

## **Nutanix, Inc.**

**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 CALIFORNIA RESIDENTS**

**Prudential's Address:**

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

**Customer Service Office:**

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

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

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

**<http://www.insurance.ca.gov/01-consumers/>**

## FOR COLORADO RESIDENTS

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

## FOR FLORIDA RESIDENTS

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

## FOR IDAHO RESIDENTS

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

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

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

**Notice to Buyer:** This is an accident-only certificate and it does not pay benefits for loss from sickness. Review your certificate carefully.

## 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

## **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](http://www.tdi.texas.gov)

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

Mail: MC 111-1A, P.O. Box 12030, Austin TX 78711-2030

### **¿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](http://www.tdi.texas.gov)

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

Dirección postal: MC 111-1A, P.O. Box 12030, Austin TX 78711-2030

## 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.

**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.

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

If you are insured, your Booklet and this Certificate of Coverage form your Group Insurance Certificate. Together they replace any older booklets and certificates issued to you for the Coverage 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.

**Right to Examine this Group Insurance Certificate:** You may return this Group Insurance Certificate to Prudential, for any reason, within 30 days after you receive it. If you return it within this period, the insurance will be void from the date it would otherwise take effect, and Prudential will refund your contributions, if any.

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 71041.***

*If you are unable to access this website, want to receive a printed copy of these requirements or have any questions, call Prudential at 1-877-507-4778.*

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# Definitions under Accidental Death and Dismemberment Coverage

## FOR YOU AND YOUR DEPENDENTS

Some of the terms used in the Coverage:

**Active Work Requirement:** A requirement that you be actively at work on a full time basis at the Contract Holder's place of business or at any other place that the Contract Holder'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.

**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 Loss and for which a charge is made.

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

**Child Care Center:** A facility or individual which:

- (1) operates pursuant to law, if locally required;
- (2) is not a family member; and
- (3) primarily provides care and supervision for children in a group setting on a regular, daily basis.

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

**Common Accident:** An unintended or unanticipated event, or separate events which are the direct cause of Loss of Life for you and your Spouse or Domestic Partner.

**Common Carrier:** Any: (1) air, land or water vehicle operated under a license for the transportation of passengers for hire; or (2) aircraft operated by the Military Air Transport Service (MATS) of the United States or by a similar military air transport service of any duly constituted governmental authority of any other recognized country.

The term includes: (1) a shuttle bus, tram, limousine or other vehicle used to transport people within an airport; and (2) chartered aircraft. But it does not include any aircraft: owned; operated; controlled; or leased by or on behalf of the Contract Holder or any of its subsidiaries or affiliates or its customers.

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

**Coverage:** A part of the Booklet consisting of:

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

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

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

**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 Contract Holder 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 Contract Holder; a proprietor or partner of the Contract Holder. The term also applies to that person for any rights after insurance ends.

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

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

- (1) alterations to your residence that are necessary to make the residence accessible and habitable to a person who has suffered a Loss; or
- (2) modifications to a motor vehicle owned or leased by a person that are needed to make such vehicle accessible to or drivable by the person.

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

The term does not include charges above the norm for similar alterations and modifications in the locality where the charges are incurred.

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

**Injury:** Injury is physical harm or damage to a Covered Person.

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

**Premium:** The amount that you are required to pay for your insurance. The required Premiums are to be paid by you to the Contract Holder on each Premium Payment Date.

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

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

**Return of Remains Expenses:** Expenses for any of the following: (1) embalming; (2) cremation; (3) a coffin; and (4) transportation of the remains to return the person's body home.

**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.

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

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

**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.

# Schedule of Benefits

**Covered Classes:** The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All Full-time Active Employees who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal Employees.

**Program Date:** July 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-71041-CA

## OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

### BENEFIT AMOUNTS UNDER EMPLOYEE INSURANCE:

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

**Amount For Each Benefit Class:**

Benefit Classes	Amount of Insurance
All Employees	Any multiple of \$10,000.  Maximum Amount: the lesser of (1) and (2):  (1) 600% of your annual Earnings. If this amount is not a multiple of \$1,000, it will be rounded to the next higher multiple of \$1,000.  (2) \$1,000,000.

The Definitions section explains what "Earnings" means.

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

The change will take effect on the date determined in (a) or (b) unless deferred under (c).

- (a) The change date will be the date of your request if these conditions are then met:

- (1) You are insured for the maximum amount that applies to your annual Earnings under the Maximum Amount above and your Earnings change so that a different maximum applies; and
- (2) You make the request on the date your annual Earnings change or within the next 31 days.
- (b) If the change date is not determined under (a), it will be the date of your request if that date is a Contract Anniversary. If that date is not a Contract Anniversary, it will take effect on the next Contract Anniversary.
- (c) If you are not meeting the Active Work Requirement when your amount of insurance would be increased, that increase will be deferred until the date you meet that requirement.

**Amount Limit Due to Age:** When you are age 70 or more, your amount of insurance is limited. It is the Limited Percent (for that Age) of the amount for which you would then be insured if there were no limitation. Each Age and the Limited Percent for that Age are shown below.

Age	Limited Percent
70	65
75 and more	50

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

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

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

#### **BENEFIT AMOUNTS UNDER DEPENDENTS INSURANCE:**

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

Qualified Dependents Classification	Amount of Insurance
On your covered Spouse or Domestic Partner:	Any multiple of \$5,000.  Maximum Amount: \$500,000.
On each of your covered Children:	Any multiple of \$2,000.  Maximum Amount: \$20,000.

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

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

This change will take effect on the date of your request if that date is a Contract Anniversary. If that date is not a Contract Anniversary, it will take effect on the next Contract Anniversary. But, if you are not meeting the Active Work Requirement when the amount of insurance on your dependents would be changed, that change will be deferred until the date you meet that requirement.

In no event will the amount of Dependents Insurance on a dependent be more than your amount of Employee Insurance.

**Amount Limit Due to Age:** When you are age 70 or more, your Spouse's or Domestic Partner's amount of insurance is limited. It is the Limited Percent (for that Age) of the amount for which your Spouse or Domestic Partner would then be insured if there were no limitation. Each Age and the Limited Percent for that Age are shown below.

Age	Limited Percent
70	65
75 and more	50

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

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

**OTHER INFORMATION**

**Contract Holder:** NUTANIX, INC.

**Group Contract No.:** G-71041-CA

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

**Contract Anniversary:** January 1 of each year, beginning in 2023.

**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  
213 Washington Street  
Newark, New Jersey 07102



**Customer Service Office:**

The Prudential Insurance Company of America  
Prudential Group Life Claim Division  
P. O. Box 8517  
Philadelphia, Pennsylvania 19176

1-800-524-0542

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

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

**<http://www.insurance.ca.gov/01-consumers/>**

**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. Please see the Claim Rules for instructions.

If you do not have a claim form, contact the Contract Holder.

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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 or Domestic Partner.

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

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

Your Child(ren) include your:

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

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

- Your Incapacitated Children.

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

- (1) Your Child is incapable of self-sustaining employment because of a mental or physical Injury or Illness.
- (2) Your Child is so incapacitated before the Child reaches age 26.

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

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

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

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

**Exceptions:**

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

- (1) on active duty in the armed forces of any country; or
- (2) insured for accident coverage 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 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 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 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 which results from an accident.

### A. DEFINITIONS OF LOSS.

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 hand or foot by severance at or above the wrist or ankle;
- (6) 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;
- (7) permanent loss of all toes on the same foot by severance at or above the point at which they are attached to the foot;
- (8) Loss of Use of hand, foot, arm or leg;
- (9) Loss of Use due to Quadriplegia, Triplegia, Paraplegia, Hemiplegia or Uniplegia.
- (10) loss due to Coma.

### B. BENEFITS.

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

- (1) You sustain an accidental bodily Injury while a Covered Person.
- (2) The proximate cause of the Loss was that Injury.
- (3) You suffer the Loss within 365 days after the accident or anytime if the Insured can prove a causal relationship between the accident and the injury or death. But, if the Loss is due to Coma, that Loss:
  - (a) begins within 365 days after the accident;
  - (b) continues for 31 consecutive days; and

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

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

For the purposes of the Coverage:

- (1) Exposure to the Elements will be considered an accidental bodily Injury. 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 you have suffered a Loss of life if your body has not been found within one year of disappearance, stranding, sinking or wrecking of any vehicle in which you were an occupant.

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

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

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

**Limit Per Accident:**

No more than your Amount of Insurance under this Coverage at the time of the accident will be paid for all Losses resulting from Injuries sustained in that accident.

## C. LOSSES NOT COVERED.

A Loss is not covered if it is proximately caused by any of these:

- (1) Suicide or attempted suicide, while sane or insane.
- (2) Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.
- (3) Sickness, whether the Loss results directly or indirectly from the Sickness.
- (4) Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.
- (5) Any bacterial or viral infection. But, this does not include:
  - (a) a pyogenic infection resulting from an accidental cut or wound; or
  - (b) a bacterial infection resulting from accidental ingestion of a contaminated substance.

- (6) Taking part in any riot or insurrection.
- (7) 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.

- (8) An accident that occurs while you are serving on full-time active duty for more than 30 days in any armed forces. But this does not include Reserve or National Guard active duty for training.
- (9) Commission of or attempt to commit a felony.
- (10) Travel or flight in any vehicle used for aerial navigation, if any of these apply:
  - (a) you are riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.
  - (b) you are performing as a pilot or a crew member of any aircraft.
  - (c) you are riding as a passenger in an aircraft owned, operated, controlled or leased by or on behalf of the Contract Holder or any of its subsidiaries or affiliates.

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

- (11) Being 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 Loss occurred, regardless of whether the person: (a) was operating a motor vehicle; and (b) was convicted of an alcohol related offense.



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

The Claim Rules apply to the payment of the benefits.

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# Additional Benefits under Basic Accidental Death and Dismemberment Coverage

## 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 an accidental bodily Injury that proximately causes the Loss while:

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

**Losses Not Covered under this Additional Benefit:** A Loss is not covered under this additional benefit if it results from driving or riding in any Automobile used in a race or a speed or endurance test, 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 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 Equipped with an Air Bag:**

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

You sustain an accidental bodily Injury that proximately causes the Loss while:

- (a) you are a driver or passenger in an Automobile;
- (b) you are wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer;
- (c) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s);
- (d) the Automobile is equipped with a factory-installed Air Bag; and

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

**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 being engaged in an illegal occupation.

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) wholly depends on you for support and maintenance on the date of your death; and
- (b) is enrolled as a full-time student in a School on the date of your death; or
- (c) is at the 12th grade level 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) \$25,000.

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

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

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

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

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

- (a) is your child who wholly depends on you for support and maintenance on the date of your death; and
- (b) is enrolled at a Child Care Center on the date of your death; or
- (c) becomes enrolled at a Child Care Center within 120 days after the date of your death.

Proof of enrollment must be given to Prudential.

**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) \$10,000.

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

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

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

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

- (1) the amount of Return of Remains Expenses; and
- (2) \$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 a Loss. It is payable for Bereavement and Trauma Counseling Sessions that are held within one year after the date of the accident causing the 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) \$150.

This benefit is payable for up to 24 sessions.

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

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

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

- (1) the actual cost charged for the alteration or modification;
- (2) 10% of your Amount of Insurance; and
- (3) \$10,000.

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

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

- (a) You suffer an accidental bodily Injury that proximately causes a Loss within 365 days of an accident or anytime if the Insured can prove a causal relationship between the accident and the injury.
- (b) The accidental bodily Injury:
  - (i) results in your having to take a leave of absence from your job with your Employer; or
  - (ii) ends your employment with your Employer.
- (c) You choose to continue membership in your Employer's medical plan beyond the time that it would otherwise end.

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

- (1) 3% of your Amount of Insurance; and
- (2) \$500.

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

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

- (2) You become covered under any other group medical plan.
- (3) The benefit has been paid for 12 consecutive months.

Proof of enrollment in the Employer's medical plan and of continued medical premium contribution must be given to Prudential.

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

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

- (a) You suffer an accidental bodily Injury that proximately causes a Loss of life within 365 days of an accident or anytime if the Insured can prove a causal relationship between the accident and the injury.
- (b) You have a surviving Spouse or Domestic Partner at the time of your death.
- (c) Your surviving Spouse or Domestic Partner is a co-borrower on your Mortgage.
- (d) You have an outstanding balance on your Mortgage at the time of your death.

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

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

- (1) The amount of your monthly Mortgage payment; and
- (2) \$1,500.

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

- (1) Your Spouse or Domestic Partner dies.
- (2) Your Mortgage is paid in full.
- (3) Your house is sold.
- (4) The benefit has been paid for 24 consecutive months.

Proof of the amount of monthly mortgage payment must be given to Prudential.

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

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

- (a) You suffer an accidental bodily Injury that proximately causes a Loss within 365 days of an accident or anytime if the Insured can prove a causal relationship between the accident and the injury .
- (b) A Doctor determines that rehabilitation is necessary to aid you in returning to the normal activities of a person of the same age and gender.

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

- (1) 10% of your Amount of Insurance; and
- (2) \$500.

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

- (1) A Doctor determines that you no longer need rehabilitation.
  - (2) You fail to furnish any required proof of your continuing need for rehabilitation.
  - (3) You fail to submit to a medical exam by Doctors named by Prudential, at Prudential's expense, when and as often as Prudential requires.
  - (4) The benefit has been paid for 36 consecutive months.
- (12) **Additional Benefit for Loss of Life as a Result of an Accident Involving a Common Carrier:**

This additional benefit for your Loss of life is payable only if you sustain an accidental bodily Injury that proximately causes the Loss while you are boarding, leaving, or riding as a passenger on a Common Carrier, or as a result of being struck by a Common Carrier.

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

- (1) 20% of your Amount of Insurance; and
  - (2) \$100,000.
-

# Optional Accidental Death and Dismemberment Coverage

## **FOR YOU AND YOUR DEPENDENTS**

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

### **A. DEFINITIONS OF LOSS.**

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 hand or foot by severance at or above the wrist or ankle;
- (6) 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;
- (7) permanent loss of all toes on the same foot by severance at or above the point at which they are attached to the foot;
- (8) Loss of Use of hand, foot, arm or leg;
- (9) Loss of Use due to Quadriplegia, Triplegia, Paraplegia, Hemiplegia or Uniplegia.
- (10) loss due to Coma.

### **B. BENEFITS.**

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

- (1) The person sustains an accidental bodily Injury while a Covered Person.
- (2) The proximate cause of the Loss was that Injury.
- (3) The person suffers the Loss within 365 days after the accident or anytime if the Insured can prove a causal relationship between the accident and the injury or death. But, if the Loss is due to Coma, that Loss:
  - (a) begins within 365 days after the accident;
  - (b) continues for 31 consecutive days; and



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

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

For the purposes of the Coverage:

- (1) Exposure to the Elements will be considered an accidental bodily Injury. 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 Losses are covered. See Losses Not Covered below.

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

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

**Limit Per Accident:**

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

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

A Loss is not covered if it is proximately caused by any of these:

- (1) Suicide or attempted suicide, while sane or insane.
- (2) Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.
- (3) Sickness, whether the Loss results directly or indirectly from the Sickness.
- (4) Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.
- (5) Any bacterial or viral infection. But, this does not include:
  - (a) a pyogenic infection resulting from an accidental cut or wound; or
  - (b) a bacterial infection resulting from accidental ingestion of a contaminated substance.
- (6) Taking part in any riot or insurrection.

- (7) 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.

- (8) An accident that occurs while the person is serving on full-time active duty for more than 30 days in any armed forces. But this does not include Reserve or National Guard active duty for training.
- (9) Commission of or attempt to commit a felony.
- (10) Travel or flight in any vehicle used for aerial navigation, if any of these apply:
  - (a) the person is riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.
  - (b) the person is performing as a pilot or a crew member of any aircraft.
  - (c) the person is riding as a passenger in an aircraft owned, operated, controlled or leased by or on behalf of the Contract Holder or any of its subsidiaries or affiliates.

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

- (11) Being 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 Loss occurred, regardless of whether the person: (a) was operating a motor vehicle; and (b) was convicted of an alcohol related offense.

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

The Claim Rules apply to the payment of the benefits.

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# Additional Benefits under Optional Accidental Death and Dismemberment Coverage

## 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 an accidental bodily Injury that proximately causes the Loss while:

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

**Losses Not Covered under this Additional Benefit:** A Loss is not covered under this additional benefit if it results from driving or riding in any Automobile used in a race or a speed or endurance test, 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) \$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 Equipped with 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 that proximately causes 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 being engaged in an illegal occupation.

**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) wholly depends on you for support and maintenance on the date of death; and
- (b) is enrolled as a full-time student in a School on the date of death; or
- (c) is at the 12th grade level 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) \$25,000.

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

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

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

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

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

- (a) is your child who wholly depends on you for support and maintenance on the date of death; and
- (b) is enrolled at a Child Care Center on the date of death; or
- (c) becomes enrolled at a Child Care Center within 120 days after the date of death.

Proof of enrollment must be given to Prudential.

**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) \$10,000.

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

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

This additional benefit for return of remains only applies if the person suffers a Loss of life and such Loss occurs outside a 150 mile radius of the person's home. It is payable for Return of Remains Expenses incurred to return the person's body home to their country of residence.

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

- (1) the amount of Return of Remains Expenses; and
- (2) \$10,000.

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

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

- (a) Your Qualified Dependent **Spouse's or Domestic Partner's**st proximately caused your **Spouse's or Domestic Partner's** Loss of life.
- (b) You and your **Spouse's or Domestic Partner's**2 both suffer a Loss of life that is proximately caused by the same accident.
- (c) You have a surviving Qualified Dependent Child on the date of the accident.

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

- (a) the difference between:
  - (i) the Amount of Insurance payable under the Coverage for your Loss of life; and
  - (ii) the Amount of Insurance payable under the Coverage for your Spouse's or Domestic Partner's Loss of life; and
- (b) \$100,000.

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

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

- (a) That Loss is not a Loss of life.
- (b) That Child is insured for Dependents Insurance under the Coverage on the date of the accident that results in that Loss.

This benefit is not payable if the Child dies within 90 days of the accident or anytime if the Insured can prove a causal relationship between the accident and the death.

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

- (1) the amount payable for that Child's Loss; and
- (2) \$10,000.

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

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

This benefit is only payable if these tests are met:

- (a) On the date of your or your Spouse's or Domestic Partner's Loss of life, your Spouse or Domestic Partner is insured for Dependents Insurance under the Coverage.
- (b) The person who suffers the Loss has a surviving Spouse or Domestic Partner or surviving dependent child on the date of death.

**Additional Monthly Amount Payable under this Additional Benefit:** An amount equal to 1.5% of the Amount of Insurance on the person for each of the 12 months immediately following the person's death.

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

This additional benefit only applies if the person requires Bereavement and Trauma Counseling Sessions because you, your Qualified Dependent Spouse or Domestic Partner or your Qualified Dependent Child suffer a Loss. It is payable for Bereavement and Trauma Counseling Sessions that are held within one year after the date of the accident causing the 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) \$150.

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

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

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

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

- (1) the actual cost charged for the alteration or modification;
- (2) 10% of the Amount of Insurance on the person; and
- (3) \$10,000.



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

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

- (a) You suffer an accidental bodily Injury that proximately causes a Loss within 365 days of an accident or anytime if the Insured can prove a causal relationship between the accident and the injury.
- (b) The accidental bodily Injury:
  - (i) results in your having to take a leave of absence from your job with your Employer; or
  - (ii) ends your employment with your Employer.
- (c) You choose to continue membership in your Employer's medical plan beyond the time that it would otherwise end.

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

- (1) 3% of your Amount of Insurance; and
- (2) \$500.

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

- (1) Your continued membership in your Employer's medical plan ends.
- (2) You become covered under any other group medical plan.
- (3) The benefit has been paid for 12 consecutive months.

Proof of enrollment in the Employer's medical plan and of continued medical premium contribution must be given to Prudential.

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

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

- (a) You suffer an accidental bodily Injury that proximately causes a Loss of life within 365 days of an accident or anytime if the Insured can prove a causal relationship between the accident and the injury.
- (b) You have a surviving Spouse or Domestic Partner at the time of your death.
- (c) Your surviving Spouse or Domestic Partner is a co-borrower on your Mortgage.
- (d) You have an outstanding balance on your Mortgage at the time of your death.

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

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

- (1) The amount of your monthly Mortgage payment; and
- (2) \$1,500.

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

- (1) Your Spouse or Domestic Partner dies.
- (2) Your Mortgage is paid in full.
- (3) Your house is sold.
- (4) The benefit has been paid for 24 consecutive months.

Proof of the amount of monthly mortgage payment must be given to Prudential.

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

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

- (a) The person suffers an accidental bodily Injury that proximately causes a Loss within 365 days of an accident or anytime if the Insured can prove a causal relationship between the accident and the injury .
- (b) A Doctor determines that rehabilitation is necessary to aid the person in returning to the normal activities of a person of the same age and gender.

**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) \$500.

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

- (1) A Doctor determines that the person no longer needs rehabilitation.
- (2) The person fails to furnish any required proof of the person's continuing need for rehabilitation.
- (3) The person fails to submit to a medical exam by Doctors named by Prudential, at Prudential's expense, when and as often as Prudential requires.
- (4) The benefit has been paid for 36 consecutive months.

**(15) Additional Benefit for Loss of Life as a Result of an Accident Involving a Common Carrier:**

This additional benefit for the person's Loss of life is payable only if the person sustains an accidental bodily Injury that proximately causes the Loss while the person is boarding, leaving, or riding as a passenger on a Common Carrier, or as a result of being struck by a Common Carrier.

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

- (1) 20% of the Amount of Insurance on the person; and
  - (2) \$100,000.
-

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

## **PORTABILITY APPLICATION PERIOD**

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

The Portability Application Period is the 31 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 within 31 days of the date the first bill is issued.

**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 31 days.
- (2) You apply and become covered for accidental death and dismemberment coverage under the Portability Plan.
- (3) With respect to a dependent Spouse or Domestic Partner, that Spouse or Domestic Partner is less than age 80.
- (4) With respect to a dependent child, that child is less than age 26.
- (5) The dependent is covered for Accidental Death and Dismemberment Coverage on the day your Accidental Death and Dismemberment Coverage for Employees ends.
- (6) The dependent is not confined for medical care or treatment, at home or elsewhere on the day your Accidental Death and Dismemberment Coverage for Employees ends.

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

## PORTABILITY APPLICATION PERIOD

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

The Portability Application Period is the 31 day period after the Accidental Death and Dismemberment Coverage on the dependent 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 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.

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

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

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# 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 to Prudential, to receive the insurance benefits.

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

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

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

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

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

## MODE OF SETTLEMENT RULES

The rules in this section apply to Accident Insurance payable on account of a Covered Person's death. But these rules are subject to the Limits on Assignments section.

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



Arrangements for Mode of Settlement: You may arrange a mode of settlement by proper written request to Prudential.

If, at a Covered Person's death, no mode of settlement has been arranged for an amount of the person's Accident Insurance, the Beneficiary and Prudential may then mutually agree on a mode of settlement for that amount.

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

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

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

## LIMITS ON ASSIGNMENTS

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

This paragraph applies only to insurance for which you have the right to choose a Beneficiary, when that right has been assigned. If an assigned amount of insurance becomes payable on account of your death or the death of your Spouse 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.

## CLAIM RULES

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

**Notice of Claim:** Written notice of claim must be given to Prudential within 20 days after the occurrence or commencement of any loss covered by the Group Contract, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the insured to Prudential at P. O. Box 8517, or to any authorized agent of Prudential, with information sufficient to identify the insured, shall be deemed notice to Prudential.

**Claim Form:** 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 Employer.

**Proof of Loss:** Written proof of the loss including any requested documentation, such as a death certificate, must be sent to Prudential in case of claim for loss for which any Coverage provides for periodic payments of benefits of monthly or shorter intervals within 90 days after the date of such loss and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required,

**Time of Payment of Claim:** Prudential will pay benefits under this Group Insurance Certificate for any loss other than benefits payable at equal intervals of a month or less, immediately after receiving written proof of the loss including any requested documentation, such as a death certificate. 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.

**Payment of Claims:** Benefits are payable to you with these exceptions:

- (1) Benefits for Tuition reimbursement for your surviving 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 at the time a benefit is paid.
- (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 monthly Mortgage payments will be paid to your Spouse or Domestic Partner.
- (4) Benefits for common accident will be paid to the person or institution appearing to Prudential to have assumed the main support of your dependent children.

- (5) Benefits for any other of your Losses that are unpaid at your death or become payable on account of your death will be paid to your Beneficiary or Beneficiaries. (See Beneficiary Rules.)

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.

- (6) If you are not living, benefits for a dependent's Losses are payable to your Spouse or Domestic Partner if your Spouse or Domestic Partner is living.
- (7) If neither you nor your Spouse or Domestic Partner is living, then benefits for a Spouse's or Domestic Partner's Losses will be paid to your Spouse's or Domestic Partner's estate.
- (8) If neither you nor your Spouse or Domestic Partner is living, then benefits for a dependent child's Losses will be paid to the child who suffered the Loss. If that dependent child is not living, the benefits will be paid to the child's estate.

**Physical Examinations and Autopsy:** Prudential, at its own expense, shall have the right and opportunity to examine the person 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 this Group Contract prior to the expiration of 60 days after written proof has been furnished in accordance with the requirements of this Contract. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

## **TIME LIMIT ON CERTAIN DEFENSES**

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

## **NOT IN PLACE OF WORKERS' COMPENSATION INSURANCE**

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

# When Your Insurance Ends

## EMPLOYEE AND DEPENDENTS INSURANCE

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

- Your membership in the Covered Classes for the insurance ends because your employment ends (see below) or for any other reason.
- The part of the Group Contract providing the insurance ends.
- You make a written request to the Contract Holder to end your Employee or Dependents Insurance under a Coverage.
- You fail to pay, when due, any contribution required for an insurance of the Group Contract. But, failure to contribute will not cause Non-Contributory Insurance to end, and failure to contribute for Dependents Insurance will not cause your Employee Insurance to end.
- The insurance is Dependents Insurance under the 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 Contract Holder. 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 Contract Holder 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**

NUTANIX, INC. Accident Insurance Plan

**Plan Number**

501

**Type of Plan**

Employee Welfare Benefit Plan

**Plan Sponsor**

NUTANIX, INC.  
1740 Technology Drive  
Suite 150  
San Jose, California 95110

**Employer Identification Number**

27-0989767

**Plan Administrator**

NUTANIX, INC.  
Attention: Human Resources Department  
1740 Technology Drive  
Suite 150  
San Jose, California 95110

**Agent for Service of Legal Process**

NUTANIX, INC.  
Attention: Human Resources Department  
1740 Technology Drive  
Suite 150  
San Jose, California 95110

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 an 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 make a second, voluntary appeal, although you are not required to do so. You may submit with your second, voluntary 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, voluntary appeal within 45 days of the receipt of your second, voluntary 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 second, voluntary 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, voluntary 45-day appeal review period.

Your decision to submit a benefit dispute to this second, voluntary 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, voluntary 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, voluntary 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 second, voluntary 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 the same information that was included in the first adverse appeal determination letter. If a decision on second, voluntary appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on the second, voluntary 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 Office of Outreach, Education and Assistance, 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.

