Affirm, Inc.

Full Time Employees working 32 hours or more

Employee Term Life Coverage

Basic and Optional Plans

Dependents Term Life Coverage

Accidental Death and Dismemberment Coverage

Basic and Optional Plans

Prudential

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 CALIFORNIA RESIDENTS

Prudential's Address:

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

Customer Service Office:

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

Should you have a dispute concerning your coverage you should contact Prudential first. If the dispute is not resolved, you may contact the California Department of Insurance at the following address and phone number:

California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, California 90013
1-800-927-HELP

http://www.insurance.ca.gov/01-consumers/

FOR FLORIDA RESIDENTS

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

FOR IDAHO RESIDENTS

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

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

1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

FOR INDIANA RESIDENTS

Questions regarding your policy or coverage should be directed to:

The Prudential Insurance Company of America
(800) 524-0542

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

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

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

Complaints can be filed electronically at www.in.gov/idoi.

FOR MARYLAND RESIDENTS

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

FOR NORTH CAROLINA RESIDENTS

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

FOR 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 VERMONT RESIDENTS

The coverage provided in this certificate is not subject to regulation by the State of Vermont.

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:

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

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

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) 490-1007

Web: http://www.tdi.texas.gov

Email: consumerprotection@tdi.texas.gov

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.

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) 490-1007

Web: http://www.tdi.texas.gov

Email: consumerprotection@tdi.texas.gov

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.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Employee: The Employee whose signature appears on the Foreword.

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.

Beneficiary for Employee Death Benefits: See the Booklet's Beneficiary Rules.

Coverages and Amounts: The available Coverages 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.

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

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. This Booklet and the Certificate of Coverage made a part of this Booklet together form your Group Insurance Certificate. Sign your name in the space below when you receive this Booklet.*

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 70892.***

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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Signature of Employee

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Schedule of Benefits

Covered Classes: The “Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All Employees classified by the Contract Holder as Full-time Employees working 32 hours or more per week.

Program Date: April 1, 2022. 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	200% of your annual Earnings. If this amount is not a multiple of $1,000, it will be rounded to the next higher multiple of $1,000. Maximum Amount: $650,000.

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 and more	50

*If this amount is not a multiple of $1,000, it will be rounded to the next higher multiple of $1,000.

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 January 1 following your birthday for that Age.

The Delay of Effective Date section does not apply to this Amount Limit Due to Age provision.

If your amount of insurance is reduced by this Limit, you may convert the amount of the reduction to an individual life insurance contract. The same rules and conversion period death benefit apply for that amount as would apply if you had then ceased to be insured under the Group Contract because of your transfer out of a Covered Class.

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	Any multiple of $10,000. Maximum Amount: $500,000.

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: $250,000. 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 Non-medical Limit on Amount of Insurance provision.

Note: The Non-medical Limit does not apply to any amount of insurance for which you were insured under another group contract providing employee term life coverage for Employees of the Employer on the day prior to the Program Date.

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, the amount of your insurance will be increased on the date of your written request or, if later, when you meet the Active Work Requirement. But, if your amount of insurance at any time is over the Non-Medical Limit, you must give evidence of insurability satisfactory to Prudential before the part over the limit can become effective. (See the Non-Medical Limit on Amount of Insurance provision above.)

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

The “Definitions” section explains what “Life Event” means.

Changing Plans at Annual Enrollment:

If you are enrolled for Optional Employee Term Life Coverage and have not previously been declined group insurance coverage by Prudential, you may elect to increase your amount of insurance under Optional Employee Term Life Coverage during an Annual Enrollment Period. You must do this on a form approved by Prudential and agree to make any required contributions. Your ability to increase your amount of insurance under Optional Employee Term Life Coverage is subject to the remainder of this provision and the Group Contract.

Amount of Increase During Annual Enrollment: You may increase your amount of insurance under Optional Employee Term Life Coverage in an amount up to the maximum Annual Increase Amount. However, if your existing amount of insurance under Optional Employee Term Life Coverage plus the Annual Increase Amount exceeds the Non-Medical Limit, any amount of insurance under Optional Employee Term Life Coverage in excess of the Non-Medical Limit requires satisfactory evidence of insurability.

Annual Increase Amount refers to the amount of insurance under Optional Employee Term Life Coverage you may obtain without providing satisfactory evidence of insurability to Prudential. The Annual Increase Amount available is an amount up to four options during any Annual Enrollment Period.

Annual Increase Amount Effective Date: Your Annual Increase Amount will become effective:

(1) If your existing amount of insurance under Optional Employee Term Life Coverage plus the Annual Increase Amount does not exceed the Non-Medical Limit, the Annual Increase Amount will become effective on the date mutually agreed upon by Prudential and the Contract Holder.

(2) If your existing amount of insurance under Optional Employee Term Life Coverage plus the Annual Increase Amount exceeds the Non-Medical Limit,

    (a) The portion of your Optional Employee Term Life, including any Annual Increase Amount, that does not exceed the Non-Medical Limit will become effective on the date mutually agreed upon by Prudential and the Contract Holder, and

    (b) The portion of any Annual Increase Amount in excess of the Non-Medical Limit will become effective on the later of the date:

        (i) Mutually agreed upon by Prudential and the Contract Holder; and

        (ii) Prudential determines that your evidence of insurability is satisfactory.

(3) If your existing amount of insurance under Optional Employee Term Life Coverage exceeds the Non-Medical Limt and you increase your amount of insurance under Optional Employee Term Life Coverage in an amount up to the maximum Annual Increase Amount, then the Annual Increase Amount will become effective on the later of the date:

    (a) Mutually agreed upon by Prudential and the Contract Holder; and

    (b) Prudential determines the evidence of insurability is satisfactory.

The Delay of Effective Date and the Incontestability of Life Insurance sections of this Booklet apply to all Annual Increase Amounts of Optional Employee Term Life Coverage.

The Definitions section of this Booklet explains what "Annual Enrollment Period" 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	40
75	25
80 and more	15

*If this amount is not a multiple of $1,000, it will be rounded to the next higher multiple of $1,000.

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 January 1 following your birthday for that Age.

The Delay of Effective Date section does not apply to this Amount Limit Due to Age provision.

If your amount of insurance is reduced by this Limit, you may convert the amount of the reduction to an individual life insurance contract. The same rules and conversion period death benefit apply for that amount as would apply if you had then ceased to be insured under the Group Contract because of your transfer out of a Covered Class.

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 the plan shown below. If you may 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. 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***
Your spouse or Domestic Partner	Any multiple of $5,000 Maximum Amount: $250,000.
Your Children	Any multiple of $1,000. Maximum Amount: $10,000.

* The amount of insurance on a dependent will not exceed 100% of the amount for which you are insured under the Optional Employee Term Life Coverage.

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

Non-medical Limit: $50,000. If the Amount Limit for this Coverage applies at any time to your spouse's or Domestic 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 Non-medical Limit on Amount of Insurance for Your Spouse or Domestic Partner provision.

Increases and Decreases: You may elect to have the amount of insurance on your dependents 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 in the amount of insurance on your spouse or Domestic Partner, the amount of insurance on your spouse or Domestic Partner will be increased on the date of your written request or, if later, when your spouse or Domestic Partner is not home or hospital confined for medical care or treatment. But, if the amount of insurance on your spouse or Domestic Partner at any time is more than the Non-medical Limit, you must give evidence of insurability for your spouse or Domestic Partner satisfactory to Prudential before the part over the limit can become effective. (See the Non-medical Limit on Amount of Insurance for Your Spouse or Domestic Partner provision above.)

If you request any increase in the amount of insurance for a dependent Child, the amount of insurance on the Child will be increased on the date of your written request or, if later, when the 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 any dependent, the amount of insurance on that dependent will be decreased on the date of your written request.

The “Definitions” section explains what “Life Event” means.

Amount Limit Due to Age: When you are age 65 or more, your spouse's or Domestic Partner's amount of insurance is limited. It is 65% of the amount for which your spouse or Domestic Partner would then be insured if there were no limitation. When you are age 70, coverage for your spouse or Domestic Partner will end.

*If this amount is not a multiple of $1,000, it will be rounded to the next higher multiple of $1,000.

The Limited Percent for an Age takes effect on the day you become insured if you are then that Age. Otherwise, if you reach age 65 while insured, this Limit takes effect on the next January 1.

The Delay of Effective Date section does not apply to this Amount Limit Due to Age provision.

If your spouse's or Domestic Partner's amount of insurance is reduced by this Limit, the amount of the reduction may be converted to an individual life insurance contract. The same rules and conversion period death benefit apply for that amount as would apply if you had then ceased to be insured under the Group Contract because of your transfer out of a Covered Class.

BASIC ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

BENEFIT AMOUNTS UNDER EMPLOYEE INSURANCE:

Amount For Each Benefit Class: An amount equal to the amount for which you are insured under the Basic Employee Term Life Coverage. For this purpose only, that amount will be the amount as determined above, except that if your Basic Employee Term Life Coverage is reduced by any amount paid under the Option to Accelerate Payment of Death Benefits, that reduction will not apply to this Coverage.

ADDITIONAL BENEFITS UNDER EMPLOYEE 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 Loss of Life as a Result of an Accident in an Automobile While Using a Seat Belt: An amount equal to the lesser of:

(1) 10% of your Amount of Insurance; and

(2) $25,000.

If it cannot be determined that you were wearing a Seat Belt at the time of the Accident, a benefit of $1,000 will be paid.

Additional Amount Payable for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag: An amount equal to the lesser of:

(1) 10% of your Amount of Insurance; and

(2) $10,000.

Additional Amount Payable for Tuition Reimbursement for Your Dependent Spouse or Domestic Partner: An amount equal to the least of:

(1) the actual annual tuition charged for the program;

(2) 10% of your Amount of Insurance; and

(3) $10,000.

This benefit is payable annually for up to 2 consecutive years.

If there is no dependent Spouse or Domestic Partner eligible for this benefit, a benefit of $1,000 will be paid.

Additional 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, books and fees, charged by the School;

(2) 10% of your Amount of Insurance; and

(3) $25,000.

This benefit is payable annually for up to 4 consecutive years, but not beyond the date the child reaches age 26.

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

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

(1) the actual cost charged by such Child Care Center per year;

(2) 5% of your Amount of Insurance; and

(3) $10,000.

This benefit is payable annually for up to 4 consecutive years, but not beyond the date the child reaches age 13.

Additional Amount Payable for Return of Remains: An amount equal to the lesser of:

(1) the amount of Return of Remains Expenses; and

(2) $10,000.

Additional Amount Payable for Bereavement and Trauma Counseling: An amount equal to the lesser of:

(1) the actual cost charged for counseling sessions; and

(2) $150.

This benefit is payable for up to 24 sessions per person.

Additional Amount Payable for Home Alteration and Vehicle Modification: An amount equal to the least of:

(1) the actual cost charged for the alteration or modification;

(2) 10% of your Amount of Insurance; and

(3) $10,000.

Additional Monthly Amount Payable for Medical Premium: An amount equal to the lesser of:

(1) 3% of your Amount of Insurance; and

(2) $500.

This benefit will be paid monthly until the first of these occurs:

(1) Your continued membership in your Employer's medical plan ends.

(2) You become covered under any other group medical plan.

(3) The benefit has been paid for 12 consecutive months.

Additional Monthly Amount Payable for Mortgage Payment: An amount equal to the lesser of:

(1) The amount of your monthly Mortgage payment; and

(2) $1,500.

This benefit will be paid monthly until the first of these occurs:

(1) Your spouse or Domestic Partner dies.

(2) Your Mortgage is paid in full.

(3) Your House is sold.

(4) The benefit has been paid for 24 consecutive months.

Additional Monthly Amount Payable for Rehabilitation Expense: An amount equal to the lesser of:

(1) 10% of your Amount of Insurance; and

(2) $500.

This benefit will be paid monthly until the first of these occurs:

(1) A Doctor determines that you no longer need rehabilitation.

(2) You fail to furnish any required proof of your continuing need for rehabilitation.

(3) You fail to submit to a medical exam by Doctors named by Prudential, at Prudential's expense, when and as often as Prudential requires.

(4) The benefit has been paid for 36 consecutive months.

To Whom Payable: The benefits are payable to you with these exceptions:

(1) Benefits for tuition reimbursement for your spouse or Domestic Partner will be paid to:

  (a) your spouse or Domestic Partner, if living; or

  (b) your spouse's or Domestic Partner's estate.

(2) Benefits for child 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.

(3) Benefits for monthly mortgage payments will be paid to your spouse or Domestic Partner.

(4) 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.)

OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

BENEFIT AMOUNTS UNDER EMPLOYEE INSURANCE:

Amount For Each Benefit Class: An amount equal to the amount for which you are insured under the Optional Employee Term Life Coverage. For this purpose only, that amount will be the amount as determined above, except that if your Optional Employee Term Life Coverage is reduced by any amount paid under the Option to Accelerate Payment of Death Benefits, that reduction will not apply to this Coverage.

BENEFIT AMOUNTS UNDER DEPENDENTS INSURANCE:

You may enroll your Qualified Dependents for the plan shown below. The amounts of insurance for which you enroll will be recorded by your Employer and reported to Prudential.

Qualified Dependents	Amount of Insurance
On your covered spouse or Domestic Partner:	An amount equal to the amount for which your spouse or Domestic Partner is insured under the Optional Dependents Term Life Coverage.
On each of your covered children:	An amount equal to the amount for which your Child(ren) are insured under the Optional Dependents Term Life Coverage.

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 Loss of Life as a Result of an Accident in an Automobile While Using a Seat Belt: An amount equal to the lesser of:

(1) 10% of the Amount of Insurance on the person; and

(2) $25,000

If it cannot be determined that the person was wearing a Seat Belt at the time of the Accident, a benefit of $1,000 will be paid.

Additional Amount Payable for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag: 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 Tuition Reimbursement for Your Dependent Spouse or Domestic Partner: An amount equal to the least of:

(1) the actual annual tuition charged for the program;

(2) 10% of your Amount of Insurance; and

(3) $10,000.

This benefit is payable annually for up to 2 consecutive years.

If there is no dependent Spouse or Domestic Partner eligible for this benefit, a benefit of $1,000 will be paid.

Additional 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, books and fees, charged by the School;

(2) 10% of the Amount of Insurance on the person; and

(3) $25,000.

This benefit is payable annually for up to 4 consecutive years, but not beyond the date the child reaches age 26.

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

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

(1) the actual cost charged by such Child Care Center per year;

(2) 5% of the Amount of Insurance on the person; and

(3) $10,000.

This benefit is payable annually for up to 4 consecutive years, but not beyond the date the child reaches age 13.

Additional Amount Payable for Return of Remains: An amount equal to the lesser of:

(1) the amount of Return of Remains Expenses; and

(2) $10,000.

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

(1) the difference between:

   (a) the Amount of Insurance payable under the Coverage for your Loss of life; and

   (b) the Amount of Insurance payable under the Coverage for your spouse's or Domestic Partner's Loss of life; and

(2) $100,000.

Additional Amount Payable for Your Child's Loss: An amount equal to the lesser of:

(1) the amount payable for that child's loss; and

(2) $10,000.

But, if the child sustains more than one Loss from the same accident, the amount will be equal to 100% of the amount payable for the one largest amount payable as a result of the child's Loss.

Additional Monthly Amount Payable During Critical Period After Your or Your Spouse's or Domestic Partner's Loss of Life: An amount equal to 1.5% of the Amount of Insurance on the person for each of the 12 months immediately following the person's death.

Additional Amount Payable for Bereavement and Trauma Counseling: An amount equal to the lesser of:

(1) the actual cost charged for counseling sessions; and

(2) $150.

This benefit is payable for up to 24 sessions per person.

Additional Amount Payable for Home Alteration and Vehicle Modification: An amount equal to the least of:

(1) the actual cost charged for the alteration or modification;

(2) 10% of the Amount of Insurance on the person; and

(3) $10,000.

Additional Monthly Amount Payable for Medical Premium: An amount equal to the lesser of:

(1) 3% of your Amount of Insurance; and

(2) $500.

This benefit will be paid monthly until the first of these occurs:

(1) Your continued membership in your Employer's medical plan ends.

(2) You become covered under any other group medical plan.

(3) The benefit has been paid for 12 consecutive months.

Additional Monthly Amount Payable for Mortgage Payment: An amount equal to the lesser of:

(1) The amount of your monthly Mortgage payment; and

(2) $1,500.

This benefit will be paid monthly until the first of these occurs:

(1) Your spouse or Domestic Partner dies.

(2) Your Mortgage is paid in full.

(3) Your House is sold.

(4) The benefit has been paid for 24 consecutive months.

Additional Monthly Amount Payable for Rehabilitation Expense: An amount equal to the lesser of:

(1) 10% of the Amount of Insurance on the person; and

(2) $500.

This benefit will be paid monthly until the first of these occurs:

(1) A Doctor determines that the person no longer needs rehabilitation.

(2) The person fails to furnish any required proof of the person's continuing need for rehabilitation.

(3) The person fails to submit to a medical exam by Doctors named by Prudential, at Prudential's expense, when and as often as Prudential requires.

(4) The benefit has been paid for 36 consecutive months.

To Whom Payable: The benefits are payable to you with these exceptions:

(1) Benefits for tuition reimbursement for your spouse or Domestic Partner will be paid to:

(a) your spouse or Domestic Partner, if living; or

(b) your spouse's or Domestic Partner's estate.

(2) Benefits for child 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.

(3) Benefits for monthly mortgage payments will be paid to your spouse or Domestic Partner.

(4) Benefits for common accident will be paid to the person or institution appearing to Prudential to have assumed the main support of your dependent children.

(5) 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.)

(6) If you are not living, benefits for a 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: AFFIRM, INC.

Group Contract No.: G-70892-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.

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

Basic Employee Term Life Coverage

Basic Accidental Death and Dismemberment 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 32 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 Domestic Partner.

  Your Domestic Partner means either (1) or (2) below:

  (1) a Registered Domestic Partner. Your Registered Domestic Partner means a person whose domestic partnership with you has been validly registered by the California Secretary of State; or a person with whom you have established a union other than marriage, recognized under California law as the equivalent of a Registered Domestic Partner.

(2) a person of the same or opposite sex who:

(a) is in a single dedicated, serious and committed relationship with you of at least 12 months; and

(b) has shared a single permanent residence with you for at least 12 consecutive months prior to the person's enrollment in the Program; and

(c) is an unmarried adult age 18 or older; and

(d) is not related to you by blood or a degree of closeness that would prohibit marriage in the law of the state in which you reside; and

(e) is mentally competent to consent to contract; and

(f) is not married to another person under statutory or common law nor in a domestic partnership with another person; and

(g) is financially interdependent with you; and

(h) is not otherwise a Qualified Dependent under the Program.

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 children from live birth to 26 years old.

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

Exceptions:

(1) For Dependents Term Life Coverage, your spouse, Domestic 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, Domestic Partner or child has protection under any Employee Term Life Coverage of the Group Contract after the Spouse's, Domestic Partner's or child's insurance under that Coverage ends.

(2) For accident Coverage, your spouse, Domestic 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. 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.

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, or more than 31 days after a Life Event.

(2) You enroll after any of your insurance under the Group Contract ends because you did not pay a required contribution.

(3) You wish to become insured for life insurance and have an individual life insurance contract which you obtained by converting your insurance under a Coverage of the Group Contract.

(4) 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 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.
- To be insured for a Qualified Dependent under the Optional Dependents Term Life Coverage, you must be insured under the Optional Employee Term Life Coverage of the Group Contract. To be insured for a Qualified Dependent under the accident Coverage, you must be insured for Employee Insurance if any, under the optional accident Coverage of the Group Contract.
- For Dependents Term Life 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 for Dependents Term Life Insurance: In any of these situations, you must give evidence of insurability for a Qualified Dependent spouse or Domestic Partner. 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, or more than 31 days after a Life Event.

(2) You enroll for Dependents Insurance after any insurance under the Group Contract ends because you did not pay a required contribution.

(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 Domestic Partner only.
- Qualified Dependent spouse or Domestic 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.

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 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.

Basic 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; and

(2) while entitled (under Section D) to convert 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. EXTENDED DEATH BENEFIT AND WAIVER OF PREMIUMS DURING TOTAL DISABILITY.

If you meet the conditions below, your death benefit protection will be extended while you are Totally Disabled, and from the date Prudential receives proof as described below, premiums for your Employee Term Life Insurance under this Coverage will be waived while your death benefit protection is extended. The “Extended Death Benefit" is the benefit described in this Section C.

The conditions referred to above are:

(1) You become Totally Disabled while you are a Covered Person.

(2) You are less than age 60 when your Total Disability starts.

Total Disability: You are “Totally Disabled" when:

(1) You are not working at any job for wage or profit; and

(2) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job for which you are reasonably fitted by your education, training or experience.

The extension ends one year after your Total Disability started, unless, within that year, you give Prudential written proof that:

(1) You have met the above conditions; and

(2) You are still Totally Disabled; and

(3) Your Total Disability has continued for at least 6 months.

Prudential will then further extend your death benefit protection for successive one year periods. The first of these periods will start on the date Prudential receives this proof. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.

If you die while your death benefit protection is being extended, the Extended Death Benefit is payable when Prudential receives written proof that:

(1) Your Total Disability continued until your death; and

(2) All of the above conditions have been met.

If you die within one year after your Total Disability started and before you give Prudential proof of Total Disability, written notice of your death must be given to Prudential within one year after your death.

Your extension protection ends if and when:

(1) Your Total Disability ends; or

(2) You reach age 65; or

(3) You fail to furnish any required proof that your Total Disability continues; or

(4) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.

If your extension protection ends after you have given the first proof of continued Total Disability, you have the same rights and benefits under Sections B and D as if you ceased to be a member of the Covered Classes for the insurance. But this does not apply if you become a Covered Person within 31 days after this protection ends.

Amount of Extended Death Benefit: This amount is determined as if you had remained a Covered Person until death. But it is reduced by any amount payable under Sections A or B above or any Prudential group life insurance that replaces this Coverage for a class of Employees.

Effect of Conversion: An individual contract issued under Section D will be in place of all rights under this Section C. But if you have met all the requirements of this Section C, you can obtain these rights in exchange for all benefits of the individual contract. Premiums paid under the individual contract will be refunded. Your choice of Beneficiary in the individual contract, if different than for this Coverage, will be considered notice of change of Beneficiary for any claim under this Section C.

D. CONVERSION PRIVILEGE.

If you cease to be insured for the Employee Term Life Insurance of the Group Contract for one of the reasons stated below, you may convert all or part of 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 or you transfer out of a Covered Class.

(2) All term life insurance of the Group Contract for your class ends by amendment or otherwise, if on the date that it ends:

(a) You are Totally Disabled (as defined in Section C above) and remain Totally Disabled until the effective date of the individual contract; or

(b) You have been insured for five 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 D.

Availability: You must apply for the individual contract and pay the first premium according to the following rules:

(1) If you have been given written notice of the conversion privilege by the fifteenth day after you cease to be insured for the Employee Term Life Insurance, you must apply for the individual contract and pay the first premium by the thirty-first day after you cease to be insured for that coverage.

(2) If you have been given written notice of the conversion privilege more than fifteen days after you cease to be insured for the Employee Term Life Insurance, you must apply for the individual contract and pay the first premium by the twenty-fifth day after you have been given the notice. 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 the Employee Term Life Insurance.

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

Amount: Not more than your Employee Term Life Insurance under this Coverage 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 following:

(1) If you are Totally Disabled (as defined in Section C above) when the life insurance ends and remain continuously so disabled until the effective date of the individual contract, 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 become insured within the next 31 days.

(2) In all other instances, the lesser of (a) and (b):

(a) 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.

(b) $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 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 and the Beneficiary and Mode of Settlement Rules.

Optional 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; and

(2) while entitled (under Section D) to convert 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. EXTENDED DEATH BENEFIT AND WAIVER OF PREMIUMS DURING TOTAL DISABILITY.

If you meet the conditions below, your death benefit protection will be extended while you are Totally Disabled, and from the date Prudential receives proof as described below, premiums for your Employee Term Life Insurance under this Coverage will be waived while your death benefit protection is extended. The “Extended Death Benefit" is the benefit described in this Section C.

The conditions referred to above are:

(1) You become Totally Disabled while you are a Covered Person.

(2) You are less than age 60 when your Total Disability starts.

Total Disability: You are “Totally Disabled" when:

(1) You are not working at any job for wage or profit; and

(2) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job for which you are reasonably fitted by your education, training or experience.

The extension ends one year after your Total Disability started, unless, within that year, you give Prudential written proof that:

(1) You have met the above conditions; and

(2) You are still Totally Disabled; and

(3) Your Total Disability has continued for at least 9 months.

Prudential will then further extend your death benefit protection for successive one year periods. The first of these periods will start on the date Prudential receives this proof. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.

If you die while your death benefit protection is being extended, the Extended Death Benefit is payable when Prudential receives written proof that:

(1) Your Total Disability continued until your death; and

(2) All of the above conditions have been met.

If you die within one year after your Total Disability started and before you give Prudential proof of Total Disability, written notice of your death must be given to Prudential within one year after your death.

Your extension protection ends if and when:

(1) Your Total Disability ends; or

(2) You reach age 65; or

(3) You fail to furnish any required proof that your Total Disability continues; or

(4) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.

If your extension protection ends after you have given the first proof of continued Total Disability, you have the same rights and benefits under Sections B and D as if you ceased to be a member of the Covered Classes for the insurance. But this does not apply if you become a Covered Person within 31 days after this protection ends.

Amount of Extended Death Benefit: This amount is determined as if you had remained a Covered Person until death. But it is reduced by any amount payable under Sections A or B above or any Prudential group life insurance that replaces this Coverage for a class of Employees.

Effect of Conversion: An individual contract issued under Section D will be in place of all rights under this Section C. But if you have met all the requirements of this Section C, you can obtain these rights in exchange for all benefits of the individual contract. Premiums paid under the individual contract will be refunded. Your choice of Beneficiary in the individual contract, if different than for this Coverage, will be considered notice of change of Beneficiary for any claim under this Section C.

D. CONVERSION PRIVILEGE.

If you cease to be insured for the Employee Term Life Insurance of the Group Contract for one of the reasons stated below, you may convert all or part of 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 or you transfer out of a Covered Class.

(2) All term life insurance of the Group Contract for your class ends by amendment or otherwise, if on the date that it ends:

(a) You are Totally Disabled (as defined in Section C above) and remain Totally Disabled until the effective date of the individual contract; or

(b) You have been insured for five 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 D.

Availability: You must apply for the individual contract and pay the first premium according to the following rules:

(1) If you have been given written notice of the conversion privilege by the fifteenth day after you cease to be insured for the Employee Term Life Insurance, you must apply for the individual contract and pay the first premium by the thirty-first day after you cease to be insured for that coverage.

(2) If you have been given written notice of the conversion privilege more than fifteen days after you cease to be insured for the Employee Term Life Insurance, you must apply for the individual contract and pay the first premium by the twenty-fifth day after you have been given the notice. 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 the Employee Term Life Insurance.

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

Amount: Not more than your Employee Term Life Insurance under this Coverage 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 following:

(1) If you are Totally Disabled (as defined in Section C above) when the life insurance ends and remain continuously so disabled until the effective date of the individual contract, 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 become insured within the next 31 days.

(2) In all other instances, the lesser of (a) and (b):

(a) 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.

(b) $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 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 and the Beneficiary and Mode of Settlement Rules.

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 90% 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 $500,000. 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 become 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.

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 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 Insurance: 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.

The Claim Rules apply to the payment of benefits under this option.

Right to Elect Term Life Coverage under the Portability Plan

This right applies to the Employee Term Life Coverage under the Group Contract.

It describes when and how you may become covered for similar coverage under the Portability Plan when your Employee Term Life Coverage under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN

A right under this section is subject to the rest of these provisions.

You will have the right to apply for term life coverage under the Portability Plan if you meet all of these tests:

(1) Your Employee Term Life Coverage ends for any reason other than:

  (a) your failure to pay, when due, any contribution required for it; or

  (b) the end of the Coverage for all Employees when such Coverage is replaced by group life insurance from any carrier for which you are or become eligible within the next 31 days.

(2) You meet the Active Work Requirement on the day your insurance ends.

(3) You are less than age 80.

(4) Your Amount of Insurance is at least $20,000 under the Employee Term Life Coverage on the day your insurance ends.

PORTABILITY APPLICATION PERIOD

You have the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required to become insured under the Portability Plan. But, if you submit evidence and Prudential decides the evidence is satisfactory, you will pay lower premium rates.

The Portability Application Period is the 31 day period after your Employee Term Life Coverage ends. But, if you have the right to convert your insurance under the Employee Term Life Coverage to an individual contract, it is the longer of:

(1) the 31 day period after your Coverage ends; and

(2) the number of days during which you have the right to convert your insurance under the Coverage to an individual life insurance contract as shown in the Coverage.

EFFECT OF CONVERSION PRIVILEGE

The right to elect coverage under the Portability Plan is provided in lieu of the conversion privilege described in the Employee Term Life Coverage, except as follows:

(1) You may convert your amount of insurance under the Employee Term Life Coverage in excess of the maximum for term life coverage under the Portability Plan. This maximum is the lesser of 5 times your annual Earnings and $1,000,000.

(2) You may convert your insurance if you elected coverage under the Portability Plan, but Prudential decided that your evidence of insurability was not satisfactory.

If you elect to convert all of your insurance under the Employee Term Life Coverage to an individual contract, you may not elect to apply for coverage under the Portability Plan.

If, during the Portability Application Period, you apply for coverage under the Portability Plan and then elect to convert all of your insurance under the Employee Term Life Coverage to an individual contract, your coverage under the Portability Plan will not become effective.

The right to elect coverage under the Portability Plan does not affect your coverage under the Death Benefit During Conversion Period provision of the Employee Term Life Coverage.

TERMS AND CONDITIONS OF THE PORTABILITY PLAN

The form, amount, first premium, and effective date will be as stated below.

Form and Amount: The form of term life coverage that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as the Employee Term Life Coverage under the Group Contract.

Amount: Not more than your amount of insurance under the Employee Term Life Coverage when your insurance ends, but not less than $20,000.

The maximum amount of term life insurance under the Portability Plan is the lesser of 5 times your annual Earnings and $1,000,000.

First Premium: The first premium is due to Prudential within 31 days of the date the first bill is issued.

Effective Date: The day after the Portability Application Period ends.

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 five 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 according to the following rules:

(1) If you have been given written notice of the conversion privilege by the fifteenth day after you cease to be insured for the Dependents Term Life Coverage with respect to the dependent, you must apply for the individual contract and pay the first premium by the thirty-first day after you cease to be insured for that coverage

(2) If you have been given written notice of the conversion privilege more than fifteen days after you cease to be insured for the Dependents Term Life Coverage with respect to the dependent, you must apply for the individual contract and pay the first premium by the twenty-fifth day after you have been given the notice. 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 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; Registered Domestic 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.

Right to Elect Dependents Term Life Coverage under the Portability Plan

This right applies to the Optional Dependents Term Life Coverage under the Group Contract.

It describes when and how your Qualified Dependents may become covered for similar coverage under the Portability Plan when your Optional Dependents Term Life Coverage under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN

A right under this section is subject to the rest of these provisions.

You will have the right to apply for dependents term life coverage under the Portability Plan for a Qualified Dependent if all of these tests are met:

(1) The Optional Dependents Term Life Coverage on the dependent ends because your Optional Employee Term Life Coverage ends for any reason other than:

   (a) your failure to pay, when due, any contribution required for it; or

   (b) the end of the Optional Employee Term Life Coverage for all Employees when such Coverage is replaced by group life insurance from any carrier for which you are or become eligible within the next 31 days.

(2) You apply and become covered for term life coverage under the Portability Plan.

(3) With respect to a dependent spouse or Domestic Partner, that spouse or Domestic Partner is less than age 80.

(4) With respect to a dependent child, that child is less than age 26.

(5) The dependent is covered for Optional Dependents Term Life Coverage on the day your Optional Employee Term Life Coverage ends.

(6) The dependent is not confined for medical care or treatment, at home or elsewhere on the day your Optional Employee Term Life Coverage ends.

If you die, your spouse or Domestic Partner will have the right to apply for term life coverage under the Portability Plan if that spouse or Domestic Partner meets all of the tests in (3), (5) and (6) above.

If you die, your spouse or Domestic Partner will also have the right to apply for dependents term life coverage under the Portability Plan for a Qualified Dependent child if:

(1) that spouse or Domestic Partner applies and becomes covered under the Portability Plan; and

(2) that child meets all of the tests in (4), (5) and (6) above.

If you divorce or your Domestic Partner ceases to be a Qualified Dependent, your spouse or Domestic Partner will have the right to apply for term life coverage under the Portability Plan if:

(1) the Optional Dependents Term Life Coverage on your spouse or Domestic Partner ends due to divorce or your Domestic Partner ceasing to be a Qualified Dependent; and

(2) that spouse or Domestic Partner is less than age 80; and

(3) that spouse or Domestic Partner is not confined for medical care or treatment, at home or elsewhere on the day the Optional Dependents Term Life Coverage on that spouse or Domestic Partner ends.

PORTABILITY APPLICATION PERIOD

You have the right to apply for dependents term life coverage under the Portability Plan for your dependents during the Portability Application Period. In the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, your spouse or Domestic Partner has the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required for a dependent to become insured under the Portability Plan. But, if evidence of insurability is submitted for your spouse or Domestic Partner and Prudential decides the evidence is satisfactory, you or, in the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, your spouse or Domestic Partner will pay lower premium rates for your spouse's or Domestic Partner's coverage.

The Portability Application Period is the longer of:

(1) the 31 day period after your Optional Dependents Term Life Coverage ends; and

(2) either:

  (a) the number of days during which you have the right to convert your insurance under the Optional Employee Term Life Coverage to an individual life insurance contract as shown in that Coverage; or

  (b) in the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, the number of days during which your spouse or Domestic Partner has the right to convert the insurance under the Optional Dependents Term Life Coverage to an individual life insurance contract as shown in that Coverage.

EFFECT OF CONVERSION PRIVILEGE

The right to elect coverage under the Portability Plan is provided in lieu of the conversion privilege described in the Optional Dependents Term Life Coverage, except as follows:

(1) If a dependent's amount of insurance under the Optional Dependents Term Life Coverage exceeds the lesser of 5 times your annual Earnings and $1,000,000, the dependent may convert the excess amount.

(2) A spouse or Domestic Partner may convert the Dependents Insurance under the Coverage if coverage was elected under the Portability Plan, but Prudential decided that the evidence of insurability for that spouse or Domestic Partner was not satisfactory.

If a dependent elects to convert all of the insurance under the Optional Dependents Term Life Coverage to an individual contract, you or, in the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, your spouse or Domestic Partner may not elect to apply for coverage under the Portability Plan for that dependent.

If, during the Portability Application Period, you or, in the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, your spouse or Domestic Partner applies for coverage under the Portability Plan for a dependent and that dependent then elects to convert all of the insurance under the Optional Dependents Term Life Coverage to an individual contract, that dependent's coverage under the Portability Plan will not become effective.

The right to elect coverage under the Portability Plan does not affect a dependent's coverage under the Death Benefit During a Conversion Period provision of the Optional Dependents Term Life Coverage.

TERMS AND CONDITIONS OF THE PORTABILITY PLAN

The form, amount, first premium, and effective date will be as stated below.

Form and Amount: The form of dependents term life coverage that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as those under the Group Contract.

Amount: Not more than the amount of insurance on the dependent under the Optional Dependents Term Life Coverage when that insurance ends.

For each dependent, the maximum amount of dependents term life insurance under the Portability Plan is the lesser of 5 times your annual Earnings and $1,000,000.

First Premium: The first premium is due to Prudential within 31 days of the date the first bill is issued.

Effective Date: The day after the Portability Application Period ends.

Basic Accidental Death and Dismemberment Coverage

FOR YOU ONLY

This Coverage pays benefits for accidental Loss which results from an accident.

Loss means your:

(1) loss of life.

(2) total and permanent loss of sight.

(3) total and permanent loss of speech.

(4) total and permanent loss of hearing.

(5) loss of hand or foot by severance at or above the wrist or ankle.

(6) loss of thumb and index finger of the same hand by severance at or above the point at which they are attached to the hand.

(7) loss due to Quadriplegia, Triplegia, Paraplegia, Hemiplegia or Uniplegia

(8) loss of all toes on the same foot by severance at or above the point at which they are attached to the foot.

(9) Loss of Use of a hand or foot, arm or leg.

(10) loss due to Coma.

A. BENEFITS.

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

(1) You sustain an accidental bodily Injury while a Covered Person.

(2) The Loss results directly from that Injury and from no other cause.

(3) You suffer the Loss within 365 days after the accident. But, if the Loss is due to Coma, that Loss:

(a) begins within 365 days after the accident;

(b) continues for 31 consecutive days; and

(c) is total, continuous and permanent at the end of that 31-day period.
Any benefit for a Loss due to Coma will not begin until the end of the 31-day period in (b) above.

For the purposes of the Coverage:

(1) Exposure to the elements will be considered an accidental bodily Injury.

(2) It will be presumed that you have suffered a Loss of life if your body has not been found within one year of disappearance, stranding, sinking or wrecking of any vehicle in which you were 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 Limits below.

Loss of or by Reason of:	Percent of the Person's Amount of Insurance
Life	100
Sight of Both Eyes	100
Speech and Hearing in Both Ears	100
Both Hands	100
Both Feet	100
One Hand and One Foot	100
One Hand and Sight of One Eye	100
One Foot and Sight of One Eye	100
Quadriplegia	100
Triplegia	75
Paraplegia	75
Sight of One Eye	50
Speech	50
Hearing in Both Ears	50
One Hand	50
One Foot	50
Hemiplegia	50
Uniplegia	25
Thumb and Index Finger of the Same Hand	25
Hearing in One Ear	25
Loss of Use	25
All Toes on One Foot	13
Coma	the lesser of 2% per month and $1,000, up to 100 months after 100 months a lump sum equal to 100% of the Amount of Insurance minus the amount already paid for Coma.

Limit Per Accident:

No more than your Amount of Insurance under this Coverage 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 bacterial or viral infection. But, this does not include:

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

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

(6) Taking part in any insurrection.

(7) War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression.

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

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

(10) Travel or flight in any vehicle used for aerial navigation, if any of these apply:

(a) you are riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.

(b) you are performing as a pilot or a crew member of any aircraft.

(c) you are 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.

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

(12) Participation in these hazardous sports: scuba diving; bungee jumping; skydiving; parachuting; hang gliding; paragliding; paramotoring; parascending; or ballooning.

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

Additional Benefits under Basic Accidental Death and Dismemberment Coverage

FOR YOU ONLY

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 Limitations of those terms. Any such benefit is payable in addition to any other benefit payable under this Coverage. The additional amount payable for each additional benefit is shown in the Schedule of Benefits. 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 an Automobile While Using a Seat Belt:**

This additional benefit for your Loss of life only applies if this test is met.

You sustain an accidental bodily Injury resulting in the Loss while:

(a) you are a driver or passenger in an Automobile;

(b) you are 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).

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 Automobile used in a race or a speed or endurance test, for acrobatic or stunt driving, or for any illegal purpose.

(2) **Additional Benefit for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag:**

This additional benefit for your Loss of life only applies if this test is met.

You sustain an accidental bodily Injury resulting in the Loss while:

(a) you are a driver or passenger in an Automobile;

(b) you are wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer;

(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);

(d) the Automobile is equipped with a factory-installed Air Bag; and

(e) a properly functioning Air Bag was deployed for the seat that you occupied.

(3) **Additional Benefit for Tuition Reimbursement for Your Dependent Spouse or Domestic Partner:**

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

This additional benefit is payable for the person who:

(a) is your spouse or Domestic Partner on the date of your death; and

(b) enrolls in any professional or trades program within 12 months after the date of your death for the purposes of obtaining an independent source of support or enriching that spouse's or Domestic Partner's ability to earn a living. Proof of enrollment must be given to Prudential.

(4) **Additional Benefit for Tuition Reimbursement for Your Dependent Child:**

This additional benefit for tuition reimbursement for your dependent child only applies if you suffer a Loss of life.

This additional benefit is payable for each dependent child less than age 26 who is:

(a) your child who wholly depends on you for support and maintenance on the date of your death; and

(b) enrolled as a full-time student in a School on the date of your death; or

(c) in the 12th grade on the date of your death and becomes a full-time student in a School within 365 days after that date.

Proof of enrollment must be given to Prudential.

(5) **Additional Benefit for Child Care Expenses for Your Dependent Child:**

This additional benefit for child care expenses for your dependent child only applies if you suffer a Loss of life.

This additional benefit is payable for each dependent child less than age 13 who:

(a) is your child who wholly depends on you for support and maintenance on the date of your death; and

(b) is enrolled at a Child Care Center on the date of your death; or

(c) becomes enrolled at a Child Care Center within 120 days after the date of your death.

Proof of enrollment must be given to Prudential.

(6) **Additional Benefit for Return of Remains:**

This additional benefit for return of remains only applies if you suffer a Loss of life and such Loss occurs outside a 150 mile radius of your home. It is payable for Return of Remains Expenses incurred to return your body home to the United States or Canada.

(7) **Additional Benefit for Bereavement and Trauma Counseling:**

This additional benefit only applies if you require bereavement and trauma counseling because you suffer a Loss. It is payable for Bereavement and Trauma Counseling Sessions that are held within two years after the date of the accident causing the Loss.

(8) **Additional Benefit for Home Alteration and Vehicle Modification Expense:**

This additional benefit for Home Alteration and Vehicle Modification Expense only applies once. It applies if you suffer a Loss that requires home alteration or vehicle modification.

(9) **Additional Benefit for Monthly Medical Premium:**

This additional benefit for monthly medical premium only applies if all of these tests are met:

(a) You suffer an accidental bodily Injury that results in a Loss within 365 days of an accident.

(b) The accidental bodily Injury: (i) results in your having to take a leave of absence from your job with your Employer; or (ii) ends your employment with your Employer.

(c) You choose to continue membership in your Employer's medical plan beyond the time that it would otherwise end.

(10) **Additional Benefit for Monthly Mortgage Payment:**

This additional benefit for monthly Mortgage payment only applies if all of these tests are met:

(a) You suffer an accidental bodily Injury that results in a Loss of life within 365 days of an accident.

(b) You have a surviving spouse or Domestic Partner at the time of your death.

(c) Your surviving spouse or Domestic Partner is a co-borrower on your Mortgage.

(d) You have an outstanding balance on your Mortgage at the time of your death.

Your surviving spouse or Domestic Partner must give Prudential your Mortgage loan number, along with the name and telephone number of your Mortgage company.

(11) **Additional Benefit for Monthly Rehabilitation Expense:**

This additional benefit for Rehabilitation Expense only applies if both of these tests are met:

(a) You suffer a Loss.

(b) A Doctor determines that rehabilitation is necessary to aid you in returning to the normal activities of a person of the same age and gender.

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Optional Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENTS

This Coverage pays benefits for accidental Loss which results from an accident.

Loss means the person's:

(1) loss of life.

(2) total and permanent loss of sight.

(3) total and permanent loss of speech.

(4) total and permanent loss of hearing.

(5) loss of hand or foot by severance at or above the wrist or ankle.

(6) loss of thumb and index finger of the same hand by severance at or above the point at which they are attached to the hand.

(7) loss due to Quadriplegia, Triplegia, Paraplegia, Hemiplegia or Uniplegia

(8) loss of all toes on the same foot by severance at or above the point at which they are attached to the foot.

(9) Loss of Use of a hand or foot, arm and leg.

(10) loss due to Coma.

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 Coma, that Loss:

(a) begins within 365 days after the accident;

(b) continues for 31 consecutive days; and

(c) is total, continuous and permanent at the end of that 31-day period.

Any benefit for a Loss due to Coma will not begin until the end of the 31-day period in (b) above.

For the purposes of the Coverage:

(1) Exposure to the elements will be considered an accidental bodily 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 Limits below.

Loss of or by Reason of:	Percent of the Person's Amount of Insurance
Life	100
Sight of Both Eyes	100
Speech and Hearing in Both Ears	100
Both Hands	100
Both Feet	100
One Hand and One Foot	100
One Hand and Sight of One Eye	100
One Foot and Sight of One Eye	100
Quadriplegia	100
Triplegia	75
Paraplegia	75
Sight of One Eye	50
Speech	50
Hearing in Both Ears	50
One Hand	50
One Foot	50
Hemiplegia	50
Uniplegia	25
Thumb and Index Finger of the Same Hand	25
Hearing in One Ear	25
Loss of Use	25
All Toes on One Foot	13
Coma	the lesser of 2% per month and $1,000, up to 100 months after 100 months a lump sum equal to 100% of the Amount of Insurance minus the amount already paid for Coma.

Limit 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 bacterial or viral infection. But, this does not include:

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

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

(6) Taking part in any insurrection.

(7) War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression.

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

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

(10) Travel or flight in any vehicle used for aerial navigation, if any of these apply:

(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.

(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.

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

(12) Participation in these hazardous sports: scuba diving; bungee jumping; skydiving; parachuting; hang gliding; paragliding; paramotoring; parascending; or ballooning.

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

Additional Benefits under Optional Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENTS

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 Limitations of those terms. Any such benefit is payable in addition to any other benefit payable under this Coverage. The additional amount payable for each additional benefit is shown in the Schedule of Benefits. 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 an Automobile While Using a Seat Belt:**

This additional benefit for the person's Loss of life only applies 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 an Automobile;

(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).

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 Automobile used in a race or a speed or endurance test, for acrobatic or stunt driving, or for any illegal purpose.

(2) **Additional Benefit for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag:**

This additional benefit for the person's Loss of life only applies 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 an Automobile;

(b) the person is wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer;

(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);

(d) the Automobile is equipped with a factory-installed Air Bag; and

(e) a properly functioning Air Bag was deployed for the seat that the person occupied.

(3) **Additional Benefit for Tuition Reimbursement for Your Dependent Spouse or Domestic Partner:**

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

This additional benefit is payable for the person who:

(a) is your spouse or Domestic Partner on the date of your death; and

(b) enrolls in any professional or trades program within 12 months after the date of your death for the purposes of obtaining an independent source of support or enriching that spouse's or Domestic Partner's ability to earn a living. Proof of enrollment must be given to Prudential.

(4) **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 Domestic Partner suffers a Loss of life. Date of death, as used below, refers to your or your spouse's or Domestic 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 26 who is:

(a) your child who wholly depends on you for support and maintenance on the date of death; and

(b) enrolled as a full-time student in a School on the date of death; or

(c) in the 12th grade on the date of death and becomes a full-time student in a School within 365 days after that date.

Proof of enrollment must be given to Prudential.

(5) **Additional Benefit for Child Care Expenses for Your Dependent Child:**

This additional benefit for child 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 Domestic Partner suffers a Loss of life. Date of death, as used below, refers to your or your spouse's or Domestic 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 13 who:

(a) is your child who wholly depends on you for support and maintenance on the date of death; and

(b) is enrolled at a Child Care Center on the date of death; or

(c) becomes enrolled at a Child Care Center within 120 days after the date of death.

Proof of enrollment must be given to Prudential.

(6) **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 Return of Remains Expenses incurred to return the person's body home to the United States or Canada.

(7) **Additional Benefit for Your Spouse's or Domestic Partner's Loss of Life as a Result of a Common Accident:**

This additional benefit for your spouse's or Domestic Partner's Loss of life only applies if these tests are met:

(a) Your Qualified Dependent spouse or Domestic Partner is insured for Dependents Insurance under the Coverage on the date of the accident that results in your spouse's or Domestic Partner's Loss of life.

(b) You and your spouse or Domestic Partner both suffer a Loss of life as a result of the same accident.

(c) You have surviving dependent children on the date of the accident.

(8) **Additional Benefit for Your Child's Loss:**

This additional benefit for a Qualified Dependent child's Loss only applies if both of these tests are met:

(a) That Loss is not a Loss of life.

(b) That child is insured for Dependents Insurance under the Coverage on the date of the accident that results in that Loss.

This benefit is not payable if the child dies within 90 days of the accident.

(9) **Additional Benefit During Critical Period After Your or Your Spouse's or Domestic Partner's Loss of Life:**

This additional benefit only applies if either: (a) you suffer a Loss of life; or (b) your Qualified Dependent spouse or Domestic Partner suffers a Loss of life. If you suffer a Loss of Life, it is payable during the Critical Period following your death. If your spouse or Domestic Partner suffers a Loss of life, it is payable during the Critical Period following your spouse's or Domestic Partner's death.

This benefit is only payable if these tests are met:

(a) If you suffer a Loss of life, your spouse or Domestic Partner is insured for Dependents Insurance under the Coverage on the date of your death.

(b) The person who suffers the Loss has a surviving spouse or Domestic Partner or surviving dependent child on the date of death.

(10) **Additional Benefit for Bereavement and Trauma Counseling:**

This additional benefit only applies if the person requires bereavement and trauma counseling because you, your Qualified Dependent spouse or Domestic Partner or your Qualified Dependent child suffer a Loss. It is payable for Bereavement and Trauma Counseling Sessions that are held within two years after the date of the accident causing the Loss.

(11) **Additional Benefit for Home Alteration and Vehicle Modification Expense:**

This additional benefit for Home Alteration and Vehicle Modification Expense only applies once. It applies if the person suffers a Loss that requires home alteration or vehicle modification.

(12) **Additional Benefit for Monthly Medical Premium:**

This additional benefit for monthly medical premium only applies if all of these tests are met:

(a) You suffer an accidental bodily Injury that results in a Loss within 365 days of an accident.

(b) The accidental bodily Injury: (i) results in your having to take a leave of absence from your job with your Employer; or (ii) ends your employment with your Employer.

(c) You choose to continue membership in your Employer's medical plan beyond the time that it would otherwise end.

(13) **Additional Benefit for Monthly Mortgage Payment:**

This additional benefit for monthly Mortgage payment only applies if all of these tests are met:

(a) You suffer an accidental bodily Injury that results in a Loss of life within 365 days of an accident.

(b) You have a surviving spouse or Domestic Partner at the time of your death.

(c) Your surviving spouse or Domestic Partner is a co-borrower on your Mortgage.

(d) You have an outstanding balance on your Mortgage at the time of your death.

Your surviving spouse or Domestic Partner must give Prudential your Mortgage loan number, along with the name and telephone number of your Mortgage company.

(14) **Additional Benefit for Monthly Rehabilitation Expense:**

This additional benefit for Rehabilitation Expense only applies if both of these tests are met:

(a) The person suffers a Loss.

(b) A Doctor determines that rehabilitation is necessary to aid the person in returning to the normal activities of a person of the same age and gender.

Definitions under Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENTS

Some of the terms used in the Coverage:

Air Bag: An inflatable safety device that: (1) meets published federal safety standards; (2) is installed by the Automobile's manufacturer; and (3) is not altered after that installation.

Automobile: A validly registered:

(1) vehicle that may be legally driven with the standard issue class of motor vehicle driver's license and no additional class of license is necessary to operate this vehicle; or

(2) four wheel, two axle private passenger motor vehicle.

But Automobile does not include: (1) a motor vehicle intended for off-road use; or (2) a motor vehicle being used without the owner's permission.

Bereavement and Trauma Counseling Sessions: Sessions with a licensed psychiatrist, psychologist or other medical professional acting within the scope of the license: (1) that is essential to assist in coping with the Loss for which it is provided; and (2) for which a charge is made.

Child Care Center: A facility or individual which:

(1) operates pursuant to law, if locally required;

(2) is not a family member; and

(3) primarily provides care and supervision for children in a group setting on a regular, daily basis.

Coma: A profound state of unconsciousness from which the person cannot be aroused, even by powerful stimulation, as determined by the person's Doctor.

Critical Period: The 12 months immediately following your or your spouse's or Domestic Partner's death.

Hemiplegia: The total and permanent paralysis of the upper and lower limbs on one side of the body.

Home Alteration and Vehicle Modification Expenses: One-time expenses that are charged for:

(1) alterations to your residence that are necessary to make the residence accessible and habitable to a person who has suffered a Loss; or

(2) modifications to a motor vehicle owned or leased by a person that are needed to make such vehicle accessible to or drivable by the person.

Such alteration or modification must be made: because of the Loss; completed by individuals experienced in such alteration or modification; meet appropriate marketing standards; and be in compliance with any applicable laws or regulations of appeal by any appropriate government authority.

The term does not include charges that exceed the reasonable and customary charges for similar alterations and modifications in the locality where the charges are incurred.

House: A single family home, a townhouse or a condominium that you own and use as your primary residence. But House does not include a cooperative or an income producing property that is not your primary residence.

Loss of Use: The total and permanent loss of function.

Mortgage: A loan that is secured by your House. The term includes any property taxes and insurance that may be included in the monthly payment.

Paraplegia: The total and permanent paralysis of both lower limbs.

Quadriplegia: The total and permanent paralysis of both upper and both lower limbs.

Rehabilitation Expense: An expense that a Doctor has determined is necessary to enable the injured person to return to the normal activities of a person of the same age and gender. Rehabilitation Expense includes: (1) the expense for treatment by a rehabilitation therapist who is licensed, registered and/or certified to provide such treatment; and (2) the expense of confinement in a health care facility for rehabilitation.

Return of Remains Expenses: Expenses for: (1) embalming; (2) cremation; (3) a coffin; and (4) transportation of the remains.

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

Seat Belt: Any: (1) passive restraint device for an adult that meets published federal safety standards, is installed by the Automobile's manufacturer and is not altered after that installation; or (2) federally approved, properly installed child safety seat.

Triplegia: The total and permanent paralysis of three limbs.

Uniplegia: The total and permanent paralysis of one limb.

Right to Elect Accidental Death and Dismemberment Coverage under the Portability Plan

This right applies to the Accidental Death and Dismemberment Coverage for Employees under the Group Contract.

It describes when and how you may become covered for similar coverage under the Portability Plan when your Accidental Death and Dismemberment Coverage under the Group Contract ends. The terms and cond itions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN

A right under this section is subject to the rest of these provisions.

You will have the right to apply for accidental death and dismemberment coverage under the Portability Plan if you meet all of these tests:

(1) Your Accidental Death and Dismemberment Coverage ends for any reason other than:

  (a) your failure to pay, when due, any contribution required for it; or

  (b) the end of the Coverage for all Employees when such Coverage is replaced by group accidental death and dismemberment insurance from any carrier for which you are or become eligible within the next 31 days.

(2) You meet the Active Work Requirement on the day your insurance ends.

(3) You are less than age 80.

(4) Your Amount of Insurance is at least $20,000 under the Accidental Death and Dismemberment Coverage on the day your insurance ends.

(5) You apply for term life coverage under the Portability Plan.

PORTABILITY APPLICATION PERIOD

You have the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required to become insured under the Portability Plan.

The Portability Application Period is the longer of:

(1) the 31 day period after your Accidental Death and Dismemberment Coverage ends; and

(2) the number of days during which you have the right to apply for the term life coverage under the Portability Plan.

TERMS AND CONDITIONS OF THE PORTABILITY PLAN

The form, amount, first premium, and effective date will be as stated below.

Form and Amount: The form of accidental death and dismemberment coverage that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as the Accidental Death and Dismemberment Coverage under the Group Contract.

Amount: Not more than your amount of insurance under the Accidental Death and Dismemberment Coverage when your insurance ends, subject to these rules:

(1) Minimum: The minimum amount of Accidental Death and Dismemberment Coverage that may be ported is $20,000, less the amount ported under Basic Accidental Death and Dismemberment Coverage.

(2) Maximum: The maximum amount of Accidental Death and Dismemberment Coverage that may be ported is (a) the lesser of 5 times your annual Earnings and $1,000,000 minus (b) the amount ported under Basic Accidental Death and Dismemberment Coverage.

In no event can your amount of accidental death and dismemberment insurance under the Portability Plan exceed your amount of term life insurance under the Portability Plan.

First Premium: The first premium is due to Prudential within 31 days of the date the first bill is issued.

Effective Date: The day after the Portability Application Period ends.

Right to Elect Accident Coverage for Your Dependents under the Portability Plan

This right applies to the Accidental Death and Dismemberment Coverage for your dependents under the Group Contract.

It describes when and how your Qualified Dependents may become covered for similar coverage under the Portability Plan when the Accidental Death and Dismemberment Coverage for your dependents under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN

A right under this section is subject to the rest of these provisions.

You will have the right to apply for accident coverage under the Portability Plan for a Qualified Dependent if all of these tests are met:

(1) The Accidental Death and Dismemberment Coverage on the dependent ends because your Accidental Death and Dismemberment Coverage for Employees under the Plan ends for any reason other than:

   (a) your failure to pay, when due, any contribution required for it; or

   (b) the end of the Accidental Death and Dismemberment Coverage for all Employees when such Coverage is replaced by group accidental death and dismemberment insurance from any carrier for which you are or become eligible within the next 31 days.

(2) You apply and become covered for accidental death and dismemberment coverage under the Portability Plan.

(3) With respect to a dependent spouse or Domestic Partner, that spouse or Domestic Partner is less than age 80.

(4) With respect to a dependent child, that child is less than age 26.

(5) The dependent is covered for Accidental Death and Dismemberment Coverage on the day your Accidental Death and Dismemberment Coverage for Employees ends.

(6) The dependent is not confined for medical care or treatment, at home or elsewhere on the day your Accidental Death and Dismemberment Coverage for Employees ends.

If you die, your spouse or Domestic Partner will have the right to apply for accident coverage under the Portability Plan if that spouse or Domestic Partner:

(1) applies and becomes covered for term life coverage under the Portability Plan; and

(2) meets all of the tests in (3), (5) and (6) above.

If you die, your spouse or Domestic Partner will also have the right to apply for accident coverage under the Portability Plan for a Qualified Dependent child if:

(1) that spouse or Domestic Partner applies and becomes covered for accident coverage under the Portability Plan; and

(2) that child meets all of the tests in (4), (5) and (6) above.

If you divorce or your Domestic Partner ceases to be a Qualified Dependent, your spouse or Domestic Partner will have the right to apply for accident coverage under the Portability Plan if:

(1) that spouse or Domestic Partner applies and becomes covered for term life coverage under the Portability Plan; and

(2) the Accidental Death and Dismemberment Coverage on your spouse or Domestic Partner ends due to divorce or your Domestic Partner ceasing to be a Qualified Dependent; and

(3) that spouse or Domestic Partner is less than age 80; and

(4) that spouse or Domestic Partner is not confined for medical care or treatment, at home or elsewhere on the day the Accidental Death and Dismemberment Coverage on that spouse or Domestic Partner ends.

PORTABILITY APPLICATION PERIOD

You have the right to apply for accident coverage under the Portability Plan for your dependents during the Portability Application Period. In the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, your spouse or Domestic Partner has the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required for a dependent to become insured under the Portability Plan.

The Portability Application Period is the longer of:

(1) the 31 day period after the Accidental Death and Dismemberment Coverage on the dependent ends; and

(2) either:

  (a) the number of days during which you have the right to apply for accidental death and dismemberment coverage under the Portability Plan; or

  (b) in the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, the number of days during which your spouse or Domestic Partner has the right to apply for term life coverage under the Portability Plan.

TERMS AND CONDITIONS OF THE PORTABILITY PLAN

The form, amount, first premium, and effective date will be as stated below.

Form and Amount: The form of accident coverage for dependents that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as those under the Group Contract.

Amount: Not more than the amount of insurance on the dependent under the Accidental Death and Dismemberment Coverage when that insurance ends, except that the maximum amount of a dependent's accident insurance under the Portability Plan cannot exceed that dependent's amount of term life insurance under the Portability Plan.

First Premium: The first premium is due to Prudential within 31 days of the date the first bill is issued.

Effective Date: The day after the Portability Application Period ends.

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 Registered Domestic 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 Life and Accident Insurance payable on account of a Covered Person’s death. But these rules are subject to the Limits on Assignments section.

Insurance payable on account of a Covered Person’s death is normally paid to the Beneficiary in one sum. Subject to applicable law, where the amount of the benefit meets Prudential's current minimum requirement, payment in one sum will be made by establishing a retained asset account in the Beneficiary’s name, unless the Beneficiary elects another settlement or payment option available at the time of claim, and the benefit distribution will be deemed complete when the account is established. The retained asset account is an interest-bearing draft account backed by the financial strength of Prudential. Funds are held in Prudential’s general account or elsewhere as Prudential may direct and an account in the Beneficiary’s name is credited interest at a rate set by Prudential’s discretion, subject to a minimum rate that will change no more than once every 90 days on advance notice to the Beneficiary. The Beneficiary is provided a draftbook and has immediate access to the entire amount by writing drafts for any amount up to the account balance. The retained asset account is not a bank account and is not insured by the Federal Deposit Insurance Corporation; it is a contractual undertaking between Prudential and the Beneficiary. Further information about the account is provided at the time of claim. Prudential may at its discretion provide other forms of

payment in one sum. But another 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 a Covered Person's death, no mode of settlement has been arranged for an amount of the person's Life or Accident 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 a person's statements in contesting an amount of Life Insurance for which the person is insured. These are statements made to persuade Prudential to accept the person for insurance. They will be considered to be made to the best of the person's 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 application signed by the person and

   (b) A copy of that application is or has been furnished to the person or to the person's Beneficiary.

(2) If it relates to the person's 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 the person's lifetime.

LIMITS ON ASSIGNMENTS

You may assign your insurance under a Coverage. Unless the Schedule of Benefits states otherwise, the following rules apply to assignments: (1) insurance under any Coverage providing periodic benefits on account of disability or accidental death benefits may be assigned only as a gift assignment; (2) Insurance under any other Coverage providing death benefits may be assigned either as a gift assignment or as a value assignment made in consideration of terminal illness. 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 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.

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.

The term "group life insurance", as used above, means only group life insurance provided under a group contract in effect on the day before the date the Employer became included under the Group Contract.

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.

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.

Contributory Insurance, Non-contributory Insurance: Contributory Insurance is insurance for which the Contract Holder has the right to and may require your direct contribution to the cost of coverage. Non-contributory Insurance premiums are paid by the Contract Holder, usually without direct contribution from you. The rate for Non-contributory insurance may be determined, or in some cases, reduced, in part, based on your contributions for contributory insurance or other benefits offered to you under the Contract Holder benefit plan.

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: For Basic Employee Term Life Coverage and Basic Accidental Death and Dismemberment Coverage :

For Employees with a full Calendar Year of Earnings: This is the gross amount of money paid to you by the Employer in cash for performing the duties required of your job. Earnings will be the higher of (1) and (2). (1) The amount reported in box 1 on your W-2 form for the year prior to your date of loss. (2) Base Earnings only, not including income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than your Employer.

For Employees with less than a full Calendar Year of Earnings: This is the gross amount of money paid to you by the Employer in cash for performing the duties required of your job. Earnings includes base salary only and does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than your Employer.

For Optional Employee Term Life Coverage and Optional Accidental Death and Dismemberment Coverage :

For Employees with a full Calendar Year of Earnings: This is the gross amount of money paid to you by the Employer in cash for performing the duties required of your job. Earnings will be the higher of (1) and (2). (1) The amount reported on your W-2 form for the year prior to your date of loss. (2) Base Earnings including the annualized average commissions and bonuses earned during the 12 month period just prior to your date of loss. Overtime pay, Earnings for more than 40 hours per week, and all other benefits are not included.

For Employees with less than a full Calendar Year of Earnings: This is the gross amount of money paid to you by the Employer in cash for performing the duties required of your job. Earnings includes the annualized average commissions and bonuses earned during your period of employment. Overtime pay, Earnings for more than 40 hours per week, and all other benefits are not included.

Employee: A person employed by the Employer; a proprietor or partner of the Employer. 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) becoming or ceasing to be a Domestic Partner;

(3) the death of your spouse, Domestic Partner, or child;

(4) the birth or adoption of your child;

(5) employment or termination of employment of your spouse or Domestic Partner;

(6) switching from part-time to full-time Employee status (or vice versa) by you or your spouse or Domestic Partner;

(7) you or your spouse or Domestic Partner taking an unpaid leave of absence;

(8) a significant change in your health coverage that is attributable to your spouse's or Domestic 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 a Coverage when the Coverage states that they do.

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.

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 a person’s statements in contesting an amount of that insurance for which the person is insured. These are statements made to persuade Prudential to effect an amount of that insurance. They will be considered to be made to the best of the person’s knowledge and belief. These rules apply to each statement:

(1) It will not be used in a contest to avoid or reduce that amount of insurance unless:

   (a) It is in a written application signed by the person; and

   (b) A copy of that application is or has been furnished to the person.

(2) It will not be used in the contest after that amount of insurance has been in force, before the contest, for at least two years during the person’s lifetime.

NOT IN PLACE OF WORKERS' COMPENSATION INSURANCE

The Group Contract is not in place of and does not affect any requirement for coverage by Workers' Compensation Insurance.

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.
- You make a written request to the Contract Holder to end your Employee or Dependents Insurance under a Coverage.
- You fail to pay, when due, any contribution required 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 under the Dependents Term Life Coverage and your Employee Insurance under the Employee Term Life Coverage ends.
- The insurance is Dependents Insurance under the Accidental Death and Dismemberment Coverage and your Employee Insurance under that Coverage ends.

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.

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.

Continued Insurance During Absence from Work Because of a Labor Dispute: These provisions apply only if any part of the premium for the insurance under the Coverage is paid by the Employer under the terms of a collective bargaining agreement. They apply when your Employee or Employee and Dependents Insurance under the Coverage would otherwise end on any date because of your absence from work as a result of a labor dispute. Your insurance under the Coverage will not end on that date. It will be continued during such absence from work from the date it would have ended until the first of these occurs:

(1) The end of the six month period immediately following the first day of your absence from work.

(2) The date you become actively engaged in work on a full-time basis for another employer.

(3) The first day you fail to pay, when due, any contribution required for the continued insurance. Your contribution will not be more than the premium that applies to your Covered Class on the first day of your absence from work.

(4) The first day the entity responsible for collecting Employee contributions fails to pay, when due, the premium required for the continued insurance following the cessation of work as a result of a labor dispute.

Additional Information About Your Plan

The Certificate of Coverage and the following Additional Information (together, the Booklet), are intended to comply with the disclosure requirements of the regulations issued by the U.S. Department of Labor under the Employee Retirement Income Security Act (ERISA) of 1974. ERISA requires that your employer provide you with a "Summary Plan Description" which describes the plan and informs you of your rights under it. Information about eligibility rules, benefits amounts, benefit limitations, and exclusions from coverage is contained in the Certificate of Coverage. The following Additional Information about your plan is provided at the request of your Employer/Plan Sponsor.

Plan Name

Affirm, Inc. Welfare Benefits Plan

Plan Number

501

Type of Plan

Employee Welfare Benefit Plan

Plan Sponsor

Affirm, Inc.
650 California Street
San Francisco, California 94108

Employer Identification Number

45-5413534

Plan Administrator

Affirm, Inc.
Attention: Human Resources Department
650 California Street
San Francisco, California 94108

Agent for Service of Legal Process

Affirm, Inc.
Attention: Human Resources Department
650 California Street
San Francisco, California 94108

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

Plan Year Ends

December 31

Plan Benefits Provided by

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

Plan Sponsor's Designation of Prudential As Claims Administrator

It is the Plan Sponsor's intention and direction that The Prudential Insurance Company of America as Claims Administrator has the sole discretion to interpret the terms of the plan, to make factual findings, and to determine eligibility for benefits. The Plan Sponsor has determined that benefits are payable under the plan only if The Prudential Insurance Company of America, in its sole discretion, determines that they are due. The decision of the Claims Administrator shall not be overturned unless arbitrary and capricious. *

* This paragraph does not apply to residents of AK, AR, CA, CO, DC, IL, KY, MD, ME, MI, NJ, NY, OR, PR, RI, SD, TX, VT, WA

Plan Sponsor, Policyholder and Employer not Agents of Prudential

The Group Contract underwritten by The Prudential Insurance Company of America provides insured benefits under your Employer/Policyholder/Plan Sponsor's ERISA plan(s). For all purposes associated with the plan or the Group Contract under which The Prudential Insurance Company of America provides benefits, the Employer/Policyholder/Plan Sponsor acts on its own behalf or as an agent of its employees. Under no circumstances will the Employer/Policyholder/Plan Sponsor be deemed the agent of The Prudential Insurance Company of America, absent a written authorization of such status executed between the Employer/Policyholder/Plan Sponsor and The Prudential Insurance Company of America. Nothing in these documents shall, of themselves, be deemed to be such a written authorization.

Allocation of Contributions

The insurance benefit coverages described in this Booklet are being offered to you under a single ERISA plan. Coverages described as non-contributory or as being paid entirely by the Employer/Policyholder/Plan Sponsor (if any) are those paid for directly by the Employer/Policyholder/Plan Sponsor such that you have no out of pocket expense for such coverages. However, the premium rate that the Employer/Policyholder/Plan Sponsor pays for insurance coverage offered to you under the Plan may be determined, or in some cases, reduced, in part, based on your contributions for other coverages or other benefits offered under the Plan. When this occurs, your contributions for one benefit coverage may cover some or all of the costs or plan expenses for another benefit coverage offered to you under the Plan.

Loss of Benefits

You must continue to be a member of a class of eligible employees or beneficiaries to which the plan pertains and continue to make any contributions or payments that are due, including those you agreed to when you enrolled for coverage. Failure to make required contributions may result in partial or total loss of your benefits.

Plan Sponsor May Amend or Terminate the Plan at any Time

It is intended that this plan will be continued for an indefinite period of time. But, the Plan Sponsor reserves the right to change or terminate the plan at any time. This Booklet elsewhere describes your rights upon termination of the plan.

Claim Procedures

1. Determination of Benefits

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

If your claim for benefits is denied, in whole or in part, you or your authorized representative will receive a written notice from Prudential of your denial. The notice will include:

(a) the specific reason(s) for the denial, which will include a discussion of the decision describing, if applicable, the basis for disagreeing with or not following (i) the views of healthcare professionals treating you and vocational experts who evaluated you, (ii) the views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, and (iii) an award of Social Security Administration disability benefits,

(b) references to the specific plan provisions on which the benefit determination was based,

(c) a description of any additional material or information necessary for you to perfect a claim and an explanation of why such information is necessary,

(d) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits,

(e) a description of Prudential's appeals procedures and applicable time limits, including a statement of your right to bring a civil action under section 502(a) of ERISA following your appeals,

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

(g) copies of any internal rules, guidelines, protocols, standards or other similar criteria relied upon in making this determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist.

2. Appeals of Adverse Determination

If your claim for benefits is denied, you or your representative may appeal your denied claim in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. Similarly, if Prudential does not decide your claim within the time described in Section 1 above, you may appeal, although you are not required to do so. You may submit with your appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

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

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

Prudential will provide you, free of charge and prior to any adverse decision on appeal, with any new or additional evidence that is considered by Prudential in connection with the claim (including evidence that may be the basis for denial as well as any evidence that may support granting the claim), and any new or additional rationale that will form the basis for the Prudential's decision on appeal. Any such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination must be provided in order to give you a reasonable opportunity to respond prior to that date.

If the appeal is denied in whole or in part, you will receive a written notification from Prudential of the denial. The notice will include:

(a) the specific reason(s) for the adverse determination, which will include a discussion of the decision describing, if applicable, the basis for disagreeing with or not following (i) the views of healthcare professionals treating you and vocational experts who evaluated you, (ii) the views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, and (iii) an award of Social Security Administration disability benefits,

(b) references to the specific plan provisions on which the determination was based,

(c) a statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request,

(d) a description of Prudential's review procedures and applicable time limits,

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

(f) copies of any internal rules, guidelines, protocols, standards or other similar criteria relied upon in making this determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist, and

(g) a statement describing any appeals procedures offered by the plan, and your right to bring a civil suit under ERISA.

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

If the appeal of your benefit claim is denied, you or your representative may make a second, voluntary appeal of your denial in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. Similarly, if Prudential does not decide your appeal within the time described in Section 1 above, you may appeal again, although you are not required to do so. You may submit with your second appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

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

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

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

Time Limit To File Suit

If your claim for benefits and any required appeals are denied (or not decided within the time periods discussed above), you may file suit as discussed below. If you elect to file suit, you should do so as soon as possible. However, you must file suit no later than three years after proof of your claim was first due as explained elsewhere in this Booklet, regardless of whether your claim is still pending in the claim or appeal process.

Rights and Protections

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

Receive Information about Your Plan and Benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies.

- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you a fine that accrues on a daily basis (based on amounts set by the Department of Labor) from the time the materials were due to you until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal

court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the 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.