

SAMPLE

Long Term Disability Coverage

OTHER BENEFIT FEATURES

What Benefits Will be Provided to Your Family If You Die? (Survivor Benefit)

When Prudential receives proof that you have died, we will pay your *eligible survivor* a survivor benefit equal to 3 months of your gross disability payment.

The survivor benefit will be paid if, on the date of your death:

- your disability had continued for 180 or more consecutive days; and
- you were receiving or were entitled to receive payments under the plan.

If a benefit is payable to a person who is a minor or not capable of giving a valid release for any payment due, Prudential may, at its option, pay the amount payable to that person or to any person or institution that appears to Prudential to have assumed the custody and main support of that person. If any amount is so paid, Prudential will not have to pay that amount again.

If you have no eligible survivors, payment will be made to your estate.

However, we will first apply the survivor benefit to any overpayment which may exist on your claim.

Eligible survivor means your spouse, if living; otherwise, your children under age 25.

What Insurance Is Available If You End Employment? (Conversion)

If you end employment with your Employer, your coverage under the plan will end. You may be eligible to purchase insurance under Prudential's group conversion policy. To be eligible, you must have been insured under your Employer's group plan for at least 12 consecutive months. We will consider the amount of time you were insured under the Prudential plan and the plan it replaced, if any.

You are not eligible to apply for coverage under Prudential's group conversion policy if:

- you are or become insured under another group long term disability plan within 31 days after your employment ends;
- you are disabled under the terms of the plan;
- you are age 70 or more when your employment ends;
- your coverage under the plan ends for any of the following reasons:
 - the plan is canceled;

SAMPLE

- the plan is changed to exclude the group of employees to which you belong;
- you are no longer in an eligible group;
- you retire;
- you fail to pay the required premium under this plan.

You must apply for insurance under the conversion policy and pay the first premium to Prudential within 31 days after the date your employment ends. Evidence of insurability will be required for certain higher amounts of monthly payments.

Prudential will determine the coverage you will have under the conversion policy. The conversion policy may not be the same coverage we offered you under your Employer's group plan. It may be any form of conversion plan that we then make available. The benefits will comply with any state laws or regulations that may apply.

Your amount of coverage under the conversion plan will not be more than your amount under this plan when your coverage ends. It may be lower than under this plan.

Your rates for the conversion plan will be based on Prudential's rate as it applies to the form and amount of insurance it provides, the premium period and your age at the time of conversion. Your premiums will not be due less often than quarterly, unless you agree to another frequency.

SAMPLE

Long Term Disability Coverage

OTHER SERVICES

How Can Prudential Help Your Employer Identify and Provide Worksite Modification?

A worksite modification might be what is needed to allow you to perform the material and substantial duties of your regular occupation with your Employer. One of our designated professionals will assist you and your Employer to identify a modification we agree is likely to help you remain at work or return to work. This agreement will be in writing and must be signed by you, your Employer and Prudential.

When this occurs, Prudential will reimburse your Employer for the cost of the modification up to the greater of:

- \$5,000; or
- the equivalent of two months of your gross disability payment.

This benefit is available to you on a one time only basis.

How Can Prudential's Social Security Claimant Assistance Program Help You With Obtaining Social Security Disability Benefits?

Prudential can arrange for expert advice regarding your Social Security disability benefits claim and assist you with your application or appeal, if you are disabled under the plan.

Receiving Social Security disability benefits may enable:

- you to receive Medicare after 24 months of disability payments;
- you to protect your retirement benefits; and
- your family to be eligible for Social Security benefits.

We can assist you in obtaining Social Security disability benefits by:

- helping you find appropriate legal representation;
- obtaining medical and vocational evidence; and
- reimbursing pre-approved case management expenses.

SAMPLE

Long Term Disability Coverage

REHABILITATION SERVICES

How Can Prudential's Rehabilitation Program Help You Return to Work?

Prudential has a *rehabilitation program* available.

As your file is reviewed, medical and vocational information will be analyzed to determine if rehabilitation services might help you return to work.

Once the initial review is completed by our rehabilitation program specialists working along with your doctor and other appropriate specialists, Prudential may elect to offer you and pay for a rehabilitation program. If the rehabilitation program is not developed by Prudential's rehabilitation program specialists, you must receive written approval from Prudential for the program before it begins.

The rehabilitation program may include, but is not limited to, the following services:

- coordination with your Employer to assist you to return to work;
- evaluation of adaptive equipment to allow you to work;
- vocational evaluation to determine how your disability may impact your employment options;
- job placement services;
- resume preparation;
- job seeking skills training;
- retraining for a new occupation; or
- assistance with relocation that may be part of an approved rehabilitation program.

If at any time, you decline to take part in or cooperate in a rehabilitation evaluation/assessment or program that Prudential feels is appropriate for your disability and that has been approved by your Doctor, we will cease paying your monthly benefit.

Rehabilitation program means a program designed to assist you to return to work.

What Additional Benefits Are Payable When You Participate in a Rehabilitation Program ?

Prudential will send you a rehabilitation payment each month up to the *maximum period of rehabilitation payment* while you are:

- receiving long term disability benefits under the plan; and

SAMPLE

- participating in a rehabilitation program that has been approved by Prudential.

Your maximum period of rehabilitation payment is 6 months.

The monthly rehabilitation payment is equal to 5% of your monthly payment. But the monthly rehabilitation payment, together with your monthly payment, will not exceed the maximum monthly benefit.

Maximum period of rehabilitation payment means the longest period of time Prudential will make rehabilitation payments to you for any one period of disability.

How Can Prudential Help You With Day Care?

Prudential will send you a day care payment each month up to the **maximum period of day care payment** while you are:

- receiving long term disability benefits under the plan; and
- participating in a rehabilitation program that has been approved by Prudential.

Your maximum period of day care payment is 6 months.

The monthly day care payment is equal to the amount of your **eligible day care expenses** up to the maximum monthly day care amount.

Your maximum monthly day care amount is equal to \$500 times the number of **eligible children**.

Maximum period of day care payment means the longest period of time Prudential will make day care payments to you for any one period of disability.

Eligible day care expenses are the monthly expenses you incur for the day care of your eligible children that are:

- charged by a child-care provider who is not a member of your immediate family (i.e., you, your spouse, or a child, brother, sister or parent of you or your spouse);
- documented by receipts from the child-care provider which include the child-care provider's social security number or taxpayer identification number; and
- specified in the Prudential-approved rehabilitation program as needed in order for you to participate in the program.

Eligible children means your children age 12 or under who live with you. Your children include your legally adopted children, and each of your stepchildren and foster children.

How Can Prudential Help You With Spouse and Elder Care?

Prudential will send you a spouse and elder care payment each month up to the **maximum period of spouse and elder care payment** while you are:

- receiving long term disability benefits under the plan; and
- participating in a rehabilitation program that has been approved by Prudential.

SAMPLE

Your maximum period of spouse and elder care payment is 6 months.

The monthly spouse and elder care payment is equal to the amount of your **eligible spouse and elder care expenses** up to the maximum monthly spouse and elder care amount.

Your maximum monthly spouse and elder care amount is equal to \$500 times the number of **eligible family members**.

Maximum period of spouse and elder care payment means the longest period of time Prudential will make spouse and elder care payments to you for any one period of disability.

Eligible spouse and elder care expenses are the monthly expenses you incur for the care of your eligible family members that are:

- charged by a licensed adult care provider who is not a member of your immediate family (i.e., you, your spouse, or a child, brother, sister or parent of you or your spouse);
- documented by receipts from the licensed adult care provider which include the provider's social security number or taxpayer identification number; and
- specified in the Prudential-approved rehabilitation program as needed in order for you to participate in the program.

Eligible family members means each of the following family members who has a **chronic illness or disability**:

- your spouse;
- your parents and grandparents who live with you; and
- your spouse's parents and grandparents who live with you.

Chronic illness or disability means one in which there is:

- a loss of the ability to perform, without **substantial assistance**, at least two **activities of daily living** for a period of at least 30 consecutive days; or
- a severe **cognitive impairment**, which requires **substantial supervision** to protect the family member from threats to health and safety, for a period of at least 30 consecutive days.

Substantial assistance means:

- the physical assistance of another person without which the family member would not be able to perform an activity of daily living; or
- the constant presence of another person within arm's reach which is necessary to prevent, by physical intervention, injury to the family member while the family member is performing an activity of daily living.

Activities of daily living means:

- Bathing - washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower;

SAMPLE

- Contenance - the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag);
- Dressing - putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
- Eating - feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously;
- Toileting - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
- Transferring - sufficient mobility to move into or out of a bed, chair or wheelchair or to move from place to place, either by walking, using a wheelchair or by other means.

Cognitive impairment means a loss or deterioration in intellectual capacity that is:

- comparable to and includes Alzheimer's disease and similar forms of irreversible dementia; and
- measured by clinical evidence and standardized tests that reliably measure impairment in the individual's short-term or long-term memory, orientation as to person, place or time; and deductive or abstract reasoning.

Substantial supervision means continual oversight that may include cueing by verbal prompting, gestures, or other demonstrations by another person, and which is necessary to protect the family member from threats to the family member's health or safety.

SAMPLE

Long Term Disability Coverage

CLAIM INFORMATION

When Do You Notify Prudential of a Claim?

We encourage you to notify us of your claim as soon as possible, so that a claim decision can be made in a timely manner. Written notice of a claim should be sent within 30 days after the date your disability begins. However, you must send Prudential written proof of your claim no later than 90 days after your elimination period ends. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

The claim form is available from your Employer, or you can request a claim form from us. If you do not receive the form from Prudential within 15 days of your request, send Prudential written proof of claim without waiting for the form.

You must notify us immediately when you return to work in any capacity.

How Do You File a Claim?

You and your Employer must fill out your own section of the claim form and then give it to your attending doctor. Your doctor should fill out his or her section of the form and send it directly to Prudential.

What Information Is Needed as Proof of Your Claim?

Your proof of claim, provided at your expense, must show:

- That you are under the **regular care** of a **doctor**.
- Appropriate documentation of your monthly earnings.
- The date your disability began.
- Appropriate documentation of the disabling disorder.
- The extent of your disability, including restrictions and limitations preventing you from performing your regular occupation or any gainful occupation.
- The name and address of any **hospital or institution** where you received treatment, including all attending doctors.
- The name and address of any doctor you have seen.

SAMPLE

For your Long Term Disability claim, we may request that you send proof of continuing disability, satisfactory to Prudential, indicating that you are under the regular care of a doctor. In some cases, you will be required to give Prudential authorization to obtain additional medical information, and to provide non-medical information (e.g., copies of your IRS federal income tax return, W-2's and 1099's) as part of your proof of claim, or proof of continuing disability. This proof, provided at your expense, must be received within 30 days of a request by us. Prudential will deny your claim or stop sending you payments if the appropriate information is not submitted.

Regular care means:

- you personally visit a doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for your disabling condition(s) by a doctor whose specialty or experience is the most appropriate for your disabling condition(s), according to generally accepted medical standards.

Doctor means a person who is performing tasks that are within the limits of his or her medical license; and

- is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- has a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

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.

Hospital or institution means an accredited facility licensed to provide care and treatment for the condition causing your disability.

Who Will Prudential Make Payments To?

Prudential will make payments to you.

What Happens If Prudential Overpays Your Claim?

Prudential has the right to recover any overpayments due to:

- fraud;
- any error Prudential makes in processing a claim; and
- your receipt of deductible sources of income.

SAMPLE

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Prudential will not recover more money than the amount we paid you.

What Are the Time Limits for Legal Proceedings?

You can start legal action regarding your claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim is required, unless otherwise provided under federal law.

How Will Prudential Handle Insurance Fraud?

Prudential wants to ensure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Prudential promises to focus on all means necessary to support fraud detection, investigation and prosecution.

In some jurisdictions, if you knowingly and with intent to defraud Prudential, file an application or a statement of claim containing any materially false information or conceal for the purpose of misleading, information concerning any fact material thereto, you commit a fraudulent insurance act, which is a crime and subjects you to criminal and civil penalties. These actions will result in denial or termination of your claim, and, where such laws apply, are subject to prosecution and punishment to the full extent under any applicable law. Prudential will pursue all appropriate legal remedies in the event of insurance fraud.

SAMPLE

Glossary

Active employment means you are working for your Employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. If you are a partner or proprietor of the Employer, that work must be in the conduct of the Employer's business.

Your worksite must be:

- your Employer's usual place of business;
- an alternate work site at the direction of your Employer other than your home unless clear specific expectations and duties are documented; or
- a location to which your job requires you to travel.

Normal vacation is considered active employment.

Temporary and seasonal workers are excluded from coverage.

Individuals whose employment status is being continued under a severance or termination agreement will not be considered in active employment.

Activities of daily living means:

- Bathing - washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower;
- Continence - the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag);
- Dressing - putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
- Eating - feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously;
- Toileting - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
- Transferring - sufficient mobility to move into or out of a bed, chair or wheelchair or to move from place to place, either by walking, using a wheelchair or by other means.

Chronic illness or disability means one in which there is:

- a loss of the ability to perform, without substantial assistance, at least two activities of daily living for a period of at least 30 consecutive days; or
- a severe cognitive impairment, which requires substantial supervision to protect the family member from threats to health and safety, for a period of at least 30 consecutive days.

SAMPLE

Cognitive impairment means a loss or deterioration in intellectual capacity that is:

- comparable to and includes Alzheimer's disease and similar forms of irreversible dementia; and
- measured by clinical evidence and standardized tests that reliably measure impairment in the individual's short-term or long-term memory, orientation as to person, place or time; and deductive or abstract reasoning.

Confined or confinement for this section means a hospital stay of at least 8 hours per day.

Contract holder means the Employer to whom the Group Contract is issued.

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

Deductible sources of income means income from deductible sources listed in the plan that you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

Disability earnings means the earnings which you receive while you are disabled and working, plus the earnings you could receive if you were working to your greatest extent possible as explained in the plan.

Salary continuance paid to supplement your disability earnings will not be considered payment for work performed.

Doctor means a person who is performing tasks that are within the limits of his or her medical license; and

- is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- has a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

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.

Eligible children (Day Care) means your children age 12 years or under who live with you. Your children include your legally adopted children, and each of your stepchildren and foster children.

Eligible day care expenses are the monthly expenses you incur for the day care of your eligible children that are:

- charged by a child-care provider who is not a member of your immediate family (i.e., you, your spouse, or a child, brother, sister or parent of you or your spouse);

SAMPLE

- documented by receipts from the child-care provider which include the child-care provider's social security number or taxpayer identification number; and
- specified in the Prudential-approved rehabilitation program as needed in order for you to participate in the program.

Eligible family members means each of the following family members who has a chronic illness or disability:

- your spouse;
- your parents and grandparents who live with you; and
- your spouse's parents and grandparents who live with you.

Eligible spouse and elder care expenses are the monthly expenses you incur for the care of your eligible family members that are:

- charged by a licensed adult care provider who is not a member of your immediate family (i.e., you, your spouse, or a child, brother, sister or parent of you or your spouse);
- documented by receipts from the licensed adult care provider which include the provider's social security number or taxpayer identification number; and
- specified in the Prudential-approved rehabilitation program as needed in order for you to participate in the program.

Eligible survivor means your spouse, if living; otherwise, your children under age 25.

Elimination period (LTD) means a period of continuous disability which must be satisfied before you are eligible to receive benefits from Prudential. If you become covered under a group long term disability plan that replaces this plan during your elimination period, your elimination period under this plan will not be met.

Employee means a person who is in active employment with the Employer for the minimum hours requirement.

Employer means the Contract Holder, and includes any division, subsidiary or affiliate who is reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

Employment waiting period means the continuous period of time that you must be in a covered class before you are eligible for coverage under a plan. The period must be agreed upon by the Employer and Prudential.

Evidence of insurability means a statement of your medical history which Prudential will use to determine if you are approved for coverage.

Gainful occupation means an occupation, including self employment, that is or can be expected to provide you with an income within 12 months of your return to work, that exceeds:

- 60% of your indexed monthly earnings, if you are working; or
- 60% of your monthly earnings, if you are not working.

SAMPLE

Gross disability payment means the benefit amount before Prudential subtracts deductible sources of income and disability earnings.

Hospital or institution means an accredited facility licensed to provide care and treatment for the condition causing one's disability.

Indexed monthly earnings means your monthly earnings as adjusted on each July 1 provided you were disabled for all of the 12 months before that date. Your monthly earnings will be adjusted on that date by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your indexed monthly earnings may increase or remain the same, but will never decrease.

The Consumer Price Index (CPI-W) is published by the U.S. Department of Labor. Prudential reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-W.

Indexing is only used to determine your percentage of lost earnings while you are disabled and working.

Injury means a bodily injury that:

- is the direct result of an accident;
- is not related to any cause other than the accident; and
- results in immediate disability.

Disability must begin while you are covered under the plan.

Insured means any person covered under a coverage.

Law, plan or act means the original enactment of the law, plan or act and all amendments.

Leave of absence means you are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by your Employer, other than for reasons in connection with any severance or termination agreement. Your normal vacation time or any period of disability is not considered a leave of absence.

Material and substantial duties means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified, except that if you are required to work on average in excess of 40 hours per week, Prudential will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.

Maximum monthly benefit means the maximum benefit amount for which you are insured under this plan as shown in the Benefits Highlights.

Maximum period of day care payment means the longest period of time Prudential will make day care payments to you for any one period of disability.

Maximum period of payment means the longest period of time Prudential will make payments to you for any one disability.

Maximum period of rehabilitation payment means the longest period of time Prudential will make rehabilitation payments to you for any one period of disability.

SAMPLE

Maximum period of spouse and elder care payment means the longest period of time Prudential will make spouse and elder care payments to you for any one period of disability.

Mental illness means a psychiatric or psychological condition regardless of cause. Mental illness includes but is not limited to schizophrenia, depression, manic depressive, or bipolar illness, anxiety, somatization, substance related disorders, and/or adjustment disorders or other conditions. These conditions are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment as standardly accepted in the practice of medicine.

Monthly earnings means your gross monthly income from your Employer as defined in the plan.

If you become disabled while you are on a covered layoff or leave of absence, we will use your monthly earnings from your Employer in effect just prior to the date your absence begins.

Monthly payment means your payment after any deductible sources of income have been subtracted from your gross disability payment.

Part-time basis (LTD) means the ability to work and earn 20% or more of your indexed monthly earnings.

Payable claim means a claim for which Prudential is liable under the terms of the Group Contract.

Plan means a line of coverage under the Group Contract.

Recurrent disability means a disability which is:

- caused by a worsening in your condition; and
- due to the same cause(s) as your prior disability for which Prudential made a Long Term Disability payment.

Reduced hours means you are working less than the number of hours required to be considered in active employment.

Regular care means:

- one personally visits a doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat one's disabling condition(s); and
- one is receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for one's disabling condition(s) by a doctor whose specialty or experience is the most appropriate for one's disabling condition(s), according to generally accepted medical standards.

Regular occupation means the occupation you are routinely performing when your disability begins. Prudential will look at your occupation as it is normally performed instead of how the work tasks are performed for a specific employer or at a specific location.

Rehabilitation program means a program designed to assist you to return to work.

Retirement plan means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions.

SAMPLE

Salary continuation or accumulated sick leave (LTD) means continued payments to you by your Employer of all or part of your monthly earnings, after you become disabled as defined by the Group Contract. This continued payment must be part of an established plan maintained by your Employer for the benefit of an employee covered under the Group Contract. Salary continuation or accumulated sick leave does not include compensation paid to you by your Employer for work you actually perform after your disability begins. Such compensation is considered disability earnings, and would be taken into account as such, in calculating your monthly payment.

Sickness means any disorder of your body or mind, but not an injury; pregnancy including abortion, miscarriage or childbirth. Disability must begin while you are covered under the plan.

Substantial assistance means:

- the physical assistance of another person without which one would not be able to perform an activity of daily living; or
- the constant presence of another person within arm's reach which is necessary to prevent, by physical intervention, injury to oneself while one is performing an activity of daily living.

Substantial supervision means continual oversight that may include cueing by verbal prompting, gestures, or other demonstrations by another person, and which is necessary to protect one from threats to one's health or safety.

Temporary layoff means you are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by your Employer, other than for reasons in connection with any severance or termination agreement. Your normal vacation time, any period of disability or FMLA leave is not considered a temporary layoff.

We, us, and our means The Prudential Insurance Company of America.

You means a person who is eligible for Prudential coverage.

SAMPLE

**The Claim and Appeals Section
is not part of the
Group Insurance Certificate.**

SAMPLE

Plan Benefits Provided by

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

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

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

Claim Procedures

1. Determination of Benefits

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

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

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

SAMPLE

- (e) if an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

2. Appeals of Adverse Determination

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

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

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

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

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

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

SAMPLE

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

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

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

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

SAMPLE



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION
207 FINANCE BUILDING
HARRISBURG, PENNSYLVANIA 17120

Via email (John.Hafner@prudential.com) and First Class Mail

August 13, 2007

Mr. John Hafner
Account Executive
The Prudential Insurance Company of America
290 West Mount Pleasant Avenue
Livingston, NJ 07039

RE: RFP # CN00023197 Voluntary Benefits

Dear Mr. Hafner:

I have replaced Matthew Bembenick as the project officer on RFP # CN00023197 Voluntary Benefits. I may be contacted at the address listed above and via phone at 717-705-0951 or via email at vikapoor@state.pa.us.

The Governor's Office of Administration ("OA") has evaluated the proposal that your company submitted in response to RFP Number CN00023197, Voluntary Benefits. Based on that evaluation, I would like to take this opportunity to relay several pieces of information to you. First, OA has determined, in accordance with Section III-3 of the RFP, that it is not interested in the Accidental Death and Dismemberment ("AD&D") policy proposed by your firm, at this time. The remaining benefits proposed by your firm will continue to receive consideration by OA.

Second, OA has selected Prudential as one of the offerors to proceed to the "Best and Final Offers" phase of the evaluation process.

Therefore, in accordance with Sections I-20, II-9, II-10 and III-3 of the RFP, OA invites you to submit a Best and Final Offer ("BAFO") for the Technical, Disadvantaged Business, and Cost submittal portions of your proposal for following benefits only:

- Term Life Insurance (Group)
- Long Term Disability (Group)
- Long Term Care (Group)

In addition, please provide a response to the questions referenced in Attachment 1 -- Best and Final Offer Questions -- Prudential.

The BAFO and responses should be submitted as a replacement to and in accordance with the requirements of the original proposal you submitted, and is due via email and hard copy to Mr. Emanuel Williams, DGS Bid Room, 555 Walnut Street, 6th Floor Forum Place, Harrisburg, PA 17101 on or before Tuesday, August 21, 2007 at 1:00 p.m. in order to be considered. Mr. Williams' email is emwilliams@state.pa.us. If there is a change in Cost that affects the

Page 2

Disadvantaged Business portion of your proposal, then you are required to resubmit the Disadvantaged Business portion.

This letter is to be considered only an invitation to participate further in this RFP process, and is not binding in any way. Neither OA nor the Commonwealth will be bound until a formal written contract has been negotiated and executed by all necessary Commonwealth officials. Accordingly, all activities in furtherance of this process, including your compliance with the conditions set forth in this letter, are considered to be at your sole cost and risk.

Sincerely,

A large black rectangular redaction box covering the signature of the Project Officer.

Vijay Kapoor
Project Officer

DGS RFP# CN00023197 Voluntary Benefits

Attachment 1 - Best and Final Offer Questions – Prudential

1. On page 28 of your proposal, you note that you expect to eliminate a number of legacy systems over the next two years. Are any of the major systems, such as eligibility or claims affected by this change? Please provide specifics.
2. Do you remain open to negotiations regarding the performance criteria and standards?
3. Where is your alternative hardware for system back-up located?
4. Please provide details on how silent call monitoring is used to enhance performance in the various administrative units. Is there a standard process by which calls are selected for monitoring?
5. For how long do you maintain records of enrollment, premiums, claims, etc.? How and where is that data stored?
6. Please provide a copy of each policy proposed that exactly matches the benefits quoted in your proposal.