

# **State of Louisiana**

## ***Non-Instructional Staff of the Ouachita Parish School Board***

### **Accidental Death and Dismemberment Coverage**

#### **Basic and Optional Plans**



# 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](http://www.DOI.Idaho.gov)

**Notice to Buyer:** This is an accident-only certificate and it does not pay benefits for loss from sickness. Review your certificate carefully.

## **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](http://www.in.gov/idoi).

## **FOR MARYLAND RESIDENTS**

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

## **FOR NORTH CAROLINA RESIDENTS**

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

## **FOR 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.

## **FOR WISCONSIN RESIDENTS**

### **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

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

#### **Prudential's Customer Service Office:**

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

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

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

## **NOTICE FOR TEXAS RESIDENTS**

### **Have a complaint or need help?**

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

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

#### **The Prudential Insurance Company of America**

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

**Call: Prudential Life Claim Division**

**Toll-free: 1-800-524-0542**

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

#### **The Texas Department of Insurance**

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

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

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

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

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

### **¿Tiene una queja o necesita ayuda?**

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

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

**The Prudential Insurance Company of America**

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

**Llame a:** Prudential Life Claim Division

**Teléfono gratuito:** 1-800-524-0542

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

**El Departamento de Seguros de Texas**

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

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

Presente u na queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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

## THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

# Certificate of Coverage

**Prudential** certifies that insurance is provided according to the Group Contract(s) for each Insured 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

## ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

# Foreword

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

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

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

***IMPORTANT NOTICE:*** *This Booklet is an important document and should be kept in a safe place. This Booklet and the Certificate of Coverage made a part of this Booklet together form your Group Insurance Certificate.*

***IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES:*** *There are state-specific requirements that may change the provisions under the Coverage(s) described in this Group Insurance Certificate. If you live in a state that has such requirements, those requirements will apply to your Coverage(s) and are made a part of your Group Insurance Certificate. Prudential has a website that describes these state-specific requirements. You may access the website at [www.prudential.com/etonline](http://www.prudential.com/etonline). When you access the website, you will be asked to enter your state of residence and your Access Code. **Your Access Code is 33624.***

*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.*



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# Schedule of Benefits

**Covered Classes:** The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All Employees classified by the Contract Holder and reported to Prudential as:

- (1) full-time non-instructional staff of the Ouachita Parish School Board; or
- (2) full-time non-instructional staff of the Ouachita Parish School Board retired by the Contract Holder on or after January 1, 2007.

Regardless of any provisions of the Booklet to the contrary, each Employee classified by the Contract Holder as full-time non-instructional staff of the Ouachita Parish School Board retired by the Contract Holder on or after January 1, 2007 and covered for Employee Term Life, Accidental Death and Dismemberment and Dependents Term Life Coverage shall be considered a covered person for Employee Term Life, Accidental Death and Dismemberment and Dependents Term Life Coverage. The Contract Holder decides which Employees will be covered Persons and for how long. In doing this, the Contract Holder must not discriminate among persons in like situations.

**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.

## ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

### BENEFIT AMOUNTS UNDER BASIC EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:

**Amount For Each Benefit Class:** If you have selected Basic Employee Term Life Coverage, an amount equal to the amount for which you are insured under the Basic Employee Term Life Coverage under Group Contract G-33624-LA

### BENEFIT AMOUNTS UNDER OPTIONAL EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:

**Amount For Each Benefit Class:** If you have selected the Optional Employee Term Life Coverage, an amount equal to the amount for which you are insured under the Optional Employee Term Life Coverage under Group Contract G-33624-LA

### ADDITIONAL BENEFITS UNDER BASIC AND OPTIONAL EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:

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

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

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

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

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

**Termination of Coverage Due to Age for Retired Employees:** Your Coverage terminates on the first January 1 following your attainment of age 70.

**Termination of Coverage Due to Age for Active Employees:** If you are still actively at work upon attainment of age 70, your coverage will terminate at midnight on the last day of the month in which your retirement occurs.

**TO WHOM PAYABLE:**

Accidental Death and Dismemberment benefits are payable to you. But benefits for 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.)

**OTHER INFORMATION**

**Contract Holder:** STATE OF LOUISIANA

**Group Contract No.:** G-33624-LA

**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 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.

**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. 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 as defined by your Employer.

**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.

# When You Become Insured

## FOR EMPLOYEE INSURANCE

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

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

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

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

## 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.

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# Accidental Death and Dismemberment Coverage

## FOR YOU

This Coverage pays benefits for accidental Loss.

Loss means the person's:

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

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

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

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

## A. BENEFITS.

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

- (1) The person sustains an accidental bodily Injury while a Covered Person.
- (2) The Loss results directly from that Injury and from no other cause.
- (3) The person suffers the Loss within 90 days after the accident. But, if the Loss is due to Quadriplegia, Paraplegia, or Hemiplegia, the person suffers the Loss within 365 days after the accident.

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

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

Loss of or by Reason of:	Percent of the Person's Amount of Insurance
Life .....	100
Both Hands.....	100
Both Feet.....	100
Sight of Both Eyes.....	100
One Hand and One Foot.....	100
One Hand and Sight of One Eye.....	100
One Foot and Sight of One Eye.....	100
Speech and Hearing .....	100
Quadriplegia .....	100
 Paraplegia .....	 75
 One Hand .....	 50
One Foot .....	50
Sight of One Eye .....	50
Speech .....	50
Hearing.....	50
Hemiplegia .....	50
 Thumb and Index Finger of the Same Hand.....	 25

**Limitation Per Accident:** No more than the Amount of Insurance on a person at the time of the accident will be paid for all Losses resulting from Injuries sustained in that accident.

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

**B. LOSSES NOT COVERED.**

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

- (1) Suicide or attempted suicide, while sane or insane.
- (2) Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.
- (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 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) War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression.



- (7) An accident that occurs while the person is serving on full-time active duty for more than 30 days in any armed forces. But this does not include Reserve or National Guard active duty for training.
- (8) Commission of or attempt to commit a felony.
- (9) Being legally intoxicated or under the influence of any narcotic unless administered or consumed on the advice of a Doctor.
- (10) Participation in these hazardous sports: scuba diving; bungee jumping; skydiving; parachuting; hang gliding; or ballooning.

### **C. ADDITIONAL BENEFITS**

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

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

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

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

- (a) the person is a driver or passenger in a Four Wheel Vehicle; and
- (b) the person is wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer; and
- (c) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s).

Four Wheel Vehicle means a vehicle that is:

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

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

**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 Four Wheel Vehicle used in a race or a speed or endurance test, or for acrobatic or stunt driving.

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

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

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

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

- (a) the person is a driver or passenger in a Four Wheel Vehicle equipped with a factory-installed Supplemental Restraint System; and
- (b) the person is in a seat designed to be protected by an air bag; and
- (c) the person is wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer; and
- (d) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s).

Four Wheel Vehicle means a vehicle that is:

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

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

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

**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 Four Wheel Vehicle used in a race or a speed or endurance test, or for acrobatic or stunt driving.

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

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

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

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

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

## **RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN**

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

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

- (1) Your Optional Accidental Death and Dismemberment Coverage ends for any reason other than:
  - (a) your failure to pay, when due, any contribution required for it; or
  - (b) the end of your employment on account of your retirement; or
  - (c) the end of the Coverage for all Employees when such Coverage is replaced by group accidental death and dismemberment insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) You meet the Active Work Requirement on the day your insurance ends.
- (3) You are less than age 80.
- (4) Your Amount of Insurance is at least \$5,000 under the Optional Accidental Death and Dismemberment Coverage on the day your insurance ends.

## **PORTABILITY APPLICATION PERIOD**

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

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

## TERMS AND CONDITIONS OF THE PORTABILITY PLAN

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

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

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

But, if you opt to increase the amount of your term life insurance under the Portability Plan, you also have the option to increase your amount of accidental death and dismemberment insurance as follows. If your annual Earnings are \$20,000 or more, you may opt to increase your amount of insurance by \$20,000 or more, but not more than your annual Earnings. If your annual Earnings are less than \$20,000, you may opt to increase your amount of insurance by your annual Earnings.

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

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

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

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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 that only provides 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. There is no right to choose a Beneficiary for an amount for which an irrevocable choice of Beneficiary has been made. 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 when your right to choose a Beneficiary for an amount of insurance has been assigned. If that amount becomes payable on account of your death and, at the time of your death, there is no Beneficiary chosen by the assignee, it will not be payable as stated in the Beneficiary Rules. It will be payable to:

- (1) the assignee, if living; or
- (2) the estate of the assignee, if the assignee is not living.

In the case of a collateral assignment, payment under (1) and (2) will be only to the extent interest may appear. Any excess will be payable as stated in the Beneficiary Rules.

## DEFINITIONS

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

**Calendar Year:** A year starting January 1.

**Contributory Insurance, Non-contributory Insurance:** Contributory Insurance is insurance for which the Contract Holder has the right to 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.

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

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

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

**Employee Insurance:** Insurance on the person of an Employee.

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

**Injury:** Injury to the body of a Covered Person.

**Prudential:** The Prudential Insurance Company of America.

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

**You:** An Employee.

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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.

Prudential will pay benefits within 30 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. But benefits for 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.)

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

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

## INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY

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

- (1) It will not be used in a contest to avoid or reduce that amount of insurance unless:
  - (a) It is in a written instrument signed by the person; and
  - (b) A copy of that instrument is or has been furnished to the person.
- (2) It will not be used in the contest after that amount of insurance has been in force, before the contest, for at least two years during the person's lifetime.



# When Your Insurance Ends

## EMPLOYEE INSURANCE

Your Employee 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 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.

**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.

**Reinstatement of Coverage Upon Return from Active Duty in the Armed Forces:** If the Coverage for you or your Qualified Dependents ends while you are serving on full-time active duty in any armed forces, you will have the right to reinstate the Coverage for yourself and your Qualified Dependents upon your release from active duty.

If the Coverage ends for your Qualified Dependent while your Qualified Dependent is serving on full-time active duty in any armed forces, you will have the right to reinstate the Coverage for your Qualified Dependent upon your Qualified Dependent's release from active duty.

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

# CLAIMS AND APPEALS

## Plan Benefits Provided by

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

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

The Prudential Insurance Company of America as Claims Administrator has the sole discretion to interpret the terms of the Group Contract, to make factual findings, and to determine eligibility for benefits. The decision of the Claims Administrator shall not be overturned unless arbitrary and capricious.

## Claim Procedures

### 1. Determination of Benefits

Prudential shall notify you of the claim determination within 45 days of the receipt of your claim. This period may be extended by 30 days if such an extension is necessary due to matters beyond the control of the plan. A written notice of the extension, the reason for the extension and the date by which the plan expects to decide your claim, shall be furnished to you within the initial 45-day period. This period may be extended for an additional 30 days beyond the original 30-day extension if necessary due to matters beyond the control of the plan. A written notice of the additional extension, the reason for the additional extension and the date by which the plan expects to decide on your claim, shall be furnished to you within the first 30-day extension period if an additional extension of time is needed. However, if a period of time is extended due to your failure to submit information necessary to decide the claim, the period for making the benefit determination by Prudential will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If your claim for benefits is denied, in whole or in part, you or your authorized representative will receive a written notice from Prudential of your denial. The notice will be written in a manner calculated to be understood by you and shall include:

- (a) the specific reason(s) for the denial,
- (b) references to the specific plan provisions on which the benefit determination was based,
- (c) a description of any additional material or information necessary for you to perfect a claim and an explanation of why such information is necessary,
- (d) a description of Prudential's appeals procedures and applicable time limits, and
- (e) if an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical

judgment for the determination will be provided free of charge upon request.

## **2. Appeals of Adverse Determination**

If your claim for benefits is denied or if you do not receive a response to your claim within the appropriate time frame (in which case the claim for benefits is deemed to have been denied), you or your representative may appeal your denied claim in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

A full review of the information in the claim file and any new information submitted to support the appeal will be conducted by Prudential, utilizing individuals not involved in the initial benefit determination. This review will not afford any deference to the initial benefit determination.

Prudential shall make a determination on your claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that Prudential expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If the claim on appeal is denied in whole or in part, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include:

- (a) the specific reason(s) for the adverse determination,
- (b) references to the specific plan provisions on which the determination was based,
- (c) a statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request,
- (d) a description of Prudential's review procedures and applicable time limits,
- (e) a statement that you have the right to obtain upon request and free of charge, a copy of internal rules or guidelines relied upon in making this determination, and
- (f) a statement describing any appeals procedures offered by the plan.

If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

If the appeal of your benefit claim is denied or if you do not receive a response to your appeal within the appropriate time frame (in which case the appeal is deemed to have been denied), you or your representative may make a second, voluntary appeal of your denial in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your second appeal any written comments, documents, records and any other information relating to your claim.

Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

Prudential shall make a determination on your second claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date by which Prudential expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

Your decision to submit a benefit dispute to this voluntary second level of appeal has no effect on your right to any other benefits under this plan. If you elect to initiate a lawsuit without submitting to a second level of appeal, the plan waives any right to assert that you failed to exhaust administrative remedies. If you elect to submit the dispute to the second level of appeal, the plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time that the appeal is pending.

If the claim on appeal is denied in whole or in part for a second time, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include the same information that was included in the first adverse determination letter. If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

