# Recreation and Welfare Association of National Institutes of Health

**Critical Illness Coverage** 



## NOTICE FOR TEXAS RESIDENTS

## Have a complaint or need help?

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

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

### The Prudential Insurance Company of America

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

Call: Prudential Life Claim Division

Toll-free: 1-800-524-0542

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

#### The Texas Department of Insurance

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

Call with a question: 1-800-252-3439 File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

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

## ¿Tiene una queja o necesita ayuda?

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

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

### The Prudential Insurance Company of America

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

Llame a: Prudential Life Claim Division Teléfono gratuito: 1-800-524-0542

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

### El Departamento de Seguros de Texas

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

Llame con sus preguntas al: 1-800-252-3439 Presente u na queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

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

## **Disclosure Notice**

#### FOR ARKANSAS RESIDENTS

Prudential's Customer Service Office:

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

Telephone: 1-844-455-1002

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

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

#### FOR ARIZONA RESIDENTS

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

#### FOR CALIFORNIA RESIDENTS

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

#### FOR COLORADO RESIDENTS

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

#### FOR FLORIDA RESIDENTS

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

#### FOR IDAHO RESIDENTS

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

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

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

#### FOR INDIANA RESIDENTS

Questions regarding your policy or coverage should be directed to:

The Prudential Insurance Company of America 1-844-455-1002

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 <a href="www.in.gov/idoi.">www.in.gov/idoi.</a>

#### FOR MARYLAND RESIDENTS

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

#### FOR NORTH CAROLINA RESIDENTS

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

#### FOR NEW MEXICO RESIDENTS

NOTICE TO CONSUMER: This is a limited benefits health plan. The benefits provided are supplemental to, and not a substitute for, major medical coverage, even in combination with other limited benefits plans. To apply for an individual or small-group major medical plan, please visit the website of the New Mexico Health Insurance Exchange at <a href="https://www.bewellnm.com">www.bewellnm.com</a> or call 1-833-862-3935 (TTY: 711).

#### FOR NEVADA RESIDENTS

THIS CRITICAL ILLNESS COVERAGE IS NOT COMPREHENSIVE HEALTH INSURANCE COVERAGE (OFTEN REFERRED TO AS "MAJOR MEDICAL COVERAGE").

IT DOES NOT SATISFY THE INDIVIDUAL MANDATE OF THE AFFORDABLE CARE ACT. IT DOES NOT MEET THE REQUIREMENTS OF MINIMUM ESSENTIAL COVERAGE AS DEFINED IN FEDERAL LAW.

#### FOR OKLAHOMA RESIDENTS

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

#### FOR TEXAS RESIDENTS

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

#### FOR WISCONSIN RESIDENTS

#### KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

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

Customer Services address: Voluntary Benefit Services P.O. Box 696035 San Antonio, TX 78269-6035 1-844-455-1002

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 <a href="http://oci.wi.gov/">http://oci.wi.gov/</a>, or by contacting:

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

#### THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

# Certificate of Coverage

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

Insured Member: You are eligible to become insured under the Group Contract if you are in the Covered Classes of the Group Insurance Certificate's Schedule of Benefits and meet the requirements in the Group Insurance Certificate's Who is Eligible section. The When You Become Insured section of the Group Insurance Certificate 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.

Coverage and Amounts: The available Coverage and the amounts of insurance are described in the Group Insurance Certificate.

If You are insured, this document is Your Group Insurance Certificate. It replaces any older Group Insurance Certificates issued to You for the Coverages in the Group Insurance Certificate's Schedule of Benefits. All Benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate.

**Renewability.** The Group Insurance Certificate is guaranteed renewable. We will not change any provision of the Group Insurance Certificate except that We may change premium rates by class for all those insured under this form in Your state. In lieu of changing premium rates, We may change Definitions for all those insured under this form in Your state. Any rate change or Definitions change would first be approved by appropriate governing authority in the state.

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

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

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

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

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

The Group Contract provides critical illness Coverage ONLY.

## **Limited Benefit, Please Read Carefully**

## **VOLUNTARY CRITICAL ILLNESS COVERAGE**

# Welcome Message

We are pleased to present You with this Group Insurance Certificate. 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 Group Insurance Certificate carefully. If You have any questions about the Program, we will be happy to answer them.

**IMPORTANT NOTICE:** This is Your Group Insurance Certificate. It is an important document and should be kept in a safe place.

#### 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** VCRI1.

If You are unable to access this website, want to receive a printed copy of these requirements or have any questions, call Prudential at 1-844-455-1002.

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## Schedule of Benefits

**Covered Classes:** All Full-time Active Members up to age 80 scheduled to work at least 20 hours per week and are citizens or legal residents of the United States of America, its territories and protectors; excluding temporary, leased or seasonal employees.

**Program Date:** October 1, 2023. This Group Insurance Certificate describes the benefits under the Group Program as of the Program Date.

- This document is your Group Insurance Certificate. The Coverage in this Group Insurance
  Certificate is insured under a Group Contract issued by Prudential. All benefits are subject in
  every way to the entire Group Contract which includes the Group Insurance Certificate. It alone
  forms the agreement under which payment of insurance is made.
- The Contract Holder expects to continue the Group Program indefinitely. But the Contract
  Holder reserves the right to change or end it at any time. This would change or end the terms of
  the Group Program in effect at that time for active Members.

This Group Insurance Certificate describes all of the options available under the Group Contract.

#### CRITICAL ILLNESS COVERAGE FOR YOU AND YOUR DEPENDENTS

This Coverage pays benefits for Critical Illnesses. Some Critical Illnesses are not covered or are limited. The items below are only highlights of Your coverage. For a full description please read this entire Group Insurance Certificate.

Benefits for a Critical Illness are payable only if the person is diagnosed by a Doctor with the Critical Illness while a Covered Person.

Not all such Critical Illnesses are covered. See the Exclusions section.

**First Occurrence Benefit Amount Payable:** The amount payable for the First Occurrence of a Critical Illness depends on the type of Critical Illness as shown below. Benefits are subject to the Lifetime Maximum Benefit as described below.

Percent of the Person's Amount of Insurance or Benefit Amount Payable

#### **Critical Illness:**

Amyotrophic Lateral Sclerosis (ALS) (Lou Gehrig's Disease)	100%
Autism	100%
Benign Brain Tumor	100%
Blindness	100%
Cancer - Invasive	100%
Cerebral Palsy	100%
Cleft Lip or Cleft Palate	100%
Coma	
Congenital Heart Disease	100%

Cystic Fibrosis	100%
Deafness	100%
Down Syndrome	100%
Gaucher Disease Type 2 or Type 3	100%
Glycogen Storage Disease (type 4)	100%
Heart Attack or Sudden Cardiac Arrest	
Infantile Tay Sachs Disease	100%
Loss of Speech	100%
Major Organ Failure	100%
Multiple Sclerosis	100%
Muscular Dystrophy	100%
Niemann Pick Disease	100%
Paralysis of Limbs	100%
Parkinson's Disease	100%
Pompe Disease	100%
Renal (Kidney) Failure	100%
Severe Coronary Artery Disease	100%
Sickle Cell Anemia	100%
Stroke	100%
Zellweger Syndrome	100%
	0.50/
Cancer - Noninvasive	
Coronary Artery Bypass Graft	
Crohn's Disease	
Ruptured Brain Aneurysm	25%
Cancer - Skin Cancer	\$250
Cancer - Skin Cancer	\$250

Recurrence Benefit Amount Payable for Critical Illness other than Skin Cancer: The amount payable for a Recurrence of a Critical Illness other than Skin Cancer is 100% of the amount paid to the person for the First Occurrence of the Critical Illness.

Recurrence of a Critical Illness other than Skin Cancer means:

- (1) a person is positively diagnosed by a Doctor as having an additional occurrence or recurrence of a Critical Illness other than Skin Cancer for which a benefit was paid under this Coverage; and
- (2) the date of the diagnosis of the additional occurrence or recurrence is more than 180 days after the date of the last medical treatment for the previous occurrence.

**Recurrence Benefit Amount Payable for Skin Cancer:** The amount payable for a Recurrence of Skin Cancer is \$250, subject to the Annual Limit for Skin Cancer.

Recurrence of Skin Cancer means a person is positively diagnosed by a Doctor as having an additional occurrence or recurrence of Skin Cancer for which a benefit was paid under this Coverage.

Annual Limit for Skin Cancer: \$250 per Calendar Year for each Covered Person

**Lifetime Maximum Benefit for all Critical Illnesses:** No more than the Lifetime Maximum Benefit will be paid for all of a Covered Person's Critical Illnesses.

Critical Illness benefits that do not contribute to the Lifetime Maximum Benefit and are not subject to the Lifetime Maximum Benefit include:

- Lodging
- Second Opinion
- Transportation

The Lifetime Maximum Benefit for a Covered Person is 500% of the person's Amount of Insurance.

#### **BENEFIT AMOUNTS FOR YOU:**

The amount of insurance is the amount for Your Benefit Class. You may enroll 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 Plan Administrator and reported to Prudential.

#### **Amount of Insurance For Each Benefit Class:**

Benefit Classes	Amount of Insurance
All Members	Any multiple of \$10,000.
	Minimum Amount: \$10,000.
	Maximum Amount: \$30,000.

#### Your Claims Incurred During Continuation Eligibility Period

A claim may be payable under this Section if:

- (1) the claim is incurred within 31 days after You cease to be a Covered Person; and
- (2) You are entitled (under the "When Your Insurance Ends" Section) to continue Your Coverage; and
- (3) the claim qualifies for payment based on the provisions defined within this Group Insurance Certificate

The amount of any benefit payable is equal to the amount of the benefit that would have been payable as a member of the active class. It is payable even if You did not elect to continue Your Coverage. It is payable when Prudential receives written proof of claim in addition to any required substantiating documentation that demonstrates that the claim qualifies for payment based on the definitions, requirements, and exclusions outlined in this Group Insurance Certificate.

#### BENEFIT AMOUNTS FOR YOUR DEPENDENTS:

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 Plan Administrator and reported to Prudential.

Your Benefit Class is determined by the classification of Your Qualified Dependents and the amount for which You enroll as shown in this table.

Qualified Dependents Classification	Amount of Insurance*
Your Spouse, Civil Union Partner or Domestic Partner	Any multiple of \$10,000
	Maximum Amount: \$30,000
Your children	Any multiple of \$2,500 Maximum Amount: \$7,500

<sup>\*</sup>The Amount of Insurance on Your Qualified Dependent Spouse, Civil Union Partner or Domestic Partner will not exceed 100% of the amount for which You are insured under the Critical Illness Coverage. The Amount of Insurance on each of Your Qualified Dependent Children will not exceed 25% of the amount for which You are insured under the Critical Illness Coverage.

# ADDITIONAL BENEFIT AMOUNTS FOR YOU AND YOUR DEPENDENTS UNDER THE CRITICAL ILLNESS COVERAGE

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

**Infectious Disease Benefit Amount Payable:** The additional amount payable is 25% of the Amount of Insurance on the First Occurrence. Amount payable for a Recurrence for an Infectious Diseases is 10% of the Amount of Insurance.

**Infectious Disease Benefit Limit:** The Infectious Disease benefit is payable for a Covered Person who is confined to a Hospital for 5 consecutive days.

Lodging Benefit Amount Payable: \$100 per day.

**Lodging Benefit Annual Limit:** The Lodging Benefit is limited to 60 days per Calendar Year for each Covered Person receiving treatment for a Critical Illness or to have a critical procedure during that visit.

**Second Opinion Benefit Amount Payable: \$500** 

**Second Opinion Benefit Annual Limit:** The Second Opinion Benefit is payable 1 time per calendar year.

**Second Opinion Benefit Lifetime Limit:** This benefit is payable no more than 3 times per Covered Person's lifetime.

**Transportation Benefit Amount Payable:** The Transportation Benefit is payable \$0.50 per mile.

**Transportation Benefit Annual Limit:** The Transportation Benefit is limited to 1 benefit payments per Covered Person, per Critical Illness.

2 times per Covered Person per Calendar Year for each Covered Person receiving treatment for a Critical Illness or to have a critical procedure during that visit.

#### TO WHOM PAYABLE:

Critical Illness benefits are payable to You with these exceptions:

- (1) If You are not living, benefits that are unpaid at Your death will be payable to the first of the following: Your (a) surviving Spouse, Civil Union Partner or Domestic Partner; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) estate.
- (2) If You have assigned the insurance, benefits will be paid to the assignee. (See the Limits on Assignments section.)

#### OTHER INFORMATION

Contract Holder: RECREATION AND WELFARE ASSOCIATION OF NATIONAL INSTITUTES OF

HEALTH

**Group Contract No.:** GC-71710-DC

**Cost of Insurance**: The insurance in this Group Insurance Certificate is Contributory Insurance. You will be informed of the amount of Your contribution when You enroll.

#### Prudential's Address:

The Prudential Insurance Company of America 213 Washington Street Newark, New Jersey 07102

#### WHEN YOU HAVE A CLAIM

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

If You do not have a claim form, contact Your Plan Administrator.

## **General Definitions**

#### FOR YOU AND YOUR DEPENDENTS

Some of the terms used in the Coverage:

**Active Work Requirement:** A requirement that you be working in your customary manner at your regular occupation or profession or performing the substantial and material duties of your occupation or profession.

Calendar Year: A year starting January 1.

**Child/Children/Incapacitated Children:** Please see the "Who is Eligible to Become Insured" section of this Group Insurance Certificate.

**Contract Holder:** The Association to whom the Group Contract is issued.

**Contributory Insurance:** Contributory Insurance is insurance for which the Contract Holder has the right to require your contributions.

**Coverage:** A part of the Group Insurance Certificate 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 Condition: A Critical Illness.

**Covered Person:** A Member who is insured under the Coverage; a Qualified Dependent for whom A Member is insured, if any, under the Coverage.

**Critical Illness**: A condition or treatments listed in the Schedule for which a benefit is payable as described in this Group Insurance Certificate.

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

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

**Member:** A person who is an active dues paying member in good standing of the Association. The term also applies to that person for any rights after insurance ends.

**Member** Insurance: Insurance on the person of a Member.

**First Occurrence:** The first time the person is diagnosed with the Critical Illness while a Covered Person.

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

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

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

**Injury**: Injury to the body of a Covered Person.

**Premium:** The amount that You are required to pay for Your insurance.

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

Sickness: Any disorder of the body or mind of a Covered Person, but not an Injury.

We, Us: The Prudential Insurance Company of America.

You, Your, Yours: A Member.

## **Benefit Definitions**

#### FOR YOU AND YOUR DEPENDENTS

This Coverage pays benefits for certain Critical Illnesses.

**Amyotrophic Lateral Sclerosis (ALS) (Lou Gehrig's Disease):** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with ALS. ALS means a progressive motor neuron disease that results in permanent clinical impairment of motor function. Medical evidence of a definite diagnosis of ALS by a Doctor is required as proof of claim.

**Autism:** Prudential will pay the amount shown in the Schedule of Benefits if a Dependent Child is first Diagnosed with Autism Spectrum Syndrome and if the Date of Diagnosis is while this Group Insurance Certificate is in force. No benefit is payable if the DSM-5 severity level is less than Level 1. If there are multiple DSM-5 severity levels, we will pay the benefit for the highest level of severity, Limited to one benefit per Covered Person.

#### **Benefits**

Autism Spectrum Disorder

DSM-5 Severity Level 1: 100%

DSM-5 Severity Level 2: 100%

DSM-5 Severity Level 3: 100%

Autism Spectrum Syndrome is a biological based neurodevelopment disorder characterized by impairment in two major domains:

- (1) Deficits in social communication and interaction; and
- (2) Restricted repetitive patterns of behavior, interests, and activities.

A Doctor must Diagnose Autism Spectrum Syndrome based on DSM-5 diagnostic criteria. The Diagnosis must include the DSM-5 severity level specifier for both major domains listed above.

**Benign Brain Tumor:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Benign Brain Tumor. Benign Brain Tumor means a non-malignant tumor or cyst that is one centimeter or greater in size and located in the brain, cranial nerves or meninges within the skull. It does not include tumors of the pituitary gland or tumors of blood vessels known as angiomas or aneurysms. Medical evidence of a definite diagnosis of Benign Brain Tumor by a Doctor is required as proof of claim.

**Blindness:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Blindness. Blindness means permanent and irreversible loss of sight in both eyes to the extent that even when tested with the use of visual aids, vision is measured at 20/400 or worse in the better eye using a Snellen eye chart. Being legally blind may not qualify as a valid claim. Medical evidence of a definite diagnosis of Blindness by a Doctor is required as proof of claim.

**Cancer - Invasive:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Invasive Cancer. Invasive Cancer means any malignant tumor positively diagnosed with histological confirmation (either when practical or when possible) and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumor includes leukemia, lymphoma, sarcoma and multiple myeloma. The following are not Invasive Cancer:

- (1) all cancers which are histologically classified as any of the following: pre-malignant, non-invasive, cancer in situ, borderline malignancy or low potential malignancy;
- (2) all tumors of the prostate unless histologically classified as having a Gleason score of 7 or greater or having progressed to at least clinical TNM classification T2N0M0;
- (3) chronic lymphocytic leukemia unless histologically classified as having progressed to at least Rai Stage II or above;
- (4) any skin cancer other than malignant melanoma. This (4) does not apply if the skin cancer spreads to other parts of the body; or
- (5) malignant melanomas classified as T1N0M0, for which a pathology report shows maximum thickness less than or equal to 1.0 millimeters using the Breslow method of determining tumor thickness.

Medical evidence of a definite diagnosis of Invasive Cancer by a Doctor is required as proof of claim. A clinical diagnosis will be accepted whenever such diagnosis is consistent with professional medical standards.

**Cancer - Non-Invasive:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Non-Invasive Cancer. Non-Invasive Cancer means one of the following conditions that meets the TNM Staging classification and other qualifications specified below:

- (1) carcinoma in situ classified as TisN0M0, provided that surgery, radiotherapy or chemotherapy has been determined to be medically necessary by the treating Doctor who is board certified in the medical specialty that is appropriate for the type of carcinoma in situ involved;
- (2) malignant tumors classified as T1N0M0 or greater which are treated by endoscopic procedures alone;
- (3) malignant melanomas classified as T1N0M0, for which a pathology report shows maximum thickness less than or equal to 1.0 millimeters using the Breslow method of determining tumor thickness; and
- (4) tumors of the prostate classified as T1bN0M0, or T1cN0M0, provided that they are treated with a prostatectomy or radiotherapy.

Medical evidence of a definite diagnosis of Non-Invasive Cancer by a Doctor is required as proof of claim. A clinical diagnosis will be accepted whenever such diagnosis is consistent with professional medical standards.

**Cancer - Skin Cancer:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Skin Cancer. Skin Cancer means any malignancy of the skin diagnosed with histological confirmation and characterized by uncontrolled growth of malignant cells and invasion of tissue. It includes:

- (1) basal cell carcinoma; and
- (2) squamous cell carcinoma.

It does not include malignant melanoma, or any condition which may be considered pre-cancerous, such as leukoplakia; actinic keratosis; carcinoid; hyperplasia; non-malignant melanoma; moles; or similar diseases or lesions. Medical evidence of a definite diagnosis of Skin Cancer by a Doctor is required as proof of claim. A clinical diagnosis will be accepted whenever such diagnosis is consistent with professional medical standards.

**Cerebral Palsy:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Cerebral Palsy. Cerebral Palsy means a non-progressive neurological defect affecting muscle control which is characterized by spasticity and lack of co-ordination of movements. Medical evidence of a definite diagnosis of Cerebral Palsy by a Doctor is required as proof of claim.

Cleft Lip or Cleft Palate: Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Cleft Lip or Cleft Palate. Cleft Lip means a narrow opening or gap in the skin of the upper lip that extends all the way to the base of the nose, including unilateral clefting and bilateral clefting. Cleft Palate means an opening between the roof of the mouth and the nasal cavity. Medical evidence of a definite diagnosis of Cleft Lip or Cleft Palate by a Doctor before or after live birth is required as proof of claim.

**Coma:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Coma. Coma means a state of unconsciousness with no reaction to external stimuli or internal needs which requires the use of life support systems and results in permanent neurological deficit with persistent clinical symptoms continuously for at least 96 hours. It does not include:

- (1) persistent vegetative state; or
- (2) medically-induced coma. Medical evidence of a definite diagnosis of Coma by a Doctor is required as proof of claim.

Congenital Heart Defect: Prudential will pay the amount shown in the Schedule of Benefits if:

- (1) A Covered Person is diagnosed with congenital heart defect after live birth by a Doctor and before the age of , and
- (2) Their Doctor determines that surgery is recommended.

We will accept a clinical diagnosis of a Congenital Heart Defect Covered Condition only if a pathological Diagnosis cannot be made because it would be medically inappropriate or life-threatening under generally accepted medical standards. Payable once per covered person.

**Coronary Artery Bypass Graft:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person requires an Coronary Artery Bypass Graft as diagnosed by a Doctor. Coronary Artery Bypass Graft means a surgical operation to correct narrowing or blockage of one or more coronary arteries with bypass grafts.

**Crohn's Disease:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed by a Doctor with Crohn's Disease. Crohn's Disease does not include irritable bowel syndrome or ulcerative colitis.

**Cystic Fibrosis:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Cystic Fibrosis. Medical evidence of a definite diagnosis of Cystic Fibrosis by a Doctor based on diagnostic tests is required as proof of claim.

**Deafness:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Deafness. Deafness means permanent and irreversible loss of hearing in both ears to the extent that the loss is greater than decibels across all frequencies in both ears using a pure tone audiogram. Medical evidence of a definite diagnosis of Deafness by a Doctor is required as proof of claim.

**Down Syndrome:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Down Syndrome. Down Syndrome means a congenital disorder arising from a chromosome defect involving chromosome 21, causing intellectual impairment, physical abnormalities and developmental delays. Down Syndrome includes but is not limited to:

- (1) Trisomy 21: An individual has three instead of two chromosome 21's;
- (2) Translocation: An extra part of chromosome 21 is attached to another chromosome; or
- (3) Mosaicism: The individual has an extra chromosome 21 in only some of the cells but not all of them. The other cells have the usual pair of chromosome 21's.

Medical evidence of a definite diagnosis of Down Syndrome by a Doctor through the study of chromosome 21 before or after live birth is required as proof of claim.

**Gaucher disease type 2 or type 3:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Gaucher Disease Type 2 or Type 3. Medical evidence of a definite diagnosis of Gaucher Disease Type 2 or 3 by a Doctor after live birth is required as proof of claim.

**Glycogen Storage Disease (type IV):** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed by a Doctor with Glycogen Storage Disease (Type IV). Medical evidence of a definite diagnosis of Glycogen Storage Disease Type IV by a Doctor after live birth is required as proof of claim.

Heart Attack or Sudden Cardiac Arrest: : Heart Attack Covered Condition means the following:

- (1) Myocardial Infarction; or
- (2) Sudden Cardiac Arrest.

**Myocardial Infarction** means the death of a portion of the heart muscle as a result of obstruction of one or more coronary arteries due to atherosclerosis, spasm, thrombus or emboli.

Myocardial Infarction does not include Sudden Cardiac Arrest.

**Sudden Cardiac Arrest** means the sudden, unexpected loss of heart function, breathing and consciousness resulting when the heart suddenly, and unexpectedly, stops beating because of an internal electrical disturbance of the heart, which results in a Covered Person being pronounced deceased by a Doctor.

**Occurs** or **Occurrence**, with respect to a Heart Attack Covered Condition, means a Covered Person is Diagnosed by a Doctor with such Covered Condition while coverage is in effect under this Group Insurance Certificate for such Covered Person. A Heart Attack Covered Condition will be deemed to Occur on the date that a Diagnosis of a Heart Attack Covered Condition is made.

**Infantile Tay Sachs Disease:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Infantile Tay Sachs Disease. Medical evidence of a definite diagnosis of Infantile Tay Sachs Disease by a Doctor after live birth is required as proof of claim.

**Loss of Speech:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Loss of Speech. Loss of Speech means total, permanent and irreversible loss of the ability to speak as a result of physical injury or disease. It includes loss of speech due to surgery or medical treatment for an illness. It does not include loss of speech due to Stroke or Cancer - Invasive. Medical evidence of a definite diagnosis of Loss of Speech by a Doctor is required as proof of claim

**Major Organ Failure:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Major Organ Failure. Major Organ Failure means the irreversible failure of a Major Organ due to an End Stage Disease, the result of which is the need to be placed on an organ transplant waiting list. Major Organ means heart, liver, lung, pancreas or bone marrow. End Stage Disease means end stage heart disease, end stage liver disease, end stage lung disease, total pancreas failure or severe bone marrow failure. Failure of more than one Major Organ due to an End Stage Disease is considered a single Major Organ Failure for the purpose of determining benefits under this critical illness plan.

Proof of claim for Major Organ Failure must show medical evidence of a definite diagnosis of Major Organ Failure by a Doctor.

**Multiple Sclerosis:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Multiple Sclerosis. Multiple Sclerosis means a current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least six months. Medical evidence of a definite diagnosis of Multiple Sclerosis by a Doctor is required as proof of claim.

**Muscular Dystrophy:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Muscular Dystrophy. Muscular Dystrophy means well-defined neurological abnormalities confirmed by electromyography and muscle biopsy. Medical evidence of a definite diagnosis of Muscular Dystrophy by a Doctor is required as proof of claim.

**Niemann-Pick Disease:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Niemann-Pick Disease. Medical evidence of a definite diagnosis of Niemann-Pick Disease, Type A, B, or C by a Doctor after live birth is required as proof of claim.

**Paralysis of Limbs:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Paralysis of Limbs. Paralysis of Limbs means total and irreversible loss of muscle function to the whole of any two limbs. It does not include paralysis of limbs due to Stroke. Medical evidence of a definite diagnosis of Paralysis of Limbs by a Doctor is required as proof of claim.

**Parkinson's Disease:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Parkinson's Disease. Parkinson's Disease means permanent clinical impairment of motor function with associated tremor, rigidity of movement and postural instability. Medical evidence of a definite diagnosis of Parkinson's Disease by a Doctor is required as proof of claim.

**Pompe Disease:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Pompe Disease. Medical evidence of a definite diagnosis of Pompe Disease by a Doctor after live birth is required as proof of claim.

**Renal (kidney) Failure:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Renal Failure. Renal Failure means chronic and end stage (irreversible) failure of both kidneys to function, the result of which is the need for regular dialysis for a period of at least three months. Medical evidence of a definite diagnosis of Renal Failure by a Doctor is required as proof of claim.

**Ruptured Brain Aneurysm:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Ruptured Brain Aneurysm. Ruptured Brain Aneurysm means an abnormal dilation of a blood vessel in the brain that results in permanent neurological deficits due to rupture or dissection of the brain aneurysm. Medical evidence of a definite diagnosis of Ruptured Brain Aneurysm by a Doctor is required as proof of claim.

**Severe Coronary Artery Disease:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Severe Coronary Artery Disease. Severe Coronary Artery Disease means:

- (1) more than 50% blockage in the left main coronary artery;
- (2) more than 70% blockage in the proximal left anterior coronary artery; or
- (3) more than 50% blockages in all three of the following arteries: the left anterior descending artery, the left circumflex artery and the right coronary artery. Medical evidence of a definite diagnosis of Severe Coronary Artery Disease by a Doctor is required as proof of claim.

**Sickle Cell Anemia:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Sickle Cell Anemia. Medical evidence of a definite diagnosis of Sickle Cell Anemia by a Doctor, confirmed with hemoglobin electrophoresis, is required as proof of claim. Having sickle cell trait alone does not qualify as a valid claim.

**Stroke:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with a Stroke. Stroke means death of brain tissue due to inadequate blood supply or hemorrhage within the skull resulting in a permanent and significant neurological deficit with persistent clinical symptoms. It does not include transient ischemic attacks ("TIA"). Medical evidence of a definite diagnosis of Stroke by a neurologist is required as proof of claim.

**Zellweger Syndrome:** Prudential will pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Zellweger Syndrome. Medical evidence of a definite diagnosis of Zellweger Syndrome by a Doctor after live birth is required as proof of claim.

# Who is Eligible to Become Insured

#### FOR MEMBER INSURANCE

#### You are eligible for Member Insurance while:

- You are a full-time Member of the Association: and
- You are in a Covered Class; and
- You are under age 80.

**You are full-time** if You are regularly working r at least the number of hours in the normal full-time work week for Your class, but not less than 20 hours per week.

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

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

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

#### FOR DEPENDENTS INSURANCE

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

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

#### **Qualified Dependents:**

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

 A person under age 80 who is Your Spouse, Civil Union Partner or Domestic Partner prior to their enrollment for Dependents Insurance.

Your Spouse means an unmarried same or opposite sex adult who resides with You and has registered in a state or local domestic partner registry with You. Whenever the term Spouse appears in the Policy this provision includes the definition of Domestic Partner and Civil Union Partner into the Group Contract.

Civil Union Partner means a person who you are together with in a recognized Civil Union.

Civil Union is defined as a same sex relationship similar to a marriage that is recognized as a Civil Union by the District of Columbia.

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

- (1) An unmarried same or opposite sex adult who resides with the covered person and has registered in a state or local domestic partner registry with a Covered Person; or your company's requirements.; 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
  - 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, Civil Union Partner or a Domestic Partner may be a Qualified Dependent under the Program at any one time, but not both at the same time.

- Your Child(ren) from live birth to 26\* years old.
  - \*This age limit will not apply until the end of the month in which your Qualified Dependent Child attains age 26.

Your Children include Your:

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

(b) claim as a dependent on Your, Your Spouse's, Your Civil Union Partner's or Your Domestic Partner's federal income tax returns.

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

#### **Exceptions:**

Your Spouse, Civil Union Partner, 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 A Member; or
- (3) the Spouse, Civil Union Partner, Domestic Partner, or Child has protection under any Member Coverage of the Group Contract after the Spouse's, Civil Union Partner's, Domestic Partner's, or Child's insurance under that Coverage ends.

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

- (1) the Member who became insured under the Group Contract with respect to the Child, while the Child was a Qualified Dependent of only that Member; and otherwise
- (2) the Member 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 MEMBER INSURANCE

Your member Insurance under the Coverage will begin the first day of the month following the date on which:

- You have enrolled, if the Coverage is Contributory; and
- The billing period defined by Your Plan Administrator begins; and
- You are eligible for Member 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 Plan Administrator 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 the Coverage for a person, whether Contributory or Non-contributory, will begin the first day on which all of these conditions are met:

- (1) You have enrolled for Dependents Insurance under the Coverage, if the Coverage is Contributory; and
- (2) The person is Your Qualified Dependent; and
- (3) You are in a Covered Class for that insurance; and
- (4) You are insured for the Member Insurance under the Coverage; and
- (5) Your insurance for that Qualified Dependent is not being delayed under the Delay of Effective Date section below; and
- (6) Dependents Insurance under the 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 Plan Administrator 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.

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

- No Qualified Dependents; or
- Qualified Dependent Spouse, Civil Union Partner or Domestic Partner only; or
- Qualified Dependent Spouse, Civil Union Partner or Domestic Partner and Children; or
- Qualified Dependent Children only.

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

Forms are available for reporting these changes.

# Delay of Effective Date

#### FOR MEMBER INSURANCE

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

#### FOR DEPENDENTS INSURANCE

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

Newborn Child Exception: Your newborn Dependent Children will automatically be covered for 31 days from their date of birth if You are insured. If You wish to continue coverage for Your Dependent Child, You must notify us on or before the end of the 31 day period and pay any additional premium. If You already have coverage for Your Dependent Children, then all eligible Dependent Children will be covered, and You do not need to notify us or pay any additional premium for the newly eligible Dependent Child.

# Additional Benefits under Critical Illness Coverage

#### FOR YOU AND YOUR DEPENDENTS

An additional benefit may be payable under this Coverage. Any such benefit is payable in addition to any other benefit payable under this Coverage. Any additional conditions that apply to an additional benefit are shown below. An additional benefit is payable only if those conditions are met.

#### INFECTIOUS DISEASE BENEFIT.

This additional benefit for Infectious Disease pays for a Covered Person diagnosed by a Doctor for the following diseases:

(1) anthrax (2) bacterial cerebrospinal meningitis (3) cholera (4) COVID-19 (5) diphtheria (6) encephalitis (7) legionnaire's disease (8) lyme disease (9) malaria (10)methicillin-resistant staphylococcus aureus (MRSA) (11)necrotizing fasciitis (12)osteomyelitis (13)pertussis (whooping cough) (14)rabies (15)rocky mountain spotted fever (16)sepsis (17)tetanus (18)tuberculosis; or

(19)typhoid fever

The Infectious Disease benefit is payable for a Covered Person who is confined to a Hospital for 5 consecutive days.

For purposes of this benefit, Confined or Confinement means the assignment to a bed as a resident inpatient in a Hospital (including a Hospital Intensive Care Unit (ICU)) on the advice of a Doctor; or Confinement in an observation area within a Hospital for a period of no less than 24 hours on the advice of a Doctor

Infectious Disease Amount Payable: The additional amount payable is shown in the Schedule of Benefits.

#### LODGING BENEFIT.

This additional benefit for lodging pays benefits for a Covered Person or their designated companion's lodging expenses only if all of these conditions are met:

- (1) The Covered Person must stay overnight in order to receive treatment for a Critical Illness or to have a critical procedure at a hospital or medical facility; and
- (2) The hospital or medical facility is more than 75 miles from the Covered Person's primary residence; and
- (3) The lodging occurs not more than 24 hours prior to the treatment or procedure, and not more than 24 hours after the treatment or procedure.

**Lodging Benefit Amount Payable:** The additional amount payable is shown in the Schedule of Benefits.

**Lodging Benefit Annual Limit:** The Lodging Benefit is limited to 60 days per Calendar Year for each Covered Person receiving treatment during that visit.

Lodging means an establishment licensed under the laws where it is located, such as a motel, hotel, or other facility that provides sleeping accommodations to the general public in exchange for a fee and is located at least 75 miles one way from the Covered Person's Primary Residence.

#### SECOND OPINION BENEFIT.

If a Covered Person receives an evaluation by a Doctor that is a second opinion at an EvaluationCenter for a Covered Condition, Prudential will pay the Second Opinion Benefit shown on the Schedule, subject to the following:

- (1) We will only pay the Second Opinion Benefit if We have already paid a benefit for the Covered Condition for which the Covered Person is receiving a second opinion;
- (2) You must receive the second opinion evaluation within 180 days of the initial diagnosis of the Covered Condition;
- (3) We will only pay the Second Opinion Benefit 1 time per calendar year;
- (4) Insurance under this Group Insurance Certificate must be in effect for the Covered Person on the day the second opinion is received;
- (5) You must submit Proof that the second opinion was received;
- (6) We will not pay benefits under this section more than 3 times per Covered Person's lifetime.

Evaluation Center means a facility that is licensed or certified under the laws where it is located to provide diagnostic services for the Covered Condition for which evaluation is sought.

#### TRANSPORTATION BENEFIT.

This additional benefit for transportation pays benefits for the travel expenses associated with a Covered Person's round trip travel between the Covered Person's primary residence and a hospital or medical facility only if both of these conditions are met:

- (1) The Covered Person needs to travel to the hospital or medical facility to receive treatment for a Critical Illness; and
- (2) The hospital or medical facility is more than 50 miles from the Covered Person's primary residence.

**Transportation Benefit Amount Payable:** The additional amount payable is shown in the Schedule of Benefits.

**Transportation Benefit Annual Limit:** The Transportation Benefit is limited to 1 time per Covered Person, per Critical Illness and limited to 2 benefit payments per Calendar Year for each Covered Person receiving treatment during that visit.

## When Your Insurance Ends

#### MEMBER AND DEPENDENTS INSURANCE

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

- Your membership in the Covered Classes for the insurance ends because Your employment or membership ends (see End of Employment) or for any other reason; or
- Your class is removed from the Covered Classes for the insurance; or
- The date the Group Contract providing the insurance ends; or
- You reach age 80; or
- You reach Your Lifetime Maximum Benefit; or
- You die.
- For Contributory Insurance under the Coverage, You fail to pay, when due, any required contribution; or
- The Insurance is Dependents Insurance and Your Member Insurance under the Coverage ends.

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

- The Qualified Dependent reaches the Lifetime Maximum Benefit for that Qualified Dependent; or
- That person ceases to be a Qualified Dependent for the Coverage. A Spouse, Civil Union
  Partner or Domestic Partner will cease to be a Qualified Dependent at age 80. A Dependent
  Child will cease to be a Qualified Dependent at age 26.
- You reach age 80.

**End of Employment:** For insurance purposes, Your membership will end when You are no longer a Full-time Employee working at least 20 hours per week actively at work for the Employer.

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

## General Information

#### A. BENEFICIARY RULES

The rules in this section apply to Critical Illness Insurance payable on account of Your death, when benefits are payable. But, if there is an assignment, these rules are modified by the Limits on Assignments section.

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

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

If there is a Beneficiary for the insurance under the Coverage, it is payable to that Beneficiary. Any Amount of Insurance under the Coverage for which there is no Beneficiary at Your death will be payable to the first of the following: Your (a) surviving Spouse, Civil Union Partner 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.

#### B. CLAIM RULES.

These rules apply to payment of benefits under the Coverage.

**Notice of Claim:** Written notice of claim should be sent to Prudential within 20 days of the date of a loss.

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

Use a claim form, and follow the instructions on the form.

If You do not have a claim form, contact Your Plan Administrator, or You can request a claim form from us. If You do not receive the form within 15 days of Your request, send Prudential written proof of claim without waiting for the form.

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

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

**When Benefits are Paid:** Prudential will pay benefits immediately within 30 days after receiving satisfactory written proof of the loss including any requested documentation, such as an attending Doctor's statement or medical records.

All benefits will be paid to you, if living, or the Beneficiary. If no Beneficiary is living, benefits will be paid to Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Physical Examinations and Autopsy:** The insurer at its own expense shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

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

#### C. INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY.

This limits Prudential's use of a Covered Person's statements in contesting an amount of that insurance for which the Covered 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 Covered 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 Covered Person; and
  - (b) a copy of that instrument is or has been furnished to the Covered 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 Covered Person's lifetime.

#### D. LIMITS ON ASSIGNMENTS.

You may assign Your insurance under the Coverage on forms satisfactory to Prudential. Insurance under the Coverage may be assigned only as a gift assignment. Any rights, benefits or privileges that You have as A Member may be assigned. This includes any right You have to continue Coverage under the Group Contract. Prudential will not decide if an assignment does what it is intended to do. Prudential will not be held to know that one has been made unless it or a copy is filed with Prudential through the Contract Holder.

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

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

It will not be payable as stated in the Beneficiary Rules.

#### E. PAYMENT OF PREMIUMS - GRACE PERIOD.

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

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

Grace Period: You may pay each Premium other than the first within 60 days of the Premium Payment Date without being charged interest. Those days are known as the grace period.

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

We may cancel this Policy at any time by written notice delivered or mailed to the last address as shown by Our records of the Participating Organization, stating when, not less than 5 days thereafter, such cancellation shall be effective.

#### F. REINSTATEMENT.

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

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

(4) Policy will be reinstated lacking such approval, upon the 45th day following the date of conditional receipt unless the insurer has previously notified the insured in writing of its disapproval of the application.

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

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

## **Exclusions**

A Critical Illness is not covered if it is caused by, contributed to by, or resulting from, directly or indirectly, any of the following:

- Attempted suicide, while sane or insane.
- Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.
- War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression. Terrorism is not considered an act of war.

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

- Travel or flight in any vehicle used for aerial navigation, if:
  - (a) the person is riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
  - (b) the person is performing as a pilot or a crew member of any aircraft; or
  - (c) the person is riding as a passenger in an aircraft owned, operated, controlled or leased by or on behalf of the Contract Holder or any of its subsidiaries or affiliates.

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

- Commission of a crime for which you have been convicted under state or federal law.
- Being under the influence of alcohol or alcohol intoxication, including but not limited to having a
  blood alcohol level above the limit for permissible operation of a motor vehicle in the jurisdiction
  where the Critical Illness occurred, regardless of whether the person: (a) was operating a motor
  vehicle; and (b) was convicted of an alcohol related offense.
- Participation in these hazardous sports: scuba diving; bungee jumping; base jumping; skydiving; ziplining; parachuting; hang gliding; paragliding; paramotoring; parascending; or ballooning.

#### **PRE-EXISTING CONDITIONS:**

A Critical Illness is not covered if it is caused by, contributed to by, or resulting from a Pre-existing Condition.

A person has a Pre-existing Condition if both (1) or (2), and (3) are true:

- (1) The person received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines, or followed treatment recommendation in the 6 months just prior to the person's effective date of Coverage or the date an increase in the person's benefits would otherwise be available; or
- (2) The person had symptoms for which an ordinarily prudent person would have consulted a health care provider in the 6 months just prior to the the person's effective date of Coverage or the date an increase in the person's benefits would otherwise be available.

(3) The person's Critical Illness begin within 12 months of the date the person's Coverage under the plan becomes effective.

**Effect of a Pre-Existing Condition on an Increase in Benefits:** If there is an increase in Your or Your dependents' benefits due to an amendment of the plan or Your enrollment in another plan option, a benefit limit will apply if the person's Critical Illness is due to a Pre-existing Condition.

Benefits will be limited to the benefits the person had on the day before the increase if the person's Critical Illness begins within 12 months of the date the person's increase in Coverage under the plan becomes effective.

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

# Vermont Mandatory Civil Union Endorsement

#### **PURPOSE**

Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons. This endorsement is part of and amends this policy, contract or certificate to comply with Vermont law.

#### **DEFINITIONS, TERMS, CONDITIONS AND PROVISIONS**

The definitions, terms, conditions and any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage," "spouse," "husband," "wife," "dependent," "next of kin," "relative," "beneficiary," "survivor," "immediate family" and any other such terms include the relationship created by a civil union established according to Vermont law.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.

Terms that mean or refer to family relationships arising from a marriage, such as "family," "immediate family," "dependent," "children," "next of kin," "relative," "beneficiary," "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.

"Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

"Child or covered child" means a child (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

#### CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Member Income Retirement Security Act of 1974 known as "ERISA," controls the employer/Member relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA Member welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the

public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

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

## **CLAIMS AND APPEALS**

#### Plan Benefits Provided by

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

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

#### Claim Procedures

#### 1. Determination of Benefits

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

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

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

#### 2. Appeals of Adverse Determination

If your claim for benefits is denied or if you do not receive a response to your claim within

the appropriate time frame (in which case the claim for benefits is deemed to have been denied), you or your representative may appeal your denied claim in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

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

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

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

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

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

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

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

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

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

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