

**Special Agents Mutual
Benefit Association
(SAMBA)**

Personal Accident Coverage



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
501-371-2749

FOR FLORIDA RESIDENTS

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

FOR INDIANA RESIDENTS

Questions regarding your policy or coverage should be directed to:

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

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

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

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

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

FOR MARYLAND RESIDENTS

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

FOR 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 contact the Office of the Commissioner of Insurance by contacting:

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

THIS NOTICE IS FOR TEXAS RESIDENTS ONLY

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Prudential first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Prudential primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.



Federal Employee
Benefit Association

As an Employee of one of America's federal law enforcement agencies, you work hard to protect our communities, laws and citizens. You also work hard to protect your family and build a safe, secure future. The Special Agents Mutual Benefit Association (SAMBA) is the not-for-profit association dedicated to helping you achieve your goal.

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.

Walter E. Wilson

Executive Director

Table of Contents

SCHEDULE OF BENEFITS	2
DEFINITIONS	7
WHO IS ELIGIBLE TO BECOME INSURED.....	9
PERSONAL ACCIDENT COVERAGE	11
ADDITIONAL BENEFITS UNDER PERSONAL ACCIDENT COVERAGE	15
DEFINITIONS UNDER PERSONAL ACCIDENT COVERAGE.....	19
GENERAL INFORMATION.....	22
WHEN YOUR INSURANCE ENDS.....	24
CERTIFICATE OF COVERAGE	29

Schedule of Benefits

Covered Classes: The "Covered Classes" are the following Members of the Special Agents Mutual Benefit Association: All active and retired Members who are U.S. citizens and residing in the United States at the time of application including all eligible Members, active and retired prior to January 1, 2004 as designated by the Contract Holder and reported to Prudential.

Program Date: January 1, 2007. 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.
- The Employer expects to continue the Group Program indefinitely. But the Employer reserves the right to change or end it at any time. This would change or end the terms of the Group Program in effect at that time for active and retired Members.

PERSONAL ACCIDENT 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 your Employer and reported to Prudential.

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance*
All Members	
Option 1	\$10,000
Option 2	\$25,000
Option 3	\$50,000
Option 4	\$100,000
Option 5	\$150,000
Option 6	\$200,000
Option 7	\$250,000
Option 8	\$300,000
Option 9	\$400,000
Option 10	\$500,000

*If you are enrolled for Personal Accident Coverage on January 1, 2007 and you were covered for the Personal Accident Coverage on December 31, 2006, the amount for which you are insured will be the amount of insurance that can be purchased based on your 2006 contribution as reported to Prudential by the Contract Holder.

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.

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 your amount of insurance would be changed, that change will be deferred until the date you meet that requirement.

Amount Limit Due to Age: When you are age 70 or more but less than age 75, your amount of insurance is limited. It is limited to \$50,000.

When you are age 75 or more, your amount of insurance is further limited. It is limited to \$10,000.

BENEFIT AMOUNTS UNDER DEPENDENTS INSURANCE:

You may enroll your Qualified Dependents for the plan shown below.

Persons who are your Qualified Dependent	Amount of Insurance on each Qualified Dependent, as a percent of your Member Insurance*
Your spouse	60% on your spouse
Your child(ren)only	20% on each child**
Your spouse and child(ren)	50% on your spouse; and 15% on each child
	**Maximum for each child: \$50,000

**If you are enrolled for Dependents Insurance under the Personal Accident Coverage on January 1, 2007 and you were covered for Dependents Insurance under the Personal Accident Coverage on December 31, 2006, the amount for which you are insured will be the amount of insurance that can be purchased based on your 2006 contribution as reported to Prudential by the Contract Holder.

ADDITIONAL BENEFITS UNDER MEMBER AND DEPENDENTS INSURANCE:

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

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

- (1) 10% of the Amount of Insurance on the person; and
- (2) \$25,000.

Additional Amount Payable for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag: \$5,000.

Additional Amount Payable for Tuition Reimbursement for your Dependent Spouse: An amount equal to the least of:

- (1) the actual annual tuition charged for the program;
- (2) 5% of your Amount of Insurance; and
- (3) \$5,000.

This benefit is payable for only one year.

Additional Amount Payable for Tuition Reimbursement for your Dependent Child: An amount equal to the least of:

- (1) the actual annual tuition, exclusive of room and board, charged by the School;
- (2) 5% of the Amount of Insurance on the person; and
- (3) \$5,000.

This benefit is payable annually for up to 4 consecutive years, but not beyond the date the child reaches age 23.

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

- (1) the actual cost charged by such Child Care Center per year;
- (2) 5% of the Amount of Insurance on the person; and
- (3) \$5,000.

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

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

- (1) the amount payable for the one largest amount to which the child is entitled; and
- (2) \$100,000.

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

- (1) the actual cost charged for counseling sessions; and
- (2) \$50.00.

This benefit is payable for up to 10 sessions per person.

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

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

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

- (1) Your spouse dies.
- (2) Your Mortgage is paid in full.
- (3) Your House is sold.
- (4) The benefit has been paid for 12 consecutive months.

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

- (1) 5% 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 12 consecutive months.

Additional Amount Payable for Critical Burns: An amount equal to the lesser of:

- (1) 25% of the Amount of Insurance on the person; and
- (2) \$25,000.

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

- (1) Benefits for tuition reimbursement for your spouse payable on the account of your Loss of life will be paid to:
 - (a) your spouse, if living; or
 - (b) your spouse's estate.
- (2) Benefits for child care expenses or tuition reimbursement for your dependent children will be paid to the person or institution appearing to Prudential to have assumed the main support of the children when such benefits are payable on account of:
 - (a) your Loss of life; or
 - (b) your spouse's Loss of life that are unpaid at your death.
- (3) Benefits for monthly mortgage payments payable on account of your Loss of life will be paid to your spouse.
- (4) Benefits for any other of your Losses that are unpaid at your death or become payable on account of your death will be paid to your Beneficiary or Beneficiaries. (see Beneficiary Rules.)
- (5) If you are not living, benefits for a dependent's Losses are payable to the dependent who suffered the Loss. If that dependent is not living, the benefits will be paid to that dependent's estate.

OTHER INFORMATION

Contract Holder: SPECIAL AGENTS MUTUAL BENEFIT ASSOCIATION (SAMBA)

Group Contract No.: G-9400-DC

Federal Agencies: Agencies which are reported to Prudential by the Contract Holder in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

Contract Anniversary: January 1 of each year.

Cost of Insurance: 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.

Definitions

Actively at Work/ Active Employment for Active Members: A requirement that you are in active pay and duty status working for the Agency by which you are employed for earnings that are paid to you regularly and you are performing each of the material duties of your occupation. You must work at an Agency's usual place of business; an alternate work site at the direction of the Agency; or at any other place that the Agency's business requires you to travel.

Agency: Either the Special Agents Mutual Benefit Association or an agency of the Federal Government that has been approved by the Contract Holder in writing.

Beneficiary: The person or entity named to receive a benefit at death of a Member or Dependent of a Member unless indicated otherwise.

Calendar Year: A year starting January 1.

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

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: A Member who is insured for Member Insurance under that Coverage; a Qualified Dependent for whom a Member is insured for Dependents Insurance, if any, under that Coverage under the Contract which has become effective and has not ended.

Contract Holder: The Association in whose name the Contract is issued.

Dependent: any of the following: (1) the Member's lawful spouse; or (2) the unmarried dependent child of a Member from live birth to under 22 years of age (which includes a stepchild, legally adopted child, child placed in the home for adoption, grandchild in the legal custody of the Member, and foster child). A Dependent stepchild must be living with the Member in a normal parent-child relationship (except when living outside the house to attend school on a full-time basis) or be financially dependent upon the Member for federal income tax purposes.

A spouse or child covered under the Contract as a Member of SAMBA will not be eligible as a Dependent. If both parents are covered as Members of SAMBA, a child will be the dependent of only one parent.

Dependents Insurance: Insurance on the person of a dependent.

Doctor: A licensed practitioner of the healing arts acting within the scope of the license. The doctor must not be a member of the Member's Immediate Family. Immediate Family means a Member or a Member's spouse, parent, child, grandparent, brother, sister, in-law, or any person residing with that Member.

Earnings: This is the gross amount of money paid to you by the Agency by which you are employed for performing the duties required of your job.

Member: A person who is a Member of SAMBA other than a Member who becomes a Member as a result of being a surviving spouse. The term also applies to that person for any rights after insurance ends.

Member Insurance: Insurance on the person of a Member.

Employment Classification: The paygrade or Employment category assigned to an Employee by the Agency.

Injury: Bodily Injury sustained directly and independently of all other causes, which results in loss covered by the Contract. The Injury must occur while the Member or Dependent is covered under the Contract.

Prudential: The Prudential Insurance Company of America.

Registered Domestic Partner: Your Registered Domestic Partner means a person whose domestic partnership with you has been validly registered by the government of the District of Columbia.

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 Sickness must occur while the coverage for the Member or Dependent is in force under the Contract.

You: A Member.

Eligibility and Effective Date

FOR MEMBER INSURANCE

You are eligible to enroll for Member Insurance while:

- You are on active pay and duty status with an eligible agency of the Federal Government or a retired Member of an eligible agency of the Federal Government; and
- You are in a Covered Class.

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. "Class" means Covered Class, Benefit Class or anything related to work, such as position or Earnings, which affects the insurance available.

Your Member Insurance under a Coverage will begin the first day of the pay period on which:

- You have enrolled; and
- You are eligible for Member Insurance; and
- You are in a Covered Class for that insurance; and
- That Coverage is part of the Group Contract.

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

Reinstatement: If your coverage is terminated due to your loss of active pay and duty status, and you return to active pay and duty status within 6 months of the date your leave began, you will not be required to submit new evidence of insurability provided you apply within 30 days of the return to active employment. Payment of premium is required during the approved absence.

Delay of Effective Date

If you are an Active Member, your Member 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 INSURANCE

You are eligible for Dependents Insurance while:

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

Qualified Dependents are the persons for whom you may obtain Dependents Insurance as defined in the Definitions section.

Your Dependents Insurance under a Coverage for a person will begin the first day of the pay period on which all of these conditions are met:

- You have enrolled for Dependents Insurance under the Coverage.
- The person is your Qualified Dependent.
- You are in a Covered Class for that insurance.
- You are insured for Member Insurance under the personal accident Coverage of the Group Contract, if any.
- 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. SAMBA will tell you the amount of any contribution when you enroll.

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

Change in Family Status: It is important that you inform the Employer promptly when you first acquire a Qualified Dependent, and when you no longer have a Qualified Dependent. Forms are available for reporting these changes.

Delay of Effective Date

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

Newborn Child Exception: This section does not apply to any newborn child following a live birth.

Personal Accident Coverage

FOR YOU AND YOUR DEPENDENTS

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

Loss means the person's:

- (1) loss of life.
- (2) total and permanent loss of sight.
- (3) total and permanent loss of speech.
- (4) total and permanent loss of hearing.
- (5) loss of hand or foot by severance at or above the wrist or ankle.
- (6) loss of thumb and index finger of the same hand by severance at or above the point at which they are attached to the hand.
- (7) loss due to Quadriplegia, Paraplegia or Hemiplegia.
- (8) loss due to Coma.
- (9) Total and Permanent Disability (for you only).

A. BENEFITS.

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

- (1) The person sustains an accidental bodily Injury while a Covered Person.
- (2) The Loss results directly from that Injury and from no other cause.
- (3) The person suffers the Loss within 365 days after the accident. But, if the Loss is due to Coma, that Loss:
 - (a) begins within 365 days after the accident;
 - (b) continues for 31 consecutive days; and
 - (c) is total, continuous and permanent at the end of that 31 day period.

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

(4) The Loss is due to Total and Permanent Disability, and

(a) begins within 180 days after the accident;

(b) continues for 12 consecutive months; and

(c) is total, continuous and permanent at the end of that 12 month period.

Any benefit for a Loss due to Total and Permanent Disability will not begin until the end of the 12 month period in (b) above.

For the purposes of the Coverage:

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

(2) It will be presumed that the person has suffered a Loss of life if the person's body has not been found within one year of disappearance, stranding, sinking or wrecking of any vehicle in which the person was an occupant.

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

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

Percent of the Person's
Amount of Insurance

Loss of or by Reason of:

Life	100
Sight of Both Eyes	100
Speech and Hearing in Both Ears	100
Both Hands	100
Both Feet	100
One Hand and One Foot	100
One Hand and Sight of One Eye	100
One Foot and Sight of One Eye	100
Quadriplegia	100
Paraplegia.....	75
Sight of One Eye.....	50
Speech	50
Hearing in Both Ears.....	50
One Hand.....	50
One Foot.....	50
Hemiplegia.....	50
Thumb and Index Finger of the Same Hand	25
Hearing of one ear	25
Total and Permanent Disability.....	1% per month, up to 100 months
Coma	1% per month, up to 100 months

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.

Optional Settlement: If an amount becomes payable under this Coverage at death, the person to whom it is payable and Prudential may then mutually agree to payment in other than one sum. This may be done only if that person is a natural person taking in that person's own right.

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. **(Missouri Residents: See Benefit Modification for Missouri Residents.)**
- (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 accidental
 - (b) a bacterial infection resulting from the accidental ingestion of a contaminated substance.
- (6) Taking part in any insurrection.
- (7) War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression.
- (8) An accident that occurs while the person is serving on full-time active duty for more than 30 days in any armed forces. But this will not include Reserve or National Guard active duty for training.
- (9) Commission of or attempt to commit a felony, assault or illegal action.
- (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 Federal Agency or any of its subsidiary or affiliates.

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

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

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

Additional Benefits under Personal Accident Coverage

FOR YOU AND YOUR DEPENDENTS

A. 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 Limitations of those terms. Any such benefit is payable in addition to any other benefit payable under this Coverage. The additional amount payable for each additional benefit is shown in the Schedule of Benefits. Any additional conditions that apply to an additional benefit are shown below. An additional benefit is payable only if those conditions are met.

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

This additional benefit for the person's Loss of life only applies if this test is met.

The person sustains an accidental bodily Injury resulting in the Loss while:

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

Losses Not Covered under this Additional Benefit: A Loss is not covered under this additional benefit if it results from driving or riding in any Automobile used in a race or a speed or endurance test, for acrobatic or stunt driving, or for any illegal purpose.

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

This additional benefit for the person's Loss of life only applies if this test is met.

The person sustains an accidental bodily Injury resulting in the Loss while:

- (a) the person is a driver or passenger in an Automobile;
- (b) the person is wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer;
- (c) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s);
- (d) the Automobile is equipped with a factory-installed Air Bag; and
- (e) a properly functioning Air Bag was deployed for the seat that 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, for acrobatic or stunt driving, or for any illegal purpose.

(3) Additional Benefit for Tuition Reimbursement for Your Dependent Spouse:

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

This additional benefit is payable for your Qualified Dependent spouse who:

- (a) is insured for Dependents Insurance under the Coverage on the date of your death; and
- (b) enrolls in any professional or trades program within 30 months after the date of your death for the purposes of obtaining an independent source of support or enriching that spouse's ability to earn a living. Proof of enrollment must be given to Prudential.

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

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

This additional benefit is payable for each dependent child less than age 24 who, on the date of death, is:

- (a) insured for Dependents insurance under the Coverage and
- (b) enrolled as a full-time student in a School; or
- (c) in the 12th grade and becomes a full-time student in a School within 365 days after that date.

Proof of enrollment must be given to Prudential.

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

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

This additional benefit is payable for each Qualified Dependent child less than age 13 who, on the date of death, is:

- (a) insured for Dependents insurance under the Coverage and
- (b) enrolled at a Child Care Center or
- (c) becomes enrolled at a Child Care Center within 90 days after that date.

Proof of enrollment must be given to Prudential.

(6) Additional Benefit for Your Child's Loss:

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

- (a) That Loss is not a Loss of life.
- (b) That child was 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.

(7) Additional Benefit for Bereavement and Trauma Counseling:

This additional benefit only applies if the person requires bereavement and trauma counseling because you, your Qualified Dependent spouse or 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.

- (b) enrolled at a Child Care Center or
- (c) becomes enrolled at a Child Care Center within 90 days after that date.

Proof of enrollment must be given to Prudential.

(8) Additional Benefit for Monthly Mortgage Payment:

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

- (a) You suffer an accidental bodily Injury that results in a Loss of life within 365 days of an accident.
- (b) You have a surviving spouse at the time of your death.
- (c) Your surviving spouse is a co-borrower of your Mortgage.
- (d) You have an outstanding balance on your Mortgage at the time of your death.

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

(9) Additional Benefit for Monthly Rehabilitation Expense:

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

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

B. ADDITIONAL BENEFIT FOR CRITICAL BURNS:

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

- (1) You suffer Critical Burns that result in Permanent Disfigurement:
 - (a) while a Covered Person under the Coverage; and
 - (b) while Working for your Employer.
- (2) The provisions of the Losses Not Covered section of the Coverage apply to the cause of the Injury as if it were a Loss.

Benefit Amount Payable for Critical Burns: The additional amount payable is in the Schedule of Benefits.

Definitions under Personal Accident Coverage

FOR YOU AND YOUR DEPENDENTS

Some of the terms used in the Coverage:

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

Automobile: A validly registered:

- (1) vehicle that may be legally driven with the standard issue class of motor vehicle driver's license and no additional class of license is necessary to operate this vehicle; or
- (2) four wheel, two axle private passenger motor vehicle.

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

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

Child Care Center: A facility or individual which:

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

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

Commuting to and from Work: Leaving your primary residence and going directly to your Regular Place of Employment; and returning from your Regular Place of Employment and going directly to your primary residence. Such commuting must take place during a regular workday.

Critical Burns: Burns that are classified by a Doctor as being more severe than second degree.

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

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

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

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

Permanent Disfigurement: Scarring over 25% of the body that can be corrected only by cosmetic surgery.

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

Regular Place of Employment: The Employer's place of business at which you spend at least 50% of your working hours and which is located within 100 miles of your primary residence. Satellite offices located within 100 miles of your primary residence are also included.

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

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

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

Total and Permanent Disability: You are Totally and Permanently Disabled when:

- (1) Total Disability exists; and
- (2) Total Disability is such that condition (2) of the below Total Disability definition will be met for the rest of your lifetime.

Total Disability: You are Totally Disabled when:

- (1) You are not working at any job for wage or profit; and
- (2) Due to accidental bodily Injury:
 - (a) you are not able to perform, for wage or profit, the material and substantial duties of your occupation; and
 - (b) beyond one year after you sustain the Injury, 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.

Working for Your Employer: Performing the duties of your job with your Employer either on or off your Employer's premises. But the term does not include Commuting to and from Work, vacations or leaves of absence.

General Information

BENEFICIARY RULES

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

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

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

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

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

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

CLAIM RULES

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

Proof of Loss: Prudential must be given written proof of the loss for which claim is made under the Coverage. This proof must cover the occurrence, character and extent of that loss. It must be furnished within 90 days after the date of the loss. But, if any Coverage provides for periodic payment of benefits at monthly or shorter intervals, the proof of loss for each such period must be furnished within 90 days after its end.

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

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

Physical Exam and Autopsy: Prudential, at its own expense, has the right to examine the person whose loss is the basis of claim. Prudential may do this when and as often as is reasonable while the claim is pending. Prudential also has the right to arrange for an autopsy in case of accidental death, if it is not forbidden by law.

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

INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY

This limits Prudential's use of 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 application signed by you; and
 - (b) A copy of that application 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

MEMBER INSURANCE

Your Member Insurance under a Coverage will terminate on the earliest of any of the following:

- the date the Group Contract providing the insurance ends;
- the date for Contributory Insurance under a Coverage of the Group Contract, you fail to pay, when due, any contribution required;
- the date you enter active military service of any country. For purposes of this insurance, active military service for training purposes of one month or less is not full-time service;
- the date the first of the following occurs: (a) the day your active pay and duty status with the Federal Government ends; or (b) the first anniversary of the date that you went on non-pay status on an approved leave. These provisions will not apply to you if, on the day your coverage would have terminated, you are still on a Federal Government payroll in some type of retiree status or are on a leave that is covered by Workers' Compensation; in that case you may become covered under the SAMBA retiree benefits as stated below;
- the day after the day you retire. If you have been covered for at least one year prior to retirement, the member may elect to be insured after retirement. You may continue coverage after retirement provided that within 60 days of retirement, you notify the Contract Holder of your choice of retiree plans then being offered and make arrangements for continued payment of premiums. If you elect coverage after retirement and subsequently returns to Active Employment, then retirement coverage will terminate; or
- the next premium due date following the date you request cancellation of coverage. You must make this request in writing to SAMBA. No portion of the premiums already paid for premiums which were due prior to the request for cancellation will be refunded;
- the date on which the Member attains the limiting age.

DEPENDENTS INSURANCE

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

- the date your coverage terminates, unless otherwise shown below;
- the end of the period for which any required premiums have not been made for Dependents Coverage;
- the date the Dependent enters active military service of any country. For purposes of this coverage, active military service for training purposes of one month or less is not full-time service;
- the first day of the month following the date Dependents as a class are no longer eligible for coverage under the Contract if the Contract has been amended to discontinue Dependents coverage for all or certain classes of Dependents;

- the premium due date following the date the Dependent no longer meets the definition of Dependent;
- the date on which the Limiting Age, if any, is attained.

Continued Coverage for Personal Accident Coverage In the Event of Your Death:

If you suffer an accidental Loss of life for which benefits are payable under the Personal Accident Coverage of the Group Contract, your Dependents Insurance under that Coverage will be continued after your death. No premiums are required for the continued coverage.

The insurance will be continued from the date it would have ended until the first of these occurs:

- The day 12 months from the date of your death.
- In the case of your Qualified Dependent spouse, the day your spouse remarries.
- In the case of your Qualified Dependent child, the day the child ceases to be a Qualified Dependent under the insurance.
- The part of the Group Contract providing the insurance ends.

If the you die while your Dependents are covered, the Dependents have the right to continue coverage for the Dependents Group Term Life, Spouse Supplemental Group Term Life Insurance and Personal Accident Insurance, if within 60 days of your death, arrangements are made for continued payment of premium. The surviving spouse, if any, or in the case of no surviving spouse, the children, or legal guardian of the minor children is responsible for premium payment arrangement. All other terms of the Group Contract will apply if you had not died, except that benefits under the Coverage will be paid to:

- (1) your spouse, if living; or
- (2) your spouse's estate, if your spouse is not living but survived by your Qualified Dependent children;
- (3) the person or institution appearing to Prudential to have assumed the main support of your Qualified Dependent children, if neither (1) nor (2) applies.

If an amount is so paid, Prudential will not have to pay that part of the insurance.

Vermont Mandatory Civil Union Endorsement

PURPOSE

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

DEFINITIONS, TERMS, CONDITIONS AND PROVISIONS

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

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

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

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

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

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

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

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

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

Benefit Modification for Missouri Residents

Regardless of any provisions of the Group Contract that affect accident coverage to the contrary, the following provision modifies the accident Coverages for Missouri residents:

Suicide while insane is no defense to the payment of accidental death benefits, unless Prudential can show that you intended suicide when you enrolled for the coverage. Suicide while sane is a defense.

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
751 Broad Street
Newark, New Jersey 07102

ERISA INFORMATION

ERISA INFORMATION

1. Name of Plan:	<p>SAMBA Group Insurance Plan (the Plan). All benefit programs that SAMBA sponsors for its membership, including, without limitation, Group Term Life with Accidental Death and Dismemberment Insurance, Dependents Group Term Life Insurance, Supplemental Group Term Life Insurance, the SAMBA Health Benefits Plan, and all other insured and self-insured programs, constitute one employee welfare benefit plan within the meaning of ERISA, the federal law that governs this Plan.</p>
2. Plan Sponsor:	<p>Special Agents Mutual Benefit Association (SAMBA) 11301 Old Georgetown Road Rockville, Maryland 20852-2800 (301) 984-1440 or (800) 638-6589 www.sambaplans.com</p>
3. Employer ID Number:	<p>EIN #52-1074154</p>
4. Type of Plan:	<p>An employee welfare plan providing benefits for:</p> <ul style="list-style-type: none"> • Group Term Life with Accidental Death and Dismemberment Insurance* • Dependents Group Term Life Insurance* • Supplemental Group Term Life Insurance* • Disability Income Protection • Personal Accident Insurance • Dental and Vision Insurance • Dependent Children Health Benefit • Long Term Care Insurance • Personal Legal Services Plan • Terrorism Coverage • Federal Employees Health Benefits <p>(*The attached certificate describes these plans.)</p>
5. Plan Number:	<p>PN 501</p>
6. Effective Date:	<p>The program described in the attached Certificate became effective on January 1, 2004.</p>

<p>7. Who Is Eligible for the Group Term Life with Accidental Death and Dismemberment Insurance, Dependents Group Term Life Insurance, and Supplemental Group Term Life Insurance Programs:</p>	<p>To determine whether you or your spouse or dependents are eligible, please read the eligibility information contained in the attached Certificate of Insurance issued by The Prudential Insurance Company of America. Employees of the Employers listed below who are actively at work at least 20 hours per week are eligible to enroll, subject to providing evidence of insurability. Individuals eligible to enroll are subject to the conditions in the Certificate. Employers include the following agencies of the federal government:</p> <ul style="list-style-type: none"> • The Federal Bureau of Investigation (FBI) • The Drug Enforcement Administration (DEA) • The Bureau of Alcohol, Tobacco, and Firearms (BATF) • The Naval Investigative Service (NIS) • The United States Marshals Service (USMS) • The Department of Justice Office of the Inspector General (IG) • The Criminal Investigation Division and the Office of the Chief Inspector of the Internal Revenue Service (IRS) • Civilian Employees of the Office of Special Investigations of the Department of the Air Force (OSI) • The Executive Office of the U.S. Attorneys (EOUSA) • The Offices, Boards and Divisions of the Department of Justice (OBD) • The United States Customs Service (USCS) • The Financial Crimes Enforcement Network (FINCEN) • The Offices of the Inspectors General (IGS) • The Transportation Security Administration • United States Coast Guard Investigative Service (CGIS) • National Highway Traffic Safety Administration (NHTSA) Odometer Fraud • Office of the Director of National Intelligence including Affiliated Centers and Staffs (ODNI) • Central Intelligence Agency (CIA, CIA-DC, CIA-VA) • Defense Intelligence Agency (DIA) • Dept. of Energy/Office of Intelligence (DOE-01) • Dept. of Homeland Security, Office of Intelligence and Analysis (DHS-01A)
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	<ul style="list-style-type: none"> • Dept. of Treasury, Office of Intelligence and Analysis (TREAS-01) • Drug Enforcement Administration, Intelligence Division (DEA-ID) • National Geospatial Intelligence Agency (NGA) • National Reconnaissance Office (NRC) • National Security Agency (NSA) • Office of Naval Intelligence (NAVAL-01) • U.S. State Department. Bureau of Intelligence and Research (STATEBIR) • U.S. Air Force, Office of Intelligence and Air Intelligence Agency (AIR-01) • U.S. Army, Office of Intelligence and Security Command (ARMY-01) • U.S. Coast Guard, Office of Intelligence and Criminal Investigations (COAST-01) • U.S. Marine Corps, Office of Intelligence and Marine Intelligence Activity (MARINE-01) • DOD, OFC of Secretary, Washington Headquarter Services (DODWSH) <p>SAMBA may add or delete Employers from time to time.</p>
8. Plan Administration	The Plan is administered and maintained by SAMBA, at the address listed in item 2.
9. Type of Administration	The administration of the Group Term Life with Accidental Death and Dismemberment Insurance, Dependents Group Term Life Insurance, and Supplemental Group Term Life Insurance (all insured by The Prudential Insurance Company Of America under Group Term Life Contract G-09400-DC) is under the supervision of the Plan Administrator. The duty of the Plan Administrator is to see that the plan provisions are carried out for the benefit of the persons entitled to participate without discrimination among participants.
10. Amendment or Termination of Plan:	This Plan, including any program under the Plan, may be amended or terminated at any time by SAMBA.
11. Agent for Service of Legal Process:	Corporation Guarantee & Trust Company. 1150 Connecticut Avenue, NW Washington, D.C. 20036 Legal Process may also be served on the Executive Director at the address listed in item 2.
12. Plan Year:	All financial records of the Plan are kept on a fiscal year of January 1 through December 31.

13. Cost of Benefits and Plan Funding:	Premiums for Group Term Life with Accidental Death and Dismemberment Insurance, Dependents Group Term Life Insurance, and Supplemental Group Term Life Insurance are paid by plan participants. This plan is fully insured by The Prudential Insurance Company of America
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Plan Benefits Provided by

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

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

The Prudential Insurance Company of America as Claims Administrator has the sole discretion to interpret the terms of the Group Contract, to make factual findings, and to determine eligibility for benefits. The decision of the Claims Administrator shall not be overturned unless arbitrary and capricious.

Loss of Benefits

You must continue to be a member of the class to which this plan pertains and continue to make any of the contributions agreed to when you enroll. Failure to do so may result in partial or total loss of your benefits. It is intended that this plan will be continued for an indefinite period of time. But, the employer reserves the right to change or terminate the plan. This booklet 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 date on which you respond to the request for additional information.

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

- (a) the specific reason(s) for the denial,
- (b) references to the specific plan provisions on which the benefit determination was based,
- (c) a description of any additional material or information necessary for you to perfect a claim and an explanation of why such information is necessary,
- (d) a description of Prudential's appeals procedures and applicable time limits, including a statement of your right to bring a civil action under section 502(a) of ERISA following your appeals, and
- (e) if an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

2. Appeals of Adverse Determination

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

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

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

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

- (a) the specific reason(s) for the adverse determination,
- (b) references to the specific plan provisions on which the determination was based,

- (c) a statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request,
- (d) a description of Prudential's review procedures and applicable time limits,
- (e) a statement that you have the right to obtain upon request and free of charge, a copy of internal rules or guidelines relied upon in making this determination, and
- (f) a statement describing any appeals procedures offered by the plan, 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 or if you do not receive a response to your appeal within the appropriate time frame (in which case the appeal is deemed to have been denied), you or your representative may make a second, voluntary appeal of your denial in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your second appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

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

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

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

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). 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 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 up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

