

**J. M. Huber
Corporation**

***U.S. Non-Union
Employees***

Employee Term Life Coverage

Basic and Optional Plans

Dependents Term Life Coverage

Accidental Death and
Dismemberment Coverage



Disclosure Notice

FOR ARKANSAS RESIDENTS

Prudential's Customer Service Office:

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

If Prudential fails to provide you with reasonable and adequate service, you may contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
1-800-852-5494

FOR FLORIDA RESIDENTS

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

FOR MARYLAND RESIDENTS

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

FOR WISCONSIN RESIDENTS

You can also contact the Office of the Commissioner of Insurance, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the Office of the Commissioner of Insurance by contacting:

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

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

Prudential's Customer Service Office:

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

THIS NOTICE IS FOR TEXAS RESIDENTS ONLY

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Email: ConsumerProtection@tdi.state.tx.us

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Prudential first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Prudential primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.

Foreword

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

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

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

IMPORTANT NOTICE: *This Booklet is an important document and should be kept in a safe place. When you become covered under the Program, you will receive a Certificate of Coverage. You should attach the Certificate of Coverage to your Booklet. That Certificate of Coverage and this Booklet together form your Group Insurance Certificate.*

IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES: *There are state-specific requirements that may change the provisions under the Coverage(s) described in this Group Insurance Certificate. If you live in a state that has such requirements, those requirements will apply to your Coverage(s) and are made a part of your Group Insurance Certificate. Prudential has a website that describes these state-specific requirements. You may access the website at www.prudential.com/etonline. When you access the website, you will be asked to enter your state of residence and your Access Code. **Your Access Code is 47186.***

If you are unable to access this website, want to receive a printed copy of these requirements or have any questions, call Prudential at 1-866-439-9026.

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Schedule of Benefits

Covered Classes: The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All full-time Employees who are U.S. Citizens or reside inside the U.S. who are not covered by a collective bargaining agreement between the Employer and a union.

Program Date: January 1, 2009. This Booklet describes the benefits under the Group Program as of the Program Date.

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

BASIC EMPLOYEE TERM LIFE COVERAGE

BENEFIT AMOUNTS:

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance
All Employees	2 x your annual Earnings. If this amount is not a multiple of \$1,000, it will be rounded to the nearest multiple of \$1,000. Maximum Amount: \$1,250,000.

The Definitions section explains what "Earnings" means.

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

OPTIONAL EMPLOYEE TERM LIFE COVERAGE

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

BENEFIT AMOUNTS:

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance
All Employees	
Option 1	1x your annual Earnings.*
Option 2	2x your annual Earnings.*
Option 3	3x your annual Earnings.*
Option 4	4x your annual Earnings.*

*If this amount is not a multiple of \$1,000, it will be rounded to the nearest multiple of \$1,000 with \$500 rounded up.

Maximum Amount: \$1,250,000 minus your amount of insurance under the Basic Employee Term Life Coverage.

The Definitions section explains what "Earnings" means.

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

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

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

Non-medical Limit: The lesser of 3x your annual Earnings or \$300,000. If the Amount Limit for this Coverage applies at any time to your amount of insurance, that Limit will also apply to the Non-medical Limit as if it were an amount of insurance.

The Delay of Effective Date section does not apply to this provision.

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

If you request an increase, you must give evidence of insurability. The amount of your insurance will be increased when Prudential decides the evidence is satisfactory and you meet the Active Work Requirement.

If you request a decrease, the amount of your insurance will be decreased on the first day of the month following the date of a Life Event.

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

Changing Plans at Annual Enrollment: You may elect to have your Optional Employee Term Life Coverage changed during the Annual Enrollment Period. You must do this on a form approved by Prudential and agree to make any required contributions.

You must give evidence of insurability if: (a) you enroll more than 31 days after you first could have been covered; or (b) if you request an increase of more than one option or your coverage amount exceeds \$300,000. Changes will become effective on the date designated by the Employer. But a new enrollment or an increase, which are subject to evidence, will be effective on the first of the month after Prudential decides the evidence is satisfactory, if this date is later. The Delay of Effective Date section applies to all changes except decreases.

Any Non-medical Limit will apply to an increased amount of coverage.

Amount Limit Due to Age: When you are age 65 or more, your amount of insurance is limited. It is the Limited Percent (for that Age) of the amount for which you would then be insured if there were no limitation. Each Age and the Limited Percent for that Age are shown below.

Age	Limited Percent
65	65
70	45
75	30
80 and more	20

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

The Delay of Effective Date section does not apply to this provision.

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

OPTIONAL DEPENDENTS TERM LIFE COVERAGE

The amount of insurance is the amount for your Benefit Class. You may enroll your Qualified Dependents for one of the options shown below. The amount for which you enroll will be recorded by your Employer and reported to Prudential. Your Benefit Class is determined by the classification of your dependents and the amount for which you enroll as shown in this table.

Qualified Dependents Classification	Amount of Insurance
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Option 1

Your spouse or Civil Union Partner	\$10,000.
Your children	\$5,000

Option 2

Your spouse or Civil Union Partner	\$25,000.
Your children	\$5,000.

Option 3

Your spouse or Civil Union Partner	\$50,000.
Your children	\$10,000

Option 4

Your spouse or Civil Union Partner	\$100,000.
Your children	\$15,000.

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

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

Non-medical Limit: \$25,000. If the Amount Limit for this Coverage applies at any time to your spouse's or Civil Union Partner's amount of insurance, that Limit will also apply to the Non-medical Limit as if it were an amount of insurance.

The Delay of Effective Date section does not apply to this provision.

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

If you request an increase in the amount of insurance on your spouse or Civil Union Partner, you must give evidence of insurability for your spouse or Civil Union Partner. The amount of insurance on your spouse or Civil Union Partner will be increased when Prudential decides the evidence is satisfactory and your spouse or Civil Union Partner is not home or hospital confined for medical care or treatment.

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

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

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

OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

BENEFIT AMOUNTS UNDER EMPLOYEE INSURANCE:

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

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance
All Employees	
Option 1	\$100,000
Option 2	\$200,000
Option 3	\$300,000

The Definitions section explains what "Earnings" means.

Amount Limit Due to Age: When you are age 65 or more, your amount of insurance is limited. It is the Limited Percent (for that Age) of the amount for which you would then be insured if there were no limitation. Each Age and the Limited Percent for that Age are shown below.

Age	Limited Percent
65	65
70	45
75	30
80 and more	20

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

The Delay of Effective Date section does not apply to this provision.

BENEFIT AMOUNTS UNDER DEPENDENTS INSURANCE:

The amount of insurance on each of your Qualified Dependents is a percent of your amount of Employee Insurance under the Coverage. The percent that applies on any date is shown below. It is based on the persons who are then your Qualified Dependents.

Persons who are your Qualified Dependents	Amount of insurance on each Qualified Dependent, as a percent of your Employee Insurance
Your spouse or Civil Union Partner only	50% on your spouse or Civil Union Partner
Your child(ren) only	15% on each child
Your spouse or Civil Union Partner and child(ren)	40% on your spouse or Civil Union Partner; and 10% on each child

ADDITIONAL BENEFITS UNDER EMPLOYEE AND DEPENDENTS INSURANCE:

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

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

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

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

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

Additional Amount Payable for Return of a Person's Remains: An amount equal to the lesser of:

- (1) the amount of Covered Expenses; and
- (2) \$2,500.

Additional Amount Payable for Your Loss as a Result of Felonious Assault: An amount equal to 5% of the amount payable under the Coverage for the Loss that results from a Felonious Assault.

Additional Amount Payable for Tuition Reimbursement for Your Spouse or Civil Union

Partner: An amount equal to the least of:

- (1) the actual tuition charged for the program;
- (2) 1% of your Amount of Insurance; and
- (3) \$2,500.

Additional Annual Amount Payable for Tuition Reimbursement for Your Dependent Child: An amount equal to the least of:

- (1) the actual annual tuition, exclusive of room and board, charged by the School;
- (2) 1% of your or your spouse's or Civil Union Partner's Amount of Insurance, depending upon whose Loss of life this additional benefit is payable; and
- (3) \$2,500.

This benefit is payable annually for up to four consecutive years, but not beyond the date the child reaches age 23.

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

Additional Annual Amount Payable for Day Care Expenses for Your Dependent Child: An amount equal to the least of:

- (1) the actual cost charged by such Day Care Center per year;
- (2) 1% of your or your spouse's or Civil Union Partner's Amount of Insurance, depending upon whose Loss of life this additional benefit is payable; and
- (3) \$2,000.

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

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

Additional Amount Payable for Your Spouse's or Civil Union Partner's Loss of Life as a Result of a Common Accident: An amount equal to the difference between:

- (1) the Amount of Insurance payable under the Coverage for your Loss of Life; and
- (2) the Amount of Insurance payable under the Coverage for your spouse's or Civil Union Partner's Loss of life.

Additional Amount Payable for Your Child's Loss: An amount equal to the amount payable for that child's Loss.

Additional Monthly Amount Payable During Critical Period After Your Loss of Life: An amount equal to 1/2% of your Amount of Insurance for each of the twelve months immediately following your death.

TO WHOM PAYABLE:

Accidental Death and Dismemberment benefits are payable to you with these exceptions:

- (1) Benefits for tuition reimbursement for your spouse or Civil Union Partner payable on account of your Loss of life will be paid to:
 - (a) your spouse or Civil Union Partner, if living; or
 - (b) your spouse's or Civil Union Partner's estate.
- (2) Benefits for day care expenses or tuition reimbursement for your dependent children will be paid to the person or institution appearing to Prudential to have assumed the main support of the children when such benefits are payable on account of:
 - (a) your Loss of Life; or
 - (b) your spouse's or Civil Union Partner's Loss of life that are unpaid at your death.
- (3) Benefits for any other of your Losses that are unpaid at your death or become payable on account of your death will be paid to your Beneficiary or Beneficiaries. (See Beneficiary Rules.)
- (4) If you are not living, benefits for any other dependent's Losses are payable to the dependent who suffered the Loss. If that dependent is not living, the benefits will be paid to that dependent's estate.

OTHER INFORMATION

Contract Holder: J. M. HUBER CORPORATION

Group Contract No.: G-47186-NJ

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

Employment Waiting Period: For Employees hired on or before January 1, 2009: None
For Employees hired after January 1, 2009: First of the month following date of hire.

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

Basic Employee Term Life Coverage

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

Prudential's Address:

The Prudential Insurance Company of America
80 Livingston Avenue
Roseland, New Jersey 07068

WHEN YOU HAVE A CLAIM

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

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

Who is Eligible to Become Insured

FOR EMPLOYEE INSURANCE

You are eligible to become insured for Employee Insurance while:

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

You are full-time if you are regularly working for the Employer at least the number of hours in the Employer's normal full-time work week for your class, but not less than an average of 35 hours per week. If you are a partner or proprietor of the Employer, that work must be in the conduct of the Employer's business.

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

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

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

FOR DEPENDENTS INSURANCE

You are eligible to become insured for Dependents Insurance while:

- You are eligible for Employee Insurance; and
- You have a Qualified Dependent.

Qualified Dependents:

These are the persons for whom you may obtain Dependents Insurance:

- Your spouse or Civil Union Partner.

Your Civil Union Partner is a person with whom you have established a civil union relationship which is valid under the laws of the jurisdiction in which the civil union relationship was created. In addition, government-sanctioned same-sex relationships validly established under the laws of other states and foreign nations that provide substantially all of the rights and benefits of marriage are recognized as civil unions.

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

- Your unmarried children from live birth to 19 years old.

Your children include your legally adopted children, children placed with you for adoption prior to legal adoption, and each of your stepchildren, Civil Union Partner's children, and foster children who depends on you for support and maintenance. A child placed with you for adoption prior to legal adoption is considered your Qualified Dependent from the date of placement for adoption, and is treated as though the child were a newborn child born to you.

Exceptions:

- (1) 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: 25.

- (2) Your spouse, Civil Union Partner, or child is not your Qualified Dependent while:

- (a) on active duty in the armed forces of any country; or
- (b) insured under any Employee Term Life Coverage of the Group Contract; or
- (c) the spouse, Civil Union Partner, or child has protection under any Employee Term Life Coverage of the Group Contract after the spouse's, Civil Union Partner's, or child's insurance under that Coverage ends.

- (3) For accident Coverage, your spouse, Civil Union Partner or child is not your Qualified Dependent while:

- (a) on active duty in the armed forces of any country; or
- (b) insured under the Group Contract as an Employee.

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

- (1) the Employee who became insured under the Group Contract with respect to the child, while the child was a Qualified Dependent of only that Employee; and otherwise
- (2) the Employee who has the longest continuous service with the Employer, based on the Contract Holder's records.

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

When You Become Insured

FOR EMPLOYEE INSURANCE

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

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

For Contributory Insurance, you must enroll on a form approved by Prudential and agree to pay the required contributions. You may enroll for Contributory Insurance within 31 days of when you could first be covered, or within 31 days of a Life Event. Your Employer will tell you whether contributions are required and the amount of any contribution when you enroll.

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

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

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

- (1) For Contributory Insurance, you enroll more than 31 days after you could first be covered.
- (2) You enroll after any of your insurance under the Group Contract ends because Prudential did not receive a contribution that you were required to pay from the Contract Holder.
- (3) You have not met a previous evidence requirement to become insured under any Prudential group contract covering Employees of the Employer.

FOR DEPENDENTS INSURANCE

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

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

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

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

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

When evidence is required: In any of these situations, you must give evidence of insurability for a Qualified Dependent spouse or Civil Union Partner for benefit that is greater than \$25,000.00. This requirement will be met when Prudential decides the evidence is satisfactory. Evidence is not required for a Qualified Dependent child.

- (1) For Contributory Insurance, you enroll for Dependents Insurance under a Coverage more than 31 days after you are first eligible for Dependents Insurance.
- (2) You enroll for Dependents Insurance after any of your insurance under the Group Contract ends because Prudential did not receive a contribution that you were required to pay from the Contract Holder.
- (3) The Qualified Dependent is a person for whom a previous requirement for evidence of insurability has not been met. The evidence was required for that person to become covered for an insurance, as a dependent or an Employee. That insurance is or was under any Prudential group contract for Employees of the Employer.

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

- No Qualified Dependents.
- Qualified Dependent spouse or Civil Union Partner only.
- Qualified Dependent spouse or Civil Union Partner and children.
- Qualified Dependent children only.

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

Forms are available for reporting these changes.

Delay of Effective Date

FOR EMPLOYEE INSURANCE

Your Employee Insurance under a Coverage will be delayed if you do not meet the Active Work Requirement on the day your insurance would otherwise begin. Instead, it will begin on the first day you meet the Active Work Requirement and the other requirements for the insurance. The same delay rule will apply to any change in your insurance that is subject to this section. If you do not meet the Active Work Requirement on the day that change would take effect, it will take effect on the first day you meet that requirement.

FOR DEPENDENTS TERM LIFE COVERAGE

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

Newborn Child Exception: This section does not apply to a child of yours if the child is born to you, becomes your Qualified Dependent at birth, and either:

- (1) is your first Qualified Dependent; or
- (2) becomes a Qualified Dependent while you are insured for Dependents Insurance under that Coverage for any other Qualified Dependent.

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

Employee Term Life Coverage

FOR YOU ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

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

B. DEATH BENEFIT DURING CONVERSION PERIOD.

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

- (1) within 31 days after you cease to be a Covered Person or within 31 days after the date your amount of Employee Term Life Insurance under this Coverage is reduced; and
- (2) while entitled (under Section C) to convert all or part of your Employee Term Life Insurance under this Coverage to an individual contract.

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

C. CONVERSION PRIVILEGE.

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

- (1) Your employment ends, you transfer out of the Covered Classes, or your amount of insurance is reduced by reason of age, retirement, the end of your membership in a Covered Class, or an amendment to the Group Contract that changes the benefits for your class.
- (2) All term life insurance of the Group Contract for your class ends by amendment or otherwise. But, on the date it ends, you must have been insured for three years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

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

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

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

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

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

- (1) The total amount of all your life insurance then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) \$10,000.

If your amount of Employee Term Life Insurance under this Coverage is reduced, not more than the amount of the reduction.

Form: Any form of a life insurance contract that:

- (1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and
- (2) is one that Prudential usually issues at the age and amount applied for.

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

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

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

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

- (1) If Prudential determines that all or part of a claim is payable, Prudential will pay that benefit within 60 days after Prudential receives written proof of death.
- (2) If Prudential determines that all or part of a claim is not payable, Prudential will send written notice of the denial to the claimant within 45 days after Prudential receives written proof of death. The notice will state the reason the claim is being denied. But the notice will not state the reason the claim is being denied if Prudential reasonably believes that the claim constitutes probable cause for fraud.
- (3) If Prudential needs more information to determine if all or part of a claim is payable, Prudential will send written notice to the claimant within 45 days after Prudential receives written proof of death. The notice will state the reason the claim is being investigated. But the notice will not state the reason the claim is being investigated if Prudential reasonably believes that the claim constitutes probable cause for fraud. Prudential will then either pay the benefit or deny the claim within 90 days after Prudential receives the additional information.

- (4) Any part of a payable claim that is not paid to the claimant within the above time limits is an Overdue Payment. Prudential will pay interest on an Overdue Payment beginning on the date the payment becomes overdue, and ending on the date payment is made to the claimant. The annual interest rate will be the average rate of return of the State of New Jersey Cash Management Fund for the preceding fiscal year, rounded to the nearest one-half percent.
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Option to Accelerate Payment of Death Benefits

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

Definitions

- **Terminally Ill Employee:** An Employee whose life expectancy is 12 months or less.
- **Terminal Illness Proceeds:** The amount of Employee Term Life Insurance that you may elect to place under this option. The Terminal Illness Proceeds are equal to 80% of the amount in force on your life on the date Prudential receives the proof that you are a Terminally Ill Employee, but not more than \$250,000. However, the Terminal Illness Proceeds may be reduced if, within 12 months after the date Prudential receives such proof, a reduction on account of age would have applied to the amount of your Employee Term Life Insurance. In that case, the amount of the Terminal Illness Proceeds may not exceed the amount of such Insurance after applying the reduction.

Option: If you are a Terminally Ill Employee while insured under the Employee Term Life Insurance provision or while your death benefit protection is being extended under the Employee Term Life Coverage provision, you may elect to have the Terminal Illness Proceeds placed under this option. That election is subject to the conditions set forth below. To exercise this option, you should use a claim form and follow the instructions on the form. If you do not have a claim form, contact your Employer.

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

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

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

Amount Due But Unpaid at Your Death: If you elect this option and you die before Prudential has paid the Terminal Illness Proceeds to you, Prudential will pay the amount of Employee Term Life Insurance payable on your death to your Beneficiary or Beneficiaries determined under the Beneficiary Rules.

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

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

- (1) You must choose this option in writing in a form that satisfies Prudential.
- (2) You must furnish proof that satisfies Prudential that your life expectancy is 12 months or less, including certification by a Doctor.

- (3) Your Employee Term Life Insurance must not be assigned.
- (4) Terminal Illness Proceeds will be made available to you on a voluntary basis only. Therefore:
 - (a) If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit.
 - (b) If you are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement, you are not eligible for this benefit.

Effect on Coverage: This benefit is in lieu of the benefits that would have been paid on your death with respect to the Terminal Illness Proceeds. When you elect this option, the total amount of Employee Term Life Insurance otherwise payable on your death, including any amount under an extended death benefit, will be reduced by the Terminal Illness Proceeds. Also, any amount you could otherwise have converted to an individual contract will be reduced by the Terminal Illness Proceeds. Your Dependents Insurance, if any, will not end solely due to payment of the Terminal Illness Proceeds.

Effect on Contributions: The amount of your contribution, if any, will be adjusted based on the amount of your Employee Term Life Coverage remaining in force.

Cancellation: You may cancel this Option to Accelerate Payment of Death Benefits at any time. If you wish to do so, contact your Employer.

Optional Dependents Term Life Coverage

FOR YOUR DEPENDENTS ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

If a dependent dies while a Covered Person, the amount of insurance on that dependent under this Coverage is payable when Prudential receives written proof of death.

B. DEATH BENEFIT DURING A CONVERSION PERIOD.

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

- (1) within 31 days after ceasing to be a Covered Person; and
- (2) while entitled (under Section C) to a conversion of the insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Dependents Term Life Coverage which could have been converted. It is payable even if conversion was not applied for. It is payable when Prudential receives written proof of death.

C. CONVERSION PRIVILEGE.

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

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

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

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

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

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

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

- (1) The total amount of all your Dependents Term Life Coverage on the dependent then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible with respect to the dependent within the next 31 days.
- (2) \$10,000.

Form: Any form of a life insurance contract that:

- (1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and
- (2) is one that Prudential usually issues at the age and amount applied for.

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

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

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

Any death benefit provided under a section of this Coverage:

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

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

- (2) is payable according to that section and these claim rules.
 - (a) If Prudential determines that all or part of a claim is payable, Prudential will pay that benefit within 60 days after Prudential receives written proof of death.
 - (b) If Prudential determines that all or part of a claim is not payable, Prudential will send written notice of the denial to the claimant within 45 days after Prudential receives written proof of death. The notice will state the reason the claim is being denied. But the notice will not state the reason the claim is being denied if Prudential reasonably believes that the claim constitutes probable cause for fraud.

- (c) If Prudential needs more information to determine if all or part of a claim is payable, Prudential will send written notice to the claimant within 45 days after Prudential receives written proof of death. The notice will state the reason the claim is being investigated. But the notice will not state the reason the claim is being investigated if Prudential reasonably believes that the claim constitutes probable cause for fraud. Prudential will then either pay the benefit or deny the claim within 90 days after Prudential receives the additional information.
 - (d) Any part of a payable claim that is not paid to the claimant within the above time limits is an Overdue Payment. Prudential will pay interest on an Overdue Payment beginning on the date the payment becomes overdue, and ending on the date payment is made to the claimant. The annual interest rate will be the average rate of return of the State of New Jersey Cash Management Fund for the preceding fiscal year, rounded to the nearest one-half percent.
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Option to Accelerate Payment of Death Benefits

FOR YOUR DEPENDENTS

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

Definitions

- **Terminally Ill Dependent:** A dependent whose life expectancy is 12 months or less.
- **Terminal Illness Proceeds:** The amount of Dependents Term Life Insurance that you may elect to place under this option. You may elect any amount up to 80% of the amount in force on your dependent's life on the date Prudential receives the proof that such dependent is a Terminally Ill Dependent, but not more than \$100,000. However, the Terminal Illness Proceeds may be reduced if, within 12 months after the date Prudential receives such proof, a reduction on account of age would have applied to the amount of your Dependents Term Life Insurance for that dependent. In that case, the amount of the Terminal Illness Proceeds may not exceed the amount of such Insurance after applying the reduction.

Option: If your dependent is a Terminally Ill Dependent while you are insured for that dependent under the Dependents Term Life Insurance provision or while the dependent's death benefit protection is being extended under the Dependents Term Life Insurance provision, you may elect to have the Terminal Illness Proceeds placed under this option. That election is subject to the conditions set forth below. To exercise this option, you should use a claim form and follow the instructions on the form. If you do not have a claim form, contact your Employer.

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

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

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

Amount Due But Unpaid at Your Dependent's Death: If you elect payment in one sum and your Terminally Ill Dependent dies before Prudential has paid you the Terminal Illness Proceeds, Prudential will pay you the amount of Dependents Term Life Insurance payable on your dependent's death.

If you elect monthly installments and your Terminally Ill Dependent dies before all payments have been made, Prudential will pay you in one sum. That sum will be the total of the payments that remain.

Amount Due But Unpaid at Your Death: The following rules apply:

- (1) If you elect payment in one sum and you die before Prudential has paid you the Terminal Illness Proceeds, Prudential will pay the amount of Dependents Term Life Insurance payable on your dependent's death.
- (2) If you elect monthly installments and you die before all payments have been made, Prudential will pay in one sum an amount equal to the total of the payments that remain.

If the Terminally Ill Dependent is your spouse or Civil Union Partner, payment will be made to your spouse or Civil Union Partner if living, otherwise to your estate. If the Terminally Ill Dependent is your child, payment will be made in this order: (a) to the person or institution appearing to Prudential to have assumed support of that child; or (b) to your estate.

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

- (1) You must choose this option in writing in a form that satisfies Prudential.
- (2) You must furnish proof that satisfies Prudential that your dependent's life expectancy is 12 months or less, including certification by a Doctor.
- (3) Your Dependents Term Life Insurance must not be assigned.
- (4) Terminal Illness Proceeds will be made available to you on a voluntary basis only. Therefore:
 - (a) If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit.
 - (b) If you are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement, you are not eligible for this benefit.

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

Effect on Contributions: The amount of your contribution, if any, will be adjusted based on the amount of your Dependents Term Life Coverage remaining in force.

Cancellation: You may cancel this Option to Accelerate Payment of Death Benefits at any time. If you wish to do so, contact your Employer.

Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENTS

This Coverage pays benefits for accidental Loss.

Loss means the person's:

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

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

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

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

Coma means a profound state of unconsciousness from which the person cannot be aroused, even by powerful stimulation, as determined by the person's physician.

A. BENEFITS.

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

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

(b) Coma, that Loss:

- (i) begins within 365 days after the accident; and
- (ii) continues for six consecutive months; and
- (iii) is total, continuous and permanent at the end of that six month period.

Any benefit for a Loss due to Coma will not begin until the end of the six-month period in (iii) above.

For the purposes of the Coverage:

- (1) Exposure to the elements will be considered an accidental Injury.
- (2) It will be presumed that the person has suffered a Loss of life if the person's body has not been found within one year of disappearance, stranding, sinking or wrecking of any vehicle in which the person was an occupant.

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

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

Percent of the Person's
Amount of Insurance

Loss of or by Reason of:

Life	100
Both Hands	100
Both Feet	100
Sight of Both Eyes	100
One Hand and One Foot	100
One Hand and Sight of One Eye	100
One Foot and Sight of One Eye	100
Speech and Hearing	100
Quadriplegia	100
Paraplegia.....	75
One Hand	50
One Foot.....	50
Sight of One Eye.....	50
Speech	50
Hearing	50
Hemiplegia.....	50
Thumb and Index Finger of the Same Hand	25
Coma	1% per month,
.....	up to 11 months

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

B. LOSSES NOT COVERED.

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

- (1) Suicide or attempted suicide, while sane or insane.
- (2) Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.
- (3) Sickness, whether the Loss results directly or indirectly from the Sickness.
- (4) Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.
- (5) Any infection. But, this does not include:
 - (a) a pyogenic infection resulting from an accidental cut or wound; or
 - (b) a bacterial infection resulting from accidental ingestion of a contaminated substance.
- (6) War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression.
- (7) An accident that occurs while the person is serving on full-time active duty for more than 30 days in any armed forces. But this does not include Reserve or National Guard active duty for training.
- (8) Travel or flight in any vehicle used for aerial navigation. This includes getting in, out, on or off any such vehicle. This (8) applies only 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) you are riding as a passenger in an aircraft owned, leased or operated by your Employer.
- (9) Commission of or attempt to commit a felony.
- (10) Being legally intoxicated or under the influence of any narcotic unless administered or consumed on the advice of a Doctor.
- (11) Participation in these hazardous sports: scuba diving; bungee jumping; skydiving; parachuting; hang gliding; or ballooning.

C. ADDITIONAL BENEFITS

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

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

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

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

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

Four Wheel Vehicle means a vehicle that is:

- (a) duly licensed for passenger use;
- (b) designated primarily for use on public streets and highways; and
- (c) in the list below:
 - (i) a private passenger automobile;
 - (ii) a station wagon;
 - (iii) a van, jeep or truck-type vehicle which has a manufacturer's rated load capacity of 2,000 pounds or less; or
 - (iv) a self-propelled motor home.

Seat Belt means an unaltered lap restraint or lap and shoulder restraint. It includes a government approved child restraint device when used in accordance to the manufacturer's directions.

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

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

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

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

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

- (a) the person is a driver or passenger in a Four Wheel Vehicle equipped with a factory-installed Supplemental Restraint System; and
- (b) the person is in a seat designed to be protected by an air bag; and

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

Four Wheel Vehicle means a vehicle that is:

- (a) duly licensed for passenger use;
- (b) designated primarily for use on public streets and highways; and
- (c) in the list below:
 - (i) a private passenger automobile;
 - (ii) a station wagon;
 - (iii) a van, jeep or truck-type vehicle which has a manufacturer's rated load capacity of 2,000 pounds or less; or
 - (iv) a self-propelled motor home.

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

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

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

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

(3) Additional Benefit for Return of Remains:

This additional benefit for return of remains only applies if the person suffers a Loss of life and such Loss occurs outside a 150-mile radius of the person's home. It is payable for Covered Expenses incurred to return the person's body home to the United States or Canada.

Covered Expenses includes expenses for: (a) embalming; (b) cremation; (c) a coffin; and (d) transportation of the remains.

Benefit Amount Payable for Return of Remains: The additional amount payable is shown in the Schedule of Benefits.

(4) Additional Benefit for Your Loss as a Result of Felonious Assault:

This additional benefit for Felonious Assault only applies if you suffer a Loss that is the result of a Felonious Assault.

Felonious Assault means a Physical Attack by another person resulting in bodily harm to you. But, a Felonious Assault is not a moving violation as defined under the applicable state motor vehicle laws.

Physical Attack means any willful or unlawful use of force or violence upon you with the intent to cause bodily Injury to you. The Physical Attack must be considered a felony or misdemeanor in the jurisdiction in which it occurs.

Benefit Amount Payable for Your Loss as a Result of Felonious Assault: The additional amount payable is shown in the Schedule of Benefits.

(5) Additional Benefit for Tuition Reimbursement for Your Spouse or Civil Union Partner:

This additional benefit for tuition reimbursement for your spouse or Civil Union Partner only applies if you suffer a Loss of life.

An additional benefit for tuition reimbursement is payable for the person who enrolls in any professional or trades program within 30 months after the date of your death for the purposes of obtaining an independent source of support or enriching that spouse's or Civil Union Partner's ability to earn a living. Proof of enrollment must be given to Prudential.

Benefit Amount Payable for Tuition Reimbursement for Your Spouse or Civil Union Partner: The additional benefit payable is shown in the Schedule of Benefits.

(6) Additional Benefit for Tuition Reimbursement for Your Dependent Child:

This additional benefit for tuition reimbursement for your dependent child only applies once. It applies if either: (a) you suffer a Loss of life; or (b) your Qualified Dependent spouse or Civil Union Partner suffers a Loss of life. Date of death, as used below, refers to your or your spouse's or Civil Union Partner's date of death depending upon whose Loss of life this additional benefit is payable.

An additional benefit for tuition reimbursement is payable for each dependent child less than age 23 who, on the date of death, is:

- (a) enrolled as a full-time student in a School; or
- (b) in the 12th grade and becomes a full-time student in a School within 365 days after that date.

Proof of enrollment must be given to Prudential.

School means an institution of higher learning. This includes, but is not limited to, a university, college or trade school.

Benefit Amount Payable for Tuition Reimbursement for Your Dependent Child: The additional amount payable is shown in the Schedule of Benefits.

(7) Additional Benefit for Day Care Expenses for Your Dependent Child:

This additional benefit for day care expenses for your dependent child only applies once. It applies if either: (a) you suffer a Loss of life; or (b) your Qualified Dependent spouse or Civil Union Partner suffers a Loss of life. Date of death, as used below, refers to your or your spouse's or Civil Union Partner's date of death depending upon whose Loss of life this additional benefit is payable.

This additional benefit is payable for each dependent child less than age 7 who:

- (a) is enrolled at a Day Care Center on the date of death; or

(b) becomes enrolled at a Day Care Center within 90 days after the date of death.

Proof of enrollment must be given to Prudential.

A Day Care Center is a facility which:

- (a) is duly licensed, certified or accredited to provide child care by the jurisdiction in which it is located; and
- (b) is operating in compliance with applicable laws and regulation of that jurisdiction.

Benefit Amount Payable for Day Care Expenses for Your Dependent Child: The additional amount payable is shown in the Schedule of Benefits.

(8) Additional Benefit for Your Spouse's or Civil Union Partner's Loss of Life as a Result of a Common Accident:

This additional benefit for your spouse's or Civil Union Partner's Loss of life is payable only if both of these tests are met:

- (a) Your Qualified Dependent spouse or Civil Union Partner is insured for Dependents Insurance under the Coverage on the date of the accident causing your spouse's or Civil Union Partner's Loss of life.
- (b) You and your spouse or Civil Union Partner both suffer a Loss of life as a result of the same accident.

Benefit Amount Payable for Your Spouse's or Civil Union Partner's Loss of Life as a Result of a Common Accident: The additional amount payable is shown in the Schedule of Benefits.

(9) Additional Benefit for Your Child's Loss:

This additional benefit is payable for a Qualified Dependent child's Loss only if:

- (a) that Loss is not a Loss of life; and
- (b) that child is insured for Dependents Insurance under the Coverage on the date of the accidental Injury that results in that Loss.

Benefit Amount Payable for Your Child's Loss: The additional amount payable is shown in the Schedule of Benefits.

(10) Additional Benefit During Critical Period After Your Loss of Life:

This additional benefit only applies for your Loss of life if your spouse or Civil Union Partner is insured for Dependents Insurance under the Coverage on the date of your death. It is payable to your spouse or Civil Union Partner during the Critical Period following your death.

Critical Period means the 12 months immediately following your death.

Benefit Amount Payable During Critical Period After Your Loss of Life: The additional amount payable is shown in the Schedule of Benefits.

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

Payment of benefits under the Coverage will not be affected if:

- (1) the person's Coverage ends; and
- (2) the person was a Covered Person when the accidental bodily Injury that resulted in the Loss occurred.

Proof of loss for which claim is made may be furnished after the person's Coverage ends, but it must be given within the time period described under the Claim Rules.

General Information

BENEFICIARY RULES

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

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

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

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

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

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

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

MODE OF SETTLEMENT RULES

The rules in this section apply to Employee Life Insurance payable on account of your death. But these rules are subject to the Limits on Assignments section.

"Mode of Settlement" means payment other than in one sum.

Employee Life Insurance is normally paid to the Beneficiary in one sum. But a Mode of Settlement may be arranged with Prudential for all or part of the insurance, as stated below.

Arrangements for Mode of Settlement: You may arrange a Mode of Settlement by proper written request to Prudential. If, at your death, no Mode of Settlement has been arranged for an amount of your Employee Life Insurance, the Beneficiary and Prudential may then mutually agree on a Mode of Settlement for that amount.

Conditions for Mode of Settlement: The Beneficiary must be a natural person taking in the Beneficiary's own right. A Mode of Settlement will apply to secondary Beneficiaries only if Prudential agrees in writing. Each installment to a person must not be less than \$20.00. A change of Beneficiary will void any Mode of Settlement arranged before the change.

Choice by Beneficiary: A Beneficiary being paid under a Mode of Settlement may, if Prudential agrees, choose (or change the Beneficiary's choice of) a payee or payees to receive, in one sum, any amount which would otherwise be payable to the Beneficiary's estate.

Prudential has prepared information about the modes of settlement available. Ask the Contract Holder for this.

INCONTESTABILITY OF LIFE INSURANCE

This limits Prudential's use of your statements in contesting an amount of Life Insurance for which you are insured. These are statements made to persuade Prudential to accept you for insurance. They will be considered to be made to the best of your knowledge and belief. These rules apply to each statement:

- (1) It will not be used in the contest unless:
 - (a) It is in a written instrument signed by the person; and
 - (b) A copy of that instrument is or has been furnished to you or, in the event of your death or incapacity, to your Beneficiary or personal representative.
 - (2) If it relates to your insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during your lifetime.
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LIMITS ON ASSIGNMENTS

You may assign your insurance under a Coverage. Unless the Schedule of Benefits states otherwise, insurance under any Coverage providing either death benefits or periodic benefits on account of disability may be assigned only as a gift assignment. Any rights, benefits or privileges that you have as an Employee may be assigned. This includes any right you have to choose a Beneficiary or to convert to another contract of insurance. Prudential will not decide if an assignment does what it is intended to do. Prudential will not be held to know that one has been made unless it or a copy is filed with Prudential through the Contract Holder.

This paragraph applies only to insurance for which you have the right to choose a Beneficiary, when that right has been assigned. If an assigned amount of insurance becomes payable on account of your death or the death of your spouse, Civil Union Partner or Domestic Partner and, on the date of that death, there is no Beneficiary chosen by the assignee, it will be payable to:

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

It will not be payable as stated in the Beneficiary Rules or the Dependents Term Life Coverage.

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

This Section applies to all Coverages providing Employee death benefits.

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

- (1) You were insured for group life insurance under another group contract. That contract was issued by Prudential or another insurance carrier to cover Employees of the Employer.
- (2) Your group life insurance under the other group contract ended.
- (3) An irrevocable and absolute gift assignment made by you was in effect. It was made before the other contract ended. That assignment was of all your rights, benefits and privileges of the group life insurance under the other group contract. Those rights were owned by the assignee or the assignee's successor.

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

DEFINITIONS

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

Annual Enrollment Period: There is a period each year when you may enroll for coverage or request a change for the following calendar year. Your Employer will notify you of when this Annual Enrollment Period begins and ends.

Calendar Year: A year starting January 1.

Contributory Insurance, Non-contributory Insurance: Contributory Insurance is insurance for which the Contract Holder has the right to require your contributions. Non-contributory Insurance is insurance for which the Contract Holder does not have the right to require your contributions. The Schedule of Benefits shows whether insurance under a Coverage is Contributory Insurance or Non-contributory Insurance.

Coverage: A part of the Booklet consisting of:

- (1) A benefit page labeled as a Coverage in its title.
- (2) Any page or pages that continue the same kind of benefits.
- (3) A Schedule of Benefits entry and other benefit pages or forms that by their terms apply to that kind of benefits.

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

Dependents Insurance: Insurance on the person of a dependent.

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

Earnings: This is the base pay 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 an average of 35 hours per week, and all other compensation is not included.

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

Employee Insurance: Insurance on the person of an Employee.

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

Injury: Injury to the body of a Covered Person.

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

- (1) your marriage or divorce;
- (2) establishing or dissolving a Civil Union;
- (3) the death of your spouse, Civil Union Partner or child;
- (4) the birth or adoption of your child;
- (5) employment or termination of employment of your spouse or Civil Union Partner;
- (6) switching from part-time to full-time Employee status (or vice versa) by you, your spouse or your Civil Union Partner;
- (7) you, your spouse or your Civil Union Partner taking an unpaid leave of absence;
- (8) a significant change in your health coverage that is attributable to your spouse's or your Civil Union Partner's employment.

Prudential: The Prudential Insurance Company of America.

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

You: An Employee.

CLAIM RULES

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

Notice of Claim: Prudential must be given written notice that a claim will be made. The notice must be given to Prudential within 20 days after the date of the loss. But, failure to meet that time limit will not make the claim invalid if the notice is given as soon as reasonably possible.

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

A claim will not be considered valid unless the proof is furnished within these time limits. However, it may not be reasonably possible to do so. In that case, the claim will still be considered valid if the proof is furnished as soon as reasonably possible.

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

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

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

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

INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY

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

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

When Your Insurance Ends

EMPLOYEE AND DEPENDENTS INSURANCE

Your Employee Insurance under a Coverage or your Dependents Insurance under a Coverage will end when the first of these occurs:

- Your membership in the Covered Classes for the insurance ends because your employment ends (see below) or for any other reason.
- The part of the Group Contract providing the insurance ends.
- Prudential fails to receive from the Contract Holder, when due, any contribution you are required to pay for an insurance of the Group Contract. But failure to contribute will not cause Non-Contributory Insurance to end, and failure to contribute for Dependents Insurance will not cause your Employee Insurance to end.
- The insurance is Dependents Insurance and your Employee Insurance under that Coverage ends. Or the Insurance is Dependents Insurance under the Dependents Term Life Coverage and your Employee Insurance under the Employee Term Life Coverage ends.
- The insurance is Dependents Insurance under the accident Coverage and your Employee Insurance under the optional accident Coverage of the Group Contract, if any, ends.
- If you make a written request to the Employer to end the Dependents Insurance for a Qualified Dependent under the accident Coverage, the insurance for that person will end.

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

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

For the purpose of your life insurance under the Group Contract, your employment in the Covered Classes will not be considered to end while you: (1) are absent from work for the Employer on account of your disability; and (2) have been so absent for less than six months; and (3) are not working at any other job for wage or profit.

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

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

- (1) The child is then mentally or physically incapable of earning a living. Prudential must receive proof of this within the next 31 days.
- (2) The child otherwise meets the definition of Qualified Dependent.

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

**The Summary Plan Description
is not part of the
Group Insurance Certificate.
It has been provided by
your Employer and included in
your Booklet-Certificate
upon the Employer's request.**

SUMMARY PLAN DESCRIPTION

This booklet is intended to comply with the disclosure requirements of the regulations issued by the U.S. Department of Labor under the Employee Retirement Income Security Act (ERISA) of 1974. ERISA requires that you be given a "Summary Plan Description" which describes the plan and informs you of your rights under it.

Plan Name

Employee Term Life and Dependents Term Life Coverage for All full-time Employees who are U.S. Citizens or reside inside the U.S. who are not covered by a collective bargaining agreement between the Employer and a union.

Plan Number

504

Type of Plan

Employee Welfare Benefit Plan

Plan Sponsor

J. M. Huber Corporation
499 Thornall Street
8th Floor
Edison, New Jersey 08837

Employer Identification Number

13-0860350

Plan Administrator

J. M. Huber Corporation
Attention: Human Resources Department
499 Thornall Street
8th Floor
Edison, New Jersey 08837

Agent for Service of Legal Process

J. M. Huber Corporation
Attention: Legal Department
499 Thornall Street
8th Floor
Edison, New Jersey 08837

Plan Year Ends

December 31

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 under your Employer's ERISA plan(s). 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.

Loss of Benefits

You must continue to be a member of the class to which this plan pertains and continue to make any of the contributions agreed to when you enroll. Failure to do so may result in partial or total loss of your benefits. It is intended that this plan will be continued for an indefinite period of time. But, the employer reserves the right to change or terminate the plan. This booklet describes your rights upon termination of the plan.

Claim Procedures

1. Determination of Benefits

Prudential shall notify you of the claim determination within 45 days of the receipt of your claim. This period may be extended by 30 days if such an extension is necessary due to matters beyond the control of the plan. A written notice of the extension, the reason for the extension and the date by which the plan expects to decide your claim, shall be furnished to you within the initial 45-day period. This period may be extended for an additional 30 days beyond the original 30-day extension if necessary due to matters beyond the control of the plan. A written notice of the additional extension, the reason for the additional extension and the date by which the plan expects to decide on your claim, shall be furnished to you within the first 30-day extension period if an additional extension of time is needed. However, if a period of time is extended due to your failure to submit information necessary to decide the claim, the period for making the benefit determination by Prudential will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the 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, including a statement of your right to bring a civil action under section 502(a) of ERISA following your appeals, and

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

2. Appeals of Adverse Determination

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

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

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

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

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

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

If the appeal of your benefit claim is denied 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.

Rights and Protections

As a participant in this plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all plan participants shall be entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

