

## **FDM Group, Inc.**

***All Employees***

**Accidental Death and  
Dismemberment Coverage**

**Basic and Optional Plans**



# Disclosure Notice

## FOR ARKANSAS RESIDENTS

Prudential's Customer Service Office:

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

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

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

## FOR FLORIDA RESIDENTS

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

## FOR IDAHO RESIDENTS

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

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

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

## **FOR INDIANA RESIDENTS**

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

**The Prudential Insurance Company of America  
(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](http://www.in.gov/idoi).

## **FOR MARYLAND RESIDENTS**

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

## **FOR NORTH CAROLINA RESIDENTS**

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

## **FOR 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](mailto: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](mailto: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

# 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, this Booklet and 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.

**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](http://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 71438.**

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

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# Schedule of Benefits

**Covered Classes:** The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All Employees.

**Program Date:** January 1, 2023. 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 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 under Group Contract G-71438-NY

## 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 under Group Contract G-71438-NY

### BENEFIT AMOUNTS UNDER DEPENDENTS INSURANCE:

You may enroll your Qualified Dependents for the plan below. If you may choose the amount of insurance, the amount 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 under Group Contract G-71438-NY |
| On each of your covered children:           | An amount equal to the amount for which your child is insured under the Optional Dependents Term Life Coverage under Group Contract G-71438-NY                      |

## OTHER INFORMATION

**Contract Holder:** FDM GROUP, INC.

**Group Contract No.:** G-71438-NY

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

**Contract Anniversary:** January 1 of each year, beginning in 2024.

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

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.

**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.

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The coverage described in this Booklet provides only ACCIDENT coverage. It does NOT provide basic hospital, basic medical, or major medical insurance as defined by the New York State Department of Financial Services.

IMPORTANT NOTICE - THE COVERAGE DESCRIBED IN THIS BOOKLET DOES NOT PROVIDE COVERAGE FOR SICKNESS.

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# 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 30 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:**

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

Your Spouse means your lawful Spouse.

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

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

Where requested by Prudential, you and/or your Domestic Partner certify that all of the above requirements are satisfied. Such certification shall be in a format satisfactory to Prudential.

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 and Domestic Partner's 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 was your newborn child.

#### **Exceptions:**

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

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

**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
- 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.

## 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 the person for Dependents Insurance under the Coverage, if the Coverage is Contributory.
- The person is your Qualified Dependent.
- You are in a Covered Class for that insurance.
- You are insured for Employee Insurance under the Accidental Death and Dismemberment Coverage of the Group Contract, if any.
- Dependents Insurance under that Coverage is part of the Group Contract.

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

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

**Change in Family Status:** It is important that you inform the Employer promptly when you first acquire or lose a Qualified Dependent, and when you no longer have a Qualified Dependent. 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 increase in your insurance that is subject to this section. If you do not meet the Active Work Requirement on the day that an increase would take effect, it will take effect on the day you meet that requirement.

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# Basic Accidental Death and Dismemberment Coverage

## FOR YOU ONLY

This Coverage pays benefits for Accidental Loss. Accidental Loss is defined below and must result directly from an Accidental Injury and no other cause. Accidental Injury means physical harm or damage to the body that is a direct result of an Accident and is not related to any other cause. Accident means an act or event which: (i) is unforeseen, unexpected and unanticipated; (ii) is definite as to time and place; (iii) is not a Sickness; and (iv) occurs while you are a Covered Person.

### A. DEFINITIONS OF ACCIDENTAL LOSS.

Accidental 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) permanent loss of arm or leg by severance at or above the elbow or the knee;
- (6) permanent loss of hand or foot by severance at or above the wrist or ankle;
- (7) permanent loss of thumb and index finger of the same hand or permanent loss of four fingers on the same hand by severance at or above the point at which they are attached to the hand;
- (8) permanent loss of all toes on the same foot or the big toe by severance at or above the point at which they are attached to the foot;
- (9) loss due to Quadriplegia, Triplegia, Paraplegia, Hemiplegia or Uniplegia
- (10) Loss of Use of a hand, foot, arm or leg;
- (11) loss due to Coma, which continues for 3 months;

Loss of Sight means total and permanent loss of sight. Corrected visual acuity must be 20/200 or worse or the field of vision must be less than 20 degrees.

Loss of Speech means total and permanent loss of speech that continues for at least 12 consecutive months following the Covered Accident.

Loss of Hearing means a hearing loss of greater than 70 decibels at all frequencies or there is less than 50% speech discrimination at 70 decibels on an audiogram.

Quadriplegia means the total and permanent paralysis of both upper and both lower limbs.

Paraplegia means the total and permanent paralysis of both lower limbs.

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

Triplegia means the total and permanent paralysis of three limbs.

Uniplegia means the total and permanent paralysis of one limb.

Loss of Use means total and permanent loss of function.

Coma means a persistent vegetative state in which there is no response to external stimuli as determined by the person's Doctor.

## B. BENEFITS.

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

- (1) You sustain an Accidental Injury while a Covered Person.
- (2) The Accidental Loss results directly from that Accidental Injury and from no other cause.
- (3) You suffer the Accidental Loss within 365 days after the accident.

For the purposes of the Coverage:

- (1) Exposure to the Elements will be considered an accidental bodily Injury. Exposure to the Elements means exposure to severe hot or cold weather that results in actual significant physical injury including sun stroke, heat stroke and frostbite.
- (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 Accidental Losses are covered. See Losses Not Covered below.

**Benefit Amount Payable:** The amount payable depends on the type of Accidental Loss as shown below. All benefits are subject to the Limits below.

Percent of Your  
Amount of Insurance

Accidental Loss of or by Reason of:

|                                      |     |
|--------------------------------------|-----|
| 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  |
| One Arm .....                        | 75  |

|   |    |
|---|----|
| One Leg.....  | 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 (permanent loss)..... | 25 |
| Four Fingers of the Same Hand (permanent loss) .....          | 25 |
| Hearing in One Ear.....                                       | 25 |
| Loss of Use .....   | 25 |
| All Toes on One Foot (permanent loss).....                    | 13 |
| Big Toe (permanent loss) .....                                | 5  |
| Coma, which continues for 3 months .....                      | 25 |

#### **Limits Per Accident:**

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

#### **C. LOSSES NOT COVERED.**

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

- (1) Suicide or attempted suicide.
- (2) Intentionally self-inflicted Injuries.
- (3) Participation in any riot or insurrection.
- (4) War, or any act of war. War means declared or undeclared war. Terrorism is not considered an act of war.

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

- (5) 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.
- (6) Participation in a felony.
- (7) Aviation (including getting in, out, on or off any vehicle used for aerial navigation), This does not include an Accidental Loss if:
  - (a) it results from aviation as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline, or
  - (b) 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.

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

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The Claim Rules apply to the payment of the benefits.

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# Additional Benefits under Basic Accidental Death and Dismemberment Coverage

## FOR YOU ONLY

### A. ADDITIONAL BENEFITS RELATED TO LOSSES.

If a benefit is payable under the Coverage for a Loss an additional benefit may be payable. Any such benefit is payable in addition to any other benefit payable under this Coverage. The additional amount payable for each additional benefit and 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 you sustain the Accidental 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).

**Accidental Losses Not Covered under this Additional Benefit:** An Accidental 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, or for acrobatic or stunt driving, as a professional.

**Additional Amount Payable under this Additional Benefit:** 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.

**(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 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.

**Accidental Losses Not Covered under this Additional Benefit:** An Accidental 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, or for acrobatic or stunt driving, as a professional.

**Additional Amount Payable under this Additional Benefit:** An amount equal to the lesser of:

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

**(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.

**Additional Amount Payable under this Additional Benefit:** 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.

**(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:

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

- (b) is a high school student 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.

**Additional Amount Payable under this Additional Benefit:** 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) \$10,000.

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.

**(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 enrolled at a Child Care Center on the date of your death; or
- (b) becomes enrolled at a Child Care Center within 365 days after the date of your death.

Proof of enrollment must be given to Prudential.

**Additional Amount Payable under this Additional Benefit:** 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) \$5,000.

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

If there is no dependent child eligible for this benefit, a benefit of \$500 will be paid.

**(6) Additional Benefit for Parental Care:**

This additional benefit for parental care only applies if you suffer a loss of life.

This additional benefit is payable for each of your or your dependent Spouse's or Domestic Partner's parents who:

- (a) is dependent on you for more than 50% of the cost of: (i) residing in a nursing care facility; (ii) home health care; or (iii) enrollment in a day care program; or
- (b) resides in your home.

Proof of dependency must be given to Prudential.

**Additional Amount Payable under this Additional Benefit:** An amount equal to the lesser of:

- (a) 5% of your Amount of Insurance; and
- (b) \$10,000.

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

This additional benefit only applies if you require Bereavement and Trauma Counseling Sessions because you suffer an Accidental Loss. It is payable for Bereavement and Trauma Counseling Sessions that are held within one year after the date of the Accident causing the Accidental Loss.

**Additional Amount Payable under this Additional Benefit:** An amount equal to the lesser of:

- (1) the actual cost charged for counseling sessions; and
- (2) \$100.

This benefit is payable for up to 12 sessions.

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# Optional Accidental Death and Dismemberment Coverage

## FOR YOU AND YOUR DEPENDENTS

This Coverage pays benefits for Accidental Loss. Accidental Loss is defined below and must result directly from an Accidental Injury and no other cause. Accidental Injury means physical harm or damage to the body that is a direct result of an Accident and is not related to any other cause. Accident means an act or event which: (i) is unforeseen, unexpected and unanticipated; (ii) is definite as to time and place; (iii) is not a Sickness; and (iv) occurs while the person is a Covered Person.

### A. DEFINITIONS OF ACCIDENTAL LOSS.

Accidental 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) permanent loss of arm or leg by severance at or above the elbow or the knee;
- (6) permanent loss of hand or foot by severance at or above the wrist or ankle;
- (7) permanent loss of thumb and index finger of the same hand or permanent loss of four fingers on the same hand by severance at or above the point at which they are attached to the hand;
- (8) permanent loss of all toes on the same foot or the big toe by severance at or above the point at which they are attached to the foot;
- (9) loss due to Quadriplegia, Triplegia, Paraplegia, Hemiplegia or Uniplegia.
- (10) Loss of Use of a hand, foot, arm or leg;
- (11) loss due to Coma, which continues for 3 months;

Loss of Sight means total and permanent loss of sight. Corrected visual acuity must be 20/200 or worse or the field of vision must be less than 20 degrees.

Loss of Speech means total and permanent loss of speech that continues for at least 12 consecutive months following the Covered Accident.

Loss of Hearing means a hearing loss of greater than 70 decibels at all frequencies or there is less than 50% speech discrimination at 70 decibels on an audiogram.

Quadriplegia means the total and permanent paralysis of both upper and both lower limbs.

Paraplegia means the total and permanent paralysis of both lower limbs.

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

Triplegia means the total and permanent paralysis of three limbs.

Uniplegia means the total and permanent paralysis of one limb.

Loss of Use means total and permanent loss of function.

Coma means a persistent vegetative state in which there is no response to external stimuli as determined by the person's Doctor.

## B. BENEFITS.

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

- (1) The person sustains an Accidental Injury while a Covered Person.
- (2) The Accidental Loss results directly from that Accidental Injury and from no other cause.
- (3) You suffer the Accidental Loss within 365 days after the accident.

For the purposes of the Coverage:

- (1) Exposure to the Elements will be considered an accidental bodily Injury. Exposure to the Elements means exposure to severe hot or cold weather that results in actual significant physical injury including sun stroke, heat stroke and frostbite.
- (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 Accidental Losses are covered. See Losses Not Covered below.

**Benefit Amount Payable:** The amount payable depends on the type of Accidental Loss as shown below. All benefits are subject to the Limits below.

Percent of the Person's

Amount of Insurance

Accidental Loss of or by Reason of:

|                                      |     |
|--------------------------------------|-----|
| 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  |

|   |    |
|---|----|
| One Arm .....   | 75 |
| One Leg.....  | 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 (permanent loss)..... | 25 |
| Four Fingers of the Same Hand (permanent loss) .....          | 25 |
| All Toes on One Foot (permanent loss) .....                   | 25 |
| Big Toe (permanent loss) .....                                | 13 |
| Coma, which continues for 3 months.....                       | 25 |

#### **Limits Per Accident:**

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

### **C. LOSSES NOT COVERED.**

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

- (1) Suicide or attempted suicide.
- (2) Intentionally self-inflicted Injuries.
- (3) Participation in any riot or insurrection.
- (4) War, or any act of war. War means declared or undeclared war. Terrorism is not considered an act of war.

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

- (5) 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.
- (6) Participation in a felony.
- (7) Aviation (including getting in, out, on or off any vehicle used for aerial navigation), This does not include an Accidental Loss if:
  - (a) it results from aviation as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline, or
  - (b) 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.

- (8) Being legally intoxicated or under the influence of any narcotic unless administered or consumed on the advice of a Doctor.
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The Claim Rules apply to the payment of the benefits.

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# Additional Benefits under Optional Accidental Death and Dismemberment Coverage

## FOR YOU AND YOUR DEPENDENTS

### A. ADDITIONAL BENEFITS RELATED TO LOSSES.

If a benefit is payable under the Coverage for a Loss an additional benefit may be payable. Any such benefit is payable in addition to any other benefit payable under this Coverage. The additional amount payable for each additional benefit and 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 the person sustains Accidental 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).

**Accidental Losses Not Covered under this Additional Benefit:** An Accidental 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, as a professional.

**Additional Amount Payable under this Additional Benefit:** 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.

**(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.

**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, or for acrobatic or stunt driving, or for any illegal purpose.

**Additional Amount Payable under this Additional Benefit:** An amount equal to the lesser of:

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

**(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.

**Additional Amount Payable under this Additional Benefit:** 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.

**(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:

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

**Additional Amount Payable under this Additional Benefit:** 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) \$10,000.

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.

**(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 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 enrolled at a Child Care Center on the date of death; or
- (b) becomes enrolled at a Child Care Center within 365 days after the date of death.

Proof of enrollment must be given to Prudential.

**Additional Amount Payable under this Additional Benefit:** 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) \$5,000.

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

If there is no dependent child eligible for this benefit, a benefit of \$500 will be paid.

**(6) Additional Benefit for Parental Care:**

This additional benefit for parental care only applies if you suffer a loss of life.

This additional benefit is payable for each of your or your dependent Spouse's or Domestic Partner's parents who:

- (a) is dependent on you for more than 50% of the cost of: (i) residing in a nursing care facility; (ii) home health care; or (iii) enrollment in a day care program; or
- (b) resides in your home.

Proof of dependency must be given to Prudential.

**Additional Amount Payable under this Additional Benefit:** An amount equal to the lesser of:

- (a) 5% of your Amount of Insurance; and
- (b) \$10,000.

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

This additional benefit only applies if the Covered Person requires Bereavement and Trauma Counseling Sessions because you, your Qualified Dependent Spouse or Domestic Partner or your Qualified Dependent child suffer an Accidental Loss. It is payable for Bereavement and Trauma Counseling Sessions that are held within one year after the date of the Accident causing the Accidental Loss.

**Additional Amount Payable under this Additional Benefit:** An amount equal to the lesser of:

- (1) the actual cost charged for counseling sessions; and
- (2) \$100.

This benefit is payable for up to 12 sessions per person.

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# 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 or replaced by an organization sanctioned by the Automobile's manufacturer; and (3) is not altered after that installation or replacement.

**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, licensed psychologist or other medical professional acting within the scope of the license to assist in coping with the Accidental Loss and 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.

**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 or replaced by an organization sanctioned by the Automobile's manufacturer; and is not altered or replaced after that installation; or (2) federally approved, properly installed child safety seat.

**Tuition:** The charge or fee for instruction, as at a private school, trade school or a college or university. Tuition does not include fees or charges other than for instruction.

# 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 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 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 45 days.
- (2) You are less than age 80.
- (3) Your Amount of Insurance is at least \$20,000 under the Accidental Death and Dismemberment Coverage on the day your insurance ends.

## PORABILITY APPLICATION PERIOD

You have the right to apply for coverage under the Portability Plan during the Portability Application Period.

The Portability Application Period is the 45 day period after your Accidental Death and Dismemberment Coverage ends.

## 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.

**First Premium:** The first premium is due to Prudential by the later of the end of the Portability Application Period and 31 days from receipt of the first bill.

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

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# 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 45 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 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) 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
- (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 Accidental Death and Dismemberment Coverage on that Spouse or Domestic Partner ends.

## **PORABILITY 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.

The Portability Application Period is the 45 day period after the Accidental Death and Dismemberment Coverage with respect to the dependent ends.

## **TERMS AND CONDITIONS OF THE PORABILITY 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. For each dependent, the maximum amount of accident 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 by the later of the end of the Portability Application Period and 31 days from receipt of the first bill.

**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, if there is an assignment, these rules are modified by the Limits on Assignments section.

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

You have the right to choose a Beneficiary.

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 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.

## **LIMITS ON ASSIGNMENTS**

You may assign your insurance under a Coverage. Any rights, benefits or privileges that you have as an Employee may be assigned without restriction. 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 your 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.

## **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.

**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:** This is the gross amount of money paid to you by the Employer in cash for performing the duties required of your job. Bonuses, overtime pay, Earnings for more than 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.

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

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

**You:** An Employee.

## CLAIM RULES

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

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

**Proof of Loss:** Prudential must be given written proof of the loss including any requested documentation, such as a death certificate, for which claim is made under the Coverage. This proof must cover the occurrence, character and extent of that loss. A claim form will be furnished for submitting proof of loss. But, if you are not given a claim form within 15 working days after providing notice of claim, you must still submit the proof of loss.

Proof of loss must be furnished within 120 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 120 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 including any requested documentation, such as a death certificate. 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.

**To Whom Payable:** 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, if your Spouse or Domestic Partner is not living.
- (2) Benefits for Tuition reimbursement for your child or child care expenses will be paid to the person or institution appearing to Prudential to have assumed the main support of your dependent children.
- (3) Benefits for parental care expenses will be paid to the person or institution appearing to Prudential to have assumed their main care and support.
- (4) Benefits for any other of your Accidental 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.)  
If you and a Beneficiary die in the same event and it cannot be determined who died first, benefits will be payable as if that Beneficiary died before you.
- (5) If you are not living, benefits for a dependent's Accidental Losses are payable to your Spouse or Domestic Partner if your Spouse or Domestic Partner is living. If neither you nor your Spouse or Domestic Partner is living, then:

- (a) benefits for a Spouse's or Domestic Partner's Accidental Losses will be paid to your Spouse's or Domestic Partner's estate.
- (b) benefits for any other dependents Accidental Losses will be paid to the dependent who suffered the Accidental Loss. If that dependent is not living, the benefits will be paid to that dependent's estate.

**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 instrument signed by the person; and
    - (b) A copy of that instrument 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.
-

# 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:

- You are no longer in the Covered Classes for the insurance because your employment ends (see below) or because your class changes.
- Your class is removed from the Covered Classes for the insurance.
- 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 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.

## **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**

FDM Group, Inc. Accident Insurance Plan

**Plan Number**

501

**Type of Plan**

Employee Welfare Benefit Plan

**Plan Sponsor**

FDM Group, Inc.  
199 Water St.  
Suite 34-105

New York, New York 10038

**Employer Identification Number**

52-2077830

**Plan Administrator**

FDM Group, Inc.  
Attention: Human Resources Department  
199 Water St.  
Suite 34-105

New York, New York 10038

**Agent for Service of Legal Process**

FDM Group, Inc.  
Attention: Human Resources Department  
199 Water St.  
Suite 34-105

New York, New York 10038

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 45<sup>th</sup> 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 45<sup>th</sup> 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 45<sup>th</sup> 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.

