

**The Regents of the  
University of  
California**

Voluntary Hospital Indemnity  
Coverage



# NOTICE FOR TEXAS RESIDENTS

## Have a complaint or need help?

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

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

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

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

**Call: Prudential Life Claim Division**

**Toll-free: 1-855-483-1438**

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

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

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

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

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

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

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

## ¿Tiene una queja o necesita ayuda?

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

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

**The Prudential Insurance Company of America**

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

**Llame a:** Prudential Life Claim Division

**Teléfono gratuito:** 1-855-483-1438

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

**El Departamento de Seguros de Texas**

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

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

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

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

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

# Disclosure Notice

## FOR ARKANSAS RESIDENTS

Prudential's Customer Service Office:

The Prudential Insurance Company of America  
Customer Services Department  
Voluntary Benefit Services  
P.O. Box 696035  
San Antonio, TX 78269-6035

Telephone: 855-483-1438

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

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

## FOR ARIZONA RESIDENTS

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

## FOR CALIFORNIA RESIDENTS

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

## FOR COLORADO RESIDENTS

**THIS IS A SUPPLEMENTAL PLAN THAT IS NOT INTENDED TO PROVIDE THE MINIMUM ESSENTIAL COVERAGE REQUIRED BY THE AFFORDABLE CARE ACT (ACA). UNLESS YOU HAVE ANOTHER PLAN (SUCH AS MAJOR MEDICAL COVERAGE) THAT PROVIDES MINIMUM ESSENTIAL COVERAGE IN ACCORDANCE WITH THE ACA, YOU MAY BE SUBJECT TO A FEDERAL TAX PENALTY. ALSO, THE BENEFITS PROVIDED BY THIS PLAN CANNOT BE COORDINATED WITH THE BENEFITS PROVIDED BY OTHER COVERAGE. PLEASE REVIEW THE BENEFITS PROVIDED BY THIS PLAN CAREFULLY TO AVOID DUPLICATION OF COVERAGE.**

## FOR FLORIDA RESIDENTS

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

## **FOR IDAHO RESIDENTS**

If you need the assistance of the governmental agency that regulates the business of insurance, you can contact the Idaho Department of Insurance by contacting:

Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3rd Floor  
PO Box 83720  
Boise ID 83720-0043

1-800-721-3272 or 208-334-4250 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

## **FOR INDIANA RESIDENTS**

**Questions regarding your policy or coverage should be directed to:**

**The Prudential Insurance Company of America  
855-483-1438**

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or e-mail:

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi).

## **FOR MARYLAND RESIDENTS**

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

## **FOR NORTH CAROLINA RESIDENTS**

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

## **FOR NEW MEXICO RESIDENTS**

**NOTICE TO CONSUMER: This is a limited benefits health plan. The benefits provided are supplemental to, and not a substitute for,**

**major medical coverage, even in combination with other limited benefits plans. To apply for an individual or small-group major medical plan, please visit the website of the New Mexico Health Insurance Exchange at [www.bewellnm.com](http://www.bewellnm.com) or call 1-833-862-3935 (TTY: 711).**

#### **FOR OKLAHOMA RESIDENTS**

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

#### **FOR TEXAS RESIDENTS**

**THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

#### **FOR WISCONSIN RESIDENTS**

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

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

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

**Voluntary Benefit Services  
P.O. Box 696035  
San Antonio, TX 78269-6035  
855-483-1438**

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

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

## THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

# Certificate of Coverage

**Prudential** certifies that insurance is provided according to the Group Contract(s) for each Insured Employee. Your Booklet's Schedule of Benefits shows the Contract Holder and the Group Contract Number(s).

**Insured Employee:** You are eligible to become insured under the Group Contract if you are in the Covered Classes of the Booklet's Schedule of Benefits and meet the requirements in the Booklet's Who is Eligible section. The When You Become Insured section of the Booklet states how and when You may become insured for each Coverage. Your insurance will end when the rules in the When Your Insurance Ends section so provide. Your Booklet and this Certificate of Coverage together form your Group Insurance Certificate.

**Coverage and Amounts:** The available Coverage and the amounts of insurance are described in the Booklet.

If You are insured, Your Booklet and this Certificate of Coverage form Your Group Insurance Certificate. Together they replace any older booklets and certificates issued to You for the Coverages in the Booklet's Schedule of Benefits. All Benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate.

**Renewability.** The Certificate is not guaranteed renewable. Prudential or the Contract Holder can terminate the Group Contract at any time. However, as long as this coverage is in force, We will not change any provision of the Certificate except that We may change premium rates by class for all those insured under this form in your state. In lieu of changing premium rates, We may change Definitions for all those insured under this form in Your state. Any rate change or Definitions change would first be approved by appropriate governing authority in the state.

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

### **Prudential's Address:**

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

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

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

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

The Group Contract provides Hospital Indemnity Coverage ONLY.

## **VOLUNTARY HOSPITAL INDEMNITY COVERAGE**



# Welcome Message

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

*We believe this Program provides worthwhile protection for You and Your family.*

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

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

***IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES:*** *There are state-specific requirements that may change the provisions under the Coverage(s) described in this Group Insurance Certificate. If You live in a state that has such requirements, those requirements will apply to Your Coverage(s) and are made a part of Your Group Insurance Certificate.*

*If You want to receive a printed copy of these requirements or have any questions, call Prudential at 1-855-483-1438.*

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# Schedule of Benefits

**Covered Classes:** The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All active Full-time & Part-time Employees.

**Program Date:** January 1, 2024. 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 Coverage in this Booklet is insured under a Group Contract issued by Prudential. All benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate. It alone forms the agreement under which payment of insurance is made.

This Booklet describes all of the options available under the Group Contract.

## **VOLUNTARY HOSPITAL INDEMNITY COVERAGE FOR YOU AND YOUR DEPENDENTS**

The items below are only highlights of Your Coverage. For a full description please read this entire Group Insurance Certificate.

The amount of insurance is the amount for your Benefit Class. You may enroll for the plan shown below. If you choose the amount of insurance or if there are options from which to select, the amount for which you enroll will be recorded by your Employer and reported to Prudential.

### **Benefit Class**

All Employees

For Your Spouse or Domestic Partner

For Your Child

### **Core Benefit**

### **Amount of Insurance**

#### **Daily In-Hospital Stay Benefit:**

Daily Benefit Amount

\$200

Maximum Benefit

5 times per Calendar Year

#### **Hospital Admission:**

Daily Benefit

\$1,200

Maximum Benefit

5 times per Calendar Year

**Intensive Care Unit Stay Benefit:**

Daily Benefit Amount	\$400
Maximum Benefit	5 times per Calendar Year

**OTHER INFORMATION**

**Contract Holder:** THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

**Group Contract No.:** HG-97000-CA

**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.

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

**Cost of Insurance:** The insurance in this Booklet is Contributory Insurance. You will be informed of the amount of your contribution when you enroll.

**Prudential's Address:**  
The Prudential Insurance Company of America  
213 Washington Street  
Newark, NJ 07102

**WHEN YOU HAVE A CLAIM**

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

If you do not have a claim form, contact your Employer. Please refer to Claim Rules for full details regarding what to do when you have a claim.



# General Definitions

## FOR YOU AND YOUR DEPENDENTS

Some of the terms used in the Coverage.

**Active Work Requirement:** A requirement that You be actively at work Full-time or Part-time at the Employer's place of business or at any other place that Your Employer's business requires You to go. You are considered actively at work during normal vacation if You were actively at work on Your last regular scheduled workday.

**Annual Enrollment Period:** There is a period each year during which You may enroll for Coverage or request a change in Coverage for the following Calendar Year. The Contract Holder will notify You of when this Annual Enrollment Period begins and ends.

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

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

**Confined or Confinement:** The assignment to a bed as a resident inpatient in a Hospital (including a Hospital Intensive Care Unit (ICU) on the advice of a Doctor or Confinement in an observation area within a Hospital for a period of no less than 24 hours on the advice of a Doctor.

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

**Non-contributory Insurance:** Is insurance for which the Contract Holder does not have the right to require You to pay all or any portion of the Premium payment. The Schedule of Benefits shows whether insurance under the 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 Accident:** A sudden, unforeseeable, external event that that was the proximate cause of a Covered Loss and meets all of the following conditions:

- (1) occurs while the Covered Person is insured under this Policy;

- (2) is not contributed to by disease, Sickness, mental or bodily infirmity;
- (3) occurs while the Covered Person is attending, participating in, or traveling to and from any event sponsored by the Policyholder
- (4) is not otherwise excluded under the terms of this Policy.

**Covered Illness:** A physical or mental disease or disorder including pregnancy and Complications of Pregnancy, that results in a Covered Loss. A Covered Illness includes medically-necessary quarantine in a Hospital in conjunction with medically-necessary preventive treatment due to an identifiable exposure to a life-threatening contagious and infectious disease.

**Covered Injury:** Any bodily harm that was the proximate cause of a Covered Accident and results in a Covered Loss

**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 under that Coverage..

**Daily In-Hospital Stay:** A Hospital stay, for at least one full day, for which a room and board charge is made by the Hospital.

**Dependents Insurance:** Insurance on the person of a dependent.

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

**Emergency Room:** A special, designated area in a Hospital that is supervised by Doctor's and equipped and staffed to render immediate medical attention on an outpatient basis, 24 hours a day, 7 days a week for the sudden onset of symptoms related to a Covered Accident, Covered Injury or Covered Illness. An Emergency Room is not a clinic, an Urgent Care Facility or Doctor's office.

**Employee:** A person employed by the Employer.

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

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

**General Anesthesia:** The induction of a balanced state of unconsciousness, accompanied by the absence of pain sensation and the paralysis of skeletal muscle over the entire body.

**Group Policyholder:** The Employer named on the first page of this Certificate.

**Hospice Care:** Services furnished by a Hospice Facility for the care or management of a Terminal Illness at home or another location, or while an inpatient in a Hospice Facility.

**Hospice Facility Care:** Care provided at a designated facility or at home by licensed health care professionals primarily engaged in providing medical services, emotional support and spiritual resources for people who are in the last stages of a serious, terminal illness.

**Hospital:** An institution that meets either of these tests:

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

- (2) It is legally operated, has 24 hour a day supervision by a staff of Doctors, has 24 hour a day nursing service by registered graduate Nurses, and complies with (a) or (b):
  - (a) It mainly provides general inpatient medical care and treatment of sick and injured persons by the use of medical, diagnostic and major surgical facilities. All such facilities are in it or under its control.
  - (b) It mainly provides specialized inpatient medical care and treatment of sick or injured persons by the use of medical and diagnostic facilities (including X-ray and laboratory). All such facilities are in it, under its control, or available to it under a written agreement with a Hospital (as defined above) or with a specialized provider of those facilities.

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

**Hospital Intensive Care Unit (ICU):** A special, designated area in a Hospital that:

- (1) provides the highest level of care and is restricted to the treatment of patients who are in acute and critical condition;
- (2) is permanently furnished with emergency life-saving equipment and supplies that are immediately at hand;
- (3) staffed 24 hours a day by Nurses who are specially trained to work in such a special area;
- (4) equipped and staffed to monitor each patient's vital signs around-the-clock; and
- (5) Operates pursuant to any jurisdictional requirements for Intensive Care Units and is listed in the current edition of the American Hospital Association Guide or is eligible to be listed therein. This guide lists three types of units that meet this definition: 1) Intensive Care Units; 2) cardiac care units; and 3) infant (neonatal) Intensive Care Units.

Intensive Care Units do not include surgical recovery rooms, privately monitored rooms, observation units, labor or delivery rooms, step-down units, Sub-Acute Intensive Care Units or any other facilities, regardless of name, that do not meet the above requirements.

**Life Event:** A Life Event includes:

- (1) Marriage, divorce, legal separation or annulment.
- (2) Becoming or ceasing to be a Domestic Partner.
- (3) Birth, adoption or placement for adoption of a child.
- (4) A change in the number of Your Qualified Dependents.
- (5) A change in Your or Your Qualified Dependent's employment status (including a change in work site or change in place of residence) if it cause You or Your dependent to gain or lose eligibility for group Coverage;

- (6) You previously did not enroll for Coverage for You or Your Qualified Dependent because You had other group Coverage, but that Coverage has ceased due to:
- (a) loss of eligibility for the other group Coverage;
  - (b) attainment of the other group Coverage's lifetime limit on all benefits.

**Nurse:** A registered professional Nurse (R.N.), licensed practical Nurse (L.P.N.) or licensed vocational Nurse (L.V.N.) who is licensed under the laws where the services are performed.

The term Nurse does not include:

- (1) You;
- (2) Your Spouse or anyone to whom You are related by blood or marriage;
- (3) anyone with whom You are residing;
- (4) Your adopted or stepchild;
- (5) anyone with whom You share a business interest; or
- (6) Your Employee.

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

**Rehabilitation Unit:** An appropriately licensed facility that provides rehabilitation care services on an inpatient basis. Rehabilitation care services consist of the combined use of medical, social, educational, and vocational services to enable patients disabled by accidental injury or Sickness to achieve the highest possible functional ability. Services are provided by or under the supervision of an organized staff of Doctors. The Rehabilitation Unit may be part of a Hospital or a freestanding facility.

A Rehabilitation Unit is not:

- (1) a nursing home;
- (2) an extended care facility;
- (3) a Skilled Nursing Facility;
- (4) a rest home or home for the aged;
- (5) a Hospice Care Facility;
- (6) a place for alcoholics or drug addicts; or
- (7) an assisted living facility.

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

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



**Schedule:** The applicable Schedule of Benefits that appears in this Certificate of Coverage.

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

The term Sickness does not include:

- (1) an illness, infirmity or disease caused or contributed to by a Covered Person's employment for wage or profit; or
- (2) routine nursery care or well-baby care for a newborn child.

**Skilled Nursing Facility:** An institution or distinct part of an institution which:

- (1) provides skilled nursing care for sick and injured persons;
- (2) is supervised at all times by a Doctor or registered professional Nurse;
- (3) has a Doctor available at all times;
- (4) meets all licensing and legal requirements;
- (5) is not mainly a place for rest, custodial care, or care of the aged, drug addicts, alcoholics, or those with mental or nervous disorders, or a hotel or similar establishment; and
- (6) has a transfer agreement in effect with one or more participating Hospitals.

The term "Skilled Nursing Facility" does not include swing bed Hospitals authorized to provide and be paid for extended care services.

**Surgical Procedure:** The cutting into the skin or other organ to accomplish any of the following goals:

- (1) further explore the condition for the purpose of diagnosis;
- (2) take a biopsy of a suspicious lump;
- (3) remove diseased tissues or organs;
- (4) remove an obstruction;
- (5) reposition structures to their normal position;
- (6) redirect channels;
- (7) transplant tissue or whole organs;
- (8) implant mechanical or electronic devices;
- (9) repair an area that has been injured or affected by trauma, overuse, or disease; or
- (10) restore proper function.

**Terminal Illness:** A Doctor certifies that a Covered Person's Injury or Sickness is likely to result in his or her death within 24 months.

**Urgent Care Facility:** A health care facility:

- (1) that maintains all appropriate licensing for a facility that provides urgent or immediate care;
- (2) that is supervised by a Doctor;
- (3) that is separate from a Hospital or is a separate unit within a Hospital; and
- (4) the primary purpose of which is the offering and provision of immediate, short-term medical care.

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

**You and Your:** An Employee.

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# Benefit Definitions

## CORE BENEFITS

### FOR YOU AND YOUR DEPENDENTS

This Coverage pays the following benefits for Hospital Indemnity.

**Hospital Admission:** Prudential will pay the benefit shown in the Schedule of Benefits section, if a Covered Person is admitted for Confinement to a Hospital for treatment of a Covered Accident, Covered Injury or Covered Illness subject to all of the following:

- (1) the admission must occur within 180 days after the Covered Accident, Covered Injury or Covered Illness occurs.
- (2) The Admission Benefit is not payable for Emergency Room treatment, outpatient treatment, or a stay of less than 24 hours in an observation area.
- (3) We will only pay one Covered Accident, Covered Injury or Covered Illness-Hospital Admission Benefit per Covered Person, per Covered Accident, Covered Injury or Covered Illness. The Admission Benefit for a Covered Person will be paid for one Hospital Admission at a time, even if the admission is caused by more than one Covered Accident, Covered Injury and/or Covered Illness.
- (4) We will pay the Admission Benefit no more than:
  - (a) one time per Covered Person, per Covered Accident, Covered Injury or Covered Illness; and
  - (b) 5 times per Covered Person, per Calendar Year.

If a Covered Person is Confined in a Hospital and becomes Confined again within 180 days for the same or related condition, We will treat the Confinement as a continuation of the prior Confinement. If more than 180 days have passed between the periods of Confinement, We will treat this Confinement as a new Confinement.

**Daily In-Hospital Stay:** Prudential will pay the Daily In-Hospital Stay Benefit shown in the Schedule of Benefits for each day, after the day of admission to the Hospital, if the Covered Person is Confined in the Hospital for treatment of a Covered Accident, Covered Injury or Covered Illness, subject to all of the following:

- (1) The initial Hospital Confinement must begin within 180 days after the Covered Accident, Covered Injury or Covered Illness occurs.
- (2) The Daily In-Hospital Stay Benefit is not payable for a day in which the Hospital Admission or ICU Admission benefit is payable or for a Confinement of less than 24 hours.

- (3) The Daily In-Hospital Stay Benefit is payable for up to 30 days per Covered Person, per Covered Accident, Covered Injury or Covered Illness.
- (4) We will only pay the Daily In-Hospital Stay Benefit for a Covered Person for one Hospital Confinement at a time, even if the Confinement is caused by more than one Covered Accident, Covered Injury or Covered Illness
- (5) We will only pay one Covered Accident, Covered Injury or Covered Illness-Daily In-Hospital Stay Benefit per day. If the Covered Person has a non-ICU Hospital Confinement and an Intensive Care Unit Confinement on the same day, We will only pay the Covered Accident, Covered Injury or Covered Illness-Daily In-Hospital Stay Benefit that applies to Intensive Care Unit Confinement.
- (6) We will pay the Daily In-Hospital Stay Benefit no more than:
  - (a) one time per Covered Person, per Covered Accident, Covered Injury or Covered Illness; and
  - (b) 5 times per Covered Person, per Calendar Year

If a Covered Person is Confined in a Hospital and becomes Confined again within 180 days for the same or related condition, we will treat the Confinement as a continuation of the prior Confinement. If more than 180 days have passed between the periods of Confinement, we will treat this Confinement as a new Confinement.

**Hospital Intensive Care Unit (ICU):** Prudential will pay the ICU Intensive Care Unit Benefit shown in the Schedule of Benefits section, for each day the Covered Person is Confined in an Intensive Care Unit for treatment of a Covered Accident, Covered Injury or Covered Illness and meets the requirements for payment of the Daily In-Hospital Stay Benefit, subject to both of the following additional requirements:

- (1) Confinement in the Intensive Care Unit must begin within 180 days after the Covered Accident, Covered Injury or Covered Illness occurs.
- (2) The Daily ICU Benefit is not payable for a day in which the Hospital Admission or ICU Admission Benefit is payable or for a Confinement of less than 24 hours.
- (3) The ICU Confinement Benefit is payable for up to 30 days per Covered Person, per Covered Accident, Covered Injury or Covered Illness.
- (4) We will only pay one Covered Accident, Covered Injury or Covered Illness-Daily In-Hospital Stay Benefit per day. If the Covered Person has a non-ICU Hospital Confinement and an Intensive Care Unit Confinement on the same day, We will only pay the Covered Accident, Covered Injury or Covered Illness -Daily In-Hospital Stay Benefit that applies to Intensive Care Unit Confinement.
- (5) 5 times per Calendar Year.

If a Covered Person is Confined in a Hospital Intensive Care Unit (ICU) and becomes Confined again within 180 days for the same or related condition, we will treat the Confinement as a continuation of the prior Confinement. If more than 180 days have passed between the periods of Confinement, we will treat this Confinement as a new Confinement.

# Who is Eligible to Become Insured

## FOR EMPLOYEE INSURANCE

**You are eligible for Employee Insurance while:**

- You are a Full-Time or Part-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 or Part-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. You are Part-Time if You are regularly working for the Employer at least the number of hours in the Employer's normal Part-Time work week.

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

**This applies if You are an Employee of more than one Employer included under the Group Contract:** For the insurance, You will be considered an Employee of only one of those Employers. Your service with the others will be treated as service with that one.

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

## FOR DEPENDENTS INSURANCE

**You are eligible for Dependents Insurance while:**

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

**Qualified Dependents:**

**These are the persons for whom You may obtain Dependents Insurance:**

- A person who is Your Spouse or Domestic Partner prior to their enrollment for Dependents Insurance.

Your Spouse means Your lawful Spouse.

Your Domestic Partner is a person of the same or opposite sex who:

- (1) Satisfies the requirements for being a Domestic Partner, registered Domestic Partner or party to a civil union under the law of Your jurisdiction of residence; or
- (2) Is a person of the same or opposite sex who satisfies all of the following:
  - (a) is age 18 or older; and
  - (b) is not related to You by blood or a degree of closeness that would prohibit marriage in the law of the jurisdiction in which You reside; and
  - (c) is mentally competent to consent to contract; and
  - (d) is not married to another person under statutory or common law nor in a Domestic Partnership, registered Domestic Partnership or civil union with another person; and
  - (e) is not otherwise a Qualified Dependent under the Program; and
  - (f) is in a single dedicated, serious and committed relationship with You; and
  - (g) has shared a single permanent residence with You for at least 12 consecutive months; and
  - (h) is financially interdependent with You.

Where requested by Prudential, You and/or Your Domestic Partner certify that all of the above requirements are satisfied.

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

- Your Child(ren) from live birth to 26 years old.

Your Children include Your:

- (1) Biological children;
- (2) Legally adopted children, children placed with You for adoption prior to legal adoption, and each of Your stepchildren. A Child placed with You for adoption prior to legal adoption is considered Your Qualified Dependent from the date of placement for adoption, and is treated as though the Child was Your newborn child;
- (3) Foster children;
- (4) Domestic Partner's children; and
- (5) Children for whom You, Your Spouse or Your Domestic Partner:
  - (a) have been appointed the legal guardian; and
  - (b) claim as a dependent on Your, Your Spouse's or Your Domestic Partner's federal income tax returns.

A Child who is Your, Your Spouse's or Your Domestic Partner's ward under a legal guardianship will be considered a Qualified Dependent from the effective date of court order granting the legal guardianship, and is treated as though the Child was Your newborn

child.

- **Your Incapacitated Children.**

Your Incapacitated Children means each Child (as defined above) who satisfies all of the following:

- (1) Your Child is incapable of self-sustaining employment because of a mental or physical Injury or Illness.
- (2) Your Child is so incapacitated before the Child reaches the age limit for a Qualified Dependent Child.

You must provide Prudential with proof that Your Child satisfies the above conditions within 31 days of:

- (1) the covered Child's attainment of the age limit for a Qualified Dependent Child; or
- (2) the date You first become eligible for Coverage with respect to that Child over the age limit for a Qualified Dependent Child.

Periodically, Prudential may request that You provide proof that Your Child continues to satisfy the above conditions.

Failure to provide the proof required or requested above will cause Your Coverage with respect to that Child to end.

- **Exceptions:**

Your Spouse, Domestic Partner, or Child is not Your Qualified Dependent while:

- (1) on active duty in the armed forces of any country; or
- (2) insured under the Group Contract as an Employee; or
- (3) the Spouse, Domestic Partner, or Child has protection under any Employee Coverage of the Group Contract after the Spouse's, Domestic Partner's, or Child's insurance under that Coverage ends.

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

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

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

# When You Become Insured

## **FOR EMPLOYEE INSURANCE**

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

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

For Contributory Insurance, You must enroll on a form approved by Prudential and agree to pay the required contributions. You may enroll for Contributory Insurance (1) within 31 days of when You could first be covered, (2) within 31 days of a Life Event, or (3) during the Annual Enrollment Period without evidence of insurability. Your Employer will tell You whether contributions are required and the amount of any contribution when You enroll.

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

The General Definitions section explains what “Annual Enrollment Period” and “Life Event” means.

## **FOR DEPENDENTS INSURANCE**

Your Dependents Insurance under the Coverage for a person, whether Contributory or Non-contributory, will begin the first day on which all of these conditions are met:

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

For Contributory Insurance, You must enroll your Qualified Dependent on a form approved by Prudential and agree to pay the required contributions. You may enroll for Contributory Dependents Insurance (1) within 31 days of when You could first be covered, (2) within 31 days of a Life Event, or (2) during the Annual Enrollment Period without evidence of insurability. Your Employer will tell You whether contributions are required and the amount of any contribution when You enroll your Qualified Dependent.

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



The General Definitions section explains what “Annual Enrollment Period” and “Life Events” means.

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

- No Qualified Dependents.
- Qualified Dependent Spouse or Domestic Partner only.
- Qualified Dependent Spouse or Domestic Partner and Children.
- Qualified Dependent Children only.

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

Forms are available for reporting these changes.

## Delay of Effective Date

### FOR EMPLOYEE INSURANCE

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

### FOR DEPENDENTS INSURANCE

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

Newborn Child Exception: This section does not apply to a Child of Yours at that Child's birth if the Child is born to You and either:

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

# When Your Insurance Ends

## EMPLOYEE AND DEPENDENTS INSURANCE

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

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

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

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

If You stop active Full-time or Part-time work for any reason, You should contact the Employer at once to determine what arrangements, if any, have been made to continue any of Your insurance.

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

- (1) The Child is then mentally or physically incapable of earning a living. Prudential must receive proof of this within the next 31 days.

(2) The Child otherwise meets the definition of Qualified Dependent.

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

**Continuation of Coverage at Your Option:**

Your Coverage becomes portable and You may elect to continue Coverage for You and Your Qualified Dependents if all of these conditions are met:

- (1) Coverage for You and Your Qualified Dependents under the Group Contract would have ended because:
  - (a) Your employment ended for a reason other than gross misconduct; or
  - (b) Your work hours were reduced.
- (2) You have been continuously insured under the Group Contract and/or the Employer's prior plan for at least 30 days just before the date Your employment ended or Your work hours were reduced.

The Coverage that may be continued is that which You had on the date Your employment ended or Your work hours were reduced.

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

If You want to continue the Coverage, the election notice must be completed and returned to your Employer, along with the required first payment, by the later of:

- (1) 31 days after the Coverage would otherwise have ended; and
- (2) 15 days after You receive the notice informing You of Your right to continue. But, in no event may election be made if You do not apply for continuation of Coverage and pay the first payment prior to 92 days after You cease to be covered for the Coverage.

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

- (1) You reach age 100.
- (2) You die.
- (3) You fail to make, when due, any payment required for the continued Coverage. But failure to contribute for Dependents Insurance will not cause Your Employee Insurance to end.
- (4) The insurance is Dependents Insurance, and Your Employee Insurance under the Coverage ends.
- (5) You become covered under any other group Hospital Indemnity plan.

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

- (1) That person ceases to be a Qualified Dependent for the Coverage. A Spouse or Domestic Partner will cease to be a Qualified Dependent at age 100. (See Continued Coverage for an Incapacitated Child above.)
- (2) You reach age 100.

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

- (1) Your Amount of Insurance may not be more than 100% of Your Amount of Insurance under the Group Contract when the Coverage would have ended. The Amount of Insurance on each dependent may not be more than the Amount of Insurance on the dependent under the Group Contract when the Coverage would have ended.
- (2) Your Amount of Insurance under the continued Coverage may not be increased.
- (3) The Amount of Insurance on each dependent under the continued Coverage may not be increased.
- (4) Once Coverage is being continued under this part, no other continuation provisions may apply, except for the Continued Coverage for an Incapacitated Child provision above.

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## EXTENSION OF BENEFITS

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

- No benefits will be available under this Extension of Benefits provision if Your insurance ends due to non-payment of premium.
- The Hospital Admissions Benefit, the Daily In-Hospital Stay Benefit, and the Hospital Intensive Care Unit Benefit (ICU) will be payable if requirements for payment of those benefits are met while the Covered Person is Confined. No other benefits will be payable.
- The Hospital Admissions Benefit and the Daily In-Hospital Stay Benefit will be payable if requirements for payment of those benefits are met while the Covered Person is Confined. No other benefits will be payable.
- Benefits payable under this Extension of Benefits provision will be paid in accordance with and subject to the terms and conditions of this Certificate, except as set forth in this provision.
- Benefits under this Extension of Benefits provision will end on the earlier of:
  - (1) the date the Covered Person is no longer Confined; or
  - (2) the end of the number of days that Confinement Benefits are payable for the Confinement, not to exceed 30 days.
- If the Covered Person is again Confined at any time after discharge, no further benefits will be payable.

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

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

## CHANGE IN CLASS

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

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

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

# General Information

## A. CLAIM RULES.

These rules apply to payment of benefits under the Coverage.

**Notice of Claim:** Written notice of claim should be sent to Prudential within 20 days of the date of the occurrence or commencement of a loss, or as soon as reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the insured to Prudential at Voluntary Benefit Services, P.O. Box 696035, San Antonio, TX 78269-6035, or to any authorized agent of Prudential, with information sufficient to identify the insured, shall be deemed notice to Prudential.

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

If you have a claim form follow the instructions on the form. You may also obtain a claim form from Your Employer.

**Proof of Loss:** Prudential must be given written proof of the loss including any requested documentation, such as a death certificate, an attending Doctor's statement or medical records for which claim is made under the Coverage. This proof must cover the occurrence, character and extent of that loss. Proof of loss must be furnished within 90 days after the date of the loss.

A claim will not be considered valid unless the proof is furnished within this time limit. But failure to meet the time limit will not make the claim invalid or reduce the claim if it was not reasonably possible to give the proof within that time and the proof is given as soon as reasonably possible, and in no event, except in the absence of legal capacity, later than one year after the time proof is otherwise required.

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

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

- (1) Benefits for any of Your Losses that are unpaid at Your death or become payable on account of Your death will be paid to the first of the following: Your (a) surviving Spouse or Domestic Partner; (b) surviving Child(ren) in equal shares; (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) estate.
- (2) If You are not living, benefits for a dependent's Losses are payable to Your Spouse or Domestic Partner if Your Spouse or Domestic Partner is living.
- (3) If neither You nor Your Spouse or Domestic Partner is living, then benefits for a Spouse's or Domestic Partner's Losses will be paid to Your Spouse's or Domestic Partner's estate.

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

**Physical Exam or Autopsy:** Prudential, at its own expense, has the right to examine the person for whom the claim is made. Prudential may do this when and as often as is reasonable while the claim is pending and to make an autopsy in case of death where 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 claim is required.

## **B. TIME LIMIT ON CERTAIN DEFENSES.**

After two years from the date of issue of this Group Insurance Certificate, no misstatements, except fraudulent misstatements, made by the person in the application for coverage shall be used to void the coverage or to deny a claim for loss incurred commencing after the expiration of the two-year period.

## **C. PAYMENT OF PREMIUMS - GRACE PERIOD.**

Premiums are to be paid by You to the Contract Holder. Each Premium must be paid by the Premium Payment Date.

**Premium Payment Date:** The first premium is due on the date You become insured under the Group Contract. Subsequent premiums are due semi-annually. But, at Your written request, You may elect to pay premiums monthly, quarterly or annually, or change back to semi-annually. The Premium Payment Date for each subsequent Premium is the first day of each subsequent payment period.

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

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

## **D. REINSTATEMENT.**

If Your insurance ends because You did not pay any Premium by the end of its grace period, You may be eligible to reinstate the insurance subject to these rules:

- (1) You must request reinstatement within 180 days of the date of the first unpaid Premium;
- (2) You must pay all overdue Premiums; and
- (3) If You request reinstatement more than 60 days after the end of the grace period, You must complete a Request for Reinstatement with attestation of good health at which time the policy is subject to new underwriting.

If Prudential approves Your request, the reinstatement will be effective on the first day of the month coinciding with or next following the approval date.

The Incontestability provisions will apply as of the date the reinstatement is effective.

**E. CHANGE OF BENEFICIARY.**

You may change the Beneficiary at any time without 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.

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# Exclusions

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

- Suicide or attempted suicide, while sane.
- Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.
- Taking part in any riot or insurrection.
- War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression. Terrorism is not considered an act of war.

Terrorism means the deliberate use of violence or the threat of violence against civilians to create an emotional response through the suffering of victims or to achieve military, political, religious or social objectives.

- An Accident that occurs while the person is serving on Full-Time active duty for more than 31 days in any armed forces. But this does not include Reserve or National Guard active duty for training.
- Travel or flight in any vehicle used for aerial navigation, if:
  - (a) the person is riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
  - (b) the person is performing as a pilot or a crew member of any aircraft; or
  - (c) the person is riding as a passenger in an aircraft owned, operated, controlled or leased by or on behalf of the Contract Holder or any of its subsidiaries or affiliates.

This includes getting in, out, on or off any such vehicle.

- Commission of or attempt to commit a felony.
- Being intoxicated or under the influence of any controlled substance unless administered on the advice of a Doctor.
- Being under the influence of or taking any non-prescription drug, medication, narcotic, stimulant, hallucinogen, barbiturate, amphetamine, gas, fumes or inhalants, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless prescribed by and administered in accordance with the advice of the person's Doctor.
- Treatment for dental care or dental procedures, unless treatment is the result of a Covered Accident, Covered Injury or Covered Illness.

- Cosmetic Surgery, except when such Surgery is performed to:
  - (a) treat a Covered Accident, Covered Injury or Covered Sickness;
  - (b) correct a disorder of normal bodily function or structure that was caused by an Accident, Injury or Sickness for which Coverage is not otherwise excluded under this Certificate; or
  - (c) reconstruct a part of the body which was disfigured or removed as a result of an Accident, Injury or Sickness (including reconstruction after mastectomy) for which Coverage is not otherwise excluded under this Certificate.

\*These procedures will be covered under the general terms and conditions that apply to all other benefits under this policy.

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

# CLAIMS AND APPEALS

## Plan Benefits Provided by

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

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

## Claim Procedures

### 1. Determination of Benefits

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

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

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

## 2. Appeals of Adverse Determination

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

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

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

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

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

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

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

Prudential shall make a determination on your second claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days

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

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

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

