed copy of these requirements or have any questions, call Prudential at 1-877-507-4778.

_____

Signature of Employee

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YOU SHOULD KNOW *that election of the* ***accelerated death benefit option*** *may affect: the amount of death benefits; income tax liability; and entitlements for which you and your family may be eligible. Read these notes carefully:*

Death benefits will be reduced if an accelerated death benefit is paid.

The accelerated death benefit is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If it does qualify, the benefit will be excludable from your income and not subject to federal taxation. Tax laws relating to accelerated death benefits are complex. You should consult a qualified tax advisor about your personal circumstances.

Receipt of an accelerated death benefit may affect your or your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You should consult social service agencies to learn how the accelerated death benefit will affect you and your family's eligibility for public assistance.

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Schedule of Benefits

Covered Classes: The “Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All Active Employees who are covered by a collective bargaining agreement between the Employer and Bridgeport Union.

Program Date: January 1, 2025. This Booklet describes the benefits under the Group Program as of the Program Date.

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

BASIC EMPLOYEE TERM LIFE COVERAGE

BENEFIT AMOUNTS:

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance
All Employees	200% of your annual Earnings. If this amount is not a multiple of $1,000, it will be rounded to the next higher multiple of $1,000. Maximum Amount: $400,000.

The Definitions section explains what “Earnings" means.

Amount Limit Due to Age: When you are age 70 or more, your amount of insurance is limited. It is the Limited Percent (for that Age) of the amount for which you would then be insured if there were no limitation. Each Age and the Limited Percent for that Age are shown below.

Age	Limited Percent
70	65
75 and more	50

If the Limited Percent is not a multiple of $1,000, it will be rounded to the next higher multiple of $1,000.

The Limited Percent for an Age takes effect on the day you become insured if you are then that Age. Otherwise, each Limited Percent for an Age takes effect on the first January 1 that occurs while you are that Age.

If your amount of insurance is reduced by this Limit, you may convert the amount of the reduction to an individual life insurance contract. The same rules and conversion period death benefit apply for that amount as would apply if you had then ceased to be insured under the Group Contract because of your transfer out of a Covered Class.

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Increases and Decreases: You may elect to have your amount of insurance under the Coverage changed within 31 days of a Life Event. You must do this on a form approved by Prudential and agree to make any required contributions.

If you request an increase, the amount of your insurance will be increased on the date of your written request or, if later, when you meet the Active Work Requirement.

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

The "Definitions" section explains what "Life Event" means.

The Delay of Effective Date section does not apply to this Amount Limit Due to Age provision.

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

OPTIONAL EMPLOYEE TERM LIFE COVERAGE

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

BENEFIT AMOUNTS:

Amount For Each Benefit Class:

Benefit Classes	**Amount of Insurance**
All Employees	
Option 1	100% of your annual Earnings.*
Option 2	200% of your annual Earnings.*
Option 3	300% of your annual Earnings.*
Option 4	400% of your annual Earnings.*
Option 5	500% of your annual Earnings.*

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

Maximum Amount: $500,000.

The Definitions section explains what "Earnings" means.

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

If the amount of insurance for your Class and age at any time is more than the Non-medical Limit, you must give evidence of insurability satisfactory to Prudential before the part over the Limit can become effective.

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This requirement applies: when you first become insured; when your Class changes; if you request an increase in your Amount of Insurance; or if the amount for your Class is changed by an amendment to the Group Contract. Even if you are insured for an amount over the Limit, you will still have to meet this evidence requirement before any increase in your amount of insurance can become effective. The amount of your insurance will be increased to the amount for your Class and age when Prudential decides the evidence is satisfactory and you meet the Active Work Requirement.

Non-medical Limit: $250,000. If the Amount Limit for this Coverage applies at any time to your amount of insurance, that Limit will also apply to the Non-medical Limit as if it were an amount of insurance.

The Delay of Effective Date section does not apply to this Non-medical Limit on Amount of Insurance provision.

Note: The Non-medical Limit does not apply to any amount of insurance for which you were insured under another group contract providing employee term life coverage for Employees of the Employer on the day prior to the Program Date.

Increases and Decreases: You may elect to have your amount of insurance under the Coverage changed within 31 days of a Life Event. You must do this on a form approved by Prudential and agree to make any required contributions.

If you request an increase, the amount of your insurance will be increased on the date of your written request or, if later, when you meet the Active Work Requirement. But, if your amount of insurance at any time is over the Non-Medical Limit, you must give evidence of insurability satisfactory to Prudential before the part over the limit can become effective. (See the Non-Medical Limit on Amount of Insurance provision above.)

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

The “Definitions” section explains what “Life Event” means.

Changing Plans at Annual Enrollment:

If you are enrolled for Optional Employee Term Life Coverage and have not previously been declined group insurance coverage by Prudential, you may elect to increase your amount of insurance under Optional Employee Term Life Coverage during an Annual Enrollment Period. You must do this on a form approved by Prudential and agree to make any required contributions. Your ability to increase your amount of insurance under Optional Employee Term Life Coverage is subject to the remainder of this provision and the Group Contract.

Amount of Increase During Annual Enrollment: You may increase your amount of insurance under Optional Employee Term Life Coverage in an amount up to the maximum Annual Increase Amount. However, if your existing amount of insurance under Optional Employee Term Life Coverage plus the Annual Increase Amount exceeds the Non-Medical Limit, any amount of insurance under Optional Employee Term Life Coverage in excess of the Non-Medical Limit requires satisfactory evidence of insurability.

Annual Increase Amount refers to the amount of insurance under Optional Employee Term Life Coverage you may obtain without providing satisfactory evidence of insurability to Prudential. The Annual Increase Amount is available in increments of 100% of your annual Earnings up to a maximum of 100% of your annual Earnings during any Annual Enrollment Period.

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Annual Increase Amount Effective Date: Your Annual Increase Amount will become effective:

(1) If your existing amount of insurance under Optional Employee Term Life Coverage plus the Annual Increase Amount does not exceed the Non-Medical Limit, the Annual Increase Amount will become effective on the date mutually agreed upon by Prudential and the Contract Holder.

(2) If your existing amount of insurance under Optional Employee Term Life Coverage plus the Annual Increase Amount exceeds the Non-Medical Limit,

   (a) The portion of your Optional Employee Term Life, including any Annual Increase Amount, that does not exceed the Non-Medical Limit will become effective on the date mutually agreed upon by Prudential and the Contract Holder, and

   (b) The portion of any Annual Increase Amount in excess of the Non-Medical Limit will become effective on the later of the date:

      (i) Mutually agreed upon by Prudential and the Contract Holder; and

      (ii) Prudential determines that your evidence of insurability is satisfactory.

(3) If your existing amount of insurance under Optional Employee Term Life Coverage exceeds the Non-Medical Limt and you increase your amount of insurance under Optional Employee Term Life Coverage in an amount up to the maximum Annual Increase Amount, then the Annual Increase Amount will become effective on the later of the date:

   (a) Mutually agreed upon by Prudential and the Contract Holder; and

   (b) Prudential determines the evidence of insurability is satisfactory.

The Delay of Effective Date and the Incontestability of Life Insurance sections of this Booklet apply to all Annual Increase Amounts of Optional Employee Term Life Coverage.

The Definitions section of this Booklet explains what “Annual Enrollment Period” means.

Amount Limit Due to Age: When you are age 70 or more, your amount of insurance is limited. It is the Limited Percent (for that Age) of the amount for which you would then be insured if there were no limitation. Each Age and the Limited Percent for that Age are shown below.

Age	**Limited Percent**
70	65
75 and more	50

The Limited Percent for an Age takes effect on the day you become insured if you are then that Age. Otherwise, each Limited Percent for an Age takes effect on the first January 1 that occurs while you are that Age.

If the Limited Percent is not a multiple of $1,000, it will be rounded to the next higher multiple of $1,000.

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If your amount of insurance is reduced by this Limit, you may convert the amount of the reduction to an individual life insurance contract. The same rules and conversion period death benefit apply for that amount as would apply if you had then ceased to be insured under the Group Contract because of your transfer out of a Covered Class.

The Delay of Effective Date section does not apply to this Amount Limit Due to Age provision.

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

OPTIONAL DEPENDENTS TERM LIFE COVERAGE

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

Qualified Dependents Classification	**Amount of Insurance***
Your Spouse or Domestic Partner	Any multiple of $10,000. Maximum Amount: $200,000.
Your Children	
Option 1	$2,500
Option 2	$5,000
Option 3	$10,000
Option 4	$20,000

- During the Life Event enrollment period, the Amount of Insurance for your Children will be $2,500.

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

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

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

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Non-medical Limit: $50,000. If the Amount Limit for this Coverage applies at any time to your Spouse's or Domestic Partner's amount of insurance, that Limit will also apply to the Non-medical Limit as if it were an amount of insurance.

The Delay of Effective Date section does not apply to this Non-medical Limit on Amount of Insurance for Your Spouse or Domestic Partner provision.

Increases and Decreases: You may elect to have the amount of insurance on your dependents changed within 31 days of a Life Event. You must do this on a form approved by Prudential and agree to make any required contributions.

If you request an increase in the amount of insurance on your Spouse or Domestic Partner, the amount of insurance on your Spouse or Domestic Partner will be increased on the date of your written request or, if later, when your Spouse or Domestic Partner is not home or hospital confined for medical care or treatment. But, if the amount of insurance on your Spouse or Domestic Partner at any time is more than the Non-medical Limit, you must give evidence of insurability for your Spouse or Domestic Partner satisfactory to Prudential before the part over the limit can become effective. (See the Non-medical Limit on Amount of Insurance for Your Spouse or Domestic Partner provision above.)

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

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

The “Definitions” section explains what “Life Event” means.

Amount Limit Due to Age: When your Spouse or Domestic Partner is age 70 or more, your Spouse's or Domestic Partner's amount of insurance is limited. It is the Limited Percent (for that Age) of the amount for which your Spouse or Domestic Partner would then be insured if there were no limitation. Each Age and the Limited Percent for that Age are shown below.

Age	**Limited Percent**
70	65
75 and more	50

If the Limited Percent is not a multiple of $1,000, it will be rounded to the next higher multiple of $1,000.

The Limited Percent for an Age takes effect on the day your Spouse or Domestic Partner becomes insured if your Spouse or Domestic Partner is then that Age. Otherwise, each Limited Percent for an Age takes effect on the first January 1 that occurs while your Spouse or Domestic Partner is that Age.

The Delay of Effective Date section does not apply to this Amount Limit Due to Age provision.

If your Spouse's or Domestic Partner's amount of insurance is reduced by this Limit, the amount of the reduction may be converted to an individual life insurance contract. The same rules and conversion period death benefit apply for that amount as would apply if you had then ceased to be insured under the Group Contract because of your transfer out of a Covered Class.

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Effect of Option to Accelerate Payment of Death Benefits for your Spouse or Domestic Partner: The amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Death Benefits with respect to the dependent.

BASIC ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

BENEFIT AMOUNTS UNDER EMPLOYEE INSURANCE:

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

OTHER INFORMATION

Contract Holder: INFRAMARK, LLC

Group Contract No.: G-72332-TX

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

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

Basic Employee Term Life Coverage

Basic Accidental Death and Dismemberment Coverage

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

Prudential's Address:

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

WHEN YOU HAVE A CLAIM

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

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

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Who is Eligible to Become Insured

FOR EMPLOYEE INSURANCE

You are eligible to become insured for Employee Insurance while:

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

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

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

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

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

FOR DEPENDENTS INSURANCE

You are eligible 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:

- A person who is your Spouse or Domestic Partner prior to their enrollment for Dependents Insurance.

  Your Spouse means your lawful Spouse.

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

(1) Satisfies the requirements for being a domestic partner, registered domestic partner or party to a civil union under the law of your jurisdiction of residence; or

(2) Is a person of the same or opposite sex who satisfies all of the following:

(a) is age 18 or older; and

(b) is not related to you by blood or a degree of closeness that would prohibit marriage in the law of the jurisdiction in which you reside; and

(c) is mentally competent to consent to contract; and

(d) is not married to another person under statutory or common law nor in a domestic partnership, registered domestic partnership or civil union with another person; and

(e) is not otherwise a Qualified Dependent under the Program; and

(f) is in a single dedicated, serious and committed relationship with you; and

(g) has shared a single permanent residence with you for at least 12 consecutive months; and

(h) is financially interdependent with you.

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

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

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

Your Child(ren) include your:

(1) Biologic child(ren);

(2) Legally adopted children, children placed with you for adoption prior to legal adoption, and each of your stepchildren. A child placed with you for adoption prior to legal adoption is considered your Qualified Dependent from the date of placement for adoption, and is treated as though the child was your newborn child;

(3) Foster children;

(4) Domestic Partner’s children; and

(5) Child(ren) for whom you, your Spouse or your Domestic Partner

(a) have been appointed the legal guardian;

(b) claim as a dependent on your, your Spouse's or your Domestic Partner's federal income tax returns.

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

- Your Incapacitated Children.

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

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

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

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

  (1) the covered Child's attainment of the age limit for a Qualified Dependent Child; or

  (2) the date you first become eligible for Coverage with respect to a Child over the age limit for a Qualified Dependent Child.

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

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

Exceptions:

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

(1) on active duty in the armed forces of any country; or

(2) insured for life coverage under the Group Contract as an Employee; or

(3) the Spouse, Domestic Partner or Child continues to have life insurance coverage under the Group Contract under a coverage continuation provision such as the Extended Death Benefit and Waiver of Premiums During Total Disability provision of the Employee Term Life Coverage.

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.

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When You Become Insured

FOR EMPLOYEE INSURANCE

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

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

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

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

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

(1) For Contributory Insurance, you enroll more than 31 days after you could first be covered, or more than 31 days after a Life Event.

(2) You enroll after any of your insurance under the Group Contract ends because you did not pay a required contribution.

(3) You wish to become insured for life insurance and have an individual life insurance contract which you obtained by converting your insurance under a Coverage of the Group Contract.

(4) You have not met a previous evidence requirement to become insured under any Prudential group contract for Employees of the Employer.

FOR DEPENDENTS INSURANCE

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

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

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

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

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

When evidence is required: In any of these situations, evidence of insurability must be given for a Qualified Dependent Spouse or Domestic Partner. This requirement will be met when Prudential decides the evidence is satisfactory. Evidence is not required for a Qualified Dependent Child.

(1) For Contributory Insurance, you enroll for Dependents Insurance under a Coverage more than 31 days after you are first eligible for Dependents Insurance, or more than 31 days after a Life Event.

(2) You enroll for Dependents Insurance after any insurance under the Group Contract ends because you did not pay a required contribution.

(3) The Qualified Dependent Spouse or Domestic Partner is a person for whom a previous requirement for evidence of insurability has not been met. The evidence was required for that person to become covered for an insurance, as a dependent or an Employee. That insurance is or was under any Prudential group contract for Employees of the Employer.

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

- No Qualified Dependents.
- Qualified Dependent Spouse or Domestic Partner only.
- Qualified Dependent Spouse or Domestic Partner and Children.
- Qualified Dependent Children only.

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

Forms are available for reporting these changes.

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

FOR DEPENDENTS TERM LIFE COVERAGE

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

Newborn Child Exception: This section does not apply to a Child of yours if the Child is born to you and either:

(1) is your first Qualified Dependent; or

(2) becomes a Qualified Dependent while you are insured for Dependents Insurance under that Coverage for any other Qualified Dependent.

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

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Basic Employee Term Life Coverage

FOR YOU ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

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

B. DEATH BENEFIT DURING CONVERSION PERIOD.

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

(1) within 31 days after you cease to be a Covered Person; and

(2) while entitled (under Section D) to convert your Employee Term Life Insurance under this Coverage to an individual contract.

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

C. EXTENDED DEATH BENEFIT AND WAIVER OF PREMIUMS DURING TOTAL DISABILITY.

If you become Totally Disabled while you are a Covered Person, your death benefit protection will be extended while you are Totally Disabled, and from the date Prudential receives proof as described below, premiums for your Employee Term Life Insurance under this Coverage will be waived while your death benefit protection is extended. The “Extended Death Benefit" is the benefit described in this Section C.

Total Disability: You are “Totally Disabled" when:

(1) You are not working at any job for wage or profit; and

(2) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job for which you are reasonably fitted by your education, training or experience.

If you are less than age 60 when your Total Disability starts, the extension ends one year after your Total Disability started, unless, within that year, you give Prudential written proof that:

(1) You became Totally Disabled while you were a Covered Person; and

(2) You were less than age 60 when your Total Disability started; and

(3) You are still Totally Disabled; and

(4) Your Total Disability has continued for at least 9 months.

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Prudential will then further extend your death benefit protection for successive one year periods. The first of these periods will start on the date Prudential receives this proof. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.

If you die while your death benefit protection is being extended, the Extended Death Benefit is payable when Prudential receives written proof that:

(1) Your Total Disability continued until your death; and

(2) All of the above conditions have been met.

Your extension protection ends if and when:

(1) Your Total Disability ends; or

(2) You reach age 65; or

(3) You fail to furnish any required proof that your Total Disability continues; or

(4) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. Prudential will not require an exam more than once every three months during the first two years and once a year after two full years of this protection.

If your extension protection ends after you have given the first proof of continued Total Disability, you have the same rights and benefits under Sections B and D as if you ceased to be a member of the Covered Classes for the insurance. But this does not apply if you become a Covered Person within 31 days after this protection ends.

Amount of Extended Death Benefit: This amount is determined as if you had remained a Covered Person until death. But it is reduced by any amount payable under Sections A or B above or any Prudential group life insurance that replaces this Coverage for a class of Employees.

Effect of Conversion: An individual contract issued under Section D will be in place of all rights under this Section C. But if you have met all the requirements of this Section C, you can obtain these rights in exchange for all benefits of the individual contract. Premiums paid under the individual contract will be refunded. Your choice of Beneficiary in the individual contract, if different than for this Coverage, will be considered notice of change of Beneficiary for any claim under this Section C.

D. CONVERSION PRIVILEGE.

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

(1) Your employment ends or you transfer out of a Covered Class.

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

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

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

(1) the thirty-first day after you cease to be insured for the Employee Term Life Insurance; and

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

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

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

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

(2) $10,000.

Form: Any form of a life insurance contract that:

(1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and

(2) is one that Prudential usually issues at the age and amount applied for.

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

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

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

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

If Prudential determines that a claim is payable, Prudential will pay that benefit within two months after Prudential receives written proof of death and proof of the interest of the claimant.

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Optional Employee Term Life Coverage

FOR YOU ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

If you die while a Covered Person, the amount of your Employee Term Life Insurance under this Coverage is payable when Prudential receives written proof of death. But, all or part of the death benefit is not payable if it is excluded under Section E.

B. DEATH BENEFIT DURING CONVERSION PERIOD.

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

(1) within 31 days after you cease to be a Covered Person; and

(2) while entitled (under Section D) to convert your Employee Term Life Insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Employee Term Life Insurance under this Coverage you were entitled to convert. It is payable even if you did not apply for conversion. It is payable when Prudential receives written proof of death. But, all or part of the death benefit is not payable if it is excluded under Section E.

C. EXTENDED DEATH BENEFIT AND WAIVER OF PREMIUMS DURING TOTAL DISABILITY.

If you become Totally Disabled while you are a Covered Person, your death benefit protection will be extended while you are Totally Disabled, and from the date Prudential receives proof as described below, premiums for your Employee Term Life Insurance under this Coverage will be waived while your death benefit protection is extended. The “Extended Death Benefit" is the benefit described in this Section C.

Total Disability: You are “Totally Disabled" when:

(1) You are not working at any job for wage or profit; and

(2) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job for which you are reasonably fitted by your education, training or experience.

If you are less than age 60 when your Total Disability starts, the extension ends one year after your Total Disability started, unless, within that year, you give Prudential written proof that:

(1) You became Totally Disabled while you were a Covered Person; and

(2) You were less than age 60 when your Total Disability started; and

(3) You are still Totally Disabled; and

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(4) Your Total Disability has continued for at least 9 months.

Prudential will then further extend your death benefit protection for successive one year periods. The first of these periods will start on the date Prudential receives this proof. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.

If you die while your death benefit protection is being extended, the Extended Death Benefit is payable when Prudential receives written proof that:

(1) Your Total Disability continued until your death; and

(2) All of the above conditions have been met.

But, all or part of the death benefit is not payable if it is excluded under Section E.

Your extension protection ends if and when:

(1) Your Total Disability ends; or

(2) You reach age 65; or

(3) You fail to furnish any required proof that your Total Disability continues; or

(4) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. Prudential will not require an exam more than once every three months during the first two years and once a year after two full years of this protection.

If your extension protection ends after you have given the first proof of continued Total Disability, you have the same rights and benefits under Sections B and D as if you ceased to be a member of the Covered Classes for the insurance. But this does not apply if you become a Covered Person within 31 days after this protection ends.

Amount of Extended Death Benefit: This amount is determined as if you had remained a Covered Person until death. But it is reduced by any amount payable under Sections A or B above or any Prudential group life insurance that replaces this Coverage for a class of Employees.

Effect of Conversion: An individual contract issued under Section D will be in place of all rights under this Section C. But if you have met all the requirements of this Section C, you can obtain these rights in exchange for all benefits of the individual contract. Premiums paid under the individual contract will be refunded. Your choice of Beneficiary in the individual contract, if different than for this Coverage, will be considered notice of change of Beneficiary for any claim under this Section C.

D. CONVERSION PRIVILEGE.

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

(1) Your employment ends or you transfer out of a Covered Class.

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

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

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

(1) the thirty-first day after you cease to be insured for the Employee Term Life Insurance; and

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

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

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

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

(2) $10,000.

Form: Any form of a life insurance contract that:

(1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and

(2) is one that Prudential usually issues at the age and amount applied for.

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

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

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

E. SUICIDE EXCLUSION.

If your death results from or is caused by suicide, while sane or insane:

(1) A death benefit is not payable if you die within two years of the date you became a Covered Person. But, Prudential will refund any premiums paid for your Employee Term Life Insurance under this Coverage.

(2) The amount of any increase in your death benefit is not payable if you die within two years of the date of the increase. But, Prudential will refund any premiums paid for that increase.

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

If Prudential determines that a claim is payable, Prudential will pay that benefit within two months after Prudential receives written proof of death and proof of the interest of the claimant.

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Right to Elect Term Life Coverage under the Portability Plan

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

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

RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN

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

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

(1) Your Employee Term Life Coverage ends for any reason other than:

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

  (b) the end of the Coverage for all Employees when such Coverage is replaced by group life insurance from any carrier for which you are or become eligible within the next 31 days.

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

(3) You are less than age 80.

(4) Your Amount of Insurance is at least $20,000 under the Employee Term Life Coverage on the day your insurance ends.

PORTABILITY APPLICATION PERIOD

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

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

(1) the 31 day period after your Coverage ends; and

(2) the number of days during which you have the right to convert your insurance under the Coverage to an individual life insurance contract as shown in the Coverage.

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EFFECT OF CONVERSION PRIVILEGE

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

(1) You may convert your amount of insurance under the Employee Term Life Coverage in excess of the maximum shown below.

(2) You may convert your insurance if you elected coverage under the Portability Plan, but Prudential decided that your evidence of insurability was not satisfactory.

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

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

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

TERMS AND CONDITIONS OF THE PORTABILITY PLAN

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

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

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

(1) Minimum: The minimum amount of Employee Term Life Coverage that may be ported is $20,000 less the amount ported under the Basic Employee Term Life Coverage.

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

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

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

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Optional Dependents Term Life Coverage

FOR YOUR DEPENDENTS ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

If a dependent dies while a Covered Person, the amount of insurance on that dependent under this Coverage is payable when Prudential receives written proof of death. But, all or part of the death benefit is not payable if it is excluded under Section E.

B. DEATH BENEFIT DURING A CONVERSION PERIOD.

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

(1) within 31 days after ceasing to be a Covered Person; and

(2) while entitled (under Section D) to a conversion of the insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Dependents Term Life Coverage which could have been converted. It is payable even if conversion was not applied for. It is payable when Prudential receives written proof of death. But, all or part of the death benefit is not payable if it is excluded under Section E.

C. DEATH BENEFIT DURING LIFE EVENT ENROLLMENT PERIOD.

A death benefit is payable under this Section C if a Qualified Dependent Child dies:

(1) within 31 days of you becoming eligible to enroll such child due to the following Life Event of birth or adoption of such Child; and

(2) prior to actual enrollment as a Qualified Dependent.

The amount of the benefit is equal to the amount of Dependents Term Life Coverage shown in the Schedule of Benefits for death during a Life Event enrollment period. It is payable when Prudential receives written proof of death even if the Child was not yet enrolled for Coverage. But, all or part of the death benefit is not payable if it is excluded under Section E.

If any premium is due for the Qualified Dependent Child at the time of claim, Prudential will reduce any benefit payable by the amount of such due premium applicable to the Qualified Dependent Child.

D. CONVERSION PRIVILEGE.

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

(1) You fail to make any required contribution for insurance under the Group Contract.

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

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

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

(1) the thirty-first day after you cease to be insured for Dependents Term Life Coverage with respect to the dependent; and

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

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

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

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

(2) $10,000.

Form: Any form of a life insurance contract that:

(1) conforms to Title Vll of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and

(2) is one that Prudential usually issues at the age and amount applied for.

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

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

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

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E. SUICIDE EXCLUSION.

If a Spouse or Domestic Partner death results from or is caused by suicide, while sane or insane:

(1) A death benefit is not payable if the Spouse or Domestic Partner dies within two years of the date the Spouse or Domestic Partner became a Covered Person. But, Prudential will refund any premiums paid for the Spouse or Domestic Partner Term Life Coverage on that Spouse or Domestic Partner.

(2) The amount of any increase in the death benefit with respect to the Spouse or Domestic Partner is not payable if the Spouse or Domestic Partner dies within two years of the date of the increase. But, Prudential will refund any premiums paid for that increase.

Any death benefit provided under a section of this Coverage:

(1) is payable to you. If you are not living at the death of a dependent*, the death benefit is payable to the dependent's estate or, at Prudential's option, to any one or more of these surviving relatives of the dependent: wife; husband; mother; father; children; brothers; sisters.

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

(2) is payable according to that section and these claim rules:

If Prudential determines that a claim is payable, Prudential will pay that benefit within two months after Prudential receives written proof of death and proof of the interest of the claimant.

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Right to Elect Dependents Term Life Coverage under the Portability Plan

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

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

RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN

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

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

(1) The Optional Dependents Term Life Coverage on the dependent ends because your Optional Employee Term Life Coverage ends for any reason other than:

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

  (b) the end of the Optional Employee Term Life Coverage for all Employees when such Coverage is replaced by group life insurance from any carrier for which you are or become eligible within the next 31 days.

(2) You apply and become covered for term life coverage under the Portability Plan.

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

(4) With respect to a dependent child, that child is less than age 26.

(5) The dependent is covered for Optional Dependents Term Life Coverage on the day your Optional Employee Term Life Coverage ends.

(6) The dependent is not confined for medical care or treatment, at home or elsewhere on the day your Optional Employee Term Life Coverage ends.

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

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

(1) that Spouse or Domestic Partner applies and becomes covered under the Portability Plan; and

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

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

(1) the Optional Dependents Term Life Coverage on your Spouse or Domestic Partner ends due to divorce or your Domestic Partner ceasing to be a Qualified Dependent; and

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

(3) that Spouse or Domestic Partner is not confined for medical care or treatment, at home or elsewhere on the day the Optional Dependents Term Life Coverage on that Spouse or Domestic Partner ends.

PORTABILITY APPLICATION PERIOD

You have the right to apply for dependents term life coverage under the Portability Plan for your dependents during the Portability Application Period. In the case of your death or divorce or your Domestic Partner ceasing 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 ceasing to be a Qualified Dependent, your Spouse or Domestic Partner will pay lower premium rates for your Spouse's or Domestic Partner's coverage.

The Portability Application Period is the longer of:

(1) the 31 day period after your Optional Dependents Term Life Coverage ends; and

(2) either:

  (a) the number of days during which you have the right to convert your insurance under the Optional Employee Term Life Coverage to an individual life insurance contract as shown in that Coverage; or

  (b) in the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, the number of days during which your Spouse or Domestic Partner has the right to convert the insurance under the Optional Dependents Term Life Coverage to an individual life insurance contract as shown in that Coverage.

EFFECT OF CONVERSION PRIVILEGE

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

(1) If a dependent's amount of insurance under the Optional Dependents Term Life Coverage exceeds the lesser of 5 times your annual Earnings and $1,000,000, the dependent may convert the excess amount.

(2) A Spouse or Domestic Partner may convert the Dependents Insurance under the Coverage if coverage was elected under the Portability Plan, but Prudential decided that the evidence of insurability for that Spouse or Domestic Partner was not satisfactory.

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

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

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

TERMS AND CONDITIONS OF THE PORTABILITY PLAN

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

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

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

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

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

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

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Basic Accidental Death and Dismemberment Coverage

FOR YOU ONLY

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

A. DEFINITIONS OF LOSS.

Loss means your:

(1) loss of life;

(2) total and permanent Loss of Sight;

(3) total and permanent Loss of Speech;

(4) total and permanent Loss of Hearing;

(5) permanent loss of arm or leg by severance at or above the elbow or the knee;

(6) permanent loss of hand or foot by severance at or above the wrist or ankle;

(7) permanent loss of thumb and index finger of the same hand or permanent loss of four fingers on the same hand by severance at or above the point at which they are attached to the hand;

(8) permanent loss of all toes on the same foot or the big toe by severance at or above the point at which they are attached to the foot;

(9) Loss of Use of hand, foot, arm or leg;

(10) Loss of Use due to Quadriplegia, Triplegia, Paraplegia, Hemiplegia, Diplegia or Uniplegia.

(11) loss due to Coma.

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

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

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

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

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

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

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Triplegia means the total and permanent paralysis of three limbs.

Diplegia means the total and permanent paralysis of corresponding parts on both sides of the body.

Uniplegia means the total and permanent paralysis of one limb.

Loss of Use means total and permanent loss of function.

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

B. BENEFITS.

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

(1) You sustain an accidental bodily Injury while a Covered Person.

(2) The Loss results directly from that Injury and from no other cause.

(3) You suffer the Loss within 365 days after the accident. But, if the Loss is due to Coma, that Loss:

(a) begins within 365 days after the accident;

(b) continues for 31 consecutive days; and

(c) is total, continuous and permanent at the end of that 31-day period.

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

For the purposes of the Coverage:

(1) Exposure to the Elements will be considered an accidental bodily Injury. Exposure to the Elements means exposure to severe hot or cold weather that results in actual significant physical injury including sun stroke, heat stroke and frostbite.

(2) It will be presumed that you have suffered a Loss of life if your body has not been found within one year of disappearance, stranding, sinking or wrecking of any vehicle in which you were an occupant.

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

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

Loss of or by Reason of:	Percent of Your Amount of Insurance
Life	100
Sight of Both Eyes	100
Speech and Hearing in Both Ears	100
Both Hands	100
Both Feet	100
One Hand and One Foot	100
One Hand and Sight of One Eye	100

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One Foot and Sight of One Eye	100
Quadriplegia	100
Triplegia	75
One Arm	75
One Leg	75
Paraplegia	75
Sight of One Eye	50
Speech	50
Hearing in Both Ears	50
One Hand	50
One Foot	50
Hemiplegia	50
Diplegia	50
Uniplegia	25
Thumb and Index Finger of the Same Hand (permanent loss)	25
Four Fingers of the Same Hand (permanent loss)	25
Hearing in One Ear	25
Loss of Use	25
All Toes on One Foot (permanent loss)	13
Big Toe (permanent loss)	5
Coma	the lesser of 2% per month and $1,000, up to 100 months, after 100 months a lump sum equal to 100% of the Amount of Insurance minus the amount already paid for Coma

Limit Per Accident:

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

C. LOSSES NOT COVERED.

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

(1) Suicide or attempted suicide, while sane or insane.

(2) Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.

(3) Sickness, whether the Loss results directly or indirectly from the Sickness.

(4) Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.

(5) Any bacterial or viral infection. But, this does not include:

(a) a pyogenic infection resulting from an accidental cut or wound; or

(b) a bacterial infection resulting from accidental ingestion of a contaminated substance.

(6) Taking part in any riot or insurrection.

(7) War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression. Terrorism is not considered an act of war.

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Terrorism means the deliberate use of violence or the threat of violence against civilians to create an emotional response through the suffering of victims or to achieve military, political, religious or social objectives.

(8) An accident that occurs while you are serving on full-time active duty for more than 30 days in any armed forces. But this does not include Reserve or National Guard active duty for training.

(9) Commission of or attempt to commit an assault or a felony.

(10) Travel or flight in any vehicle used for aerial navigation, if any of these apply:

(a) you are riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.

(b) you are performing as a pilot or a crew member of any aircraft.

(c) you are riding as a passenger in an aircraft owned, operated, controlled or leased by or on behalf of the Contract Holder or any of its subsidiaries or affiliates.

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

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

(12) Being under the influence of or taking any non-prescription drug, medication, narcotic, stimulant, hallucinogen, barbiturate, amphetamine, gas, fumes or inhalants, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless prescribed by and administered in accordance with the advice of the insured's Doctor.

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

The Claim Rules apply to the payment of the benefits.

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Additional Benefits under Basic Accidental Death and Dismemberment Coverage

FOR YOU ONLY

A. ADDITIONAL BENEFITS RELATED TO LOSSES.

If a benefit is payable under the Coverage for a Loss an additional benefit may be payable. Any such benefit is payable in addition to any other benefit payable under this Coverage. The additional amount payable for each additional benefit and any additional conditions that apply to an additional benefit are shown below. An additional benefit is payable only if those conditions are met.

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

This additional benefit for your Loss of life only applies if you sustain an accidental bodily Injury resulting in the Loss while:

(a) you are a driver or passenger in an Automobile;

(b) you are wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer; and

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

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

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

(1) 10% of your Amount of Insurance; and

(2) $25,000.

If it cannot be determined that you were wearing a Seat Belt at the time of the Accident, a benefit of $5,000 will be paid.

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

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

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

(a) you are a driver or passenger in an Automobile;

(b) you are wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer;

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

(d) the Automobile is equipped with a factory-installed Air Bag; and

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

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

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

(1) 10% of your Amount of Insurance; and

(2) $10,000.

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

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

This additional benefit is payable for the person who:

(a) is your Spouse or Domestic Partner on the date of your death; and

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

Proof of enrollment must be given to Prudential.

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

(1) the actual tuition charged for the program;

(2) 10% of your Amount of Insurance; and

(3) $10,000.

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

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

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

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

This additional benefit is payable for each dependent child less than age 26 who:

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

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

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

Proof of enrollment must be given to Prudential.

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

(1) the actual annual Tuition, exclusive of room and board, books and fees, charged by the School;

(2) 10% of your Amount of Insurance; and

(3) $10,000.

This benefit is payable annually for up to 4 consecutive years, but not beyond the date the child reaches age 26.

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

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

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

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

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

(b) is enrolled at a Child Care Center on the date of your death; or

(c) becomes enrolled at a Child Care Center within 365 days after the date of your death.

Proof of enrollment must be given to Prudential.

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

(1) the actual cost charged by such Child Care Center per year;

(2) 5% of your Amount of Insurance; and

(3) $5,000.

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

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(6) **Additional Benefit for Parental Care:**

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

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

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

(b) resides in your home.

Proof of dependency must be given to Prudential.

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

(a) 5% of your Amount of Insurance; and

(b) $10,000.

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

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

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

(b) the Prosthetic Device was obtained within one year of the Loss and was prescribed by a Doctor.

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

(1) the actual cost to you for the hearing aid or the Prosthetic Device;

(2) 5% of your Amount of Insurance; and

(3) $10,000.

(8) **Additional Benefit for Bereavement and Trauma Counseling:**

This additional benefit only applies if you require Bereavement and Trauma Counseling Sessions because you suffer a Loss. It is payable for Bereavement and Trauma Counseling Sessions that are held within one year after the date of the accident causing the Loss.

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

(1) the actual cost charged for counseling sessions; and

(2) $100.

This benefit is payable for up to 12 sessions.

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

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

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

(1) 5% of your Amount of Insurance; and

(2) $10,000.

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

This additional benefit for Home Alteration and Vehicle Modification Expenses only applies once during your lifetime. It applies if you suffer a Loss that requires home alteration or vehicle modification.

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

(1) the actual cost charged for the alteration or modification;

(2) 10% of your Amount of Insurance; and

(3) $10,000.

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

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

(a) You suffer an accidental bodily Injury that results in a Loss within 365 days of an accident.

(b) The accidental bodily Injury:

(i) results in your having to take a leave of absence from your job with your Employer; or

(ii) ends your employment with your Employer.

(c) You choose to continue membership in your Employer's medical plan beyond the time that it would otherwise end.

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

(1) 3% of your Amount of Insurance; and

(2) $500.

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

(1) Your continued membership in your Employer's medical plan ends.

(2) You become covered under any other group medical plan.

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(3) The benefit has been paid for 12 consecutive months.

Proof of enrollment in the Employer's medical plan and of continued medical premium contribution must be given to Prudential.

(12) **Additional Benefit for Monthly Medical Premium for your Dependent Spouse, Domestic Partner or Dependent Child:**

This additional benefit for monthly medical premium for your Qualified Dependent Spouse, Domestic Partner or Qualified Dependent Child only applies if you suffer a Loss of life.

This additional benefit for monthly medical premiums is payable for your Qualified Dependent Spouse, Domestic Partner or Child who:

(a) is insured for Dependents Insurance under the Coverage on the date of your death; and

(b) elects to continue membership in your Employer's medical plan.

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

(1) 3% of your Amount of Insurance; and

(2) $500.

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

(1) Your Spouse, Domestic Partner or Child's continued membership in your Employer's medical plan ends.

(2) Your Spouse, Domestic Partner or Child becomes covered under any other group medical plan.

(3) The benefit has been paid for 12 consecutive months.

Proof of enrollment in the Employer's medical plan and of continued medical premium contribution must be given to Prudential.

(13) **Additional Benefit for Monthly Mortage or Lease Payment:**

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

(a) You suffer an accidental bodily Injury that results in a Loss of life within 365 days of an accident.

(b) You have a surviving Spouse or Domestic Partner at the time of your death.

(c) Your surviving Spouse or Domestic Partner is a co-borrower on your mortgage, or co-signer on the lease.

(d) You have an outstanding balance on your mortgage or more than one month remaining on your Lease Agreement at the time of your death.

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Your surviving Spouse or Domestic Partner must give Prudential your mortgage loan number, along with the name and telephone number of your mortgage company or proof of the monthly lease payment.

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

(a) The amount of your monthly mortgage or lease payment; and

(b) $1,500.

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

(a) Your Spouse or Domestic Partner dies.

(b) Your mortgage is paid in full.

(c) Your house is sold.

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

(e) The Lease Agreement renews.

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

Lease Agreement means the monthly payment to a landlord who is not a member of your immediate family, or to a property administrator for the occupation of a physical dwelling on a primary basis.

(14) **Additional Benefit for Monthly Rehabilitation Expense:**

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

(a) You suffer a Loss.

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

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

(1) 10% of your Amount of Insurance; and

(2) $500.

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

(1) A Doctor determines that you no longer need rehabilitation.

(2) You fail to furnish any required proof of your continuing need for rehabilitation.

(3) You fail to submit to a medical exam by Doctors named by Prudential, at Prudential's expense, when and as often as Prudential requires.

(4) The benefit has been paid for 12 consecutive months.

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(15) **Additional Benefit for Funeral Expenses:**

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

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

(a) the amount of the Funeral Expenses;

(b) 2.5% of your Amount of Insurance; and

(c) $2,000.

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Definitions under Basic Accidental Death and Dismemberment Coverage

FOR YOU ONLY

Some of the terms used in the Coverage:

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

Automobile: A validly registered:

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

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

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

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

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

Child Care Center: A facility or individual which:

(1) operates pursuant to law, if locally required;

(2) is not a family member; and

(3) primarily provides care and supervision for children in a group setting on a regular, daily basis.

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

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

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

(1) alterations to your residence that are necessary to make the residence accessible and habitable to a person who has suffered a Loss; or

(2) modifications to a motor vehicle owned or leased by a person that are needed to make such vehicle accessible to or drivable by the person.

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

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

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

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

Prosthetic Device: An artificial limb or eye.

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

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

Seat Belt: Any passive restraint device for an adult that meets published federal safety standards, is installed by the Automobile's manufacturer or replaced by an organization sanctioned by the Automobile's manufacturer; and is not altered or replaced after that installation.

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

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

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

It describes when and how you may become covered for similar coverage under the Portability Plan when your Basic 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 Basic 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 Basic Accidental Death and Dismemberment Coverage on the day your insurance ends.

(5) You apply for term life coverage under the Portability Plan.

PORTABILITY APPLICATION PERIOD

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

The Portability Application Period is the longer of:

(1) the 31 day period after your Basic 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.

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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 Basic Accidental Death and Dismemberment Coverage under the Group Contract.

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

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

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

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

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

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General Information

BENEFICIARY RULES

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

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

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

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

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

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

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 Life and 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

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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 Life or 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.

INCONTESTABILITY OF LIFE INSURANCE

This limits Prudential's use of a person's statements in contesting an amount of Life Insurance for which the person is insured. These are statements made to persuade Prudential to accept the person for insurance. In the absence of fraud they will be deemed representations and not warranties. These rules apply to each statement:

(1) It will not be used in the contest unless:

   (a) It is in a written instrument signed by the person and

   (b) A copy of that instrument is or has been furnished to the person or to the person's Beneficiary.

(2) If it relates to the person's insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years from the date the person's insurance under a Coverage begins during the person's lifetime.

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LIMITS ON ASSIGNMENTS

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

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

This Section applies to all Coverages providing Employee death benefits.

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

(1) You were insured for group life insurance under another group contract. That contract was issued by Prudential or another insurance carrier to cover Employees of the Employer.

(2) Your group life insurance under the other group contract ended.

(3) An irrevocable and absolute gift assignment made by you was in effect. It was made before the other contract ended. That assignment was of all your rights, benefits and privileges of the group life insurance under the other group contract. Those rights were owned by the assignee or the assignee's successor.

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

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

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DEFINITIONS

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

Annual Enrollment Period: There is a period each year during which you may enroll for Coverage or request a change in Coverage for the following Calendar Year. The Contract Holder will notify you of when this Annual Enrollment Period begins and ends.

Calendar Year: A year starting January 1.

Contributory Insurance, Non-contributory Insurance: Contributory Insurance is insurance for which the Contract Holder has the right to and may require your direct contribution to the cost of coverage. Non-contributory Insurance premiums are paid by the Contract Holder, usually without direct contribution from you. The rate for Non-contributory insurance may be determined, or in some cases, reduced, in part, based on your contributions for contributory insurance or other benefits offered to you under the Contract Holder benefit plan.

Coverage: A part of the Booklet consisting of:

(1) A benefit page labeled as a Coverage in its title.

(2) Any page or pages that continue the same kind of benefits.

(3) A Schedule of Benefits entry and other benefit pages or forms that by their terms apply to that kind of benefits.

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

Dependents Insurance: Insurance on the person of a dependent.

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

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

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

Employee Insurance: Insurance on the person of an Employee.

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

Injury: Injury to the body of a Covered Person.

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Life Event: Any of the following which constitute a change in family status:

(1) your marriage or divorce;

(2) becoming or ceasing to be a Domestic Partner;

(3) the death of your Spouse, Domestic Partner, or child;

(4) the birth or adoption of your child;

(5) employment or termination of employment of your Spouse or Domestic Partner;

(6) switching from part-time to full-time Employee status (or vice versa) by you or your Spouse or Domestic Partner;

(7) you or your Spouse or Domestic Partner taking an unpaid leave of absence;

(8) a significant change in your health coverage that is attributable to your Spouse's or Domestic Partner's employment.

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.

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CLAIM RULES

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

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

A claim will not be considered valid unless the proof is furnished within these time limits. However, it may not be reasonably possible to do so. In that case, the claim will still be considered valid if the proof is furnished as soon as reasonably possible and unless the claimant does not have the legal capacity to provide proof of loss, proof of loss is provided not later than the first anniversary of the date the proof of loss is otherwise required.

Prudential will pay benefits within 60 days after receiving satisfactory proof of loss.

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

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

(1) Benefits for Tuition reimbursement for your surviving Spouse or Domestic Partner will be paid to:

(a) your Spouse or Domestic Partner, if living; or

(b) your Spouse's or Domestic Partner's estate, if your Spouse or Domestic Partner is not living at the time a benefit is paid.

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

(3) Benefits for parental care expenses will be paid to the person or institution appearing to Prudential to have assumed primary responsibility for parental care expenses.

(4) Benefits for monthly Mortgage or Lease payments will be paid to your Spouse or Domestic Partner.

(5) Benefits for monthly medical premium for your surviving Spouse or Domestic Partner or dependent children will be paid to:

(a) your Spouse or Domestic Partner, if living; or

(b) the person or institution appearing to have assumed the main support of your dependent children.

(6) 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.)

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

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; but Prudential will not require an exam more than once every three months. Prudential also has the right to arrange for an autopsy in case of accidental death, if it is not forbidden by law.

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

INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY

This limits Prudential's use of a person's statements in contesting an amount of that insurance for which the person is insured. These are statements made to persuade Prudential to effect an amount of that insurance. In the absence of fraud they will be deemed to be representations and not warranties. These rules apply to each statement:

(1) It will not be used in a contest to avoid or reduce that amount of insurance unless:

(a) It is in a written instrument signed by the person; and

(b) A copy of that instrument is or has been furnished to the person.

(2) It will not be used in the contest after that amount of insurance has been in force, before the contest, for at least two years from the date the person's insurance under a Coverage begins, during the person's lifetime.

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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.
- You make a written request to the Contract Holder to end your Employee or Dependents Insurance under a Coverage.
- You fail to pay, when due, any contribution required for an insurance of the Group Contract. But, failure to contribute will not cause Non-Contributory Insurance to end, and failure to contribute for Dependents Insurance will not cause your Employee Insurance to end.
- The Insurance is Dependents Insurance under the Dependents Term Life Coverage and your Employee Insurance under the Employee Term Life Coverage ends.

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

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

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

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

(1) The Child is then mentally or physically incapable of earning a living. Prudential must receive proof of this within the next 31 days.

(2) The Child otherwise meets the definition of Qualified Dependent.

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

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Continued Insurance During Absence from Work Because of a Labor Dispute: These provisions apply only if any part of the premium for the insurance under the Coverage is paid by the Employer under the terms of a collective bargaining agreement. They apply when your Employee or Employee and Dependents Insurance under the Coverage would otherwise end on any date because of your absence from work as a result of a labor dispute. Your insurance under the Coverage will not end on that date. It will be continued during such absence from work from the date it would have ended until the first of these occurs:

(1) The end of the six month period immediately following the first day of your absence from work.

(2) The date you become actively engaged in work on a full-time basis for another employer.

(3) The first day you fail to pay, when due, any contribution required for the continued insurance. Your contribution will not be more than the premium that applies to your Covered Class on the first day of your absence from work.

(4) The first day the entity responsible for collecting Employee contributions fails to pay, when due, the premium required for the continued insurance.

(5) The part of the Group Contract providing the insurance ends.

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Option to Accelerate Payment of Death Benefits

Note: Death benefits will be reduced if an accelerated death benefit is paid.

If you elect the option to accelerate payment of death benefits under this Rider, the amount of your Employee Term Life Insurance will be reduced by the Terminal Illness Proceeds described below. Any portion of your death benefit that remains after this election will be payable when Prudential receives proof of death. Payment of the remaining death benefit will be considered full settlement of the death benefit. Any such reduction under your Employee Term Life Insurance will not apply to your Accidental Death and Dismemberment Insurance, if any.

You will not be required to pay an additional contribution if you elect the option to accelerate payment of death benefits under this Rider. You will not be charged an Accelerated Payment Fee.

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

Definitions

- Terminally Ill Employee: An Employee whose life expectancy is 12 months or less.
- Terminal Illness Proceeds: The amount of Employee Term Life Insurance that you may elect to place under this option. The Terminal Illness Proceeds are equal to 90% of the amount in force on your life on the date Prudential receives the proof that you are a Terminally Ill Employee, but not more than $500,000. However, the Terminal Illness Proceeds may be reduced if, within 12 months after the date Prudential receives such proof, a reduction on account of age would have applied to the amount of your Employee Term Life Insurance. In that case, the amount of the Terminal Illness Proceeds may not exceed the amount of such Insurance after applying the reduction.

Option: If you become a Terminally Ill Employee while insured under the Employee Term Life Insurance provision or while your death benefit protection is being extended under the Employee Term Life Coverage provision, you may elect to have the Terminal Illness Proceeds placed under this option. That election is subject to the conditions set forth below.

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

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

When Prudential pays an accelerated death benefit under this option, Prudential will send you a statement that shows the effect of the payment on the amount of your Employee Term Life Insurance and on your contribution, if any, for your Employee Term Life Insurance.

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

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

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

(1) To elect this option, you must use the claim form provided by Prudential and follow the instructions on the claim form. If you do not have a claim form, contact your Employer.

(2) You must furnish a certification by a Doctor that your life expectancy is 12 months or less. You should furnish the Attending Physician's Certification part of your claim form to your Doctor and have your Doctor complete the form.

(3) Your Employee Term Life Insurance must not be assigned.

(4) Terminal Illness Proceeds will be made available to you on a voluntary basis only. You are not eligible for this benefit if you elect the benefit involuntarily solely because:

   (a) You are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise.

   (b) You are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement.

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

If your Employee Term Life Insurance is reduced by any amount paid under the Option to Accelerate Payment of Death Benefits Rider, that reduction will not apply to the Accidental Death and Dismemberment Insurance, if any.

The Prudential Insurance Company of America

Margaret M. Gray

Secretary

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Option to Accelerate Payment of Death Benefits

FOR YOUR DEPENDENT SPOUSE OR DOMESTIC PARTNER

Note: Death benefits for a dependent will be reduced if an accelerated death benefit is paid.

If you elect the option to accelerate payment of death benefits under this Rider, the amount of your Dependents Term Life Insurance will be reduced by the Terminal Illness Proceeds described below. Any portion of the dependent's death benefit that remains after this election will be payable when Prudential receives proof of death. Payment of the remaining death benefit for that dependent will be considered full settlement of the death benefit. You will not be required to pay an additional contribution if you elect the option to accelerate payment of death benefits under this Rider. You will not be charged an Accelerated Payment Fee.

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

Definitions

- Terminally Ill Dependent: A dependent Spouse or Domestic Partner whose life expectancy is 24 months or less.
- Terminal Illness Proceeds: The amount of Dependents Term Life Insurance that you may elect to place under this option. The Terminal Illness Proceeds are equal to 80% of the amount in force on your dependent's life on the date Prudential receives the proof that such dependent is a Terminally Ill Dependent, but not more than $40,000. However, the Terminal Illness Proceeds may be reduced if, within 24 months after the date Prudential receives such proof, a reduction on account of age would have applied to the amount of your Dependents Term Life Insurance for that dependent. In that case, the amount of the Terminal Illness Proceeds may not exceed the amount of such Insurance after applying the reduction.

Option: If your dependent becomes a Terminally Ill Dependent while you are insured for that dependent under the Dependents Term Life Insurance provision or while your dependent's death benefit protection is being extended under the Dependents Term Life Coverage provision, you may elect to have the Terminal Illness Proceeds placed under this option. That election is subject to the conditions set forth below.

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

If you do not want the Terminal Illness Proceeds in one sum, you may elect to have them paid in 24 equal monthly installments. The first monthly payment will be due when Prudential receives proof that your dependent is a Terminally Ill Dependent. The other payments are due on the same day of each later month.

When Prudential pays an accelerated death benefit under this option, Prudential will send you a statement that shows the effect of the payment on the amount of your Dependents Term Life

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Insurance and on your contribution, if any, for your Dependents Term Life Insurance.

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

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

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

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

(1) To elect this option, you must use the claim form provided by Prudential and follow the instructions on the claim form. If you do not have a claim form, contact your Employer.

(2) You must furnish a certification by a Doctor that your dependent's life expectancy is 24 months or less. You should furnish the Attending Physician's Certification part of your claim form to your Doctor and have your Doctor complete the form.

(3) Your Dependents Term Life Insurance must not be assigned.

(4) Terminal Illness Proceeds will be made available to you on a voluntary basis only. You are not eligible for this benefit if you elect the benefit involuntarily solely because:

   (a) You are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise.

   (b) You are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement.

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

The Prudential Insurance Company of America

Margaret M. Gray

Secretary

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Additional Information About Your Plan

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The Certificate of Coverage and the following Additional Information (together, the Booklet), are intended to comply with the disclosure requirements of the regulations issued by the U.S. Department of Labor under the Employee Retirement Income Security Act (ERISA) of 1974. ERISA requires that your employer provide you with a "Summary Plan Description" which describes the plan and informs you of your rights under it. Information about eligibility rules, benefits amounts, benefit limitations, and exclusions from coverage is contained in the Certificate of Coverage. The following Additional Information about your plan is provided at the request of your Employer/Plan Sponsor.

Plan Name

INFRAMARK, LLC Life Insurance Plan

Plan Number

501

Type of Plan

Employee Welfare Benefit Plan

Plan Sponsor

INFRAMARK, LLC
2002 West Grand Parkway North, #100
Katy, Texas 77449

Employer Identification Number

62-1168252

Plan Administrator

INFRAMARK, LLC
Attention: Human Resources Department
2002 West Grand Parkway North, #100
Katy, Texas 77449

267-465-1064

Agent for Service of Legal Process

INFRAMARK, LLC
Attention: Human Resources Department
2002 West Grand Parkway North, #100
Katy, Texas 77449

Service of legal process may also be made upon the plan administrator at the address above.

Plan Year Ends

December 31

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Plan Benefits Provided by

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

Plan Sponsor's Designation of Prudential As Claims Administrator

It is the Plan Sponsor's intention and direction that The Prudential Insurance Company of America as Claims Administrator has the sole discretion to interpret the terms of the plan, to make factual findings, and to determine eligibility for benefits. The Plan Sponsor has determined that benefits are payable under the plan only if The Prudential Insurance Company of America, in its sole discretion, determines that they are due. The decision of the Claims Administrator shall not be overturned unless arbitrary and capricious. *

* This paragraph does not apply to residents of AK, AR, CA, CO, DC, IL, KY, MD, ME, MI, NJ, NY, OR, PR, RI, SD, TX, VT, WA

Plan Sponsor, Policyholder and Employer not Agents of Prudential

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

Allocation of Contributions

The insurance benefit coverages described in this Booklet are being offered to you under a single ERISA plan. Coverages described as non-contributory or as being paid entirely by the Employer/Policyholder/Plan Sponsor (if any) are those paid for directly by the Employer/Policyholder/Plan Sponsor such that you have no out of pocket expense for such coverages. However, the premium rate that the Employer/Policyholder/Plan Sponsor pays for insurance coverage offered to you under the Plan may be determined, or in some cases, reduced, in part, based on your contributions for other coverages or other benefits offered under the Plan. When this occurs, your contributions for one benefit coverage may cover some or all of the costs or plan expenses for another benefit coverage offered to you under the Plan.

Loss of Benefits

You must continue to be a member of a class of eligible employees or beneficiaries to which the plan pertains and continue to make any contributions or payments that are due, including those you agreed to when you enrolled for coverage. Failure to make required contributions may result in partial or total loss of your benefits.

Plan Sponsor May Amend or Terminate the Plan at any Time

It is intended that this plan will be continued for an indefinite period of time. But, the Plan Sponsor reserves the right to change or terminate the plan at any time. This Booklet elsewhere describes your rights upon termination of the plan.

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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 earlier of the date on which you respond to the request for additional information, or the 45th day following the expiration of the initial 45-day claim review period.

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 include:

(a) the specific reason(s) for the denial, which will include a discussion of the decision describing, if applicable, the basis for disagreeing with or not following (i) the views of healthcare professionals treating you and vocational experts who evaluated you, (ii) the views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, and (iii) an award of Social Security Administration disability benefits,

(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 statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits,

(e) 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,

(f) a statement that, 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 written request, and

(g) copies of any internal rules, guidelines, protocols, standards or other similar criteria relied upon in making this determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist.

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2. Appeals of Adverse Determination

If your claim for benefits is 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. Similarly, if Prudential does not decide your claim within the time described in Section 1 above, you may appeal, although you are not required to do so. 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 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 earlier of the date on which you respond to the request for additional information or the 45th day from the expiration of the initial 45-day appeal review period.

Prudential will provide you, free of charge and prior to an adverse decision on appeal, with any new or additional evidence that is considered by Prudential in connection with the claim (including evidence that may be the basis for denial as well as any evidence that may support granting the claim), and any new or additional rationale that will form the basis for the Prudential's decision on appeal. Any such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination must be provided in order to give you a reasonable opportunity to respond prior to that date.

If the appeal is denied in whole or in part, you will receive a written notification from Prudential of the denial. The notice will include:

(a) the specific reason(s) for the adverse determination, which will include a discussion of the decision describing, if applicable, the basis for disagreeing with or not following (i) the views of healthcare professionals treating you and vocational experts who evaluated you, (ii) the views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, and (iii) an award of Social Security Administration disability benefits,

(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,

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(e) a statement that 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 written request,

(f) copies of any internal rules, guidelines, protocols, standards or other similar criteria relied upon in making this determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist, and

(g) 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, 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. Similarly, if Prudential does not decide your appeal within the time described in Section 1 above, you may make a second, voluntary appeal, although you are not required to do so. You may submit with your second, voluntary 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, voluntary appeal within 45 days of the receipt of your second, voluntary 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 second, voluntary 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 earlier of the date on which you respond to the request for additional information or the 45th day following the expiration of the second, voluntary 45-day appeal review period.

Your decision to submit a benefit dispute to this second, voluntary 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, voluntary 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, voluntary 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 second, voluntary 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 the same information that was included in the first adverse appeal determination letter. If a decision on second, voluntary appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on the second, voluntary appeal.

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Time Limit To File Suit

If your claim for benefits and any required appeals are denied (or not decided within the time periods discussed above), you may file suit as discussed below. If you elect to file suit, you should do so as soon as possible. However, you must file suit no later than three years after proof of your claim was first due as explained elsewhere in this Booklet, regardless of whether your claim is still pending in the claim or appeal process.

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 the Plan Sponsor, 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 a fine that accrues on a daily basis (based on amounts set by the Department of Labor) from the time the materials were due to you 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

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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 Office of Outreach, Education and Assistance, 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.

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