Toyoda Gosei North America Corporation

Voluntary Accident Coverage

Prudential

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 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

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

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

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

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

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

Llame con sus preguntas al: 1-800-252-3439
Presente u na queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Disclosure Notice

FOR ARKANSAS RESIDENTS

Prudential's Customer Service Office:

The Prudential Insurance Company of America
Customer Services Department

Voluntary Benefit Services
P.O. Box 696035
San Antonio, TX 78269-6035

Telephone: 1-844-455-1002

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 ARIZONA RESIDENTS

Notice: This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read this certificate carefully.

FOR CALIFORNIA RESIDENTS

This is a supplement to health insurance. It is not a substitute for essential health benefits or minimum essential coverage as defined in federal law.

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

FOR INDIANA RESIDENTS

Questions regarding your policy or coverage should be directed to:

The Prudential Insurance Company of America
1-844-455-1002

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 NEW MEXICO RESIDENTS

NOTICE TO CONSUMER: This is a limited benefits health plan. The benefits provided are supplemental to, and not a substitute for, major medical coverage, even in combination with other limited benefits plans. To apply for an individual or small-group major medical plan, please visit the website of the New Mexico Health Insurance Exchange at www.bewellnm.com or call 1-833-862-3935 (TTY: 711).

FOR OKLAHOMA RESIDENTS

Notice: Certificates issued for delivery in Oklahoma are governed by the certificate and Oklahoma laws not the state where the master policy was issued.

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.

NOTICE FOR VERMONT RESIDENTS

Vermont law prevails over any conflicting provisions of the Group Contract.

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:

Voluntary Benefit Services
P.O. Box 696035
San Antonio, TX 78269-6035
1-844-455-1002

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

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Group Insurance Certificate

Prudential certifies that insurance is provided according to the Group Contract(s) for each Insured Employee. Your Group Insurance Certificate'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 Group Insurance Certificate's Schedule of Benefits and meet the requirements in the Group Insurance Certificate's Who is Eligible section. The When You Become Insured section of the Group Insurance Certificate 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.

Coverage and Amounts: The available Coverage and the amounts of insurance are described in the Group Insurance Certificate.

If You are insured, this document is Your Group Insurance Certificate. It replaces any older Group Insurance Certificates issued to You for the Coverages in the Group Insurance Certificate's Schedule of Benefits. All Benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate.

Renewability. The Group Insurance Certificate is guaranteed renewable. We will not change any provision of the Group Insurance Certificate except that We may change Premium rates by class for all those insured under this form in your state. In lieu of changing premium rates, We may change Definitions for all those insured under this form in Your state. Any rate change or Definitions change would first be approved by appropriate governing authority in the state.

Right to Examine this Group Insurance Certificate: You may return this Group Insurance Certificate to Prudential, for any reason, within 31 days after You receive it. If You return it within this period, the insurance will be void the date it would otherwise take effect, and Prudential will refund Your contributions, if any.

Prudential's Address:

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

THIS GROUP INSURANCE CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the company.

THIS GROUP INSURANCE CERTIFICATE IS NOT MEDICAL COVERAGE. It does NOT provide any type of medical Coverage and is not a substitute for medical Coverage or disability insurance.

The Group Contract provides accident Coverage ONLY.

VOLUNTARY ACCIDENT COVERAGE

Welcome Message

We are pleased to present You with this Group Insurance Certificate. 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 Group Insurance Certificate carefully. If You have any questions about the Program, We will be happy to answer them.

IMPORTANT NOTICE: *This is your Group Insurance Certificate. It is an important document and should be kept in a safe place.*

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 VAI1.***

If You are unable to access this website, want to receive a printed copy of these requirements or have any questions, call Prudential at 1-844-455-1002.

Table of Contents

Schedule of Benefits

Covered Classes: The “Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All active, full-time Employees working a minimum of 30 hours per week.

Program Date: January 1, 2024. This Group Insurance Certificate describes the benefits under the Group Program as of the Program Date.

- This Document is Your Group Insurance Certificate. The Coverage in this Group Insurance Certificate is 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.

This Group Insurance Certificate describes all of the options available under the Group Contract.

VOLUNTARY ACCIDENT COVERAGE FOR YOU AND YOUR DEPENDENTS

This Coverage pays benefits for Accidental Loss. Some Accidental Losses are not covered or are limited. The items below are only highlights of your coverage. For a full description please read this entire Group Insurance Certificate.

Basic Accidental Death	**Benefit Amount Payable**
For Employees	$40,000
For Your Spouse	$20,000
For Your Child	$10,000

Accidental Death Common Carrier

For Employees	$85,000
For Your Spouse	$42,500
For Your Child	$21,250

CORE BENEFITS

All other Accidental Losses:

Accidental Dismemberment/Functional Loss

Dismemberment	**Benefit**
Loss of both hands	$24,000
Loss of both feet	$24,000
Loss of one arm	$8,000
Loss of one foot	$10,000
Loss of one hand	$10,000
Loss of one hand and one foot	$18,000
Loss of one leg	$8,000
Loss of one finger or one toe	$240
Loss of two or more fingers or toes	$1,500
Loss of both arms	$15,000

Loss of both legs	$15,000

Functional Loss Benefit

Loss of Hearing in both ears	$25,000
Loss of Hearing in one ear	$15,000
Loss of Sight in both eyes	$24,000
Loss of Sight in one eye	$15,000
Loss of Speech	$25,000
Loss of Speech and hearing in both ears	$50,000

Broken Tooth Benefit

Crown	$300
Extraction	$75
Filling	$50

Burn Benefit

Percentage of total surface skin area that is burnt	**Benefit for 2nd Degree burn**	**Benefit for 3rd Degree burn**
Less than 10%	$50	$500
At least 10% but less than 25%	$100	$1,000
At least 25% but less than 35%	$250	$6,000
35% or more	$1,125	$12,500

Skin Graft Benefit

Due to Burns	
(Payable as % of the applicable Burn Benefit)	25%
Not due to Burns	
Less than 20% of skin surface	$500
20% or greater of skin surface	$1,000

Coma Benefit	$14,500

Concussion Benefit	$175

Dislocation Benefit:
Full Dislocation Benefit

Benefit for	**Closed Reduction**	**Open Reduction**
Lower jaw	$900	$1,800
Spine	$3,000	$6,000
Collar Bone	$900	$1,800
Shoulder Joint	$1,500	$3,000
Rib	$900	$1,800
Elbow	$900	$1,800
Wrist	$900	$1,800
Hand except Fingers	$900	$1,800
Finger	$250	$500
Hip	$3,200	$6,400
Knee	$2,000	$4,000
Ankle	$1,200	$2,400
Foot	$1,200	$2,400

Toe	$250	$500
Partial Dislocation	25%	25%

Eye Injury Benefit (removal of foreign object) $80

Eye Injury Benefit (surgery) $275

Fracture Benefit:

Benefit for	**Closed Reduction**	**Open Reduction**
Skull (simple non-depressed)	$1,250	$2,500
Skull (depressed)	$2,500	$5,000
Facial Bone including nose except upper or lower jaw	$1,000	$2,000
Upper jaw	$1,250	$2,500
Lower jaw	$1,200	$2,400
Spine (vertebral processes)	$1,200	$2,400
Spine (vertebral body except vertebral processes)	$2,800	$5,600
Collar Bone	$1,200	$2,400
Shoulder Blade	$1,500	$3,000
Breast Bone	$300	$600
Rib	$350	$700
Pelvis, except tailbone	$2,750	$5,500
Tailbone	$300	$600
Upper Arm	$1,750	$3,500
Forearm	$1,500	$3,000
Elbow	$2,000	$4,000
Wrist	$1,500	$3,000
Hand except fingers	$1,500	$3,000
Finger	$200	$400
Hip or thigh or both	$2,500	$5,000
Kneecap	$1,500	$3,000
Leg except thigh	$1,800	$3,600
Ankle	$1,500	$3,000
Foot except toes	$1,500	$3,000
Toe	$200	$400
Chip Fracture	25%	25%

Laceration Benefit

Repaired without stitches	$25
Repaired with stitches:	
Lacerations, total is less than two inches	$50
Lacerations, total is two to six inches	$200
Lacerations, total is over six inches	$400

Paralysis Benefit

Paralysis, four limbs	$20,000
Paralysis, three limbs	$22,500
Paralysis, two limbs	$13,500
Paralysis, one limb	$7,500

Puncture Wound Benefit $50

ACCIDENT MEDICAL TREATMENT AND SERVICES BENEFITS

Advanced Diagnostic Testing Benefits

CAT	$200
CT	$200
EEG	$200
MRI	$200
MR	$200
NCV	$200
PET	$200
MRA	$200
SPECT	$200
Bone Scintigraphy (Bone Scan)	$200

Air Ambulance Benefit $1,250

Ground/Water Ambulance Benefit $300

Blood/Plasma/Platelets Benefit $500

Doctor Follow-Up Visits $75

Emergency Care Benefit

Emergency Room	$200
Doctor's Office	$75
Urgent Care	$200

Non-Emergency Initial Care Benefit $25

Joint Replacement Benefit $1,000

Lodging Benefit $150

Medical Appliance Benefit

Brace	$100
Cane	$100
Crutches	$100
Walker (expected use less than 1 year)	$100
Walker (expected use 1 year or longer)	$250
Walking Boot	$100
Wheelchair or motorized scooter (expected use less than 1 year)	$100
Wheelchair or motorized scooter (expected use 1 year or longer)	$500
Other Medical Device used for mobility	$100

Outpatient Intravenous (IV) Infusion Therapy Benefit $250

Pain Management Benefit:

Epidural Anesthesia	$100
General Anesthesia	$100

Prosthetic Device Benefit

One device only $625
More than one device $1,000

Surgical Repair Benefit

Abdominal Pelvic Cavity $1,000
Cranial $1,000
Hernia Repair $100
Ruptured Disc $650
Thoracic Cavity $1,000
Tear, cartilage in knee $650

Torn, ruptured or Severed Tendon/Ligament/Rotator Cuff

One tendon/ligament/rotator cuff $675
Two or more tendons/ligaments/rotator cuffs $1,000

Exploratory Surgery Benefit (without repair) for any of the procedures listed above or outpatient surgery $140

Other Outpatient Surgery Benefit $150

Telemedicine Benefit $25

Therapy Services Benefit

Cognitive Behavioral Therapy $40
Occupational Therapy $40
Physical Therapy $40
Respiratory Therapy $40
Speech Therapy $40
Vocational Therapy $40

Alternative Therapy Benefit $50

Transportation Benefit $650

X-Ray Benefit $40

HOSPITAL BENEFITS

Accident - Hospital Admission Benefit $1,125

Accident - Intensive Care Unit (ICU) Admission Benefit $2,250

Accident - Hospital Confinement Benefit $350

Accident - ICU Confinement Benefit $525

Inpatient Rehabilitation Benefit $100

ADDITIONAL BENEFITS

Modification Benefit $500

Organized Sports Activity Benefit 25%

OTHER INFORMATION

Contract Holder: TOYODA GOSEI NORTH AMERICA CORPORATION

Group Contract No.: GVA-70367-MI

Contract Anniversaries: January 1 of each year, beginning in 2025.

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

Cost of Insurance: The insurance in this Group Insurance Certificate 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, NJ 07102

BENEFICIARY RULES

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

"Beneficiary" means a person chosen to receive the insurance benefits.

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.

Unless irrevocable, the right to change a beneficiary lies with the insured. 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.

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.

General Definitions

FOR YOU AND YOUR DEPENDENTS

Some of the terms used in the Coverage.

Active Work Requirement: A requirement that you be actively at work full-time at the Employer's place of business or at any other place that your Employer's business requires you to go. You are considered actively at work during weekends or Employer-approved vacations, holidays or business closures if You were actively at work on the last scheduled work day preceding such time off.

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.

Child/Children/Incapacitated Children: Please see the "Who is Eligible to Become Insured" section of this Group Insurance Certificate.

Complications of pregnancy: A condition, when pregnancy is not terminated, whose diagnosis is distinct from pregnancy. Complication of pregnancy includes, but is not limited to, non-elective Cesarean section; termination of ectopic pregnancy; spontaneous termination of pregnancy occurring during a period of gestation in which a viable birth is not possible; acute nephritis or nephrosis; cardiac decompensation; missed abortion; and similar medical and surgical conditions of comparable severity. It does not include false labor; occasional spotting; morning sickness; Doctor prescribed rest; hyperemesis gravidarum; pre-eclampsia or any other condition associated with the management of a difficult pregnancy not consisting of a nosologically distinct complication of pregnancy.

Confined or Confinement: The assignment to a bed as a resident inpatient in a Hospital including a Hospital Intensive Care Unit (ICU) on the advice of a Doctor.

Contributory Insurance: Contributory Insurance is insurance for which the Contract Holder has the right to require You to pay all or any portion of the Premium payments.

Non-contributory Insurance: Non-contributory Insurance is insurance for which the Contract Holder does not have the right to require You to pay all or any portion of the Premium payment. The Schedule of Benefits shows whether insurance under a Coverage is Contributory Insurance or Non-contributory Insurance.

Coverage: A part of the Group Insurance Certificate consisting of:

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

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

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

Covered Accident: A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Loss and meets all of the following conditions:

(1) occurs while the Covered Person is insured under the Group Contract; and

(2) is not otherwise excluded under the terms of the Group Contract.

Covered Injury: Accidental injury to the body of a Covered Person for which benefits are payable under this Group Insurance Certificate.

Covered Loss: An accidental death, dismemberment, loss, treatment or other injury for which benefits are payable under this Group Insurance Certificate.

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

Covered Surgery means any of the following procedures:

- Cranial Surgery
- Surgery to treat a Hernia
- Thoracic Cavity and Abdominal Pelvic Cavity Surgery
- Surgery to treat a Ruptured Disc
- Surgery to treat torn cartilage in the knee (meniscus)
- Surgery to treat a torn, ruptured or severed tendon, ligament or rotator cuff

Dependents Insurance: Insurance on the person of a dependent.

Doctor: A licensed practitioner of the healing arts acting within the scope of the license. Prudential will not recognize any relative including, but not limited to, You, Your Spouse, or a Child, brother, sister, or parent of You or Your Spouse as a Doctor for a claim that You send to us.

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, commissions, 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.

Employee Insurance: Insurance on the person of an Employee.

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

Full-Time: Active Work on the Group Contract Holder's regular work schedule for the class of Employees to which You belong. The work schedule must be at least 30 hours per week.

Hospital: An institution that meets either of these tests:

(1) It is accredited as a Hospital under the Hospital Accreditation Program of the Joint Commission on Accreditation of Healthcare Organizations.

(2) It is legally operated, has 24 hour a day supervision by a staff of Doctors, has 24 hour a day nursing service by registered graduate Nurses, and complies with (a) or (b):

(a) It mainly provides general inpatient medical care and treatment of sick and injured persons by the use of medical, diagnostic and major surgical facilities. All such facilities are in it or under its control.

(b) It mainly provides specialized inpatient medical care and treatment of sick or injured persons by the use of medical and diagnostic facilities (including X-ray and laboratory). All such facilities are in it, under its control, or available to it under a written agreement with a Hospital (as defined above) or with a specialized provider of those facilities.

But Hospital does not include a nursing home. Neither does it include an institution, or part of one, which: (1) is used mainly as a place for convalescence, rest, hospice, skilled nursing care for the aged or drug addicts; treatment of alcoholics; or (2) furnishes mainly homelike or Custodial Care, or training in the routines of daily living; or (3) is mainly a school; or (4) for solely providing psychiatric services to mentally ill patients.

Inpatient: A patient who is admitted to a Hospital and incurs a charge for room and board.

Observation Unit: A specified area within a Hospital, separate from the Emergency Department, where a patient can be monitored following a surgical procedure performed on an Outpatient Basis or treatment in the Emergency Department. The Observation Unit must:

(1) be under the direct supervision of a Doctor or registered Nurse; and

(2) be staffed by Nurses assigned specifically to that unit; and

(3) provide care seven days per week, 24 hours a day.

Outpatient Surgery: Surgery performed on an outpatient basis in an Outpatient Surgery Facility.

Outpatient Surgery Facility: A facility mainly engaged in performing outpatient Surgery. It must:

(1) (be accredited as an ambulatory surgery facility by either the Joint Commission or the Accreditation Association for Ambulatory Care; or

(2) be approved as an ambulatory surgery facility by Medicare; or

(3) meet all of the following criteria:

- maintains all appropriate licensing for a facility that provides ambulatory Surgery; and
- is staffed by Doctors and nurses, under the supervision of a Doctor; and
- has permanent operating and recovery rooms; and
- is staffed and equipped to provide emergency care; and
- has written back-up arrangements with a local Hospital for emergency care.

Premium: The amount required to pay for Your insurance.

Prudential: The Prudential Insurance Company of America.

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

(1) Your marriage or divorce;

(2) the death of Your Spouse or Child;

(3) the birth or adoption of Your Child;

(4) employment or termination of employment of Your Spouse;

(5) switching from part-time to full-time employee status (or vice versa) by You or Your Spouse;

(6) You or Your Spouse taking an unpaid leave of absence;

(7) a significant change in Your health coverage that is attributable to Your Spouse's employment.

Rehabilitation Facility A facility that:

- provides rehabilitation care services on an inpatient basis; and
- maintains all required licenses and certifications.

Rehabilitation care services consist of the combined use of medical, social, educational, and vocational services to enable patients disabled by an Injury to achieve the highest possible functional ability. Services are provided by or under the supervision of an organized staff of Doctors.

The term Rehabilitation Facility does not include:

- a nursing home;
- an extended care facility, unless the Covered Person is receiving rehabilitation care services on an inpatient basis at the extended care facility;
- a Skilled Nursing Facility, unless the Covered Person is receiving rehabilitation care services on an inpatient basis at the facility;
- a rest home or home for the aged;
- a hospice care facility;
- a place for recovery from alcoholic or drug addiction; or
- an assisted living facility.

Routine Childbirth: The vaginal delivery of a child or children or the delivery of a child or children by elective cesarean section.

Routine Pregnancy: A normal pregnancy that does not have Complications of Pregnancy.

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

Spouse: Please see the "Who is Eligible to Become Insured" section of this Certificate.

Urgent Care Facility: A health care facility:

(1) that maintains all appropriate licensing for a facility that provides urgent or immediate care;

(2) that is supervised by a Doctor;

(3) that is separate from a Hospital or is a separate unit within a Hospital; and

(4) the primary purpose of which is the offering and provision of immediate, short-term medical care.

We: The Prudential Insurance Company of America.

You and Your: An Employee.

Benefit Definitions

FOR YOU AND YOUR DEPENDENTS

This Coverage pays the following benefits for Accident.

Basic Accidental Death: Prudential will pay the applicable Basic Accidental Death Benefit shown in the Schedule of Benefits for a Covered Person's death if:

(1) the death results directly from a Covered Accident or accidental injury; and

(2) the death occurs within 90 days following the Covered Accident or Covered Injury.

Reduction of the Basic Accidental Death Benefit:

The Basic Accidental Death Benefit will be reduced by the following if paid for Injuries sustained by the Covered Person in the same Covered Accident or accidental injury that resulted in the Covered Person's death:

- The amount of any benefits paid under the Accidental Dismemberment/Functional Loss/Paralysis Benefits section of this Group Insurance Certificate
- the Modification Benefit of this Group Insurance Certificate

Accidental Death-Common Carrier: Accidental Death Benefit for a Covered Person's death if the death results directly from a Covered Accident or accidental injury sustained by the Covered Person while:

(1) a fare paying passenger on a Common Carrier; or

(2) a passenger on public transportation that is a Common Carrier, for which there is no fare.

The death must occur within 90 days following the Covered Accident or Covered Injury.

Prudential will not pay both the Accidental Death - Common Carrier Benefit and the Basic Accidental Death Benefit for the same Covered Person. In the event that both benefits are payable for the same claim, we will pay the greater of the two benefits.

Common Carrier means (1) air, land or water vehicle operated under a license for the transportation of passengers for hire; or (2) aircraft operated by the Military Air Transport Service (MATS) of the United States or by a similar military air transport service of any duly constituted governmental authority of any other recognized country.

The term includes: (1) a shuttle bus, tram, limousine or other vehicle used to transport people within an airport; and (2) chartered aircraft.

The term Common Carrier does not include taxis, limousines or privately chartered vehicles.

Reduction of the Accidental Death - Common Carrier Benefit:

The Accidental Death - Common Carrier Benefit will be reduced by the following if paid for Injuries sustained by the Covered Person in the same Covered Accident that resulted in the Covered Person's death:

- The amount of any benefits paid under the Accidental Dismemberment/Functional Loss/Paralysis Benefits section of this Group Insurance Certificate
- the Modification Benefit of this Group Insurance Certificate

Accidental Dismemberment: If a Covered Person sustains an accidental injury that is a Dismemberment or Functional Loss, Prudential will pay the Accidental Dismemberment Functional Loss Benefit shown in the Schedule of Benefits that applies to the type of Dismemberment or Functional Loss the Covered Person sustained, subject to all of the following:

- The Dismemberment or Functional Loss must be documented by a Doctor within 90 days after the Covered Accident occurs.
- In order for the Functional Loss Benefit to be payable, the injuries that qualify for such benefit must have been sustained by the Covered Person in a single Covered Accident or Covered Injury.
- The amount We will pay for all Dismemberment, Functional Loss and Paralysis injuries sustained by a Covered Person in a single Covered Accident, will be no more than the Dismemberment Functional Loss/Paralysis Benefit Limit shown in the Schedule of Benefits.
- If a Covered Person sustains an accidental injury that is a Dismemberment or Functional Loss that falls under more than one classification on the Schedule of Benefits, We will only pay the benefit that applies to the classification that pays the highest benefit.

Dismemberment means any of the following:

- Loss of an arm or leg by severance at or above the elbow or the knee.
- Loss of a hand or foot by severance at or above the wrist or ankle.
- Loss of a finger by severance at the joint proximate to the first interphalangeal joint where it is attached to the hand.
- Loss of a toe by severance at the joint proximate to the first interphalangeal joint where it is attached to the foot.

Functional Loss means any of the following:

- Loss of hearing: permanent deafness in at least one ear, such that it cannot be corrected to any functional degree by any procedure, aid or device. Loss of hearing must be confirmed by a Doctor within 90 days of the Covered Accident.
- Loss of sight: Permanent loss of sight in an eye. With correction, visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees. Loss of sight must be confirmed by a Doctor within 90 days of the Covered Accident.
- Loss of ability to speak: total and Permanent loss of audible communication (aphonia), if such loss cannot be corrected to any functional degree by any procedure, aid or device. Loss of ability

to speak must be confirmed by a Doctor within 90 days of the Covered Accident or Covered Injury.

Broken Tooth Benefit: If a Covered Person sustains an accidental injury that results in a Broken Tooth and the tooth is repaired by a dental crown or filling, or is extracted, We will pay the Broken Tooth Benefit, shown in the Schedule of Benefits, that is applicable to the dental crown, filling and/or extraction, subject to all of the following:

(a) The dental services must begin within 90 days after the Covered Accident or Covered Injury occurs.

(b) If there are multiple broken teeth, we will pay no more than 1 crown, no more than 1 filling and no more than 1 extraction per Covered Person, per Covered Accident or Covered Injury.

(c) We will pay the Broken Tooth Benefit no more than 2 times per Covered Person, per Calendar Year.

Prudential will not pay for an injury to a tooth that is not a sound, natural tooth or for an injury caused by biting or chewing.

Burn Benefit: If a Covered Person sustains an accidental injury that is a second or third degree burn, Prudential will pay the Burn Benefit, shown in the Schedule of Benefits, that is applicable to the size and severity of the burn, subject to all of the following:

(1) The burn must be treated by a Doctor within 90 days after the Covered Accident or Covered Injury occurs; and

(2) If a burn meets more than one of the burn classifications shown in the Schedule of Benefits, the amount We pay will be based on the classification of the burn that pays the highest benefit; and.

(3) We will pay the Burn Benefit no more than:

  (a) one time per Covered Person, per Covered Accident or Covered Injury; and

  (b) 1 time per Covered Person, per Calendar Year.

(4) No benefit is payable for a first degree burn.

Skin Graft Benefit: Prudential will pay the corresponding amount shown in the Schedule of Benefits if a Covered Person receives a Skin Graft due to injuries sustained in a Covered Accident subject to all of the following:

(1) The Skin Graft must be received within 90 days after the Covered Accident occurs; and

(2) We will pay the Skin Graft benefit no more than:

  (a) 1 time per Covered Person, per Covered Accident; and

  (b) 3 times per Covered Person, per Calendar Year.

A *Skin Graft* is the transplantation of a piece of skin to replace a lost portion of skin due to burns or other accidental traumatic loss of skin.

Coma Benefit: If a Covered Person sustains an accidental injury that results in a Coma, as diagnosed by a Doctor, Prudential will pay the Coma Benefit shown in the Schedule of Benefits, subject to the following:

(1) The Coma must begin within 90 days after the Covered Accident occurs; and

(2) We will pay the Coma Benefit no more than 1 time per Covered Person, per Covered Accident and a maximum of 1 time per Covered Person, per Calendar Year.

Coma means a persistent vegetative state, diagnosed by a Doctor, in which there is no response to stimuli lasting for 7 consecutive days or more.

Prudential will not pay for a medically induced Coma.

Concussion Benefit: If a Covered Person sustains an accidental injury that is a Concussion, Prudential will pay the Concussion Benefit shown in the Schedule of Benefits, subject to all of the following:

(1) The injury must be diagnosed as a Concussion by a Doctor within 2 days after the Covered Accident occurs; and

(2) We will pay the Concussion Benefit no more than 1 time per Covered Person, per Calendar Year.

Dislocation Benefit: If a Covered Person sustains an accidental injury that is a Dislocation, Prudential will pay the Dislocation Benefit shown in the Schedule of Benefits that is applicable to the type of Dislocation the Covered Person sustained, subject to the following:

(1) The injury must be diagnosed and treated as a Dislocation by a Physician within 90 days after the Covered Accident occurs; and

(2) The Dislocation must require, and be corrected by, open (surgical) or closed (non-surgical) reduction by a Doctor; and

(3) Prudential will pay this benefit once for the Dislocation of a joint after the coverage effective date. No benefit is payable for subsequent Dislocations of the same joint after the coverage effective date; and

(4) If a Covered Person suffers more than one Dislocation as a result of the same Covered Accident, the total benefit payable for all such Dislocations is limited to 2 times the benefit amount payable for the joint involved which has the highest benefit amount.

(5) The Partial Dislocation Benefit will be 25% of the Dislocation Benefit shown in the Schedule of Benefits for a Full Dislocation of the joint involved.

Dislocation means a separated joint of a body part that is listed on the Schedule of Benefits under the Dislocation Benefit. The term Dislocation does not include vertebral subluxation complex (misaligned vertebrae).

Full Dislocation means a Dislocation in which the joint is completely separated.

Partial Dislocation means a Dislocation in which the joint is not completely separated.

Eye Injury Benefit: If a Covered Person sustains an accidental injury to an eye, Prudential will pay the Eye Injury Benefit shown in the Schedule of Benefits, subject to all of the following:

(1) The Injury to the eye must require Surgery or the removal of a foreign object by a Doctor within 90 days after the Covered Accident occurs.

(2) We will pay the Eye Injury Benefit no more than:

(a) 1 time per Covered Person, per Covered Accident; and

(b) 3 times per Covered Person, per Calendar Year.

Fracture Benefit: If a Covered Person sustains an accidental injury that is a Fracture, Prudential will pay the Fracture Benefit shown in the Schedule of Benefits that is applicable to the type of Fracture sustained by the Covered Person, subject to all of the following:

(1) The injury must be diagnosed and treated as a Fracture by a Doctor within 90 days after the Covered Accident occurs: and

(2) The Fracture must require, and be corrected by, open (surgical) or closed (non-surgical) reduction by a Doctor. Closed reduction includes immobilization: and

(3) We will pay no more than one Fracture Benefit per bone, per Covered Accident; and

(4) If the Covered Person suffers more than one Fracture as a result of the same Covered Accident, the total benefit payable for all such Fractures combined is limited to 2 times the benefit amount payable for the Fracture involved which has the highest benefit amount; and

(5) If an injury is a Chip Fracture, Prudential will pay the Chip Fracture Benefit instead of the Fracture Benefit. The Chip Fracture Benefit will be 25% of the Fracture Benefit shown in the Schedule of Benefits for the bone involved; and

(6) If the same Fracture is treated with both open reduction and closed reduction, we will pay no more than the Fracture Benefit payable for the open reduction.

Fracture means a break in a bone that is listed on the Schedule of Benefits under Fracture Benefit, which can be detected by an x-ray or similar diagnostic exam.

Chip Fracture means a Fracture in which a small fragment of the bone is broken off.

Laceration Benefit: If a Covered Person sustains an accidental injury that is a Laceration and receive treatment from a Doctor to repair it, Prudential will pay the Laceration Benefit, shown in the Schedule of Benefits, that is applicable to the length of the Laceration and the treatment received as follows:

(1) If the laceration is repaired with stitches, We will pay the Laceration Benefit repaired with stitches; or

(2) If the Laceration is repaired without stitches, We will pay the Laceration Benefit repaired without stitches.

Payment of the Laceration Benefit is subject to all of the following:

- The Laceration must be treated by a Doctor within 90 days after the Covered Accident occurs; and
- If the Laceration is repaired with sutures or staples it will be considered to be repaired with stitches for the purposes of the Laceration Benefit; and
- If a Covered Person has more than one Laceration, the amount We pay will be based on the total length of all Lacerations received in the same Covered Accident that are repaired with

stitches. If some, but not all, of the Lacerations require repair with stitches, We will not pay any benefit for the Laceration(s) that are repaired without stitches; and

- If an injury meets the definition of both a Laceration and a Puncture Wound, we will only pay the benefit which has the higher benefit amount.
- We will pay the Laceration Benefit no more than one time per Covered Person, per Covered Accident; and up to a maximum of 3 times per Covered Person, per Calendar Year.

Laceration means a cut of the full thickness of the skin.

Paralysis Benefit: If a Covered Person sustains an accidental injury that results in Paralysis, Prudential will pay the Paralysis Benefit shown in the Schedule of Benefits that applies to the type of Paralysis that the Covered Person sustained, subject to all of the following:

(1) Paralysis must be documented by a Doctor within 90 days after the Covered Accident occurs; and.

(2) If a Covered Person sustains an accidental injury that results in a Paralysis that falls under more than one classification on the Schedule of Benefits, We will only pay the benefit that applies to the classification that pays the highest benefit; and

(3) We will pay the Paralysis Benefit no more than one time per Covered Person, per Covered Accident or Covered Injury.

Paralysis means the permanent total and irrecoverable loss of movement of 1 or more limbs:

(1) that has lasted for a continuous period of not less than 90 days as confirmed by a Doctor; or

(2) as a result of transected spinal cord with supporting clinical and radiological evidence and no expectation of return to function.

The term Paralysis does not include a Dismemberment or Coma.

Puncture Wound: If a Covered Person sustains an accidental injury that is a Puncture Wound and such wound is treated by a Doctor, Prudential will pay the Puncture Wound Benefit shown in the Schedule of Benefits, subject to all of the following:

(1) The Puncture Wound must be treated by a Doctor within after the Covered Accident occurs.

(2) We will pay the Puncture Wound Benefit no more than 1 time per Covered Person, per Covered Accident, up to a maximum of 3 times per Covered Person, per Calendar Year.

Puncture Wound means an injury caused by an object, including a needle, that pierces or penetrates the full thickness of the skin.

Advanced Diagnostic Testing Benefit: Means any of the following:

- magnetic resonance imaging (MRI) or magnetic resonance (MR);
- nerve conduction velocity test (NCV);
- computed tomography scan (CT) or computed axial tomography (CAT);
- electroencephalogram (EEG);

- positron emission tomography (PET);
- single-photon emission computed tomography (SPECT Scan);
- magnetic resonance angiogram (MRA);
- bone scintigraphy (bone scan);

Prudential will pay this benefit if a Covered Person sustains an accidental injury and receives any of the above medical tests to evaluate the injury. We will pay the Advanced Diagnostic Testing Benefit shown in the schedule of benefits subject to the following:

(1) The test must be ordered by a Doctor and be performed within 90 days after the Covered Accident occurs.

(2) We will pay the Diagnostic Testing Benefit no more than 1 time per Covered Person, per Covered Accident and up to a maximum of 3 times per Covered Person, per Calendar Year.

Air Ambulance Benefit:

Prudential will pay the Air Ambulance Benefit shown in the Schedule of Benefits section if a licensed professional air ambulance service is required to transport a Covered Person by air to or from a Hospital or between medical facilities where treatment is received due to an accidental injury subject to the following:

(1) The air ambulance transportation must occur within 90 days after the Covered Accident or Covered Injury occurs; and

(2) Prudential will pay this benefit 1 time per Covered Accident and a maximum of 2 times per Covered Person, per Calendar Year

Ground/Water Ambulance Benefit:

Prudential will pay the benefit shown in the Schedule of Benefits section if a licensed professional ambulance service is required to transport a Covered Person by ground or water to or from a Hospital or between medical facilities where treatment is received due to an accidental injury subject to the following:

(1) The ambulance transportation must occur within 90 days after the Covered Accident or Covered Injury occurs; and

(2) Prudential will pay this benefit 1 time per Covered Accident and a maximum of 2 times per Covered Person, per Calendar Year

Blood / Plasma / Platelets: Prudential will pay this benefit if a Covered Person sustains an accidental injury and receives a transfusion of blood, plasma, or platelets subject to the following:

(1) The blood, plasma or platelets must be administered within 90 days of the Covered Accident, and must be prescribed by a Doctor on an emergency basis or provided while the Covered Person is undergoing a Covered Surgery; and

(2) Prudential will pay this benefit 1 time per Covered Person, per Covered Accident and a maximum of 3 times per Covered Person, per Calendar Year

Doctor Follow-Up Visit Benefit: Prudential will pay the benefit shown in the Schedule of Benefits if a Covered Person sustains a Covered Injury and receives follow-up care for the Covered Injury, that is recommended by a Doctor, subject to the following:

(1) Treatment must begin within 90 days after the Covered Accident occurs and be provided within 365 days after the Covered Accident occurs; and

(2) Treatment must be specific to the injury; and

(3) Treatment must occur on an outpatient basis; and

(4) Treatment must not be for preventative testing, or any treatment for which a benefit is payable under the Therapy Services Benefit, Emergency Care Benefit, or Non-Emergency Initial Care Benefit; and

(5) Prudential will pay this benefit no more than 2 times per Covered Person, per Covered Accident, and up to a maximum of 6 times per Covered Person per Calendar Year.

Emergency Care Benefit: If a Covered Person sustains an accidental injury and receives initial care from a Doctor for the injury in an Emergency Room, a Doctor's office, or an Urgent Care Facility, within 90 days after the Covered Accident occurs, Prudential will pay the Emergency Care Benefit, shown in the Schedule of Benefits that is applicable to the place where care is received.

If a Covered Person sustains an injury and receives initial care from a Doctor for the injury in an Emergency Room, a Doctor's office, or an Urgent Care Facility, more than 90 days but less than 90 days after the Covered Accident occurs, We will pay the Non-Emergency Initial Care Benefit shown in the Schedule of Benefits.

Payment of the Emergency Care Benefit and the Non-Emergency Initial Care Benefit is subject to both of the following:

(1) We will never pay both the Emergency Care Benefit and the Non-Emergency Initial Care Benefit for a Covered Person, for the same Covered Accident; and

(2) If We pay either the Emergency Care Benefit or the Non-Emergency Initial Care Benefit, We will pay the benefit no more than one time per Covered Person, per Covered Accident.

Joint Replacement Benefit: If, as a result of a Covered Accident, a Covered Person sustains an injury which requires an elbow, hip, knee, or shoulder replacement and undergoes the replacement surgery, Prudential will pay the Joint Replacement Benefit shown in the Schedule of Benefits subject to both of the following:

(1) The joint replacement must be performed by a Doctor within 90 days after the Covered Accident occurs; and

(2) We will pay the Joint Replacement Benefit no more than one time per Covered Person, per Covered Accident.

Lodging Benefit: If a Covered Person is Confined in a Hospital for treatment of an accidental injury, and a companion who accompanies the Covered Person while the Covered Person is so Confined stays in a Lodging for which a charge is made, Prudential will pay the Lodging Benefit shown in the Schedule of Benefits subject to all of the following:

(1) We will pay the Lodging Benefit for each day the companion stays in a Lodging while the Covered Person is Confined in a Hospital for treatment of an accidental injury; and

(2) We will pay the Lodging Benefit for up to 30 days per Calendar Year; and

(3) The Lodging Benefit is only payable for a day for which We are paying a Confinement Benefit for a Covered Person; and

(4) You must submit Proof that the companion incurred an expense for staying at a Lodging for each day of the stay.

Lodging means an establishment licensed under the laws where it is located, such as a motel, hotel, or other facility that provides sleeping accommodations to the general public in exchange for a fee and is located at least 50 miles one-way from the Covered Person's Primary Residence.

Medical Appliance: Prudential will pay the benefit as shown in the Schedule of Benefits for the type of Medical Appliance prescribed if a Covered Person sustains an accidental injury for which a Doctor prescribes the use of a Medical Appliance as an aid in personal locomotion or mobility, subject to all of the following:

(1) The prescription of such Medical Appliance must begin within 90 days after the Covered Accident occurs; and

(2) The use of such Medical Appliance must begin within 90 days after the Covered Accident occurs; and

(3) The amount We will pay for all Medical Appliances combined will be no more than $1,000 per Covered Person, per Covered Accident.

(4) Prudential will not pay the Medical Appliance Benefit for the replacement of a Medical Appliance; and

(5) If a single piece of medical equipment is eligible for benefits under both the Medical Appliance Benefit and the Durable Medical Equipment Benefit, we will pay the greater of the two benefits but not both.

Medical Appliance means any of the following:

- brace for the neck, back or leg
- cane
- crutches
- walker
- walking boot that extends above the ankle
- wheelchair or motorized scooter for medical purposes
- any other medical device used for mobility

Outpatient Intravenous (IV) Infusion Therapy Benefit: Prudential will pay the amount shown in the Schedule of Benefits if, as a result of a Covered Accident, a Covered Person receives IV Infusion Therapy on an outpatient basis subject to all of the following:

(1) IV Infusion Therapy treatment must:

- be provided within 90 days after the Covered Accident occurs;

- be provided in an outpatient setting; and
- be prescribed by a Doctor; and

(2) We will pay the Outpatient IV Infusion Therapy Benefit no more than:

- 2 times per Covered Person, per Covered Accident; and
- 5 times per Covered Person, per Calendar Year.

IV Infusion Therapy means the administration of a prescribed drug through a needle or catheter. The term IV Infusion Therapy does not include a blood transfusion.

Pain Management - General Anesthesia Benefit: If a Covered Person sustains an accidental injury and undergoes a Covered Surgery, for which a benefit is payable under the Group Insurance Certificate, for such injury in a Hospital or Outpatient Surgery Facility, Prudential will pay the Pain Management - General Anesthesia Benefit shown in the Schedule of Benefits, subject to all of the following:

(1) General Anesthesia must be administered by a Doctor within 90 days after the Covered Accident occurs, during a Covered Surgery to treat the injury; and

(2) We will pay the Pain Management - General Anesthesia Benefit no more than 1 time per Covered Person, per Covered Accident, up to a maximum of 3 times per Covered Person, per Calendar Year; and

(3) We will not pay a Pain Management - General Anesthesia Benefit for local anesthesia or regional anesthesia (including epidural anesthesia or spinal anesthesia).

General Anesthesia means an induced state of unconsciousness accompanied by a loss of protective reflexes, including the ability to maintain an airway independently and respond purposely to physical stimulation or verbal command.

Pain Management - Epidural Anesthesia Benefit: If a Covered Person sustains an accidental injury and receives epidural anesthesia to manage pain from the injury, Prudential will pay the Pain Management - Epidural Anesthesia Benefit shown in the Schedule of Benefits, subject to all of the following:

(1) The epidural anesthesia must be administered within 90 days after the Accident occurs; and

(2) Epidural anesthesia to manage pain from an injury must be prescribed by a Doctor; and

(3) We will pay the Pain Management - Epidural Anesthesia Benefit no more than 1 time per Covered Person, per Accident and a up to a maximum of 3 times per Covered Person, per Calendar Year.

Prosthetic Device Benefit: If a Covered Person sustains an accidental injury that is a loss of limb, hand, foot, or sight in an eye and receives a Prosthetic Device as a result of the loss, Prudential will pay the Prosthetic Device Benefit shown in the Schedule of Benefits, that is applicable to the number of Prosthetic Devices the Covered Person receives, subject to all of the following:

(1) The Prosthetic Device must be received within 365 days after the Covered Accident occurs; and

(2) No benefit will be payable for replacement of a Prosthetic Device; and

(3) No benefit will be payable for more than one Prosthetic Device for the same body part; and

(4) We will not pay the Prosthetic Device Benefit for a joint replacement such as an artificial hip or knee;and

(5) For a Dependent Child who is under age 18, We will pay the Prosthetic Device Benefit no more than:

(a) 1 time, per Covered Accident; and

(b) 1 time per Calendar Year.

(6) For all other Covered Persons, We will pay the Prosthetic Device Benefit no more than:

(a) 1 time per Covered Person, per Covered Accident; and

(b) 1 time per Covered Person, per Calendar Year.

Prosthetic Device means an artificial device that replaces a missing body part. The term Prosthetic Device does not include hearing aids, dental aids (including false teeth), eyeglasses, or cosmetic prostheses such as wigs.

Surgical Repair Benefit: If a Covered Person undergoes a Covered Surgery to treat an accidental injury, while Confined, Prudential will pay the applicable benefit shown in the Schedule of Benefits under Surgical Repair Benefit, for the type of Covered Surgery the Covered Person undergoes, subject to all of the following:

- The Covered Person must be treated by a Doctor for the injury within 90 days after the Covered Accident occurs.
- The Covered Surgery must be performed by a Doctor within 180 days after the Covered Accident occurs.
- If the Covered Surgery is performed with repair, We will pay the Surgical Repair Benefit shown in the Schedule of Benefits for the applicable procedure; and
- If the Covered Surgery performed is Exploratory Surgery, We will pay the Exploratory Surgery Benefit shown in the Schedule of Benefits; and
- If as a result of the same Covered Accident, the Covered Person has a Covered Surgery and another Outpatient Surgery performed at the same time, We will only pay one benefit which will be the benefit that pays the higher amount; and
- If as a result of the same Covered Accident, a Covered Person has more than one Covered Surgery performed at the same time, We will only pay a benefit for one Covered Surgery, which will be the Covered Surgery with the highest benefit amount; and
- We will pay the Surgical Repair Benefit no more than 1 time per Covered Person, per Covered Accident, up to a maximum of 3 times per Covered Person, per Calendar Year.

Exploratory Surgery means a Covered Surgery performed without surgical repair. For surgery to treat torn cartilage in the knee, if the cartilage is shaved or trimmed from the knee, the Surgery will be considered Exploratory Surgery and not a Surgery with Repair.

Other Outpatient Surgery Benefit: If A Covered Person sustains an accidental injury and undergoes Outpatient Surgery to treat the injury in an Outpatient Surgery Facility, Prudential will pay the Other Outpatient Surgery Benefit as shown on the Schedule of Benefits, subject to all of the following:

(1) The Covered Person must be treated by a Doctor for the injury within 90 days after the Accident occurs.

(2) The surgery must be performed by a Doctor in an Outpatient Surgery Facility within 180 days after the Covered Accident occurs.

(3) If, as a result of the same Covered Accident, the Covered Person has a Covered Surgery and another Outpatient Surgery performed at the same time, We will only pay one benefit which will be the benefit with higher benefit amount.

(4) We will pay the Other Outpatient Surgery Benefit no more than 1 time per Covered Pesron, per Covered Accident and up to a maximum of 3 times per Covered Person, per Calendar Year.

Telemedicine Services Benefit: Prudential will pay the Telemedicine Services Benefit shown in the Schedule of Benefits for each day that, due to a Covered Accident, a Covered Person seeks medical advice from a Doctor via Telemedicine Services subject to all of the following:

(1) Telemedicine Services must be provided within 90 days after the Covered Accident occurs; and

(2) Telemedicine Services must be provided in lieu of an outpatient Doctor's office visit or Hospital emergency room visit; and

(3) We will pay the Telemedicine Services Benefit no more than:

- 5 times per Covered Person, per Covered Accident; and
- 10 times per Covered Person, per Calendar Year.

Telemedicine Services means a medical inquiry with a Doctor via audio or video communication that assists with a patient's assessment, diagnosis, and consultation.

Therapy Services Benefit: If a Covered Person sustains an accidental injury and receives Therapy Services, Prudential will pay the Therapy Services Benefit shown in the Schedule of Benefits that applies to the type of Therapy Service received, subject to all of the following:

(1) Therapy Services must:

(a) Begin within 90 days after the Accident occurs and be provided within 365 days after the Accident occurs;

(b) Be provided on an outpatient basis;

(c) Be prescribed by a Doctor; and

(d) Be provided by a practitioner licensed to provide the type of Therapy Services provided and operating within the scope of such license.

(2) We will pay the Therapy Services Benefit for Therapy Services no more than:

(a) 10 times per Covered Person, per Accident; and

(b) 10 times for per Covered Person, per calendar year.

(3) We will not pay a Therapy Services Benefit for Therapy Services received by the Covered Person on the same day for which the Inpatient Rehabilitation Benefit is payable.

Therapy Services means any of the following:

- cognitive behavioral therapy
- occupational therapy
- physical therapy
- respiratory therapy
- speech therapy
- vocational therapy

Alternative Therapy Benefit: If a Covered Person sustains a Covered Accident and receives chiropractic or acupuncture therapy, Prudential will pay the Alternative Therapy Benefit shown in the Schedule of Benefits that applies to the type of therapy received, subject to all of the following:

(1) Alternative Therapy must:

  (a) Be provided within 90 days after the Covered Accident occurs; and;

  (b) Be provided on an outpatient basis;

  (c) Be prescribed by a Doctor; and

  (d) Be provided by a practitioner licensed to provide the type of therapy provided and operating within the scope of such license.

(2) We will pay the Alternative Therapy Services Benefit no more than:

  (a) 5 times per Covered Person, per Accident; and

  (b) 10 times for per Covered Person, per calendar year.

(3) We will not pay an Alternative Therapy Benefit for therapy received by the Covered Person on the same day for which the Inpatient Rehabilitation Benefit is payable.

Transportation Benefit: Prudential will pay the Transportation Benefit shown in the Schedule of Benefits if You must travel from Your primary residence more than 50 miles one way on the advice of a Doctor for treatment that is not available locally due to a Covered Accident. We will pay the Transportation Benefit subject to the following:

(1) Treatment must require a Hospital Confinement within 90 days after the Covered Accident occurs; and

(2) Treatment must occur within 90 days after the Covered Accident occurs; and

(3) We will pay the Transportation Benefit no more than:

  (a) 1 time for You, per Covered Accident; and

  (b) 2 times for You, per Calendar Year**.**

(4) We will not pay the Transportation Benefit if the Ground/Water Ambulance Benefit or Air Ambulance Benefit is payable for the trip.

X-ray Benefit: If a Covered Person sustains an accidental injury and receives an X-ray to evaluate the injury, Prudential will pay the X-ray Benefit shown in the Schedule of Benefits subject to all of the following:

(1) The x-ray must be prescribed by a Doctor and be performed within 90 days after the Covered Accident occurs.

(2) We will pay the X-Ray Benefit no more than 1 time per Covered Person, per Covered Accident, up to a maximum of 3 times per Covered Person, per Calendar Year.

Accident - Hospital Admission Benefit: Prudential will pay the Accident - Hospital Admission Benefit shown in the Schedule of Benefits section, if a Covered Person is admitted as an inpatient to a Hospital for treatment of an accidental injury, subject to all of the following:

(1) the admission must occur within 90 days after the Covered Accident occurs.

(2) The Accident - Hospital Admission Benefit is not payable for Emergency Room treatment, outpatient treatment, or a stay in an Observation Area.

(3) We will only pay the Accident - Hospital Admission Benefit for a Covered Person for one Hospital admission at a time, even if the admission is caused by more than one Covered Accident and/or injury.

(4) We will only pay one Accident - Hospital Admission Benefit per Covered Person, per Covered Accident. If the Covered Person moves from or to an Intensive Care Unit after initial admission to a Hospital, We will not pay an additional Accident - Hospital Admission Benefit or Accident - Intensive Care Unit (ICU) Admission Benefit.

(5) We will pay the Accident - Hospital Admission Benefit no more than:

    (a) one time per Covered Person, per Covered Accident; and

    (b) 3 times per Covered Person, per Calendar Year.

If a Covered Person is admitted to a Hospital and becomes admitted again within 90 days for the same or related condition, We will treat the admission as a continuation of the prior admission. If more than 90 days have passed between the periods of admission, We will treat this admission as a new admission.

Accident - Intensive Care Unit (ICU) Admission Benefit: Prudential will pay the Accident - ICU Admission Benefit shown in the Schedule of Benefits section, if a Covered Person, upon initial admission to a Hospital for treatment of an accidental injury, is admitted as an inpatient to an ICU, subject to the following:

(1) The admission must meet the requirements for payment of the Accident - Hospital Admission Benefit.

(2) The admission must occur within 90 days after the Covered Accident occurs.

(3) We will pay the Accident - ICU Admission Benefit no more than:

    (a) one time per Covered Person, per Accident.

    (b) 3 times per Covered Person, per Calendar Year.

(4) We will only pay one Hospital Admission Benefit per Covered Person, per Covered Loss. If the Covered Person moves from or to an Intensive Care Unit after initial admission to a Hospital, We will not pay an additional Hospital Admission Benefit or Intensive Care Unit (ICU) Admission Benefit.

If the Covered Person is Confined in a Hospital and becomes Confined again within 90 days for the same or related condition, We will treat the Confinement as a continuation of the prior Confinement. If more than 90 days have passed between the periods of Confinement, We will treat this Confinement as a new Confinement.

Accident - Hospital Confinement Benefit: Prudential will pay the Accident -Hospital Confinement Benefit shown in the Schedule of Benefits for each 24 hour period of Confinement, after the day of admission to the Hospital, if a Covered Person is Confined in the Hospital for treatment of an accidental Injury subject to all of the following:

(1) The initial Hospital Confinement must begin within 90 days after the Covered Accident occurs.

(2) The Accident - Hospital Confinement benefit is not payable for a day in which the Accident - Hospital Admission or Accident - ICU Admission benefit is payable or for a Confinement of less than 24 hours;.

(3) The Accident - Hospital Confinement Benefit is payable for up to 365 days per Covered Person, per Covered Accident.

(4) We will pay the Accident - Hospital Confinement Benefit no more than 3 times per Covered Person, per Calendar Year.

(5) We will only pay the Accident - Hospital Confinement Benefit for a Covered Person for one Hospital Confinement at a time, even if the Confinement is caused by more than one Covered Accident and/or Covered Injury.

(6) We will only pay one Accident - Hospital Confinement Benefit per day. If a Covered Person has a non-ICU Hospital Confinement and an ICU Confinement on the same day, We will only pay the Hospital Confinement Benefit that applies to Intensive Care Unit Confinement.

If a Covered Person is Confined in a Hospital and becomes Confined again within 90 days for the same or related condition, We will treat the Confinement as a continuation of the prior Confinement. If more than 90 days have passed between the periods of Confinement, We will treat this Confinement as a new Confinement.

Accident - Intensive Care Unit (ICU) Confinement Benefit: Prudential will pay the Accident - ICU Confinement Benefit shown in the Schedule of Benefits section, for each 24 hour period of confinement if a Covered Person is Confined in an Intensive Care Unit for treatment of an accidental injury and meets the requirements for payment of the Accident - Hospital Confinement Benefit, subject to all of the following:

(1) Confinement in the Intensive Care Unit must begin within 90 days after the Covered Accident occurs.

(2) The Accident - ICU Confinement benefit is not payable for a day in which the Accident - Hospital Admission or Accident - ICU Admission benefit is payable or for a Confinement of less than 24 hours.

(3) The Accident - ICU Confinement Benefit is payable for up to 30 days per Covered Person, per Covered Accident.

(4) We will pay the Accident - ICU Confinement Benefit no more than 3 times per Covered Person, per Calendar Year.

(5) We will only pay the Accident - ICU Confinement Benefit for a Covered Person for one Hospital Confinement at a time, even if the Confinement is caused by more than one Covered Accident and/or Covered Injury.

(6) We will only pay one Accident - Hospital Confinement Benefit per day. If a Covered Person has a non-ICU Hospital Confinement and an ICU Confinement on the same day, We will only pay the Hospital Confinement benefit that applies to Intensive Care Unit Confinement.

If a Covered Person is Confined in a Hospital and becomes Confined again within 90 days for the same or related condition, We will treat the Confinement as a continuation of the prior Confinement. If more than 90 days have passed between the periods of Confinement, We will treat this Confinement as a new Confinement.

Inpatient Rehabilitation Benefit: If a Covered Person is transferred to a Rehabilitation Facility immediately after a period of Confinement for treatment of an accidental injury, We will pay the Inpatient Rehabilitation Benefit shown in the Schedule of Benefits, subject to all of the following:

(1) We will pay the Inpatient Rehabilitation Benefit for each day of the Covered Person's continuous stay as a resident inpatient in a Rehabilitation Facility, up to a maximum stay of 15 days per Covered Person, per Covered Accident or Covered Injury but not to exceed 30 days per Calendar Year; and.

(2) The Covered Person's inpatient stay in the Rehabilitation Facility must start within 365 days after the Covered Accident occurs; and.

(3) After the Covered Person is discharged from the Rehabilitation Facility, We will not pay the Inpatient Rehabilitation Benefit for a subsequent admission to a Rehabilitation Facility for treatment of the same accidental injury for which We already paid the Inpatient Rehabilitation Benefit.

(4) We will not pay the Inpatient Rehabilitation Benefit for a day for which we have also paid the Accident - Hospital Confinement Benefit, Accident - ICU Confinement Benefit, Accident - Hospital Admission Benefit, or Accident - ICU Admission Benefit.

Modification Benefit: If a Covered Person sustains an accidental injury for which We paid a Dismemberment, Functional Loss or Paralysis Benefit, We will pay the Modification Benefit shown in the Schedule of Benefits for Modifications made to the Covered Person's primary residence or vehicle, subject to all of the following:

(1) A Doctor must certify that because of the accidental injury, the Modification is necessary to help enable the Covered Person to live in his or her primary residence or travel in his or her primary vehicle.

(2) The Modification must be made within 180 days after the Covered Accident occurs.

(3) We will pay the Modification Benefit no more than:

  (a) 1 time per Covered Person, per Accident; and

  (b) 1 time per Covered Person, per Calendar Year.

Organized Sports Activity Benefit: If any of the benefits listed under the Schedule of Benefits are payable under this Group Insurance Certificate for an injury sustained by a Dependent Child as a result of their participation in an Organized Sports Activity, Prudential will increase the amount payable under the Group Insurance Certificate for such benefits by the percentage shown in the Schedule of Benefits subject to all of the following:

(1) The Dependent Child must be insured under this Group Insurance Certificate on the date the Covered Accident occurred; and

(2) The injury must be as a result of a Covered Accident that occurred while the Dependent Child was participating as a player in an Organized Sports Activity; and

(3) The Dependent Child must be 26 years of age or younger as of the date of the Covered Accident; and

(4) We are provided proof of the Dependent Child's registration for participation in the Organized Sports Activity; and

(5) We are provided with an incident report in which the Covered Accident is reported or information that supports that the Covered Accident occurred during an Organized Sports Activity; and

(6) We will pay the Organized Sports Activity Benefit no more than once per Dependent Child, per Covered Accident up to a maximum of 2 times per Dependent Child per Calendar Year.

The Organized Sports Activity Benefit is only payable as an increase to a benefit that is payable under this Group Insurance Certificate. If a particular benefit is not payable under this Group Insurance Certificate, no amount will be payable under the Organized Sports Activity Benefit.

Organized Sports Activity means an amateur sports competition or organized practice for an amateur sports competition:

- in which participation is not for wage or profit;
- which is overseen by an Amateur Sports Organization; and
- in which formal registration is required to participate.

The term Organized Sports Activity does not include:

- coaching, officiating or refereeing activities;
- travel to or from a sports competition or practice; or
- any activities that occur before, after or between sports competitions or practices.

Amateur Sports Organization means an organization that oversees scholastic, recreational or social sports activities, sets up official rules and standards of play, arranges for officials to oversee competition, and organizes inter-team competition, facilities and equipment. The term includes public and private schools and sports associations.

Who is Eligible to Become Insured

FOR EMPLOYEE INSURANCE

You are eligible 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 the 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 Employer included under the Group Contract: For the insurance, You will be considered an Employee of only one of those Employers. 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 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 prior to their enrollment for Dependents Insurance.

  Your Spouse means Your lawful Spouse.
- Your Child(ren) from live birth to 26 years old.
- Your Children include Your:

(1) Biological Children; and

(2) Legally adopted Children, Children placed with You for adoption prior to legal adoption, and each of Your step Children. 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; and

(3) Foster Children; and

(4) Children for whom You or Your Spouse:

(a) have been appointed the legal guardian; and

(b) claim as a dependent on Your or Your Spouse's federal income tax returns.

A Child who is Your or Your Spouse'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 the age limit for a Qualified Dependent Child.

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 that 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, or Child is not Your Qualified Dependent while:

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

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

(3) the Spouse, or Child has protection under any Employee Coverage of the Group Contract after the Spouse's, or Child's insurance under that Coverage ends.

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

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

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

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

When You Become Insured

FOR EMPLOYEE INSURANCE

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

- You have enrolled, if the Coverage is Contributory; and
- Your billing period begins, as defined by Your Employer; 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. You may enroll for Contributory Insurance (1) within 31 days of when You could first be covered, (2) within 31 days of a Qualified Life Event, or (3) during the Annual Enrollment Period. 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. The General Definitions section explains what “Annual Enrollment Period” and “Qualified Life Event” means.

FOR DEPENDENTS INSURANCE

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

- You have enrolled for Dependents Insurance under the Coverage ; and
- The person is Your Qualified Dependent; and
- You are in a Covered Class for that insurance; and

- You are insured for the Employee Insurance under the Coverage; and
- Your insurance for that Qualified Dependent is not being delayed under the Delay of Effective Date section below; and
- Dependents Insurance under the Coverage is part of the Group Contract.

You must enroll your Qualified Dependent on a form approved by Prudential and agree to pay the required contributions. You may enroll for Contributory Dependents Insurance (1) within 31 days of when You could first be covered, (2) within 31 days of a Qualified Life Event, or (3) during the Annual Enrollment Period. 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.

The General Definitions section explains what "Annual Enrollment Period" and "Qualified Life Events" means.

Change in Family Status: It is important that You inform the Employer promptly when You first acquire 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; or
- Qualified Dependent Spouse only; or
- Qualified Dependent Spouse and Children; or
- Qualified Dependent Children only.

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

Forms are available for reporting these changes.

Delay of Effective Date

FOR EMPLOYEE INSURANCE

Your Employee Insurance under the 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 change would take effect, it will take effect on the first day You meet that requirement. The Delay of Effective Date rule does not apply to any decreases in Your insurance.

FOR DEPENDENTS INSURANCE

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 the Coverage

for that Qualified Dependent, or any change in that insurance that is subject to this section, would take effect, it will not then take effect. The insurance or change will take effect upon the Qualified Dependent's final medical release from all such confinement. The other requirements for the insurance or change must also be met.

Newborn Child Exception: Your newborn Dependent Children will automatically be covered for 31 days from their moment of birth if You are insured. If You wish to continue coverage for Your Dependent Child, You must notify us on or before the end of the 31 day Qualified Life Event period and pay any additional Premium. If You already have coverage for Your Dependent Children, then all eligible Dependent Children will be covered, and You do not need to notify us or pay any additional premium for the newly eligible Dependent Child.

When Your Insurance Ends

EMPLOYEE AND DEPENDENTS INSURANCE

Your Employee Insurance under the Coverage or Your Dependents Insurance under the Coverage will end on the first of these to occur:

- Your membership in the Covered Classes for the insurance ends because Your employment ends (see below) or for any other reason; or
- Your class is removed from the Covered Classes for the insurance; or
- The date the Group Contract providing the insurance ends; or
- You reach age 100; or
- You die.
- For Contributory Insurance under the Coverage, You fail to pay, when due, any required contribution. But, if Employee Insurance is Contributory, failure to contribute for Dependents Insurance will not cause Your Employee Insurance to end.
- The insurance is Dependents Insurance, and Your Employee Insurance under the Coverage ends.
- That person ceases to be a Qualified Dependent for the Coverage. A Spouse will cease to be a Qualified Dependent at age 100. (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 Employer 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.

Your employment in the Covered Classes will not be considered to end while You are absent from work due to leave for which insurance is required to be continued under the Federal Family and Medical Leave Act of 1993 or a state law requiring similar continuation, as reported to Prudential by the Employer.

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 only to the Dependents Insurance You have for a Child under the Coverage. 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.

Continuation of Coverage at Your Option:

Your Coverage becomes portable and You may elect to continue Coverage for You and Your Qualified Dependents if:

(1) Coverage for You and Your Qualified Dependents under the Group Contract would have ended because:

    (a) Your employment ended; or

    (b) You are no longer a member of a Covered Class because Your work hours were reduced.

Prudential will mail to You a notice of Your right to continue the Coverage. The notice will state the amount of the payments required for the portable Coverage and the manner in which payments must be made.

If You want to continue the Coverage, Your first Premium payment must be sent to Prudential by the later of:

(1) 31 days after the Coverage would otherwise have ended; and

(2) 15 days after You receive the notice informing You of Your right to continue. But, in no event may election be made if You do not apply for continuation of Coverage and pay the first payment prior to 92 days after You cease to be covered for the Coverage.

If this is done, the portable Coverage will be continued from the date it would have ended until the first of these occurs:

(1) You reach age 100; or

(2) You die; or

(3) You fail to make, when due, any payment required for the continued Coverage; or

(4) The insurance is Dependents Insurance, and Your Employee Insurance under the Coverage ends; or

(5) You become covered under any other Group Accident Plan.

Your Dependents Insurance for a Qualified Dependent under the continued Coverage will end on the first of these to occur:

(1) That person ceases to be a Qualified Dependent for the Coverage. A Spouse will cease to be a Qualified Dependent at age 100. A Dependent Child will cease to be a Qualified Dependent at age 26. (See Continued Coverage for an Incapacitated Child above.)

(2) You reach age 100.

While Accident Coverage is continued under this part, all other terms of the Group Contract apply, except:

(1) Your Amount of Insurance under the continued Coverage may not be increased.

(2) The Amount of Insurance on each dependent under the continued Coverage may not be increased.

(3) Once Coverage is being continued under this part, no other continuation provisions may apply, except for the Continued Coverage for an Incapacitated Child provision above.

Claims Incurred During Continuation Eligibility Period

A claim may be payable under this Section if:

(1) the claim is incurred within 31 days after You cease to be a Covered Person; and

(2) You are entitled (under the previous Section) to continue Your Coverage; and

(3) the claim qualifies for payment based on the provisions defined within this Group Insurance Certificate

The amount of any benefit payable is equal to the amount of the benefit that would have been payable as a member of the Active Class. It is payable even if You did not elect to continue Your Coverage. It is payable when Prudential receives written proof of claim in addition to any required substantiating documentation that demonstrates that the claim qualifies for payment based on the definitions, requirements, and exclusions outlined in this Group Insurance Certificate.

EXTENSION OF BENEFITS

If a Covered Person is Confined on the date Your insurance ends and You do not continue insurance under the Continuation of Coverage at Your Option section, We will pay certain benefits for such Covered Person if the Confinement continues after Your insurance ends, in accordance with, and subject to all of the following:

(1) No benefits will be available under this Extension of Benefits provision if Your insurance ends due to non-payment of premium; and

(2) The Accident – Hospital Admission Benefit, the Accident – Hospital Confinement Benefit, the Accident – Intensive Care Unit (ICU) Admission Benefit, and the Accident – Intensive Care Unit (ICU) Confinement Benefit will be payable if requirements for payment of those benefits are met while the Covered Person is Confined. No other benefits will be payable; and

(3) Benefits payable under this Extension of Benefits provision will be paid in accordance with and subject to the terms and conditions of this Group Insurance Certificate, except as set forth in this provision; and

(4) Benefits under this Extension of Benefits provision will end on the earlier of:

  (a) the date the Covered Person is no longer Confined; or

  (b) the end of the number of days that Confinement Benefits are payable for the Confinement, not to exceed 30 days; and

(5) If the Covered Person is again Confined at any time after discharge, no further benefits will be payable.

Amount of Extended Benefit: This amount is determined as if You had remained a Covered Person under the Accident plan. But it is reduced by any amount payable under the Schedule of Benefits or any Prudential group insurance that replaces this Coverage for a class of Employees.

Effect of Continuation: Continued insurance under the Continuation of Coverage at Your Option provision will be in place of all rights under this Section. But if You have met the requirements of this Section, You can obtain these rights in exchange for all benefits of the continued insurance. Premiums paid under the continued insurance will be refunded.

CHANGE IN CLASS

If there is more than one class eligible for insurance under the Group Contract, and each class has its own certificate, instead of receiving a new certificate when You move between classes, You will remain insured under this Group Insurance Certificate if:

- You move to a class that is eligible for Accident Insurance under the Group Contract; and
- the benefits available to Your new class are identical to the benefits available under this Group Insurance Certificate.

In all other cases when You move between classes, Your insurance under this Group Insurance Certificate will end on the date You are no longer an Employee of the class eligible for insurance under this Group Insurance Certificate.

General Information

A. CLAIM RULES.

These rules apply to payment of benefits under the Coverage.

Notice of Claim: Notice of claim should be sent to Prudential.

Claim Forms: Upon receipt of a notice of claim, Prudential will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Group Insurance Certificate as to proof of loss upon submitting, within the time fixed in the Group Insurance Certificate for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Use a claim form and follow the instructions on the form.

If You do not have a claim form, contact Your Employer, or You can request a claim form from us. If You do not receive the form within 15 days of Your request, send Prudential written proof of claim without waiting for the form.

Proof of Loss: Prudential must be given written proof of the loss including any requested documentation, such as a death certificate, an attending Doctor's statement or medical records 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.

Failure to give proof within 90 days will not invalidate or reduceYour if it was not reasonably possible to give proof within such time provided such proof is given as soon as reasonably possible, and in no event, except in the absence of legal capacity, later than 1 year after the time proof is otherwise required.

Use a claim form and follow the instructions on the form.

The claim form is available from Your Employer, or you can request a claim form from Prudential. If You do not receive the form from Prudential within 15 days of Your request, send Prudential written proof of loss without waiting for the form. You will be deemed to have complied with the proof of loss rules if you submit, within the required time, written proof covering the occurrence, character and extent of the loss for which claim is made.

When Benefits are Paid: Prudential will pay benefits within 30 days after receiving satisfactory written proof of the loss including any requested documentation, such as an attending Doctor's statement or medical records.

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

(1) Benefits for any of Your Losses that are unpaid at Your death or become payable on account of Your death will be paid 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.

(2) If You are not living, benefits for a dependent's Losses are payable to Your Spouse if Your

Spouse is living.

(3) If neither You nor Your Spouse is living, then benefits for a Spouse's Losses will be paid to Your Spouse's estate.

(4) If neither You nor Your Spouse is living, then benefits for a Qualified Dependent Child's Losses will be paid to the Child who suffered the Loss. If that Qualified Dependent Child is not living, the benefits will be paid to the Child's estate.

Physical Exam: Prudential, at its own expense, has the right to examine the person for whom the claim is made. Prudential may do this when and as often as is reasonable while the claim is pending.

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 claim is required.

B. INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY.

This limits Prudential's use of a Covered Person's statements in contesting an amount of that insurance for which the Covered 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 Covered 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 Covered Person; and

(b) a copy of that instrument is or has been furnished to the Covered 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 Covered Person's lifetime.

C. LIMITS ON ASSIGNMENTS.

You may assign Your insurance under the Coverage on forms satisfactory to Prudential. Insurance under the Coverage 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 continue Coverage under the Group Contract. 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.

D. PAYMENT OF PREMIUMS - GRACE PERIOD.

Premiums are to be paid by You to Prudential via payroll deduction or direct bill. Each Premium must be paid by the Premium Payment Date.

Premium Payment Date: The first premium is due on the date You become insured under the Group Contract. Subsequent premiums are due monthly. The Premium Payment Date for each subsequent Premium is the first day of each subsequent payment period.

Grace Period: You may pay each Premium other than the first within 31 days of the Premium Payment Date without being charged interest. Those days are known as the grace period.

If You fail to pay any Premium required for an insurance of the Group Contract by the end of its grace period, Your insurance will end when the grace period ends. You are liable to pay Premiums to the Contract Holder for the time Your insurance is in force.

E. REINSTATEMENT.

If any premium is not paid by the end of its grace period, the Group Contract will end when the grace period ends. Subsequent acceptance of all due and unpaid premium by Prudential or one of its authorized agents, without requiring a written request for reinstatement, will reinstate the Group Contract.

If Prudential or one of its authorized agents receives the Contract Holder's written request for reinstatement, the Group Contract will be reinstated:

(1) upon approval of the request by Prudential;

(2) lacking such approval, on the forty-fifth day after the date of the request unless Prudential has previously notified the Contract Holder in writing of its disapproval of the request.

But, this reinstatement is subject to Prudential's receipt of all due and unpaid premium by the forty-fifth day after the date of the request.

The reinstated Group Contract will cover loss resulting from accidental injury sustained after the date of reinstatement. Prudential and the Contract Holder will have the same rights under the reinstated Group Contract as they had under the Group Contract immediately before the due date for the due and unpaid premium. Any premium accepted in connection with a reinstatement will be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

Exclusions

Prudential will not pay benefits for any loss caused by, contributed to by, or resulting from, directly or indirectly, any of the following:

- Medical malpractice.
- War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression. Terrorism is not considered an act of war.

  Terrorism means the deliberate use of violence or the threat of violence against civilians to create an emotional response through the suffering of victims or to achieve military, political, religious or social objectives.
- An Accident that occurs while the person is serving on Full-time active duty for more than 90 days in any armed forces. But this does not include Reserve or National Guard active duty for training.
- Travel or flight in any vehicle used for aerial navigation, if:

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

  (b) the person is performing as a pilot or a crew member of any aircraft; or

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

  This includes getting in, out, on or off any such vehicle.
- A person's engagement in an illegal occupation or other willful criminal activity for which the person has been convicted under state or federal law.
- Operating a vehicle while intoxicated, as defined under Michigan vehicle code. Conviction is not required for a determination of being intoxicated.
- Participation in these hazardous sports: scuba diving; bungee jumping; base jumping; skydiving; ziplining; parachuting; hang gliding; paragliding; paramotoring; parascending; or ballooning.
- Treatment for dental care or dental procedures, unless treatment is the result of a Covered Accident, Covered Injury or Covered Illness.
- Elective procedures and/or reconstructive surgery, unless it is a result of trauma, infection or other diseases.
- Cosmetic Surgery, except when such Surgery is performed to:

  (a) treat an Injury;

  (b) correct a disorder of normal bodily function or structure that was caused by an Injury for which Coverage is not otherwise excluded under this Group Insurance Certificate; or

(c) reconstruct a part of the body which was disfigured or removed as a result of an Injury for which Coverage is not otherwise excluded under this Group Insurance Certificate.

- The Covered Person's mental illness, or the diagnosis or treatment of such mental illness, except for the Covered Person's use of:

  (a) any drug, medication or sedative that is taken or used as prescribed by a Doctor; or

  (b) an "over the counter" drug, medication or sedative taken as directed.

- Hospital Confinement caused by, contributed to by, or resulting from Mental Illness. However, dementia as a result of stroke, trauma, viral infection, Alzheimer's disease or other conditions not listed which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment are covered under this Group Contract.

Additional Information About Your Plan

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

Toyoda Gosei North America Corporation Accident Insurance Plan

Plan Number

501

Type of Plan

Employee Welfare Benefit Plan

Plan Sponsor

Toyoda Gosei North America Corporation
1400 Stephenson Highway
Troy, Michigan 48083

Employer Identification Number

38-3467216

Plan Administrator

Toyoda Gosei North America Corporation
Attention: Human Resources Department
1400 Stephenson Highway
Troy, Michigan 48083

314-989-1887

Agent for Service of Legal Process

Toyoda Gosei North America Corporation
Attention: Human Resources Department
1400 Stephenson Highway
Troy, Michigan 48083

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

Plan Year Ends

December 31

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.

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.

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 any 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,

(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 appeal again, although you are not required to do so. 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 earlier of the date on which you respond to the request for additional information or the 45th day following the expiration of the second 45-day appeal review period.

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.

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 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.