Disclosure Notice

FOR ARKANSAS RESIDENTS

Prudential’s Customer Service Office:

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

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

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

FOR FLORIDA RESIDENTS

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

FOR 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/doi.
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 TEXAS RESIDENTS

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

FOR WISCONSIN RESIDENTS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

Prudential’s Customer Service Office:

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) 490-1007
Web: http://www.tdi.texas.gov
Email: consumerprotection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISOS IMPORTANTES

Para obtener información o para someter una queja:

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: http://www.tdi.texas.gov
Email: consumerprotection@tdi.texas.gov

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.
Certificate of Coverage

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

Insured Associate: 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 Associate 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
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 Associates of the Contract Holder (and its Associated Companies): (1) All full-time Associates of Global Employment Company, as designated by global assignment letter or employment contract, of the Wal-Mart Far East Management Pte Ltd, Hong Kong Branch, Global Employment Company Division, who are identified as eligible for coverage by the Contract Holder and as reported to Prudential, (2) all Associates of Global Sourcing, and (3) all individuals who are classified as Associates in the Contract Holder's payroll system and who are not specifically excluded from eligibility. The following individuals are excluded from eligibility: leased Employees, nonresident aliens except those classified as full-time in the U.S. payroll system, independent contractors, consultants, Associates covered by a collective bargaining agreement to the extent the collective bargaining agreement does not provide for participation in this insurance benefit, and any individual who is not classified as an Associate by the Contract Holder. The Covered Classes also includes members of the Contract Holder’s Board of Directors and Non-Employee Guests of the Contract Holder who are traveling at the expense and specific request of the Contract Holder. Non-Employee Guests will be considered Associates for the purposes of insurance.

Program Date: January 1, 2016. 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.

BUSINESS TRAVEL ACCIDENT COVERAGE

BENEFIT AMOUNTS UNDER ASSOCIATE INSURANCE:

Amount For Each Benefit Class:

<table>
<thead>
<tr>
<th>Benefit Classes</th>
<th>Amount of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1A: All Associates, other than Guests</td>
<td>300% of your annual Earnings. If this amount is not a multiple of $1,000, it will be rounded to the nearer multiple of $1,000 with $500 rounded up. Minimum Amount: $200,000. Maximum Amount: $1,000,000.</td>
</tr>
<tr>
<td>Class 1B: All Associates, other than Guests</td>
<td>$10,000.</td>
</tr>
<tr>
<td>Class 2: All Guests</td>
<td>$50,000.</td>
</tr>
</tbody>
</table>

The Definitions section explains what "Earnings" means.

Increases and Decreases: Your amount of insurance will be increased or decreased on the date your annual Earnings change. 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.
AGGREGATE LIMIT(S):

Aggregate Limit Per Covered Accident: $10,000,000
Aggregate Limit Per Specific Activity Hazard Accident: $20,000,000
Aggregate Limit Per Felonious Assault Hazard Accident: $10,000,000

ADDITIONAL BENEFITS UNDER ASSOCIATE 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: $10,000.

But if the use or non-use of a seat belt cannot be conclusively determined: $1,000.

Additional Amount Payable for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag: $10,000.

Additional Amount Payable for Medical Evacuation: An amount equal to the lesser of:

1) the actual cost of the Medical Evacuation; and
2) $15,000.

Additional Amount Payable for Funeral Expenses: An amount equal to the lesser of:

1) the amount of the Funeral Expenses; and
2) $5,000.

Additional Amount Payable for Family Relocation and Accompaniment:

For your spouse, an amount equal to the lesser of:

a) 50% of your Amount of Insurance; and
b) $100,000.

For each dependent child, an amount equal to the lesser of:

a) 10% of your Amount of Insurance; and
b) $10,000.

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

1) 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.)

2) 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: WAL-MART STORES, INC.

Group Contract No.: BG-43939-AR

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.

Cost of Insurance: The insurance in this Booklet is Non-contributory Insurance. The entire cost of the insurance is being paid by the Contract Holder.

Prudential’s Address:

The Prudential Insurance Company of America
80 Livingston Avenue
Roseland, New Jersey 07068

WHEN YOU HAVE A CLAIM

Each time a claim is made, it should be made without delay.
Who is Eligible to Become Insured

FOR ASSOCIATE INSURANCE

You are eligible to become insured for Associate Insurance while:

- You are an Associate of the Employer; 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. **This applies if you are an Associate of more than one subsidiary or affiliate of an employer included under the Group Contract:** For the insurance, you will be considered an Associate of only one of those subsidiaries or affiliates. Your service with the others will be treated as service with that one.

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

When You Become Insured

FOR ASSOCIATE INSURANCE

Your Associate Insurance under a Coverage will begin the first day on which:

- You are eligible for Associate Insurance; and
- You are in a Covered Class for that insurance; and
- You have met any evidence requirement for Associate 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.

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

FOR ASSOCIATE INSURANCE

Your Associate 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.
Business Travel Accident Coverage

FOR YOU ONLY

This Coverage pays benefits for accidental Loss which results from a Covered Accident.

Loss means your:

(1) loss of life;
(2) total and permanent Loss of Sight;
(3) total and permanent Loss of Speech;
(4) total and permanent Loss of Hearing;
(5) loss of arm or leg by severance at or above the elbow or knee;
(6) loss of hand* or foot by severance at or above the wrist or ankle;
(7) 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;
(8) loss due to Quadriplegia, Paraplegia, Hemiplegia, or Uniplegia;
(9) loss due to Coma; or
(10) loss due to Brain Damage.

Covered Accident means an accident which happens to you while you are engaged in or the victim of a Hazard described in the Hazard provisions.

*In South Carolina, loss by severance of 4 fingers of the same hand is equivalent to loss of a hand.

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) The Loss is due to a Covered Accident.
(4) You suffer the Loss within 365 days after the Covered Accident. But, if the Loss is due to Coma, that Loss:
   (i) continues for one month; and
   (ii) is total, continuous and permanent at the end of that one month period.
Any benefit for a Loss due to Coma will not begin until the end of the one month period in (ii) above.

(b) Brain Damage, that Loss:

(i) begins within 30 days after the Covered Accident;

(ii) requires a Hospital Inpatient Stay of more than 5 consecutive days within 30 days after the Covered Accident; and

(iii) continues for 12 consecutive months.

Any benefit for a Loss due to Brain Damage will not begin until the end of the 12 month period in (iii) 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.

<table>
<thead>
<tr>
<th>Loss of or by Reason of:</th>
<th>Percent of the Your Amount of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life</td>
<td>100</td>
</tr>
<tr>
<td>Sight of Both Eyes</td>
<td>100</td>
</tr>
<tr>
<td>Speech and Hearing in Both Ears</td>
<td>100</td>
</tr>
<tr>
<td>Both Hands</td>
<td>100</td>
</tr>
<tr>
<td>Both Feet</td>
<td>100</td>
</tr>
<tr>
<td>One Arm or One Leg</td>
<td>100</td>
</tr>
<tr>
<td>One Hand and One Foot</td>
<td>100</td>
</tr>
<tr>
<td>One Hand and Sight of One Eye</td>
<td>100</td>
</tr>
<tr>
<td>One Foot and Sight of One Eye</td>
<td>100</td>
</tr>
<tr>
<td>Quadriplegia</td>
<td>100</td>
</tr>
<tr>
<td>Paraplegia</td>
<td>100</td>
</tr>
<tr>
<td>Hemiplegia</td>
<td>100</td>
</tr>
<tr>
<td>Sight of One Eye</td>
<td>50</td>
</tr>
<tr>
<td>Speech</td>
<td>50</td>
</tr>
<tr>
<td>Hearing in Both Ears</td>
<td>50</td>
</tr>
<tr>
<td>One Hand</td>
<td>50</td>
</tr>
<tr>
<td>One Foot</td>
<td>50</td>
</tr>
<tr>
<td>Uniplegia</td>
<td>25</td>
</tr>
</tbody>
</table>
Limits:

Limits Per Covered Accident:

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

(2) Benefits for accidental Loss which results from a Covered Accident will be paid only once, even if more than one Hazard provision applies.

Aggregate Limit(s): If, as a result of one accident, the total amount of benefits payable for all Covered Persons under all accident Coverages of the Group Contract is more than the applicable Aggregate Limit, the benefit amount payable for a specific Covered Person's Loss will be determined as a proportionate share of that Limit.

The Aggregate Limit(s) are shown in the Schedule of Benefits.

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.

(2) Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.

(3) Sickness, whether the Loss results directly or indirectly from the Sickness.

(4) Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.

(5) Any bacterial or viral infection. But, this does not include:

   (a) a pyogenic infection resulting from an accidental cut or wound; or

   (b) a bacterial infection resulting from accidental ingestion of a contaminated substance.

(6) War, or any act of war, War means declared or undeclared war, and includes resistance to armed aggression.

(7) An accident that occurs while the person is serving on full-time active duty for more than 30 days in any armed forces. But this does not include Reserve or National Guard active duty for training.
(8) Travel or flight in any vehicle used for aerial navigation, except as provided by any Hazard provision, if:

   (a) You are riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;

   (b) You are performing as a pilot or a crew member of any aircraft.

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

(9) Commission of or attempt to commit an assault or a felony.

(10) Losses resulting from being legally intoxicated while operating a land, water or air vehicle.

(11) Losses resulting from being under the influence of or taking any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless prescribed by and administered in accordance with the advice of the insured’s Doctor.

The Claim Rules and the “To Whom Payable” part of the Schedule of Benefits apply to the payment of the benefits.
Hazard Provisions under Business Travel Accident Coverage

FOR YOU ONLY

These provisions describe the Hazards under the Coverage.

Hazard means any of the risks described below.

(1) Business Trip Hazard (Applicable to Class 1A and Guests):

You are on an Authorized Business Trip for your Employer.

(2) Specified Aircraft Hazard (Applicable to Class 1A and Guests):

During an Authorized Business Trip for your Employer, you are: boarding; leaving; riding as a passenger or crew member in; or struck by a Specified Aircraft.

Specified Aircraft means any of the aircraft as reported to Prudential by the Contract Holder on January 1 of each year which is owned, operated, controlled or leased by or on behalf of the Contract Holder or any of its subsidiaries or affiliates or its customers, if such aircraft is: (a) Certified; and (b) operated by a pilot who has a Certificate of Competency and who has logged the applicable minimum number of hours of flying time in aircraft of similar design. But the term does not include any aircraft used for: (a) firefighting; (b) exploration; (c) pipe or powerline work; or (d) aerial photography.

Specified Aircraft also means New and Substitute Aircraft.

New Aircraft means any newly acquired Certified civilian aircraft operated by a pilot who has a Certificate of Competency for that type of aircraft, if the Contract Holder notifies Prudential within 365 days of the acquisition.

Substitute Aircraft means a Certified civilian aircraft of like design to a Specified Aircraft that is: (a) operated by a pilot who has a Certificate of Competency for a similar type and design of aircraft; and (b) being used temporarily in the place of a Contract Holder Specified Aircraft.

(3) Specific Activity Hazard (Applicable to Class 1A and Guests):

You are participating in, or practicing for, the Specific Activity shown below.

Specific Activity means traveling to, from or while attending the Contract Holder’s annual shareholder’s meeting, annual holiday meeting or annual year beginning meeting. This includes travel to and from the Specific Activity.
(4) **Felonious Assault Hazard (Applicable to Class 1B):**

You are the victim of a Felonious Assault which occurs:

(a) because of your employment; and

(b) while you are Working for Your Employer or on an Authorized Business Trip.
Additional Benefits under Business Travel Accident Coverage

FOR YOU ONLY

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 your Loss of life only applies if this test is met.

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

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

Losses Not Covered under this Additional Benefit: A Loss is not covered under this additional benefit if it results from driving or riding in any Automobile used in a race or a speed or endurance test, 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 your Loss of life only applies if this test is met.

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

(a) you are a driver or passenger in an Automobile;
(b) you are wearing a Seat Belt in the manner prescribed by the vehicle’s manufacturer;
(c) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s);
(d) the Automobile is equipped with a factory-installed Air Bag; and
(e) a properly functioning Air Bag was deployed for the seat that you occupied.
**Losses Not Covered under this Additional Benefit:** A Loss is not covered under this additional benefit if it results from driving or riding in any Automobile used in a race or a speed or endurance test, for acrobatic or stunt driving, or for any illegal purpose.

(3) **Additional Benefit for Medical Evacuation Expense:**

This additional benefit for medical evacuation only applies to your Loss if both of these tests are met:

(a) A Doctor determines that the severity of your accidental bodily Injury requires medical evacuation.

(b) You are at least 100 miles from your permanent residence.

(4) **Additional Benefit for Funeral Expense:**

This additional benefit for Funeral Expenses only applies if the person suffers an accidental bodily Injury that results in a Loss of life within 365 days of an accident.

**B. ADDITIONAL BENEFIT FOR FAMILY RELOCATION AND ACCOMPANIMENT.**

This additional benefit for family relocation and accompaniment only applies if both of these tests are met:

(1) Your spouse or Dependent Child sustains an accidental bodily Injury resulting in a Loss that would be payable if you sustained the Injury.

(2) Your spouse or Dependent Child sustains the Injury while with you or on the way to join you on a Relocation Trip, or while accompanying you on an Authorized Business Trip.

Dependent Child: Each of your unmarried children less than 26 years old, including your legally adopted children, children placed with you for adoption prior to legal adoption, and each of your stepchildren and foster children who depends on you for support and maintenance.

**Benefit Amount Payable for Family Relocation and Accompaniment:** The additional amount payable is shown in the Schedule of Benefits.
Definitions under Business Travel Accident Coverage

FOR YOU ONLY

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.

**Authorized Business Trip:** A trip that your Employer authorizes you to take for the purpose of furthering its business. An Authorized Business Trip: (1) starts when you leave your residence or Regular Place of Employment, whichever is later; and (2) ends when you return to your residence or Regular Place of Employment, whichever is earlier.

The term does not include Commuting to and from Work, vacations or leaves of absence.

**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.

**Brain Damage:** Permanent and irreversible physical damage to the brain causing the complete inability to perform all of the substantial and material functions and activities of everyday life.

**Certificate of Competency:** A current valid Certificate of Competency indicating that the person to whom it is issued is qualified as a pilot to fly a particular type of aircraft.

**Certified:** The aircraft has a current valid “standard” Airworthiness Certificate issued by the Federal Aviation Administration or its foreign equivalent.

**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.

**Felonious Assault:** A Physical Attack by another person resulting in bodily harm to you. But, a Felonious Assault is not a moving violation as defined under the applicable state motor vehicle laws.

**Funeral Expenses:** Expenses for services and materials provided by an undertaker, crematorium or funeral home relating to burial of the person and for the purchase of a cemetery plot, tomb or mausoleum for the burial or internment of the deceased, including plaque, tombstone or monument.
**Hemiplegia:** The total and permanent paralysis of the upper and lower limbs on one side of the body.

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

1. It is accredited as a hospital under the Hospital Accreditation Program of the Joint Commission on Accreditation of Healthcare Organizations.

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

But Hospital does not include a nursing home. Neither does it include an institution, or part of one, which: (1) is used mainly as a place for convalescence, rest, nursing care or for the aged; or (2) furnishes mainly homelike or custodial care, or training in the routines of daily living; or (3) is mainly a school.

**Loss of Hearing:** The total and permanent loss of hearing that continues for at least 6 consecutive months following the Covered Accident.

**Loss of Sight:** The total and permanent loss of sight. Visual acuity must be 20/200 or worse or the field of vision must be less than 20 degrees.

**Loss of Speech:** The total and permanent loss of speech that continues for at least 6 consecutive months following the Covered Accident.

**Medical Evacuation Expense:** An expense to transport the injured person to the nearest appropriate Hospital capable of providing the necessary medical treatment.

**Medically Necessary:** Treatment that is necessary for the diagnosis or care of an Injury. The treatment must be widely accepted professionally in the United States as effective, appropriate and essential based on recognized standards of health care. Prudential will have the right to review the medical records to determine whether treatment was Medically Necessary.

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

**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.
**Relocation Trip:** A trip due to your relocation, at the request and expense of the Contract Holder, which:

(1) begins when you leave your former place of residence for the purpose of relocating at a new residence; and

(2) ends when you arrive at the new residence.

A Relocation Trip does not include any period of time during which you take a personal trip or vacation.

**Seat Belt:** Any 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.

**Uniplegia:** The total and permanent paralysis of one limb.
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.

"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; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) 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.

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

Active Work Requirement: A requirement that you have reported to work for the Contract Holder or other Employer included in the Group Contract.

Associate: 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.

Associate Insurance: Insurance on the person of an Associate.

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 Associate who is insured for Associate Insurance under that Coverage.

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

Earnings: This is your basic annual earnings.

Hourly Associates: Basic annual earnings are the annualized hourly rate as shown in the Contract Holder’s payroll system.

Management Associates and Officers: This is your base salary as shown in the Contract Holder’s payroll system. Base salary excludes bonuses.

Truck Drivers: This is the annualized average day’s pay as determined by Logistics Finance.

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 Associate.
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 365 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.

A benefit unpaid at your death will be paid to your estate.

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

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

INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY

This limits Prudential's use of 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

ASSOCIATE INSURANCE

Your Associate 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.

End of Employment: For insurance purposes, your employment will end when you are no longer classified as an Associate and actively at work in the Contract Holder’s payroll system. 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 work. This is subject to any time limits or other conditions stated in the Group Contract.

If you stop active 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.

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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.
This ERISA Statement
is not part of the
Group Insurance Certificate.
ERISA STATEMENT OF CLAIM
PROCEDURES AND OTHER RIGHTS

Plan Benefits Provided by

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

This Group Contract underwritten by The Prudential Insurance Company of America provides insured benefits. For all purposes of this Group Contract, the 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.

Claim Procedures

1. Determination of Benefits

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

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

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

2. Appeals of Adverse Determination

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

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

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

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

(a) the specific reason(s) for the adverse determination,

(b) references to the specific plan provisions on which the determination was based,

(c) a statement that you are entitled to receive upon request and free of charge
   reasonable access to, and make copies of, all records, documents and other
   information relevant to your benefit claim upon request,

(d) a description of Prudential’s review procedures and applicable time limits,

(e) a statement that you have the right to obtain upon request and free of charge, a copy
   of internal rules or guidelines relied upon in making this determination, and

(f) a statement describing any appeals procedures offered by the plan.

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

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

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

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

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:

Receiving 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.