

Watkins Associated Industries, Inc.

Employee Term Life Coverage

Basic and Optional Plans

Accidental Death and Dismemberment Coverage

Dependents Term Life Coverage

Basic and Optional Plans

NOTICE

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

Effective Date of Change: The first day on which you are insured (see the Booklet-Certificate’s “When You Become Insured” section).

NOTICE: The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based on his or her status as a victim of family violence.

GRP99883

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

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.*

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Schedule of Benefits

Covered Classes: The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All Employees, other than those classified by the Contract Holder as temporary workers, seasonal workers, contract drivers, and as reported to Prudential.

Program Date: January 1, 2001. This Booklet describes the benefits under the Group Program as of the Program Date.

You should know...

- The Coverages in this Booklet are available to you if you are included in the Covered Classes. Only those Coverages for which you become insured will apply to you. The rules for becoming insured are in this Booklet's When You Become Insured section.
- There is a Delay of Effective Date section. The rules of that section may delay the start of your insurance.
- The Delay of Effective Date section also applies to any change, including a change in class, unless otherwise stated.
- The Coverages are described more fully on later pages of this Booklet. Be sure to read these pages carefully. They show when benefits are or are not payable under the Group Contract. They also outline when your insurance ends and the conditions, limitations and exclusions that apply to the Coverages.
- A Definitions section is included in this Booklet. Many of the terms used in this Booklet, such as "Active Work Requirement", are defined in that section.
- 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.

EMPLOYEE TERM LIFE COVERAGE

- A benefit is payable under this Coverage if you die from any cause. If you become terminally ill, you may elect to receive a part of your life insurance coverage while you are still living. If you are Totally Disabled when your insurance ends, there are special provisions that may extend your death benefit protection. Under certain conditions, you may convert your life insurance to an individual contract.

NON-CONTRIBUTORY EMPLOYEE TERM LIFE COVERAGE

BENEFIT AMOUNTS:

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance
Class A - President, Vice President	\$50,000
Class B - Manager.....	40,000
Class C - Department Head, Salesperson Manager	30,000
Class D - Assistant Department Head, Covered Persons of Tampa Maid Seafoods, Inc.	20,000
Class E - All Other Employees except Contract Driver	15,000

Effect of Option to Accelerate Payment of Death Benefits: Your amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Death Benefits.

Amount Limitation on Account of Age: In the Limitation Period for a Limiting Age, 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 Limiting Age and the Limited Percent for that Age are shown below.

The Limitation Period for a Limiting Age is the period that starts on the day you become insured if you are then a Limiting Age or more. Otherwise, it is the period that starts on the first January 1 that occurs while you are a Limiting Age. It ends immediately before the Limitation Period for the next Limiting Age, if any, starts.

The Delay of Effective Date section does not apply to this provision.

Limiting Age	Limited Percent
65	67
70 and above	45

CONTRIBUTORY EMPLOYEE TERM LIFE COVERAGE

BENEFIT AMOUNTS:

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance
All Employees enrolled in Plan 1.....	\$10,000
All Employees enrolled in Plan 2.....	20,000
All Employees enrolled in Plan 3.....	40,000
All Employees enrolled in Plan 4.....	60,000
All Employees enrolled in Plan 5.....	80,000
All Employees enrolled in Plan 6.....	100,000

Non-medical Limit on Amount of Insurance: There is a limit on the amount for which you may be insured without submitting evidence of insurability. This is called the Non-medical Limit. If the amount of insurance for your Class and age at any time is more than the Non-medical Limit, you must give evidence of insurability satisfactory to Prudential before the part over the Limit can become effective. This requirement applies: when you first become insured. The amount of your insurance will be increased to the amount for your Class and age when Prudential decides the evidence is satisfactory and you meet the Active Work Requirement.

Non-medical Limit: \$20,000. If the Amount Limitation for this Coverage applies at any time to your amount of insurance, that Limitation will also apply to the Non-medical Limit as if it were an amount of insurance.

Changing Plans: You may elect to have your amount of Optional Employee Term Life Coverage Insurance changed. You must do this on a form approved by Prudential and agree to make any required contributions. If you request a higher amount of insurance, you must give evidence of insurability. Such higher amount will become effective on the date Prudential decides the evidence is satisfactory and your insurance is not being delayed under the Delay of Effective Date section. If you request a lower amount of insurance, that lower amount will become effective on the date of your written request.

Effect of Option to Accelerate Payment of Death Benefits: Your amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Death Benefits.

Amount Limitation on Account of Age: In the Limitation Period for a Limiting Age, 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 Limiting Age and the Limited Percent for that Age are shown below.

The Limitation Period for a Limiting Age is the period that starts on the day you become insured if you are then a Limiting Age or more. Otherwise, it is the period that starts on the first January 1 that occurs while you are a Limiting Age. It ends immediately before the Limitation Period for the next Limiting Age, if any, starts.

The Delay of Effective Date section does not apply to this provision.

Limiting Age	Limited Percent
65	67
70 and above	45

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

- This Coverage pays benefits for Loss caused by accidental bodily Injury. "Loss" includes your loss of life, sight, hand or foot, speech, hearing, thumb and index finger of the same hand, and loss due to Quadriplegia, Paraplegia, or Hemiplegia. The amount payable depends on the type of Loss. The most that will be paid for all Losses resulting from Injuries sustained by you in any one accident is your Amount of Insurance. Additional benefits may also be payable under certain circumstances.

BENEFIT AMOUNTS:

Amount For Each Benefit Class: An amount equal to the amount for which you are insured under the Non-contributory Employee Term Life Coverage. For this purpose only, that amount will be the amount

as determined above, except that if your Employee Term Life Coverage is reduced by any amount paid under the Option to Accelerate Payment of Death Benefits, that reduction will not apply to this Coverage.

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

Additional Amount Payable for Loss of Life as a Result of an Accident in a Four Wheel Vehicle While Using a Seat Belt: An amount equal to the lesser of:

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

Additional Amount Payable for Loss of Life as a Result of an Accident in a Four Wheel Vehicle Equipped with a Supplemental Restraint System: An amount equal to the lesser of:

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

To Whom Payable: Benefits for any 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.)

DEPENDENTS TERM LIFE COVERAGE

- A benefit is payable under this Coverage if your Qualified Dependent dies from any cause. Under certain conditions, your life insurance on a Qualified Dependent may be converted to an individual contract.

NON-CONTRIBUTORY DEPENDENTS TERM LIFE COVERAGE

Amount for Each Benefit Class: The amount of insurance is the amount for your Benefit Class. Your Benefit Class is determined by the classification of your dependents as shown in this table.

Dependents Classification	Amount of Insurance*
Your spouse	\$5,000
Your children, according to their age, as follows:	
14 days or over but less than 6 months	500
6 months or over.....	2,000

*In no event will the amount of insurance payable under Dependents Term Life Coverage exceed 50% of the amount payable under the Employee Term Life Coverage.

Effect of Option to Accelerate Payment of Death Benefits: Your Qualified Dependent Spouse's amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Death Benefits.

CONTRIBUTORY DEPENDENTS TERM LIFE COVERAGE

Amount for Each Benefit Class: The amount of insurance is the amount for your Benefit Class. Your Benefit Class is determined by the classification of your dependents as shown in this table.

Dependents Classification	Amount of Insurance*
Your spouse	Any multiple of \$5,000 as elected by the Employee and reported by the Contract Holder to Prudential, but not to exceed the lesser of (A) or (B):
	(A) One half the amount of insurance payable under the Employee Term Life Coverage.
	(B) \$50,000

Your children, according to their age, as follows:

14 days or over but less than 6 months \$500

6 months or over:

Option I 1,000

Option II 5,000

Option III 10,000

*In no event will the amount of insurance payable under Dependents Term Life Coverage exceed 50% of the amount payable under the Employee Term Life Coverage.

Non-medical Limits on Amount of Insurance for Dependents Term Life Coverage for your

Spouse: If you elect an amount of Dependents Term Life Coverage for your spouse above the Non-medical Limit, you must give evidence of insurability for your spouse satisfactory to Prudential before the part over the Limit can become effective. The amount of your spouse's insurance will be increased when Prudential decides the evidence is satisfactory and your spouse is not home or hospital confined for medical care or treatment. This requirement applies when your spouse first becomes insured. But, if your spouse: (a) is an Employee of the Contract Holder, and (b) is covered for an amount of Contributory Employee Term Life Insurance, and (c) has given evidence of insurability satisfactory to Prudential, this requirement will not apply.

Non-medical Limit: \$20,000. If the Amount Limit for this Coverage applies at any time to your spouse's amount of insurance, that Limit will also apply to the Non-medical Limit as if it were an amount of insurance.

The Delay of Effective Date section does not apply to this provision.

Increases and Decreases: If there is more than one amount of insurance option available for your dependent under the Dependents Term Life Coverage, you may elect to have your dependent's amount of insurance increased or decreased. You must do this on a form approved by Prudential and agree to make any required contributions. If you request an increase, your dependent must provide evidence of insurability. The increased amount will become effective on the date Prudential decides the evidence is

satisfactory. If you request a decrease, that lower amount will become effective on the date of your written request.

The Delay of Effective Date section applies to any increase under this provision.

Effect of Option to Accelerate Payment of Death Benefits: Your Qualified Dependent Spouse's amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Death Benefits.

OTHER INFORMATION

Contract Holder: WATKINS ASSOCIATED INDUSTRIES, INC.

Group Contract No.: LG-00731-GA

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.

Employment Waiting Period: 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.

Cost of the Insurance:

Non-contributory Employee Term Life, Accidental Death and Dismemberment, Non-contributory Dependents Term Life Coverages: The insurance in this Booklet is Non-contributory Insurance. The entire cost of the insurance is being paid by the Contract Holder.

Contributory Employee Term Life and Contributory Dependents Term Life Coverages: The insurance in this Booklet is Contributory Insurance. You will be informed of the amount of your contribution when you enroll.

Prudential's Address:

The Prudential Insurance Company of America
290 West Mount Pleasant Avenue
Livingston, New Jersey 07039

WHEN YOU HAVE A CLAIM

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

If you do not have a claim form, contact your Employer.

Who is Eligible to Become Insured

FOR EMPLOYEE INSURANCE

You are eligible 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.

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 employer included under the Group Contract: For the insurance, you will be considered an Employee of only one of those employers. Your service with the others will be treated as service with that one.

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

FOR DEPENDENTS INSURANCE

You are eligible for Dependents Insurance while:

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

Qualified Dependents:

These are the persons for whom you may obtain Dependents Insurance:

- Your spouse.
- Your unmarried children 14 days old but less than 19 years old.

Your children include your legally adopted children and each of your stepchildren and foster children who depends on you for support and maintenance.

Exceptions:

- The age 19 limit does not apply to a child who meets all of these tests:
 - (a) The child wholly depends on you for support and maintenance.
 - (b) The child is enrolled as a full-time student in a school (or was so enrolled for at least five months during the current or preceding Calendar Year). But this (b) does not apply to a child who could not be so enrolled due to a Sickness or Injury of the child.
 - (c) The child is less than the Student Age Limit.
Student Age Limit: 25.
- Your spouse is not your Qualified Dependent while on active duty in the armed forces of any country.
- Your child is not your Qualified Dependent while:
 - (a) on active duty in the armed forces of any country; or
 - (b) insured under any Employee Term Life Coverage of the Group Contract; or
 - (c) the child has protection under any Employee Term Life Coverage of the Group Contract after the child's insurance under that Coverage ends.

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

- (a) 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
- (b) 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

Prompt enrollment is important, so enroll on an early date. If you do so, your Employee Insurance under a Coverage will begin the first day on which you have enrolled, and:

- You are eligible for Employee Insurance; and

- You are in a Covered Class for that insurance; and
- You have met any evidence requirement for Employee Insurance; and
- Your insurance is not being delayed under the Delay of Effective Date section below; and
- That Coverage is part of the Group Contract.

You must enroll on a form approved by Prudential and if you are enrolling for Contributory Insurance, you must agree to pay the required contributions.

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

When evidence is required: In any of these situations, you must give evidence of insurability. This requirement will be met when Prudential decides the evidence is satisfactory.

- (1) You enroll for contributory insurance more than 31 days after you could first be covered.
- (2) You enroll after any of your contributory insurance under the Group Contract ends because you did not pay a required contribution.
- (3) You wish to become insured for life insurance and have an individual life insurance contract which you obtained by converting your insurance under a Coverage of the Group Contract.
- (4) You have not met a previous evidence requirement to become insured under any Prudential group contract covering Employees of the Employer.

FOR DEPENDENTS INSURANCE

Prompt enrollment is important, so if you are eligible for Dependents Insurance, enroll for it on an early date. If you do so, your Dependents Insurance under a Coverage for a person will begin the first day on which you have enrolled for it, and all of these conditions are met:

- The person is your Qualified Dependent.
- You are in a Covered Class for that insurance.
- You are insured for the Employee Insurance, if any, under that Coverage. To be insured for a Qualified Dependent under the Dependents Term Life Coverage, you must be insured under an Employee Term Life Coverage of the Group Contract.
- You have met any evidence requirement for that Qualified Dependent.
- Your insurance for that Qualified Dependent is not being delayed under the Delay of Effective Date section below.
- Dependents Insurance under that Coverage is part of the Group Contract.

You must enroll on a form approved by Prudential and agree to pay the required contributions.

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

When evidence is required: In any of these situations, you must give evidence of insurability for a Qualified Dependent. For each Qualified Dependent, this requirement will be met when Prudential decides the evidence is satisfactory.

- (1) You enroll for Dependents Insurance under a Coverage more than 31 days after you are first eligible for Dependents Insurance. The requirement will apply to each Qualified Dependent you have when you enroll.
- (2) You enroll for Dependents Insurance after any insurance under the Group Contract ends because you did not pay a required contribution. The evidence requirement will apply to each Qualified Dependent you have when you enroll.
- (3) The Qualified Dependent is a person for whom a previous requirement for evidence of insurability has not been met. The evidence was required for that person to become covered for an insurance, as a dependent or an Employee. That insurance is or was under any Prudential group contract for Employees of the Employer.

While you are insured for Dependents Insurance under a Coverage, the evidence requirement will not apply to a new dependent.

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

- No Qualified Dependents.
- Qualified Dependent spouse only.
- Qualified Dependent spouse and children.
- Qualified Dependent children only.

If you are insured under a Coverage for one or more children, you need not report additional children.

Forms are available for reporting these changes.

Delay of Effective Date

FOR EMPLOYEE INSURANCE

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

FOR DEPENDENTS TERM LIFE COVERAGE

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

This section does not apply to any age increase in the amount of insurance for a child under the Dependents Term Life Coverage.

Employee Term Life Coverage

FOR YOU ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

If you die while a Covered Person, the amount of your Employee Term Life Insurance under this Coverage is payable when Prudential receives written proof of death.

B. DEATH BENEFIT DURING CONVERSION PERIOD.

A death benefit is payable under this Section B if you die:

- (1) within 31 days after you cease to be a Covered Person; and
- (2) while entitled (under Section E) to convert your Employee Term Life Insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Employee Term Life Insurance under this Coverage you were entitled to convert. It is payable even if you did not apply for conversion. It is payable when Prudential receives written proof of death.

C. EXTENDED DEATH BENEFIT DURING TOTAL DISABILITY WHICH STARTS BEFORE AGE 65.

If you meet the conditions below, your death benefit protection will be extended while you are Totally Disabled. The "Extended Death Benefit" is the benefit described in this Section C.

The conditions referred to above are:

- You become Totally Disabled while you are a Covered Person.
- You are less than age 65 when your Total Disability starts.

Total Disability: You are "Totally Disabled" when:

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

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

- (a) You have met the above conditions; and

- (b) You are still Totally Disabled; and
- (c) Your Total Disability has continued for at least nine months.

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

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

- (a) Your Total Disability continued until your death; and
- (b) All of the above conditions have been met.

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

Your extension protection ends if and when:

- (1) Your Total Disability ends; or
- (2) You reach age 65; or
- (3) You fail to furnish any required proof that your Total Disability continues; or
- (4) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.

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

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

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

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D. EXTENDED DEATH BENEFIT DURING TOTAL DISABILITY WHICH STARTS AT AGE 65 OR LATER.

If you meet the conditions below, your death benefit protection will be extended while you are Totally Disabled. The "Extended Death Benefit" is the benefit described in this Section D.

The conditions referred to above are:

- You become Totally Disabled while you are a Covered Person.
- You are age 65 or older when your Total Disability starts.
- Your Total Disability has continued for at least nine months.
- You have given Prudential proof that your Total Disability has continued for at least nine months.

Total Disability: You are "Totally Disabled" when:

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

The extension starts when you cease to be a Covered Person. It continues for the shorter of these time periods:

- (1) One year starting with the date your Total Disability starts.
- (2) The end of your Total Disability.

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

- (a) Your Total Disability continued until your death; and
- (b) All of the above conditions have been met.

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

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

E. CONVERSION PRIVILEGE.

If you cease to be insured for the Employee Term Life Insurance of the Group Contract for one of the reasons stated below, you may convert all or part of your insurance under this Coverage, which then ends, to an individual life insurance contract. Evidence of insurability is not required. The reasons are:

- (1) Your employment ends or you transfer out of a Covered Class.
- (2) All term life insurance of the Group Contract for your class ends by amendment or otherwise. But, on the date it ends, you must have been insured for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

Any such conversion is subject to the rest of this Section E.

Availability: You must apply for the individual contract and pay the first premium within 31 days after you cease to be insured for the Employee Term Life Insurance.

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

Amount: Not more than your Employee Term Life Insurance under this Coverage when your insurance ends. But, if it ends because all term life insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all your life insurance then ending under the Group Contract will not exceed the lesser of the following:

- (1) The total amount of all your life insurance then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) \$10,000.

Form: Any form of a life insurance contract that:

- (1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and
- (2) is one that Prudential usually issues at the age and amount applied for.

This does not include term insurance or a contract with disability or supplementary benefits.

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Premium: Based on Prudential's rate as it applies to the form and amount, and to your class of risk and age at the time.

Effective Date: The end of the 31 day period during which you may apply for it.

Any death benefit provided under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.

OPTION TO ACCELERATE PAYMENT OF DEATH BENEFITS.

The following is added to the Employee Term Life Coverage provision:

Definitions

- **Terminally Ill Employee:** An employee whose life expectancy is 12 months or less.
- **Terminal Illness Proceeds:** The amount of Employee Term Life Insurance that you may elect to place under this option. The Terminal Illness Proceeds are equal to 50% of the amount in force on your life on the date Prudential receives the proof that you are a Terminally Ill Employee, but not more than \$75,000 combined total amount of Basic and Optional Employee Term Life Insurance. However, the Terminal Illness Proceeds may be reduced if, within 6 months after the date Prudential receives such proof, a reduction on account of age would have applied to the amount of your Employee Term Life Insurance. In that case, the amount of the Terminal Illness Proceeds may not exceed the amount of such Insurance after applying the reduction.

Option: If you become a Terminally Ill Employee while insured under the Employee Term Life Insurance provision or while your death benefit protection is being extended under the Employee Term Life Coverage provision, you may elect to have the Terminal Illness Proceeds placed under this option. That election is subject to the conditions set forth below.

Payment of Terminal Illness Proceeds: If you elect this option, Prudential will pay the Terminal Illness Proceeds you place under this option in one sum when it receives proof that you are a Terminally Ill Employee.

If you do not want the Terminal Illness Proceeds in one sum, you may elect to have them paid in six equal monthly installments. The first monthly payment will be due when Prudential receives proof that you are a Terminally Ill Employee. The other payments are due on the same day of each later month.

To Whom Payable: The benefits under this provision are payable to you.

Amount Due But Unpaid at Your Death: If you elect monthly installments and you die before all payments have been made, Prudential will pay your Beneficiary or Beneficiaries determined under the Beneficiary Rules in one sum. That sum will be the total of the payments that remain.

Conditions: Your right to be paid under this option is subject to these terms:

- (1) You must choose this option in writing in a form that satisfies Prudential.
- (2) You must furnish proof that satisfies Prudential that your life expectancy is 12 months or less, including certification by a Doctor.
- (3) Your Employee Term Life Insurance must not be assigned.
- (4) Terminal Illness Proceeds will be made available to you on a voluntary basis only. Therefore:
 - (a) If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit.
 - (b) If you are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement, you are not eligible for this benefit.

Effect on Insurance: This benefit is in lieu of the benefits that would have been paid on your death with respect to the Terminal Illness Proceeds. When you elect this option, the total amount of Employee Term Life Insurance otherwise payable on your death, including any amount under an extended death benefit, will be reduced by the Terminal Illness Proceeds. Also, any amount you could otherwise have converted to an individual contract will be reduced by the Terminal Illness Proceeds.

Employee Accidental Death and Dismemberment Coverage

FOR YOU ONLY

This Coverage pays benefits for accidental Loss.

Loss means:

- (1) loss of life;
- (2) total and permanent loss of sight;
- (3) loss of hand or foot by severance at or above the wrist or ankle;
- (4) total and permanent loss of speech;
- (5) total and permanent loss of hearing in both ears;
- (6) loss of thumb and index finger of the same hand by severance at or above the metacarpophalangeal joint; or
- (7) loss due to Quadriplegia, Paraplegia, or Hemiplegia.

Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs.

Paraplegia means the complete and irreversible paralysis of both lower limbs.

Hemiplegia means the complete and irreversible paralysis of the upper and lower limbs on one side of the body.

A. BENEFITS.

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

- (1) You sustain an accidental bodily Injury while a Covered Person.
- (2) The Loss results directly from that Injury and from no other cause.
- (3) You suffer the Loss within 90 days after the accident. But, if the Loss is due to Quadriplegia, Paraplegia, or Hemiplegia, you suffer the Loss within 365 days after the accident.

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 Limitation Per Accident below.

	Percent of Your Amount of Insurance
Loss of or by Reason of:	
Life	100
Both Hands.....	100
Both Feet	100
Sight of Both Eyes	100
One Hand and One Foot	100
One Hand and Sight of One Eye.....	100
One Foot and Sight of One Eye.....	100
Speech and Hearing	100
Quadriplegia.....	100
 Paraplegia	 75
 One Hand	 50
One Foot	50
Sight of One Eye.....	50
Speech	50
Hearing	50
Hemiplegia.....	50
 Thumb and Index Finger of the Same Hand.....	 25

Limitation Per Accident: No more than your Amount of Insurance under this Coverage will be paid for all Losses resulting from Injuries sustained in the same accident.

B. LOSSES NOT COVERED.

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

- (1) Suicide or attempted suicide, while sane or insane.
- (2) Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.
- (3) Sickness, whether the Loss results directly or indirectly from the Sickness.
- (4) Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.
- (5) Any 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) War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression.
- (7) 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.
- (8) Travel or flight in any vehicle used for aerial navigation. This includes getting in, out, on or off any such vehicle. This (8) applies only if you are:
 - (a) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
 - (b) performing as a pilot or a crew member of any aircraft unless you are in the course of any work for wage or profit for your Employer; or
 - (c) riding as a passenger in an aircraft owned, leased or operated by your Employer unless you are in the course of any work for wage or profit for your Employer.
- (9) Commission of or attempt to commit a felony.
- (10) Being legally intoxicated or under the influence of any narcotic unless administered or consumed on the advice of a Doctor.
- (11) Participation in these hazardous sports: scuba diving; bungee jumping; skydiving; parachuting; hang gliding; or ballooning.

C. ADDITIONAL BENEFITS.

An additional benefit may be payable for a Loss for which a benefit is payable under the other terms of this Coverage or would be payable except for the Limitation Per Accident of those terms. Any such benefit is payable in addition to any other benefit payable under this Coverage. Any additional conditions that apply to an additional benefit are shown below. An additional benefit is payable only if those conditions are met.

(1) **Additional Benefit for Loss of Life as a Result of an Accident in a Four Wheel Vehicle While Using a Seat Belt:**

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

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

- (a) you are a driver or passenger in a Four Wheel Vehicle; and
- (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).

Four Wheel Vehicle means a vehicle that is:

- (a) duly licensed for passenger use;
- (b) designated primarily for use on public streets and highways; and

- (c) in the list below:
 - (i) a private passenger automobile;
 - (ii) a station wagon;
 - (iii) a van, jeep or truck-type vehicle which has a manufacturer's rated load capacity of 2,000 pounds or less; or
 - (iv) a self-propelled motor home.

Seat Belt means an unaltered lap restraint or lap and shoulder restraint.

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 Four Wheel Vehicle used in a race or a speed or endurance test, or for acrobatic or stunt driving.

Benefit Amount Payable for Loss of Life as a Result of an Accident in a Four Wheel Vehicle While Using a Seat Belt: The additional amount payable is shown in the Schedule of Benefits.

(2) **Additional Benefit for Loss of Life as a Result of an Accident in a Four Wheel Vehicle Equipped with a Supplemental Restraint System:**

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

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

- (a) you are a driver or passenger in a Four Wheel Vehicle equipped with a factory-installed Supplemental Restraint System; and
- (b) you are in a seat designed to be protected by an air bag; and
- (c) you are wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer; and
- (d) 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).

Four Wheel Vehicle means a vehicle that is:

- (a) duly licensed for passenger use;
- (b) designated primarily for use on public streets and highways; and
- (c) in the list below:
 - (i) a private passenger automobile;
 - (ii) a station wagon;
 - (iii) a van, jeep or truck-type vehicle which has a manufacturer's rated load capacity of 2,000 pounds or less; or
 - (iv) a self-propelled motor home.

Seat Belt means an unaltered lap restraint or lap and shoulder restraint.

Supplemental Restraint System means an air bag system intended to add protection to the head and chest areas.

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 Four Wheel Vehicle used in a race or a speed or endurance test, or for acrobatic or stunt driving.

Benefit Amount Payable for Loss of Life as a Result of an Accident in a Four Wheel Vehicle Equipped with a Supplemental Restraint System: The additional amount payable is shown in the Schedule of Benefits.

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

Dependents Term Life Coverage

FOR YOUR DEPENDENTS ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

If a dependent dies while a Covered Person, the amount of insurance on that dependent under this Coverage is payable when Prudential receives written proof of death.

B. DEATH BENEFIT DURING A CONVERSION PERIOD.

A death benefit is payable under this Section B if a dependent dies:

- (1) within 31 days after ceasing to be a Covered Person; and
- (2) while entitled (under Section C) to a conversion of the insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Dependents Term Life Coverage which could have been converted. It is payable even if conversion was not applied for. It is payable when Prudential receives written proof of death.

C. CONVERSION PRIVILEGE.

This privilege applies if you cease to be insured for the Dependents Term Life Coverage of the Group Contract with respect to a dependent. That dependent may have your insurance on the dependent under this Coverage, which then ends, converted to an individual life insurance contract. Evidence of insurability is not required. However, conversion is not available if the insurance ends for one of these reasons:

- (1) You fail to make any required contribution for insurance under the Group Contract.
- (2) All Dependents Term Life Coverage of the Group Contract for your class ends by amendment or otherwise. This (2) does not apply if, on the date it ends, you have been insured with respect to the dependent for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

Any such conversion is subject to the rest of this Section C.

Availability: The individual contract must be applied for and the first premium must be paid within 31 days after you cease to be insured for Dependents Term Life Coverage with respect to the dependent.

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

Amount: Not more than the amount of Dependents Term Life Coverage on the dependent ending under this Coverage. But, if it ends because all the Dependents Term Life Coverage of the Group Contract for your class ends, the total amount of individual insurance which may be obtained in place of all the Dependents Term Life Coverage on the dependent then ending under the Group Contract will not exceed the lesser of the following:

- (1) The total amount of all your Dependents Term Life Coverage on the dependent then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible with respect to the dependent within the next 31 days.
- (2) \$10,000.

Form: Any form of a life insurance contract that:

- (1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and
- (2) is one that Prudential usually issues at the age and amount applied for.

This does not include term insurance or a contract with disability or supplementary benefits.

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Premium: Based on Prudential's rate as it applies to the form and amount, and to the dependent's class of risk and age at the time.

Effective Date: The end of the 31 day period during which it may be applied for.

Any death benefit provided under a section of this Coverage is payable to you. If you are not living at the death of a dependent, the death benefit is payable to the dependent's estate or, at Prudential's option, to any one or more of these surviving relatives of the dependent: wife; husband; mother; father; children; brothers; sisters.

The following is added to the Dependents Term Life Coverage provision:

OPTION TO ACCELERATE PAYMENT OF DEATH BENEFITS.

Definitions

- **Terminally Ill Dependent:** A Qualified Dependent Spouse whose life expectancy is 12 months or less.
- **Terminal Illness Proceeds:** The amount of Dependent Term Life Insurance that you may elect to place under this option. The Terminal Illness Proceeds are equal to 50% of the amount in force on your Qualified Dependent's life on the date Prudential receives the proof that your Qualified Dependent is a Terminally Ill Dependent, but not more than \$25,000 combined total amount of Basic and Optional Dependents Term Life Insurance. However, the Terminal Illness Proceeds may be reduced if, within 6 months after the date Prudential receives such proof, a reduction on account of age would have applied to the amount of your Dependents Term Life Insurance for your Qualified Dependent. In that case, the amount of the Terminal Illness Proceeds may not exceed the amount of such Insurance after applying the reduction.

Option: If your Qualified Dependent Spouse becomes a Terminally Ill Dependent while insured under the Dependent Term Life Insurance provision, you may elect to have the Terminal Illness Proceeds placed under this option. That election is subject to the conditions set forth below.

Payment of Terminal Illness Proceeds: If you elect this option, Prudential will pay the Terminal Illness Proceeds you place under this option in one sum when it receives proof that your Qualified Dependent is a Terminally Ill Dependent.

If you do not want the Terminal Illness Proceeds in one sum, you may elect to have them paid in six equal monthly installments. The first monthly payment will be due when Prudential receives proof that your Qualified Dependent is a Terminally Ill Dependent. The other payments are due on the same day of each later month.

To Whom Payable: The benefits under this provision are payable to you.

Amount Due But Unpaid at Your Qualified Dependent's Death: If you elect monthly installments and your Terminally Ill Dependent dies before all payments have been made, Prudential will pay you in one sum. That sum will be the total of the payments that remain.

Amount Due But Unpaid at Your Death: If you elect monthly installments and you die before all payments have been made, Prudential will pay in one sum an amount equal to the total of the payments that remain. Payment will be made to your spouse if living, otherwise to the person or institution appearing to Prudential to have assumed support of your Qualified Dependent.

Conditions: Your right to be paid under this option is subject to these terms:

- (1) You must choose this option in writing in a form that satisfies Prudential.
- (2) You must furnish proof that satisfies Prudential that your Qualified Dependent Spouse's life expectancy is 12 months or less, including certification by a Doctor.
- (3) Your Dependents Term Life Insurance must not be assigned.

- (4) Terminal Illness Proceeds will be made available to you on a voluntary basis only. Therefore:
- (a) If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit.
 - (b) If you are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement, you are not eligible for this benefit.

Effect on Insurance: This benefit is in lieu of the benefits that would have been paid on your Qualified Dependent Spouse's death with respect to the Terminal Illness Proceeds. When you elect this option, the total amount of Dependents Term Life Insurance otherwise payable on your Qualified Dependent Spouse's death will be reduced by the Terminal Illness Proceeds. Also, any amount your Qualified Dependent Spouse could otherwise have converted to an individual contract will be reduced by the Terminal Illness Proceeds.

General Information

BENEFICIARY RULES

The rules in this section apply to insurance payable on account of your death, when the Coverage states that they do. But these rules are modified by any burial expenses rule in the Schedule of Benefits and, if there is an assignment, by the Limits on Assignments section.

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

You have the right to choose a Beneficiary.

If there is a Beneficiary for the insurance, it is payable to that Beneficiary. Any amount of insurance for which there is no Beneficiary at your death will be payable to your estate.

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.

MODE OF SETTLEMENT RULES

The rules in this section apply to Employee Life Insurance payable on account of your death, when the Coverage states that they do. But these rules are subject to the Limits on Assignments section.

"Mode of Settlement" means payment other than in one sum.

Employee Life Insurance is normally paid to the Beneficiary in one sum. But a 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 your death, no Mode of Settlement has been arranged for an amount of your Employee Life Insurance, the Beneficiary and Prudential may then mutually agree on a Mode of Settlement for that amount.

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

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

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

INCONTESTABILITY OF LIFE INSURANCE

This limits Prudential's use of your statements in contesting an amount of Life Insurance for which you are insured. These are statements made to persuade Prudential to accept you for insurance. They will be considered to be made to the best of your knowledge and belief. These rules apply to each statement:

- (1) It will not be used in the contest unless:
 - (a) It is in a written instrument signed by you; and
 - (b) A copy of that instrument is or has been furnished to you or to your Beneficiary.
 - (2) If it relates to your insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during your lifetime.
-

LIMITS ON ASSIGNMENTS

You may assign your insurance under a Coverage. Unless the Schedule of Benefits states otherwise, the following rules apply to assignments: (1) Insurance under any Coverage providing either death benefits or periodic benefits on account of disability may be assigned only as a gift assignment; (2) Insurance under any other Coverage may be assigned without restriction. Any rights, benefits or privileges that you have as an Employee may be assigned. This includes any right you have to choose a Beneficiary or to convert to another contract of insurance. Prudential will not decide if an assignment does what it is intended to do. Prudential will not be held to know that one has been made unless it or a copy is filed with Prudential through the Contract Holder.

This paragraph applies only to insurance for which you have the right to choose a Beneficiary, when that right has been assigned. If an assigned amount of insurance becomes payable on account of your death and, at your death, there is no Beneficiary chosen by the assignee, it will be payable to:

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

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

DEFINITIONS

Active Work Requirement: A requirement that you be actively at work on full time at the Employer's place of business, or at any other place that the Employer's business requires you to go.

Calendar Year: A year starting January 1.

Contributory Insurance, Non-contributory Insurance: Contributory Insurance is insurance for which the Contract Holder has the right to 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, if any, under that Coverage.

Dependents Insurance: Insurance on the person of a dependent.

Doctor: A licensed practitioner of the healing arts acting within the scope of the license.

Earnings: This is the gross amount of money paid to you by the Employer in cash for performing the duties required of your job. Bonuses, overtime pay, Earnings for more than 40 hours per week, and all other benefits are not included.

Employee: A person employed by the Employer; a proprietor or partner of the Employer. The term also applies to that person for any rights after insurance ends.

Employee Insurance: Insurance on the person of an Employee.

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

Injury: Injury to the body of a Covered Person.

Prudential: The Prudential Insurance Company of America.

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

You: An Employee.

CLAIM RULES

These rules apply to payment of benefits under a Coverage when the Coverage states that they do.

Proof of Loss: Prudential must be given written proof of the loss for which claim is made under the Coverage. This proof must cover the occurrence, character and extent of that loss. It must be furnished within 90 days after the date of the loss, except that:

- (1) If any Coverage provides for periodic payment of benefits at monthly or shorter intervals, the proof of loss for each such period must be furnished within 90 days after its end.
- (2) If payment under a Coverage is to be made for charges incurred during a Calendar Year, the proof for that Calendar Year must be furnished within 90 days after its end.

A claim will not be considered valid unless the proof is furnished within these time limits. However, it may not be reasonably possible to do so. In that case, the claim will still be considered valid if the proof is furnished as soon as reasonably possible.

When Benefits are Paid: Benefits are paid when Prudential receives written proof of the loss. But, if a Coverage provides that benefits are payable at equal intervals of a month or less, Prudential will not have to pay those benefits more often.

A benefit unpaid at your death will be paid to your estate. But this does not apply if the Coverage or the Limits on Assignments section on an earlier page states otherwise.

Physical Exam: Prudential, at its own expense, has the right to examine the person whose loss is the basis of claim. Prudential may do this when and as often as is reasonable while the claim is pending.

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

INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY

This limits Prudential's use of your statements in contesting an amount of that insurance for which you are insured. These are statements made to persuade Prudential to effect an amount of that insurance. They will be considered to be made to the best of your knowledge and belief. These rules apply to each statement:

- (1) It will not be used in a contest to avoid or reduce that amount of insurance unless:
 - (a) It is in a written instrument signed by you; and
 - (b) A copy of that instrument is or has been furnished to you.
- (2) It will not be used in the contest after that amount of insurance has been in force, before the contest, for at least two years during your lifetime.

When Your Insurance Ends

EMPLOYEE AND DEPENDENTS INSURANCE

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

- 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 fail to pay, when due, any contribution required for an insurance of the Group Contract. But failure to contribute will not cause your Non-contributory insurance to end. In addition, failure to contribute for Dependents Insurance will not cause your Employee Insurance to end.
- The insurance is Dependents Insurance under the Dependents Term Life Coverage and your Employee Insurance under the Employee Term Life Coverage ends.

Your Dependents Insurance for a Qualified Dependent under a Coverage will end when that person ceases to be a Qualified Dependent for that Coverage.

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

If you stop active full-time work for any reason, you should contact the Employer at once to determine what arrangements, if any, have been made to continue any of your insurance.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Certificate of Coverage

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

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

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

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

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

The Prudential Insurance Company of America

