Exhibit A

Underwriting Decisions

OPTIONAL AND DEPENDENT LIFE
UNDERWRITING ASSUMPTIONS AND PLAN DESIGN

General Assumptions

Effective Date	05/01/2007
Contract Situs	Pennsylvania
Commissions	Rates include No commission.
Administration Fees	Rates do not include loadings for any services associated with any third party vendor.
Communications	This proposal includes preparation and delivery of paper certificate booklets to the employee. Non-standard materials, or any customization or special mailing requests are not included and carry an additional charge. This proposal includes preparation and delivery of non-personalized enrollment kits, paper web/IVR pre-enrollment materials to the employee, and other materials as described in the proposed marketing campaign. Non-standard materials, customization or special mailing requests may be available for an additional charge.
Financial	Coverage is offered on a non-participating, fully insured basis. All coverages are offered as a package.
Rate Guarantee	Rates are guaranteed for three years from the effective date. If the alternate plan design is implemented, then the three year rate guarantee will be modified to a one year in the event that participation is 15% or less. If enrollment or volume changes of more than 10% during the initial rate guarantee period from those stated in this proposal, we reserve the right to take immediate action, including but not limited to revising rates or terminating coverage. The current number of eligible employees and estimated volume can be found on the rate exhibit.
Performance Guarantees	We are willing to put $100,000 at risk for our Performance Guarantees on the Optional and Dependent Life plans. The results will be calculated quarterly and are based on client specific measures. If the metrics are not met, monies due shall be remitted to the client after the end of the policy year.

The allocation of the amount at risk for each measure will be agreed upon with the client prior to the effective date, with no more than $25,000 per year at risk for each specific measure.

Accelerated Benefit Option

75% up to $250,000 Optional Life.
Life Expectancy 6 Months.

Other Assumptions and Provisions

Annual premium amounts are based on the current case size and are provided for illustrative purposes only.

Benefit provisions are subject to state and federal mandates. Future mandates will be incorporated into the plan as of the date required by law.

Prudential's standard offer assumes that all covered employees are U.S. citizens residing in the United States.

This proposal assumes premium remission within an approved 60 day premium delay period. Interest charges will apply to premiums remitted after 60 days from the due date

The plan is not subject to ERISA.

Products exceeding 15 premium and 20 claim branches will require additional charges not reflected in the rates.

This offer assumes the plan will be available to all union employees. If certain unions elect not to participate in the offering, Prudential reserves the right to revise the rates.

Valid Dates

This proposal is valid for 180 days.

This proposal is released with the understanding that it will be presented to interested parties only by an appropriately licensed & appointed individual pursuant with state licensing and appointment rules. Any questions regarding these rules can be addressed to our Broker Administration Unit at 1-888-778-6639. Any violations will result in commissions being withheld in accordance with state regulations.

In providing the plan of benefits briefly outlined in this proposal, Prudential will utilize standard benefit language as filed with and approved by the state. Based on the information provided, we believe all of the provisions of the insurance plan we are being asked to provide are on file and approved. Should this not be the case, filing approval will need to be received before booklets, certificates, or other enrollment material that describe provisions subject to filing can be distributed.

All plans, provisions, and exclusions are subject to Prudential's standard contract, unless otherwise explicitly identified.

Optional Life

Class 1: **Permanent Full Time and Permanent Part Time employees working at least 50% of full time hours in agencies who participate in the Commonwealth's Human Resource/Payroll system**
1, 2, 3, 4, or 5 x BAE to $500,000

Provisions

- Non-Participating, Fully Insured
- There is to be no other contributory life coverage offered to employees under a different plan without the express written approval of underwriting. Our offer is not valid otherwise.
- Premium Continuance
  - Individual must be disabled prior to age 60, with a nine month waiting period, age 65 duration
  - Terminates at normal retirement date,
  - Subject to same age reductions as active ees,
  - Advice Dis S services for determining disability
- 100% Employee contributions.
- Age based reductions do not apply.
- Coverage terminates at retirement.

Guarantee Issue - Optional Life (Option 1)

Initial Enrollment:
Upon meeting the Actively at Work requirement, Non-Medical Maximum of 1 x BAE to $100,000. Short Form Medical Underwriting in excess of guarantee issue.

New Hires:
Upon meeting the Actively at Work requirement, Non-Medical Maximum of 1 x BAE to $100,000. Short Form Medical Underwriting in excess of guarantee issue.

Late Entrants:
Evidence of Insurability required for coverage to become effective.

Current Participants:
At annual enrollment, current participants may increase coverage up to 1x pay without evidence, provided the total amount of coverage does not exceed the $100,000 Non-Medical Maximum. Short Form Medical Underwriting required for any increase in excess of guarantee issue or in excess of 1x pay.

Guarantee Issue - Optional Life Alternate Offer (Option 2)

Initial Enrollment:

Upon meeting the Actively at Work requirement, Non-Medical Maximum of 3 x BAE to $350,000. Short Form Medical Underwriting in excess of guarantee issue.

New Hires:

Upon meeting the Actively at Work requirement, Non-Medical Maximum of 3 x BAE to $350,000. Short Form Medical Underwriting in excess of guarantee issue.

Late Entrants:

Evidence of Insurability required for coverage to become effective.

Current Participants:

At annual enrollment, current participants may increase coverage up to 1x pay without evidence, provided the total amount of coverage does not exceed the $350,000 Non-Medical Maximum. Short Form Medical Underwriting required for any increase in excess of guarantee issue or in excess of 1x pay.

Portability

- Portability is provided for Optional and Dependent Life, and Optional AD&D. It allows for employees and dependents to keep their coverage on a direct billed basis after it would normally terminate. Portability will survive master contract termination. Dependent coverage and Optional AD&D may be ported only if employee coverage is ported
- Lives which port immediately enter the portability pool.
- Evidence of Insurability Requirements - Not applicable to Children.
  EOI Optional- Evidence is used solely to determine if the portee is eligible for preferred rates. If evidence is not submitted or is unsatisfactory, the Standard Table, which consists of rates higher than the Preferred Table, will be used.
- Ported lives will pay an additional administrative charge of $3 per bill for direct billing. This charge typically occurs quarterly. This charge will be waived when participants elect Electronic Funds Transfer.
- If the active group included coverage for dependent domestic partners, those participants will be permitted to port coverage.
- Benefit amounts may be equal to or less than the amounts the insured was covered for as an active employee.
- Children may only port the coverage they had while covered under the Active employee contract.
- Maximum amount which may be ported is $1 Million - Not to exceed 5x pay; minimum amount is $20,000.
- Portee benefits will reduce to 60% at age 65; 50% at age 70 and terminate at age 80.

- Employees and dependents may port if coverage under the employer policy ceases for any reason other than:
  - Non-payment of premium
  - The employer plan is replaced by another group plan.
  - Retirement.
  - End of coverage is due to illness or injury.
- In order to port employees must be actively at work on the day prior to termination and dependents must not be home or hospital confined on the day prior to termination.
- Waiver of premium is not applicable.
- Accelerated benefit option applies.
- For Minnesota residents, regardless of the situs of the Group Policy, the portability provision stated above will not apply. For Minnesota residents, the state mandated 18 month continuation provision will be applicable. After the 18 month period, conversion is available. Also, Prudential does not assume risk on employees who had already terminated prior to the effective date, and our quote assumes that a conversion to an individual policy will be offered by the previous carrier.

Dependent Life Plan Design

Spouse: $10,000 increments to $100,000

Child(ren): 14 days to age 19 (25 if full-time student): $5,000 or $10,000

- The amount of insurance on any dependents may not exceed 100% of employee Optional Life coverage.
- Employee must elect Optional Life to be eligible for Dependent Life coverage.
- Dependent Life is 100% Employee paid.

Guarantee Issue - Dependent Life (Option 1)

Initial Enrollment:
Upon meeting the Non-Confinement requirements, Spouse Non-Medical Maximum is $20,000. Child(ren) amounts not subject to EOI requirements.

New Hires:
Upon meeting the Non-Confinement requirements, Spouse Non-Medical Maximum is $20,000. Child(ren) amounts not subject to EOI requirements.

Late Entrants:
Evidence of Insurability required for coverage to become effective.

Current Participants:
Any increase in coverage subject to EOI.

Guarantee Issue - Dependent Life Alternate Offer (Option 2)

Initial Enrollment:

Upon meeting the Non-Confinement requirements, Spouse Non-Medical Maximum is $50,000. Child(ren) amounts not subject to EOI requirements.

New Hires:

Upon meeting the Non-Confinement requirements, Spouse Non-Medical Maximum is $50,000. Child(ren) amounts not subject to EOI requirements.

Late Entrants:

Evidence of Insurability required for coverage to become effective.

Current Participants:

Any increase in coverage subject to EOI.

OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT UNDERWRITING ASSUMPTIONS AND PLAN DESIGN

General Assumptions

Effective Date	May 1, 2007
Contract Situs	Pennsylvania
Commissions	Rates included are net of commission. The commission is estimated based on projected total case annual premium and will be paid on total case premium and commission scales filed. Support must be provided for Additional Service Commissions. No Additional Service Commissions (ASC) are included.
Administration Fees	Rates do not include loadings for any services associated with any third party vendor.
Communications	This proposal includes preparation and bulk delivery of standard enrollment materials (Enrollment Kits) and Portable Document Format (PDF) certificate booklets to the employer. Non-standard materials, paper certificate booklets (non-PDF), or any customization or special mailing requests are not included and carry an additional charge.
Financial	AD&D coverages are offered on a non-participating and fully insured basis. The AD&D plans are fully pooled.
Rate Guarantee	AD&D Coverages: Rates are guaranteed for three years from the effective date, with additional year(s) possible if offered on the Optional Life plan. If enrollment or volume changes of more than 10% during the initial rate guarantee period from those stated in this proposal, we reserve the right to revise the quote.
Continuity Of Coverage	Employees who are absent from work due to disability, injury, or accident, and who would be eligible for Life coverage under the current carrier's Extension of Benefits provision, including Waiver of Premium, would remain the liability of the current carrier. For all other employees, Prudential assumes a continuity of insurance coverage, meaning that no individual will lose or gain coverage solely as a result of a change in carriers.

Prudential will require full disclosure of all employees not meeting the Actively at Work provision as of the effective date. Prudential's rating anticipates no currently disabled employees. Prudential reserves the right to re-evaluate the offer if the client is seeking coverage for employees who do not meet the Actively At Work provision on the effective date of coverage.

Performance Guarantees

Performance Guarantees are not included in the offer, unless agreed to with the Optional Life plan.

Other Assumptions & Provisions

Annual premium amounts are based on the current case size and are provided for illustrative purposes only.

Employees may not waive non-contributory coverage.

Benefit provisions are subject to state and federal mandates. Future mandates will be incorporated into the plan as of the date required by law.

Prudential's standard offer assumes that all covered Employees are U.S. citizens residing in the United States.

This proposal assumes premium remission within the 31-day grace period. Interest charges will apply to premiums remitted after 31 days from the due date

The employer will disclose the plan costs to the employees, as required by ERISA.

Products exceeding 5 Premium and 10 Claim branches will require additional charges not reflected in the rates.

Travel Assistance

The optional Travel Assistance Benefits are provided by AXA Assistance USA, a third party vendor not affiliated with Prudential.

Valid Dates

This proposal is valid for 180 days and may be extended as necessary.

This proposal is released with the understanding that it will be presented to interested parties only by an appropriately licensed & appointed individual pursuant with state licensing and appointment rules. Any questions regarding these rules can be addressed to our Broker Administration Unit at 1-888-778-6639. Any violations will result in commissions being withheld in accordance with state regulations.

In providing the plan of benefits briefly outlined in this proposal, Prudential will utilize standard benefit language as filed with and approved by the state. Based on the information provided, we believe all of the provisions of the insurance plan we are being asked to provide are on file and approved. Should this not be the case, filing approval will need to be received before booklets, certificates, or other enrollment material that describe provisions subject to filing can be distributed.

All plans, provisions, and exclusions are subject to Prudential's standard contract, unless otherwise explicitly identified.

Optional Accidental Death & Dismemberment Benefits:

Eligibility and Benefit Amount

Class 1: **All active, permanent full-time and permanent part-time Employees of the Policyholder.**

Benefit Amount: An eligible Employee can elect an amount of coverage of either one times (1X); two times (2X); three times (3X); four times (4X) or five times (5X) their BAE* to a maximum amount of $500,000; if this amount is not a multiple of $1,000, it will be rounded to the next higher multiple of $1,000.

Family Plan:	Spouse only:	An eligible Spouse can elect an amount of coverage in increments of $10,000 to a maximum amount of $100,000.
	Child only:	$5,000 or $10,000.

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

You are eligible for Employee Insurance while:

You are an active, regular Employee of the Employer working more than the minimum required of hours per week; 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 period before you become eligible for the Coverage. The period must be agreed upon by the Employer and by Prudential Financial. Your Employer will inform you of any such Employment Waiting Period for your class.

Provisions

- Non-Participating, Fully Insured
- 100% Employee contributions.
- Age-based reductions apply to:

65% at age 65
45% at age 70
30% at age 75
15% at age 80 & over

Please note that it is the opinion of Prudential that this plan design may not be in compliance with ADEA regulations. Please consult your legal/tax counsel for possible ramifications.

Each Limited Percent for an Age takes effect immediately upon attainment of that age.

You are eligible for Dependent's 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 Dependent's Insurance:

- Your Spouse.
- Your Dependent Children from 14 days to age 19.

Exceptions:

The age 19 limit does not apply to a Child who:

(a) wholly depends on you for support and maintenance;

(b) is enrolled as a full-time student in a school; and

(c) is less than the Student Age Limit.

Student Age Limit: 23

Standard Prudential Exclusions:

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

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

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

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

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

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

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

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

(6) Taking part in any insurrection.

(7) War, or any act of war, except as provided by the War Risk Hazard provision. War means declared or undeclared war, and includes resistance to armed aggression.

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

(9) Travel or flight in any vehicle used for aerial navigation, except as provided by any Hazard provision, 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.

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

(11) Being legally intoxicated or under the influence of any narcotic unless administered or consumed on the advice of a Doctor.

Loss (Including Loss of Use) which occurs within 365 days of an accident:	% of the Principal Sum
Life	100%
Both Hands or Both Feet	100%
Sight in Both Eyes	100%
One Hand and Foot	100%
One Hand or One Foot and Sight of One Eye	100%
One Hand or One Foot	50%
Sight of One Eye	50%
Speech	50%
Hearing in Both Ears	50%
Speech & Hearing in Both Ears	100%
Hearing in One Ear	50%
Thumb & Index Finger of Same Hand	25%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Coma	1% up to 100 months, less any other Principal Sum benefits paid after 31 days of continuous coma.
Travel Assistance Plan	Available as an option at additional cost.

***Please note:** Under our Additional Provisions, Disappearance will be considered as loss of life after one year, and Exposure to the Elements will be treated as an accidental injury.*

Additional Benefits

Exposure and Disappearance Benefit:
Loss resulting from exposure to the elements shall be covered to the extent of the benefits afforded an Insured.

If the body of an Insured has not been found within one year of the disappearance, stranding, sinking or wrecking of any vehicle in which an Insured was an occupant, then it shall be presumed, subject to all other provisions and conditions of the policy, that an Insured has suffered loss of life covered under this policy.

Loss Due to Coma:
The plan pays 1% of the insured's coverage amount for each month the Employee or Covered Dependent remains in a coma that results from a covered accident. The coma must be total, continuous and permanent and begin within 365 days of the accident and last continuously for one month. Then the benefit is payable for up to 100 months while the Employee or Covered Dependent remains in a coma.

Seat Belt & Air Bag Benefit:
If the Insured dies in automobile accident, and is wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer, the plan will pay an additional 10% of the Principal Sum to a maximum of $10,000. In addition, if the Insured dies in an automobile, which is equipped with an air bag for the location in the car in which the Insured was seated and the Insured was wearing his seat belt, an additional benefit of 10% of the Principal Sum to a maximum of $5,000 may be paid.

Both the Seat Belt and Air Bag must meet published federal safety standards, which had been installed by the automobile manufacturer, and which has not been altered after such installation. Actual use of the Seat Belt and Air Bag at the time of the injury must be verified in an official report of the accident, or be certified in writing by the investigating official.

Return of Remains Benefit:
If the Insured suffers a loss of life and such loss occurs outside a 150-mile radius of the person's home, the plan will pay the lesser of the amount of Return of Remains Expenses and $5,000. Return of Remains Expenses include expenses for: (1) embalming; (2) cremation; (3) a coffin; and (4) transportation of the remains.

Additional Benefits (Included only if Dependent coverage has been elected)

Day Care Expense Benefit:
The plan provides a benefit for day care expenses of a covered Dependent Child under the age of 13 if the Employee dies in a covered accident. The annual benefit is the least of the actual day care center cost, 5% of the Insured's coverage amount, and $5,000 a year up to four consecutive years or until the Child reaches age 13. If no Child qualifies for this benefit, $1,000 will be paid. The benefit applies only if the Child is under the age of 13 and enrolled in a licensed or certified day care center on the date of the Insured's death, or within 90 days of that date. The benefit is paid to the Spouse or Legal Guardian.

Spouse Tuition Reimbursement Benefit:
If the Employee dies in a covered accident, the plan provides a tuition reimbursement benefit for a professional or trade program to prepare a Spouse for work. The benefit is the least of the actual tuition, 5% of the Employee's coverage amount, and $5,000 a year for up to four years. Enrollment in that program must occur within 12 months of the Employee's death.

Child Tuition Reimbursement Benefit:
The plan pays a tuition reimbursement benefit for a Dependent Child upon the Employee's death in a covered accident. An annual payment for up to four years is payable for a covered Dependent Child who is less than age 23 and a full-time student in an institution of higher learning. The annual benefit is the least of the actual tuition (excluding room and board), 5% of the Insured's coverage amount, and $5,000 a year. The benefit applies only if the Child was enrolled in an institution of higher learning or is in high school and becomes enrolled within 365 days of the Insured's death. The benefit is paid to the Spouse or Legal Guardian if the Child is under age by state law.

LONG TERM DISABILITY
UNDERWRITING ASSUMPTIONS AND PLAN DESIGN

General Assumptions

Effective Date	05/01/2007
Contract Situs	PA
Commissions	None
Administration Fees	Rates do not include loads for any services associated with any third party vendor.
Communications	This proposal includes preparation and delivery of paper certificates and enrollment materials
Financial	LTD is offered on a non-participating, fully insured basis.
Rate Guarantee	LTD rates are guaranteed for two years from the effective date. If enrollment or volume changes of more than 10% during the initial rate guarantee period from those stated in this proposal, we reserve the right to revise the quote. Implementation of the disability insurance plan(s) will depend upon having a specific percentage of all eligible employees enrolling in the plan. In the event the minimum participation level is not met, Prudential retains the right to reevaluate the rates, require a reenrollment, reduce the rate guarantee period, or terminate coverage. The minimum participation requirements for each product are included in the product description section of this underwriting decision. The current number of eligible employees and estimated volume can be found on the rate exhibit.

No Loss/No Gain (Actively at Work)

Prudential's contract defines and requires employee Actively at Work provisions. However, Prudential will provide continuity of coverage to employees on a no loss, no gain basis, which ensures that current insureds will not lose coverage merely due to a change in insurance carriers.

Employees who are absent from work due to disability, injury, or accident, and who would be eligible for coverage under the current carrier, would remain the liability of the current carrier.

Other Assumptions and Provisions	Annual premium amounts are based on the current case size and are provided for illustrative purposes only. Employees may not waive non-contributory coverage. Benefit provisions are subject to state and federal mandates. Future mandates will be incorporated into the plan as of the date required by law. This proposal assumes premium remission within the 31 day grace period. Interest charges will apply to premiums remitted after 31 days from the due date. This quote assumes that the benefit programs quoted are subject to ERISA. The employer will disclose the plan costs to the employees, as required by ERISA. Products exceeding 15 premium and 20 claim branches will require additional charges not reflected in the rates.
Deviations	• The rates are contingent upon the use of Prudential's Disability Absence and Productivity Contract wording and provisions. • Individuals being provided compensation under an employer severance program are not covered for disability benefits.
Valid Dates	This proposal is valid for 180 days.

This proposal is released with the understanding that it will be presented to interested parties only by an appropriately licensed & appointed Producer pursuant with state licensing and appointment rules. Any questions regarding these rules can be addressed to our Producer Licensing & Compensation Unit at 1-888-778-6639. Any violations will result in commissions being withheld in accordance with state regulations.

In providing the plan of benefits briefly outlined in this proposal, Prudential will utilize standard benefit language as filed with and approved by the state. Based on the information provided, we believe all of the provisions of the insurance plan we are being asked to provide are on file and approved. Should this not be the case, filing approval will need to be received before booklets, certificates, or other enrollment material that describe provisions subject to filing can be distributed.

LTD

The rates are contingent upon the use of Prudential's Disability Absence and Productivity Contract wording and provisions. Individuals being provided compensation under an employer severance program are not covered for disability benefits.

The options being offered for Long Term Disability are as follows (general provisions are noted below):

- Option 1: LTD 90 Day Elimination Period/Without COLA/Without Conversion
- Option 2: LTD 90 Day Elimination Period/With COLA/Without Conversion
- Option 3: LTD 90 Day Elimination Period/Without COLA/With Conversion
- Option 4: LTD 90 Day Elimination Period/With COLA/With Conversion
- Option 5: LTD 180 Day Elimination Period/Without COLA/Without Conversion
- Option 6: LTD 180 Day Elimination Period/With COLA/Without Conversion
- Option 7: LTD 180 Day Elimination Period/Without COLA/With Conversion
- Option 8: LTD 180 Day Elimination Period/With COLA/With Conversion

Provisions

Eligibility Description	Full time, active permanent employees and permanent part time employees who are working greater than 50% of regular full time hours.
Definition of Earnings	Base annual earnings not including commissions, bonus or overtime
Service Waiting Period	90 days of continuous active employment
Contribution	100% contributory, benefits are not taxable
Participation requirement	Does not apply
Elimination Period	Quoted both 90 day and 180 day elimination periods
Scheduled Benefit	60%
Maximum Benefit	$5,000
Minimum Benefit	$100
Benefit Duration	To Social Security Normal Retirement Age with ADEA I
Social Security Offset	Family
Third Party liability offset	Does not apply
Regular Occupation provision	24 months – unable to perform the material and substantial duties of your regular occupation and you have a 20% or more loss in your monthly earnings; and under the regular care of a doctor
Catastrophic Third Tier Disability Definition	Does not apply
Catastrophic Disability Definition	Does not apply
Partial disability	Applies/80% during Regular Occupation and 60% during Gainful Occupation
Residual	Applies
Return to work incentive	Applies – 12 months
Rehabilitation requirement	Applies
40 hour work week provision	Applies

Enhanced Rehabilitation Benefits	Applies 5% Rehabilitation Incentive $500 Day Care Benefits $500 Spouse/Elder Care 6 months Benefit Duration
Indexing of pre-disability earnings	Applies
Mental nervous / Drug Alcohol limit	Applies –24 months
Self reported symptoms limit	Does not apply
Survivor benefit	3 x GMB
Conversion provision	Quoted with and without conversion, refer to rate exhibit
Pre-existing conditions	A 3/12 prudent person pre-existing exclusion applies, as well as for any increase in benefits to the prior plan
Cost of Living Adjustment	Quoted with and without COLA, refer to rate exhibit. COLA Option provided is 3% unlimited adjustments
Education Benefits	Does not apply
Employee Catastrophic Benefits	Does not apply
Spouse Catastrophic Benefits	Does not apply
Critical Illness	Does not apply
Continued Health Care Benefit	Does not apply
Activities of Daily Living Extended Benefit	Does not apply
Accelerated LTD Survivor Benefit	Does not apply months
Individual AIL	Does not apply
Tax Services Included	• Employer FICA matching and deposit • Employee FICA withholding and deposit • Completion of 941 reporting for both employer and employee shares of FICA • W-2 preparation, mailing and reporting under Prudential's Employee Identification Number • Withholding of any requested Federal Income Tax (FIT), State Income Tax (SIT) and local taxes

Commonwealth of Pennsylvania
Group Long Term Care Insurance
Bid Assumption Summary
Voluntary Plan

Standard Plan Features:	
Nursing Home Care Benefit:	Employees may choose any Daily Benefit Amount of Nursing Home Care coverage in $10 increments between $100 and $250.
Assisted Living/Residential Care Facility:	100%
Home and Community Based Care (state licensed or certified)	60%
Benefit Elimination Period	90 Days
Lifetime Maximum The benefit pool of money is equal to the benefit years of Nursing Home coverage based on the chosen Daily Maximum.	Lifetime Maximum Benefit is equal to: 1,095 x the elected Nursing Home Care Benefit for the 3 Year Benefit. OR 1,825 x the elected Nursing Home Care Benefit for the 5 Year Benefit.
Cash Alternative Benefit	50% of the reimbursement benefit for Home and Community Based Care.
International Benefit	75% of the benefit payable for Nursing Home and Home and Community Based Care, subject to a maximum duration of 365 days.
Hospice Care	100% of the benefit payable for Nursing Home
Periodic Inflation Protection	Offered at least every three years. Coverage amounts increased by at least 5% per year, compounded annually.
Caregiver Training	$500
Respite Care	Up to 21 days per calendar year, 100 days per lifetime
Independence Support	Up to 50 times the elected daily maximum.
Bed Reservation	Up to 21 days per calendar year.
Married Person Discount	A discount of 10% will apply for married insureds.
Information and Referral Services	Included
Alternate Plan of Care	Included
Contingent Non-Forfeiture Benefit	Included
Restoration of Benefits	Included
Waiver of Premium	Included
Portability	Included
Pre-existing Conditions Limitation	None
Optional Plan Features:	
Automatic Compound Inflation Protection Option	

Plan Availability:
Available to active permanent full-time employees and permanent part-time employees who are working greater than 50% of regular full time hours, and who are actively at work on the effective date of coverage, spouses, qualified domestic partners (subject to state laws and regulations), parents, parents-in-law, grandparents, grandparents-in-law, and adult children age 18 and older and their spouses, and qualified adults. Individuals must be between the ages of 18 and 84.

Underwriting Assumptions
Eligible employees who enroll during the open enrollment period as well as eligible new hires who enroll during the employer's new hire open enrollment period will be guaranteed issue.

Short form/simplified underwriting will be required of spouses, under the age of 65, of active employees, who enroll during the open enrollment period. Responses will be used by Prudential to determine eligibility for insurance.

All other applicants, including eligible family members and late entrants, may enroll at any time and will be required to complete a medical history health statement. Responses will be used by Prudential to determine eligibility for insurance.

RATE ASSUMPTIONS

Proposal and rates are valid until:	August 3, 2007
Rates guarantee (starting on the effective date of the group contract):	7 Years
Commissions:	Net
Situs State:	Pennsylvania

The rates assume no minimum participation requirements and a fully insured program.

A Transfer of Reserves provision is available if Commonwealth of Pennsylvania replaces this coverage more than 5 years after the effective date of the group contract with another Group Long Term Care insurance plan that provides equivalent or better benefits and under which premiums for certificate holders are calculated on the basis of the person's age at inception of coverage.

The rates assume Commonwealth of Pennsylvania has not previously endorsed, sponsored, or marketed any Group or Individual Long Term Care insurance plans to its employees or their family members except as disclosed in the Request for Proposal.

Rates are provided on a bi-weekly basis.

PLAN IMPLEMENTATION ASSUMPTIONS

This proposal assumes that Commonwealth of Pennsylvania agrees to the following implementation steps:

* Commonwealth of Pennsylvania agrees to sign a Letter of Acceptance prior to the first implementation meeting, indicating its agreement to implement the Prudential Group Long Term Care Insurance program for its employees and their family members. Commonwealth of Pennsylvania will endorse, sponsor, and market only the Prudential Group Long Term Care Insurance plan to its employees and their family members.

* Upon receipt of the Letter of Acceptance, an LTC Account Implementation and Client Services Manager will be assigned to Commonwealth of Pennsylvania. He/she will contact Commonwealth of Pennsylvania within 2 weeks of the receipt of the letter, to schedule the first implementation meeting.

* An implementation period of at least 16 weeks from the date of the first implementation meeting.

* Proposal assumes no more than 2 payroll interfaces. Commonwealth of Pennsylvania agrees to work with Prudential to set up the payroll interface(s) and test its functionality prior to the effective date of the plan.

* Commonwealth of Pennsylvania agrees to work with Prudential to design a marketing campaign (consisting of multiple communication media and messages) tailored to the specific needs of Commonwealth of Pennsylvania and its employees.

* Commonwealth of Pennsylvania will provide Prudential with an eligibility file within 30 days of the initial implementation meeting.

* Commonwealth of Pennsylvania agrees to sponsor and allow Prudential to conduct worksite employee educational meetings during the open enrollment period at those locations where the company employs more than 100 workers.

* Prudential reserves the right to review the rates for adequacy and determine if a change in rate is necessary if the number of lives deviate by more than 10% as a result of future mergers/acquisitions/divestitures.

* Unless otherwise expressly stated, the terms and conditions of this response are based on the assumption that no third parties will be involved in the administration of this insurance program. If the proposal contemplates, now or in the future, the use of a third party, including the broker involved in this sale, for any aspects of the administration, including, without limitation, payroll deduction or enrollment. Prudential will require timely notification of any such proposed involvement. Prudential reserves the right to review such arrangement and, where appropriate, conduct a due diligence, require written agreements and/or authorizations, and to the extent that the third party may be acting on Prudential's behalf, agree to the involvement of the third party. Absent any specific agreement with Prudential, the third party will be considered to be working on behalf of the policyholder.

GENERAL ASSUMPTIONS AND CONDITIONS

This proposal is intended to be a summary of proposed benefits and contract features of the Prudential Group Long Term Care Insurance plan and is provided for descriptive purposes only. Actual coverage shall be based on the plan benefits chosen, as set forth in the provisions of the group contract.

The proposal is based on the express terms and conditions of the written bid. If the actual terms and conditions of the coverage sought, or the size or nature of the proposed group are materially different from that in the written bid, Prudential reserves the right to withdraw its bid, or renegotiate the terms and conditions of this proposal, including, without limitation, any rates, fees or other charges.

The group contract Prudential proposes to issue will contain all of Prudential's standard terms and conditions as expressly modified by this proposal, and will be administered in accordance with Prudential's standard administrative practices and procedures, except as expressly modified by this proposal.

If state or federal regulations require that the plan be administered in a manner other than described in this proposal, plan features and rates for the class of insureds affected may be adjusted accordingly.

This proposal and the rates that support it assume Prudential will insure the risk and administer all features of this Long Term Care Insurance plan. Any subcontractor arrangements used by Prudential to service its Long Term Care book of business will be accepted as part of this proposal.

If there are any discrepancies between this proposal and the contract, the contract shall govern. All coverages and features may not be available in all states and shall be subject to the laws and regulations of the applicable state or states. Coverage is underwritten by The Prudential Insurance Company of America, 751 Broad Street, Newark, NJ 07102. Contract Series 83500.

Prudential Group Long Term Care Insurance
Plan Highlights

Long Term Care Insurance
Prudential has 20 years of experience in the group Long Term Care Insurance market. Prudential Long Term Care Insurance helps employees maintain financial independence and choose the kind of care they receive. It is easy to implement and helps employers attract and retain valuable employees. Our plan reflects Prudential's long experience in underwriting and administrating successful Long Term Care Insurance programs — and the marketing skills necessary to encourage maximum employee plan participation.

Dedicated LTC Team
Our team of over 100 specialists focuses *solely* on LTC, covering sales, service, care management, administration, contracts, underwriting, and actuarial. Unlike other carriers, a dedicated LTC Account Manager is assigned to each client to design and execute plan implementation, enrollment, and marketing — minimizing a client's installation and administration costs for the Group Long Term Care Plan.

Flexible Plan
Unlike some of our competitors, Prudential's plan allows each client to decide which plans to offer employees and their family members. Prudential works with each of our customers to develop and market a program that meets their employee's specific needs. The plans offered by Prudential also inherently have flexible features built into our standard offer.

Provider Discounts
Policyholders choose where, and from whom, they want to receive long term care services. But Prudential provides them access to over 87,000 long term care service providers who discount their fees anywhere from 5% to 35%; ultimately extending the policyholders benefits.

Strong Communication Campaign
Based on years of hands-on experience, we have developed a professional and educational approach to the marketing of Long Term Care Insurance. We have developed materials that will help employees understand the value of this benefit by explaining what long term care is, how Long Term Care insurance can be used to protect assets and maintain independence, and why it is important to consider Long Term Care insurance as part of an overall financial plan.

Financial Strength of Prudential Financial
With LTC claims occurring as long as 30 years after the purchase of a policy, financial strength is critical to a carrier's ability to pay claims many years from now. Prudential doesn't reinsure any of our long term care claim risk, further demonstrating our commitment to the long term care business.

Prudential's Current Financial Ratings	
A.M. Best	A+ (Superior)
Standard & Poor's	AA- (Very Strong)
Moody's	Aa3 (Excellent)
Fitch	AA (Very High)

Plan Design Features

This proposal is for a reimbursement model Group LTC Insurance plan. As such, the policy provides coverage in the form of reimbursement for eligible expenses subject to the option(s) the insured chooses and any plan or benefit limitations or exclusions. Once Prudential has determined benefit eligibility and any applicable benefit-waiting period has been satisfied, Prudential reimburses for eligible charges incurred by the insured for long term care services.

Benefit plan features and exclusions may vary by state.

The Commonwealth of Pennsylvania's LTC plan includes the following features:

Daily Benefit Amounts	The proposed plan includes Daily Benefit Amounts ranging from $100 to $250 in $10 increments.
Nursing Home Care	Eligible Nursing Home expenses are paid up to the selected Daily Maximum.
Assisted Living Facilities/ Residential Care Facilities	Eligible expenses for Assisted Living Facilities are paid up to the elected Daily Maximum.
Home and Community Based Care, Home Health Care, Adult Day Care, etc.	Eligible expenses for Home and Community Based Care are paid up to 60%of the elected Daily Maximum. An option of a 100% Home Health Care benefit must be made available to residents of South Carolina. Home Care provided by an informal caregiver is also covered under the Cash Alternative Benefit.
Cash Alternative Benefit	In lieu of utilizing the reimbursement benefit, claimants will have the option of electing the cash equivalent of the reimbursement for Home Care Daily Benefit. This is 50% of the reimbursement benefit. Claimants can use these funds at their discretion to pay for Qualified Long Term Care Services, including reimbursement for services provided by an informal or unlicensed caregiver.
Lifetime Maximum	All benefits are drawn down from a Lifetime Maximum "Benefit Pool". This pool of money is equal to the benefit years of Nursing Home coverage based on the chosen Daily Maximum. The proposed plan includes a three year and a five year lifetime maximum. The maximum pool of dollars available for the Commonwealth of Pennsylvania is $456,250. **Lifetime Maximum =** Elected Daily Maximum x 365 days x number of years
Hospice Care	Benefits are paid up to the elected Daily Maximum regardless of the type of services used. The waiting period does not need to be satisfied.

Periodic Inflation Protection	Inflation protection will be offered at least every three years to those participants who do not elect one of the Automatic Inflation Options. No medical underwriting is required unless an insured declines two consecutive inflation offerings. Coverage amounts are increased by at least 5% per year, compounded annually. Rates for this additional coverage will be based on the age of the insured at the time the inflation offer is accepted.
Caregiver Training	This benefit provides training for an Informal Caregiver. Benefits for Eligible Charges will be paid up to $500. No waiting period is required.
Respite Care	Respite Care provides relief for a family member who normally provides unpaid care to an insured. The benefit pays for up to 21 days of Respite Care per calendar year, 100 days per lifetime. The benefits are paid up to the elected Daily Maximum regardless of the type of services used and will be deducted from the Lifetime Maximum.
Independence Support Benefit	Insureds who are not in a Nursing Home can receive benefits for home modifications and medical alert systems. The benefit will be paid up to 50 times the elected Daily Maximum and is deducted from the Lifetime Maximum. An insured must meet our benefit eligibility criteria to be eligible. No waiting period is required.
Bed Reservation	If an insured is in a Nursing Home or Assisted Living Facility and needs to go into the hospital, that person's bed will be held during the hospital stay. This benefit pays up to the elected Daily Maximum per day and is limited to 21 days per calendar year. The benefits are deducted from the Lifetime Maximum.

Information and Referral Services	Information and referral services are available from our Long Term Care Customer Service Center. The information and referral services are provided by associates that are required to be a Registered Nurse or have a Master's degree in Social Work with at least two years of geriatric experience. The Prudential Long-Term Care Resource Center is also a resource that is available to insureds and insureds' family members. This resource makes the process of finding a long term care provider easier by offering an array of valuable local and national long term care information, quality ratings, and discounts. The Prudential Long-Term Care Resource Center can be accessed by insureds or insureds' family members through Prudential's website. At time of claim, personal assistance with locating a provider can be done by phone, at no additional charge. There is no limit on how many times this service may be accessed. Some insureds may wish to use private care management services as opposed to our information and referral services. We will pay for eligible charges up to the private care management calendar year benefit limit. That limit is twelve times the elected Daily Maximum (available in most states). Care management services must be received from a state licensed or certified (if licensure is not available) professional, such as a nurse or social worker. An insured must first be deemed eligible for benefits under the plan by Prudential to receive this benefit. No waiting period is required. Benefits are deducted from the Lifetime Maximum.

Alternate Plan of Care	Prudential recognizes there are emerging trends in the delivery of Long Term Care. We have attempted to describe the types of institutional and Home and Community Based Care settings that are covered under this plan. However, we will consider a claim for benefits for care received in an alternate setting or for non-institutional services designed to help an eligible person remain independent in his or her home. Determination of eligibility for this benefit and the benefit amount will be made on an individual basis at the sole discretion of Prudential. To qualify, such care must be qualified a Long Term Care Service.
Contingent Non-Forfeiture Benefit	This feature automatically provides a Non-Forfeiture Benefit if premium rates are increased by Prudential by more than certain allowable cumulative percentages, if the insured has not elected coverage under a traditional non-forfeiture benefit.
Restoration of Benefits	The lifetime maximum will be restored to the original level if an insured who has received benefits in the past returns to normal activities, with no ADL limitations or cognitive impairment for at least six consecutive months.
International Benefit	Benefits for Eligible Charges incurred outside the United States will be paid up to 75% of the Daily Maximum for Nursing Home Care and Home and Community-Based Care. Payment of International Coverage benefits is limited to 365 days during which Eligible Charges are incurred over the lifetime of the Coverage. Once the International Coverage limit of 365 days has been reached, claimants can continue to receive reduced benefits by selecting the Cash Alternative feature described above. These benefits are subject to the Elimination Period and reduce the Lifetime Maximum.
Waiver of Premium	Premiums will be waived the first of the month following the date the insured meets the Benefit Eligibility Criteria and satisfies the Benefit Waiting/Elimination Period. Premiums will be billed for the first of the month following a month in which the insured no longer meets the Benefit Eligibility Criteria.
Portability	As long as the insured continues to pay premiums on a timely basis and does not exhaust his/her benefits, coverage may be maintained regardless of his/her relation to the group contract holder and regardless of the relationship between the group contract holder and Prudential.

Waiting Period	The Waiting Period begins on the date an insured is assessed, if that assessment results in eligibility for benefits. One Waiting Period applies towards all benefits except for Caregiver Training, Independence Support, Hospice Care, and Information and Referral Services. However, with the exception of the Information and Referral Services, these expenses will be deducted from the Lifetime Maximum. The Waiting Period is cumulative and is counted in calendar days. It needs to be satisfied only once during the insured's lifetime.
Married Person Discount	A discount of 10% will apply for a married insured.

Optional Features	
Automatic Inflation Option	**This is an optional feature that an applicant can elect at the time of initial enrollment.** Under this optional benefit, Plan benefits will automatically increase by 5% per year, compounded annually. Since these benefits are funded on a level premium basis, the increases occur without increasing premiums.
Non-Forfeiture Shortened Benefit Period	**A client can include this optional feature for an 11% load to the rates.** An insured may elect this option to help ensure some level of coverage even if the insured decides to stop paying premiums. Benefits will be available at the elected Daily Maximum, but with a Reduced Lifetime Maximum. This means the full daily benefit will be available, but for a shorter period of time. (Premiums must be paid for at least three full years before benefits will accrue under this option.) The Reduced Lifetime Maximum equals the amount of premium paid into the plan prior to termination and is decreased by any benefits paid under the plan, or 30 times the Daily Maximum Benefit at the time of lapse, whichever is greater.

Benefit Eligibility Criteria

In order to receive any of the benefits offered under this plan, an insured must meet our benefit eligibility criteria.

To meet our benefit eligibility criteria, an insured must be assessed and confirmed as having a Chronic Illness or Disability. Prudential will arrange for an Assessor to conduct an assessment or the insured may select his or her own Assessor to determine whether the insured has a Chronic Illness or Disability. The assessment may be conducted by telephone or in person depending upon the insured's particular circumstances. A Chronic Illness or Disability is one in which there is:

- A loss of ability to perform, without Substantial Assistance, at least two Activities of Daily Living. This loss must be expected to continue for 90 days. Activities of Daily Living are Bathing, Continence, Dressing, Eating, Toileting, Transferring;

Or

- A severe cognitive impairment which requires Substantial Supervision to protect the insured from threats to health and safety.

The standard six Activities of Daily Living are defined as follows:

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 - maintaining control of bladder and bowel functions, or when unable to maintain control of bladder or bowel functions, the ability to perform associated personal hygiene (including care 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 - having sufficient mobility to move into or out of bed, chair, or wheelchair, or to move from place to place either by walking, using a wheelchair, or by other means.

Once the insured is determined to be eligible for benefits and has satisfied the benefit waiting period, benefits will be payable according to the Plan of Care developed for the insured by the Licensed Health Care Practitioner responsible for care.

Prior hospitalization, admission to a Nursing Home, or any other institutional requirement are NEVER used to determine eligibility for Long Term Care benefits under this plan.

Definitions

Activities of Daily Living

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
Having the ability to maintain control of bowel and bladder function, or, when unable to maintain control of bowel or 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
Having 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.

Adult Day Care
A day program for three or more individuals in a community group setting which:

1) Is provided in an Adult Day Care Facility.
2) Provides social and health-related services.
3) Supports frail, impaired, elderly, or other disabled adults who can benefit from care in a group setting outside the home.

Adult Day Care Facility
A facility that is licensed or certified as an Adult Day Care Facility by the state in which the services are rendered. If a state does not license or certify an Adult Day Care Facility, the Adult Day Care program must be licensed or certified by the state in which services are rendered.

Alternate Plan of Care

Prudential recognizes there are emerging trends in the delivery of Long Term Care. We have attempted to describe the types of institutional and Home and Community Based Care settings that are covered under this plan. However, we will consider a claim for benefits for care received in an alternate setting or for non-institutional services designed to help an eligible person remain independent in his or her home. Determination of eligibility for this benefit and the benefit amount will be made on an individual basis at the sole discretion of Prudential.

Assessor

A Licensed Health Care Practitioner who is qualified to evaluate conditions relevant to the insured's functional or cognitive ability. Qualifications are based on training and experience, and may include health care industry, state, or national standards.

Assisted Living Facility

For an Assisted Living Facility that is located in a state that licenses or certifies such a facility, an Assisted Living Facility is one which is licensed or certified by the state in which the facility is located. For facilities located in states that do not license or certify Assisted Living Facilities, an Assisted Living Facility is one that meets, in Prudential's judgment, the following minimum criteria.

1) It is a group residence that maintains records for services to each resident.
2) It provides services and oversight on a 24 hour a day basis which support a resident in a manner that promotes dignity, independence, and privacy.
3) It provides a combination of housing, supportive services, and personal assistance designed to respond to the resident's need for help with Activities of Daily Living and instrumental activities of daily living.
4) It provides, at a minimum, assistance with Bathing, Dressing, and help with medications.
5) It is NOT licensed as a Nursing Home.

The criteria is based on established, national industry standards such as those developed by The Assisted Living Quality Coalition, The Assisted Living Federation of America, The American Association of Homes and Services for the Aging, and The Joint Commission of the Accreditation of Health Organizations.

Bed Reservation

The retention of an insured's bed by a Nursing Home or an Assisted Living Facility that occurs if you are a resident in such a facility and the insured is absent from the facility for 24 hours or more.

Calendar Year

A year starting January 1.

Chronic Illness or Disability
An illness or disability certified by a Licensed Health Care Practitioner in which there is

1) A loss of ability to perform, without Substantial Assistance, at least two Activities of Daily Living. This loss must be expected to continue for 90 days. Activities of Daily Living are Bathing, Continence, Dressing, Eating, Toileting, or Transferring

Or

2) A severe cognitive impairment that requires Substantial Supervision to protect the insured from threats to health and safety.

Cognitive Impairment
A loss or deterioration in intellectual capacity that is (a) comparable to and includes Alzheimer's Disease and similar forms of irreversible dementia; and (b) measured by clinical evidence and standardized tests that reliably measure impairment in the individual's (i) short-term or long term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning.

Covered Person
An individual who has been determined to be eligible for this insurance by Prudential and whose insurance premiums are paid at the time services are rendered; also referred to as an insured.

Daily Maximum
The maximum daily benefit payable for Eligible Charges according to the Benefit Option chosen.

Eligible Charges
The charges for a covered person's Long Term Care that may be used as the basis for a claim. These charges must be incurred

1) For services and supplies described in the Covered Services sections.
2) While you are insured for the Long Term Care Coverage.
3) After the Benefit Waiting/Elimination Period, if any, is satisfied.

A charge is considered incurred on the date you receive the service or supply. A charge is not an Eligible Charge if it is described in the Coverage Exclusions sections.

Home and Community Based Care
Home Health Care or Personal Care received from a Home Health Care Agency, a licensed Referral Agency, a licensed Nurse Registry, or Informal Caregiver, or provided by an Independent Health Care Professional and Adult Day Care received from an Adult Day Care Facility.

Home Health Care Agency
An organization which is licensed as a Home Health Care Agency by the state in which the services are rendered.

Home Health Care
Services provided to ill, disabled or infirm persons in their residences. Such services may include assistance with Activities of Daily Living, Homemaker Services, and Respite Care services.

Hospice
A licensed, certified, or community based program designed to provide service to terminally ill individuals.

Hospice Care
Services and supplies provided through a Hospice to an individual who has been identified as having a terminal illness.

Informal Caregiver
An unpaid person, typically a family member or friend, who regularly provides Home Health Care or Personal Care to an individual in his or her home. This would include assistance with Activities of Daily Living.

Insured
An individual who has been determined to be eligible for this insurance by Prudential and whose insurance premiums are paid at the time services are rendered; also referred to as a covered person.

Licensed Health Care Practitioner
A physician, Registered Nurse, licensed social worker or another professional individual who meets the requirements prescribed by the United States Secretary of the Treasury.

Lifetime Maximum
The maximum lifetime benefit payable for Eligible Charges according to the Benefit Option chosen.

Long Term Care
Medical, social, and/or personal care services required over a long period of time by a person with a Chronic Illness or Disability. Long Term Care can include care in an Assisted Living Facility or Nursing Home, Adult Day Care, Home and Community Based Care, Hospice Care, or Respite Care.

Nursing Home
A facility or institution that provides skilled, intermediate, or custodial care and meets at least one of the following criteria.

1) It is Medicare approved as a Provider of skilled nursing care services.
2) It is licensed by the state in which it is located as a skilled nursing facility, an intermediate care facility, or a custodial care facility.
3) It meets all or the following criteria:
   - Its main function is to provide skilled, intermediate or custodial care.
   - It is engaged in providing continuous room and board accommodations for three or more persons.
   - It has a Physician on staff or available to it under contract.
   - It is under the supervision of a Registered Nurse or Licensed Practical Nurse.
   - It maintains medical records for each patient.
   - It maintains control of and records of all medications dispensed.

Nursing Home Services
Services provided by a Nursing Home.

Plan of Care
A written plan that

1) Has been developed for the covered person.
2) Describes the type, frequency, and the duration of the Long Term Care.
3) Describes the type of providers that are needed.
4) Is signed by the licensed health care practitioner responsible for the covered person's care.

Respite Care
Short-term care provided for limited periods of time in certain settings to relieve a covered person's Informal Caregiver.

Substantial Assistance
The physical assistance of another person without which the insured 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 insured while performing an Activity of Daily Living.

Substantial Supervision
Continual oversight that may include cueing by verbal prompting, gestures or other demonstrations by another person, and which is necessary to protect the insured from threats to his/her health or safety.

Exclusions

Charges Not Covered

1) Work-connected Conditions Charge. A charge covered by a Workers' Compensation law, occupational disease law or similar law.

2) Government Plan Charge. A charge for a service or supply
   a) furnished by or for the United States government or any other government, unless payment of the charge is required by law. Or
   b) to the extent that the service or supply, or any benefit for the charge, is provided by any law or governmental plan under which the patient is or could be covered. This (b) does not apply to a state plan under Medicaid or to any law or plan when, by law, its benefits are excess to those of any private insurance program or other non-governmental program. When this (b) applies to Medicare, the benefits provided by Medicare will be deemed to include any amount that would have been payable by Medicare in the absence of a deductible or coinsurance requirement under that program.

3) War, Felony, Riot or Insurrection. Charges for a condition due to war or any act of war while you are insured or due to your participation in an act of felony, riot or insurrection. War means declared or undeclared war and includes resistance to armed aggression. "Riot" means a wild, violent, public disturbance of the peace.

4) Self-inflicted Injury or Suicide. Charges arising from intentionally self-inflicted injury or attempted suicide, while sane or suffering from inorganic based insanity.

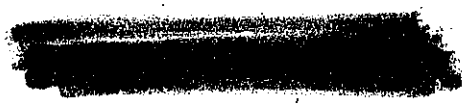
5) Services and Supplies Outside the United States. Charges for services or supplies outside of the United States and its possessions. The Exclusion for Services and Supplies Outside the United States does not apply to the International Coverage Benefit.

6) Treatment for Chronic Alcoholism or Chemical Dependency. Charges in connection with the treatment of chronic alcoholism or chemical dependency.

The benefits of this plan may be coordinated with certain other coverages that provide benefits for the same services covered by insurance.

Exhibit B

Pennsylvania Certificate of Authority



COMMONWEALTH OF PENNSYLVANIA
INSURANCE DEPARTMENT

CERTIFICATE OF AUTHORITY

Life

Effective Date: April 1, 2006

PRUDENTIAL INSURANCE COMPANY OF AMERICA (THE)

NAIC NO. 68241

HAS COMPLIED WITH THE REQUIREMENTS OF THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA RELATING TO ADMISSION IN SAID COMMONWEALTH FOR THE PURPOSE OF TRANSACTING INSURANCE BUSINESS IN PENNSYLVANIA AND THAT THE ABOVE NAMED COMPANY IS HEREBY AUTHORIZED TO TRANSACT THE BUSINESS OF:

Accident and Health 40 P.S. s 382(a)(2)

Life and Annuities 40 P.S. s 382(a)(1)

Separate Account 31 PA Code Chap 85

Separate Account (Variable Life) 31 PA Code Chap 82

FOR THE YEAR ENDING MARCH 31, 2007, IN ACCORDANCE WITH ITS CHARTER AND IN CONFORMITY WITH THE LAWS OF SAID COMMONWEALTH OF PENNSYLVANIA.

INSURANCE DEPARTMENT * COMMONWEALTH OF PENNSYLVANIA *

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THE DATE AND YEAR FIRST ABOVE WRITTEN.

[redacted]

M. DIANE KOKEN
INSURANCE COMMISSIONER

Exhibit C

Certificate of Liability Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 02/08/07

PRODUCER
MARSH USA INC
44 WHIPPANY ROAD
PO BOX 1966
MORRISTOWN, NJ 07962
Attn: Contract.ReviewCSS@Marsh.com/212-948-1306 (fax)

100308-CORP-CAS-07-08 91475

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

INSURED
PRUDENTIAL FINANCIAL INC.
ENTERPRISE RISK MANAGEMENT
213 WASHINGTON STREET
NEWARK, NJ 07102-2917

COMPANY B XL INSURANCE AMERICA, INC.

COMPANY C

COMPANY D

COVERAGES This certificate supersedes and replaces any previously issued certificate. 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	TC2J-GLSA-120D3993-TIL-07	01/01/07	01/01/08	GENERAL AGGREGATE	$ 4,000,000
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$ 2,000,000
	[ ] OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 2,000,000
	[ ]				FIRE DAMAGE (Any one fire)	$ 2,000,000
					MED EXP (Any one person)	$ N/A
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	[ ] ANY AUTO					
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	[ ] SCHEDULED AUTOS					
	[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
	[ ] NON-OWNED AUTOS					
	[ ]				PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY:	
	[ ]				EACH ACCIDENT	$
					AGGREGATE	$
B	EXCESS LIABILITY	US00005593LI07A	01/01/07	01/01/08	EACH OCCURRENCE	$ 3,000,000
	[X] UMBRELLA FORM				AGGREGATE	$ 3,000,000
	[ ] OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATUTORY LIMITS [ ] OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				EACH ACCIDENT	$
					DISEASE - POLICY LIMIT	$
					DISEASE - EACH EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: THE COMMONWEALTH OF PENNSYLVANIA OFFICE OF ADMINISTRATION, BUREAU OF CLASSIFICATIONS, COMPENSATION AND WORKPLACE SUPPORT EMPLOYEE BENEFITS DIVISION, 513 FINANCE BUILDING, HARRISBURG, PA 17120; PROPERTY NUMBER: 91475
CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS THE ABOVE REFERENCED PROPERTY.

CERTIFICATE HOLDER NYC-002357193-06

THE COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ADMINISTRATION
513 FINANCE BUILDING
HARRISBURG, PA 17120

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Laura A. Thompson

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