Important Notice
This Summary Plan Description (SPD) booklet, including any subsequent related Summaries of Material Modifications (SMMs), is intended to help you understand the main features of the Disability Program applicable to eligible Employees other than Agency Distribution Financial Professionals and Agency Distribution Financial Professional Associates, and to provide information regarding your benefits. If you need assistance in reading this booklet, please call the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits.

This SPD booklet, including any subsequent related SMMs, constitutes the latest SPD booklet of the Disability Program of The Prudential Welfare Benefits Plan. The Prudential Welfare Benefits Plan also covers other classes of Employees as described in other SPD booklets that cover those specific Employee populations.

This SPD booklet, including any subsequent related SMMs, is not a substitute for the official Plan Document(s), which governs the operation of the Program. All terms and conditions of the Program, including your eligibility and any benefits, will be determined pursuant to and are governed by the provisions of the applicable Plan Document(s). If there is any discrepancy between the information in this SPD booklet, including any subsequent related SMMs, or in any other Prudential materials relating to the Program and the actual Plan Document(s), or if there is a conflict between information discussed by anyone acting on Prudential's behalf and the actual Plan Document(s), the Plan Document(s) as interpreted by the applicable Plan Administrator in its sole discretion will always govern.

Prudential may, in its sole discretion, modify, amend, suspend or terminate any and all of its HR policies, programs, plans and benefits, including those described in this SPD booklet, including any subsequent related SMMs, in whole or in part, at any time, without notice to or consent of any participant, employee or former employee to the extent permissible under applicable law.

Nothing contained in this SPD booklet, including any subsequent related SMMs, is intended to constitute or create a contract of employment, nor shall it constitute or create the right to remain associated with or in the employ of Prudential for any particular period of time. In addition, no oral or written statements made by anyone acting on Prudential's behalf are intended to create the right to remain associated with or in the employ of Prudential for any particular period of time. Employment with Prudential is employment-at-will. This means that either you or Prudential may terminate the employment relationship at any time, with or without cause or notice.

Enrollment and Election Changes
The Prudential Benefits Center website (at www.prubenefitscenter.com) is your primary resource when you need to enroll for coverage under the Disability Program or make changes to your elections. When you process your enrollment or election changes through the Prudential Benefits Center website, you will look there to find the instructions and guidance you will need for completing the process and confirming your enrollment or changes. If you have any questions as to whether you are properly completing your transaction, call the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits. Prudential Benefits Center Representatives are available to assist you between 8 a.m. and 6 p.m. Eastern time, Monday through Friday, except on holidays. For the hearing-impaired, please contact your local relay service.
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How to Contact the Prudential Benefits Center

Throughout this SPD booklet, you will see references to the Prudential Benefits Center, which is your primary resource for information about most of your Prudential benefits. You can reach the Prudential Benefits Center online, by telephone or by mail.

Online Access
Through the Prudential Benefits Center website, you can:

- Find information about your benefits;
- Access benefits forms you may need;
- In most cases, process a change in your benefit elections;
- Get information on how to contact insurers and service providers;
- Find links to carrier websites and online provider directories; and
- Email the Prudential Benefits Center by clicking on the Contact Us link.

You can also use the online chat feature on the Prudential Benefits Center website to get in touch with a Prudential Benefits Center Representative who can answer your questions about navigating the site or general questions about your benefits. From the home page on the Prudential Benefits Center website, click the Web Chat icon. Prudential Benefits Center Representatives are available between 8 a.m. and 6 p.m. Eastern time, Monday through Friday, except on holidays.

The Prudential Benefits Center website is available via the Internet and the Prudential intranet.

Via the Internet
Log on to www.prubenefitscenter.com to access the Prudential Benefits Center website 24 hours a day, 7 days a week.

Via the Prudential Intranet
To access the Prudential Benefits Center website through the Prudential intranet, click on the Prudential Benefits Center link under Quick Links.

If you do not have a computer or Internet access, follow the instructions in this section for contacting the Prudential Benefits Center by telephone or by mail.

Telephone Access
You can call the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits. Prudential Benefits Center Representatives are available to assist you between 8 a.m. and 6 p.m. Eastern time, Monday through Friday, except on holidays. For the hearing-impaired, please contact your local relay service.

Mail Access
The mailing address for filing claims related to Program enrollment and eligibility is:

Prudential Benefits Center
Claims and Appeals Management (CAM)
P.O. Box 1407
Lincolnshire, IL 60069-1407
Terms and Conditions

When you use the Prudential Benefits Center website (at www.prubenefitscenter.com) and the Prudential Interactive Voice Response (IVR) systems, you are agreeing to use them under the terms and conditions prescribed by the Company. These terms and conditions are maintained on the Prudential Benefits Center website for easy reference. Or, to obtain a copy, call the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits.
Viewing This SPD Booklet Online

This SPD booklet has been designed for ease of use when viewing it online on the Prudential Benefits Center website (at www.prubenefitscenter.com). It includes many navigation features that allow you to locate the information you need and to access it quickly.
Introduction to the Disability Program

The Prudential Disability Program can help to provide financial protection if you are Disabled due to an illness or injury.

Core Company-Provided Benefits

Prudential provides you with a core level of coverage. If eligible, you are automatically enrolled for this coverage and you are not required to make a contribution for these benefits.

- **The Short Term Disability (STD) Program** provides up to a maximum of 25 weeks of benefits through a combination of initial disability benefits and secondary disability benefits, after the Elimination Period is completed. (See the “Elimination Period” section for more information.)

- **The Long Term Disability (LTD) Program—Core LTD Coverage** provides a disability benefit of 50% of monthly Eligible Earnings ($4,000 maximum monthly benefit after your STD Program benefits have been exhausted; for Employees at job grades 07P through 01P and equivalents, maximum monthly benefits do not apply.)

Voluntary Benefits

Prudential offers you the opportunity to purchase additional coverage above the Core LTD benefit level. Optional Long Term Disability (OLTD) coverage is available on a voluntary basis. You must actively enroll for this coverage and you pay the full Cost of the coverage. You may enroll in 65% OLTD coverage, which provides a disability benefit of 65% of monthly Eligible Earnings when combined with the Core LTD coverage ($10,500 maximum monthly benefit when combined with the Core LTD benefit; for Employees at job grades 07P through 01P and equivalents, maximum monthly benefits do not apply).

The following table illustrates the basic elements of each program:

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Please note: If you are eligible to receive LTD benefits under The Prudential Welfare Benefits Plan, you may be entitled to continue receiving additional credits under The Prudential Cash Balance Pension Plan component of the Retirement Plan. Refer to the Retirement Plan SPD booklet for more information.
Short Term Disability Program

If you are Disabled, the STD Program will continue all or a portion of your Eligible Earnings depending on the length of your disability.

Joining the Program

Who Is Eligible

You are eligible to participate in the Short Term Disability (STD) Program described in this SPD booklet if you have satisfied a Waiting Period of 30 days and you are a:

- A Full-Time Employee; or
- A Part-Time Employee who is scheduled to work at least 20 hours per week, other than a part-time field force marketing assistant.

Who Is Not Eligible

You are not eligible to participate in the Program described in this booklet if you are any of the following:

- Any person who performs services for Prudential, but is not treated by Prudential as an Employee for Federal tax purposes.
- A part-time field force marketing assistant (part-time field force marketing assistants may be eligible for certain state-mandated benefits; see the “State-Mandated Benefits” section).
- A student intern.
- A temporary or occasional Employee.
- An Agency Distribution Financial Professional.
- An Agency Distribution Probationary Financial Professional.
- A Retired Employee.
- An Agency Distribution Financial Professional Emeritus, Agent Emeritus, Premier Retired Representative or Retired Representative.
- An International Employee.
- An Employee of a Non-Participating Affiliate.
- An independent contractor.
- An individual service provider compensated through an employee leasing company, temporary employment agency or other third-party agency.
- An individual who would be treated as an employee solely by reason of such individual being treated as either part of an affiliated service group or a leased employee under the Internal Revenue Code and regulations.
- A person retained on a monthly fee or per diem basis.
- An examining physician or other person rendering services solely on the basis of fees.
- A person working under the direction of real estate management firms or other contractors.
- Included in a collective bargaining unit, unless the collective bargaining agreement specifically provides for participation in the Program.

Please refer to the Plan Documents for a complete listing of the classes of Employees who are ineligible to participate. If you would like to request a copy of the Plan Document, you should write to the Plan Administrator at the address shown in the “Plan Administrator” section.
Enrollment
Prudential automatically enrolls you in the Short Term Disability (STD) Program. You are not required to enroll to participate in the STD Program.

Cost of Coverage
Prudential pays the full Cost for your coverage under the STD Program.

Changes in Your Eligible Earnings
Your coverage will be adjusted to reflect any increases or decreases in your Eligible Earnings, provided you are Actively at Work.

For Non-Retail Sales Professionals and Field Management Only: Note that your Eligible Earnings for Secondary Period STD and for Initial Period STD for Field Management (also known as your Annual Benefits Base Rate) will be redetermined annually on or about April 1, and coverage will be adjusted based on your most recent redetermination, provided you are Actively at Work when the change is effective.

If you are not Actively at Work when a change is effective, your Eligible Earnings will remain unchanged until you are Actively at Work.

When Coverage Begins
You are covered under the STD Program on the later of the date you satisfy the employment Waiting Period of 30 days and you are Actively at Work.

Duration and Coverage Level of Benefits
STD payments generally begin after an Elimination Period of seven consecutive calendar days is completed. Thereafter, STD payments are divided into two time periods—the Initial Period and the Secondary Period.

Elimination Period
The Elimination Period is generally the seven-consecutive calendar day period starting with the first day you miss work due to an injury or illness and ending the day before STD Program benefits begin. Your disability will be treated as continuous if your disability stops for five calendar days or fewer during the Elimination Period. The days that you are not Disabled will not count toward your Elimination Period.

Generally, during your Elimination Period, you will not receive payment under the STD Program. However, other forms of paid time off may be available to you, such as the paid time off bank.

Initial Period
During the Initial Period, you may receive 100% of your Eligible Earnings for up to two weeks while you are Disabled.

Secondary Period
During the Secondary Period, if you are eligible, you may receive 70% of your Eligible Earnings for up to 23 weeks while you are Disabled.

If your disability is for any period less than a full week, the amount of the benefit will be calculated as one-fifth of the weekly benefit for each day of that disability period. Your benefit may be reduced by deductible sources of income and Disability Earnings. (See the “STD Benefit Offsets” section for more information.)

Minimum Benefit
Your adjusted weekly benefit after all applicable offsets under the STD Program (Secondary Period only) will not be less than $25.
**When Benefits Begin**

You are eligible for STD payments when you become Disabled, as defined by the STD Program and after you have satisfied the Elimination Period.

**Definition of “Disabled” for STD**

The STD Program considers you to be Disabled when:

- You are unable to perform the Material and Substantial Duties of Your Regular Occupation, due to your sickness or injury or, if applicable, you are deemed by the Federal Aviation Administration (FAA) to be mentally or physically unfit to fly as a commercial pilot; and
- You have a 20% or more loss in Eligible Earnings due to the same sickness or injury.

The loss of a professional or occupational license or certification does not, in itself, constitute disability. Also, note that you may meet the definition of Disabled but still not be entitled to benefits because of Program exclusions. (See the “STD Program Exclusions” section.)

**How Benefits Are Paid**

STD benefits are paid in the form of a paycheck according to your regular payroll schedule and deposit instructions. Since Prudential pays the full Cost for your coverage under the STD Program, Prudential will treat any benefits you receive as fully taxable to you. Therefore, all applicable withholding taxes will apply to your STD benefit payments.

**Benefits While Working**

This does not apply to Field Management and any bonus payment received by Non-Retail Sales Professionals during the Initial Period.

You may receive STD benefits while working (for Prudential or for another employer) if you meet the definition of Disabled for STD and you have satisfied the Elimination Period. The amount of STD benefits you may receive is dependent on your earnings while you are Disabled (your Disability Earnings).

If your weekly Disability Earnings are less than 20% of your weekly Eligible Earnings and you are Disabled, you will receive your entire STD benefit and your Disability Earnings.

If you are Disabled and your weekly Disability Earnings are from 20% through 80% of your weekly Eligible Earnings, your STD benefit will be based on the percentage of income you are losing due to your disability. Your STD benefit will be calculated as follows:

- Subtract your Disability Earnings from your weekly Eligible Earnings;
- Divide the answer above by your weekly Eligible Earnings. This is your percentage of lost earnings; then
- Multiply your weekly STD benefit by the answer above.

You may be required to send proof of your Disability Earnings as frequently as each week, including copies of your IRS Federal income tax return, W-2s and 1099s, which are necessary to substantiate your income.

STD benefits will not be paid for any week during which Disability Earnings exceed 80% of weekly Eligible Earnings.

If your Disability Earnings are expected to fluctuate widely from week to week, your Disability Earnings will be averaged over the most recent three weeks to determine if your STD benefits should continue subject to all other terms and conditions of the Program.
**When Benefits End**

STD benefits are paid until the earliest of the following:

- You have reached the maximum period of payment;
- You no longer meet the definition of Disabled under the STD Program;
- You fail to submit satisfactory proof of continuing disability;
- Your Disability Earnings exceed the amount allowable;
- You are able to work in Your Regular Occupation on a part-time basis and there is a job available for you, but you choose not to take it; or
- You die.

**Successive Disabilities**

Successive disability absences fall into one of two categories, depending on whether they are due to unrelated causes or the same or related causes, as described below:

- For disabilities due to unrelated causes, each absence will be considered a separate period of disability (that is, your Elimination Period starts over), provided you resume Full-Time Regular Work between absences. (If you do not resume Full-Time Regular Work between absences, your disability will be considered as part of your prior claim.)

- For disabilities due to the same or related causes, your disability will be considered as part of your prior claim, and you will not have to complete another Elimination Period, provided you return to Full-Time Regular Work for four consecutive weeks or less. For this purpose, any vacation time taken will not count toward the four-week requirement. If you return to Full-Time Regular Work for more than four consecutive weeks, each absence will be considered a separate period of disability (that is, your Elimination Period starts over).

**STD Benefit Offsets**

If you receive or are entitled to receive disability income from certain other sources, a portion or the entire amount of the other income may reduce your benefits from the STD Program.

Other income benefits include, but are not limited to, benefits from the following sources (see *The Prudential Welfare Benefits Plan Document* for complete information):

- The amount you receive or are entitled to receive as loss of time disability income payments under any state compulsory benefit act or law;
- The amount you receive as loss of time disability income payments under any insurance of a health or welfare plan or other employee benefit plan where Prudential, directly or indirectly, has paid all or part of the cost or governmental retirement system as the result of your job with Prudential;
- The amount of loss of time benefits you receive or are entitled to receive under any salary continuation or accumulated sick leave;
- The amount you, your Spouse and children (who are residing with you or you have a legal obligation to provide financial support for) receive or are entitled to receive as loss of time disability payments because of your disability under the U.S. Social Security Act, Railroad Retirement Act, Canadian Pension Plan or a plan established and operated in lieu of the Canadian Pension Plan or any similar plan or act;
• Any loss of time benefits you receive under Workers’ Compensation law or similar legislation;
• The amount you receive from the Retirement Plan or the Supplemental Retirement Plan (if you receive a lump-sum benefit under the Cash Balance Pension Plan Document component of the Retirement Plan or under the Supplemental Retirement Plan, STD benefits will be offset by the equivalent monthly single life annuity amount); and
• The amount you receive from a partnership, proprietorship or any similar draws.

With the exception of retirement payments under the Retirement Plan and/or the Supplemental Retirement Plan or amounts you receive from a partnership, proprietorship or similar draws, only deductible sources of income that are payable as a result of the same disability will be subtracted. Your payment will not be reduced by your Social Security income if your disability begins after age 65 and you were already receiving Social Security retirement payments.

Your STD Program benefits will not be reduced by any benefits you receive from private insurance that you purchase on your own.

State-Mandated Benefits
California, Hawaii, New Jersey, New York, Rhode Island and Puerto Rico have disability laws that mandate certain levels of disability benefits to provide Employees in those areas with income when they are unable to work. Where these mandated disability benefits are more favorable than those provided by the Prudential STD Program, the mandated benefits will coordinate with the Prudential STD benefits to provide you with the mandated benefit for the mandated period. Note that state law and state-mandated benefits are subject to change at any time. Contact your state’s disability office to verify any state-mandated benefits that may be available to you.

STD Program Exclusions
The STD Program does not cover any disabilities caused by, contributed to by or resulting from:
• Intentionally self-inflicted injuries;
• Active participation in a riot;
• Commission of or attempt to commit a felony or engagement in an occupation that a court of law has found to be illegal; or
• War, declared or undeclared, or any act of war.

STD benefits will not be payable for any period of disability during which you are incarcerated as a result of a conviction.

Additional Compensation During Disability
For Home Office Employees
No compensation will be paid in addition to your disability benefits, except Non-Retail Sales Professionals may receive certain sales bonuses during the Initial Period.

For Field Management
You will continue to receive personal business compensation on a regular basis during your Elimination Period. During your Initial Period and Secondary Period disability, all personal business compensation will be held.
Compensation Upon Return to Work

When you return to Full-Time Regular Work following a disability, payments of regular Eligible Earnings (as well as all applicable commissions and applicable bonus payments that were held during your disability) will resume starting the week you return to work.

For Regional Brokerage Directors and Regional Brokerage Managers, any overrides you would have received had you not been on disability will not be paid to you.

STD Examples

Here is an example of how STD benefits are calculated when you are Disabled and not working. The example assumes no benefit offsets and/or state-mandated benefits. For specific information about your state, see the “State-Mandated Benefits” section or call the Integrated Disability Management Unit (IDMU) at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Disability and Leaves.

Example

Sandra’s weekly Eligible Earnings are $1,000. If Sandra becomes Disabled, satisfies the Elimination Period, applies for STD benefits and her claim is approved, her STD benefit would be:

Elimination Period: One week (No STD payments, however, she may receive pay through the use of the paid time off bank.)

Initial Period: Two weeks at 100% of Eligible Earnings, or $1,000 per week

Secondary Period: 23 weeks at 70% of Eligible Earnings, or $700 per week

Maximum Duration: 26 weeks

Here is an example of how STD benefits are calculated when you are Disabled and working. The example assumes no benefit offsets and/or state-mandated benefits.

Example

Michael’s weekly Eligible Earnings are $1,000 when he becomes Disabled. Michael satisfies the Elimination Period, applies for STD benefits and his claim is approved. With the help of his disability claim manager, Michael returns to work part time after two weeks. If he earns $400 per week while working on a part-time basis, his STD benefit will be:

Elimination Period: One week. (No STD payments, however, he may receive pay through the use of the paid time off bank.)

Initial Period: One week at 100% of Eligible Earnings, or $1,000 per week. (He will receive this entire amount for each week during the Initial Period that he is Disabled and not receiving any Disability Earnings.)

Upon his return to part-time work, his benefit for the one week remaining in the Initial Period will be calculated as follows:

Step 1: Weekly Eligible Earnings - weekly Disability Earnings ($1,000 - $400 = $600)

Step 2: Answer from Step 1 ÷ weekly Eligible Earnings ($600 ÷ $1,000 = 60%). This is Michael’s percentage of lost earnings.

Step 3: Initial Period benefit x percentage of lost earnings ($1,000 x 60% = $600)

Michael will receive an STD benefit of $600 per week in addition to the $400 per week of Disability Earnings for the remaining week.
If Michael remains partially Disabled during the Secondary Period, his benefit for that period will be calculated as follows:

**Secondary Period:** 23 weeks at 70% of Eligible Earnings, or $700 per week

**Step 1:** Weekly Eligible Earnings - weekly Disability Earnings ($1,000 - $400 = $600)

**Step 2:** Answer from Step 1 ÷ weekly Eligible Earnings ($600 ÷ $1,000 = 60%). This is Michael’s percentage of lost earnings.

**Step 3:** Secondary Period benefit x percentage of lost earnings ($700 x 60% = $420)

Michael will receive an STD benefit of $420 per week in addition to the $400 per week of Disability Earnings.

**Maximum Duration:** 26 weeks

Here is an example of how STD benefits are calculated if you are Disabled and are a Field Management Employee. The example assumes no benefit offsets and/or state-mandated benefits.

**Example**

John, a Field Manager, has weekly Eligible Earnings (based on his Annual Benefits Base Rate) of $2,000. If John becomes Disabled, satisfies the Elimination Period, applies for STD benefits and his claim is approved, his STD benefit will be:

**Elimination Period:** One week. During this period, John will continue to receive his normal pay (i.e., base salary, personal commissions and applicable bonus payments).

**Initial Period:** Two weeks at 100% of Eligible Earnings, or $2,000 per week. During this period, all base salary, personal commissions and applicable bonus payments will be held.

**Secondary Period:** 23 weeks at 70% of Eligible Earnings, or $1,400 per week. During this period, all base salary, personal commissions and applicable bonus payments will be held.

**Maximum Duration:** 26 weeks
Long Term Disability Program

The LTD Program helps provide financial protection by continuing a portion of your income after you have been Disabled for an extended period due to sickness or injury. Core LTD coverage is provided at no Cost to Eligible Employees and Optional LTD (OLTD) coverage is available to those Employees who want to purchase additional coverage above the Core LTD benefit level.

Joining the Program

Who Is Eligible

You are eligible to participate in the Long Term Disability (LTD) Program described in this SPD booklet if you have satisfied a Waiting Period of 30 days and you are a:

- A Full-Time Employee; or
- A Part-Time Employee who is scheduled to work at least 20 hours per week, other than a part-time field force marketing assistant.

Who Is Not Eligible

You are not eligible to participate in the Program described in this booklet if you are any of the following:

- Any person who performs services for Prudential, but is not treated by Prudential as an Employee for Federal tax purposes.
- A part-time field force marketing assistant (part-time field force marketing assistants may be eligible for certain state-mandated benefits; see the “State-Mandated Benefits” section).
- A student intern.
- A temporary or occasional Employee.
- An Agency Distribution Financial Professional.
- An Agency Distribution Probationary Financial Professional.
- A Retired Employee.
- An Agency Distribution Financial Professional Emeritus, Agent Emeritus, Premier Retired Representative or Retired Representative.
- An International Employee.
- An Employee of a Non-Participating Affiliate.
- An independent contractor.
- An individual service provider compensated through an employee leasing company, temporary employment agency or other third-party agency.
- An individual who would be treated as an employee solely by reason of such individual being treated as either part of an affiliated service group or a leased employee under the Internal Revenue Code and regulations.
- A person retained on a monthly fee or per diem basis.
- An examining physician or other person rendering services solely on the basis of fees.
- A person working under the direction of real estate management firms or other contractors.
- Included in a collective bargaining unit, unless the collective bargaining agreement specifically provides for participation in the Program.
Please refer to the Plan Documents for a complete listing of the classes of Employees who are ineligible to participate. If you would like to request a copy of the Plan Document, you should write to the Plan Administrator at the address shown in the “Plan Administrator” section.

**Enrollment**

**For Core Company-Provided Coverage**

Prudential automatically enrolls you in the core Company-provided coverage. You are not required to enroll to participate in the Core LTD coverage.

**For Voluntary Coverage**

If you decide to enroll in 65% Optional Long Term Disability (OLTD) coverage, you must enroll through the Prudential Benefits Center website (at [www.prubenefitscenter.com](http://www.prubenefitscenter.com)). If you do not have access to a computer or the Internet, you can call the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits. You may be required to provide satisfactory evidence of good health to the Claims Administrator before your coverage takes effect. (See the “Evidence of Good Health” section for more details.)

Outside of an Enrollment Window

If you decide to enroll in 65% OLTD beyond 31 days after you are hired or experience a Change in Status, or at a time other than during the Annual Enrollment Period, you must enroll by calling the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and following the prompts for Health and Welfare benefits. You may be required to provide satisfactory evidence of good health to the Claims Administrator before your coverage takes effect. (See the “Evidence of Good Health” section for more details.)

Once you enroll, you may elect to discontinue coverage at any time. However, if you discontinue coverage and later decide to re-enroll, you will be required to submit satisfactory evidence of good health unless you have a Change in Status consistent with a change in OLTD coverage. (See the “Evidence of Good Health” section for more details on when you may be required to provide evidence of good health.)

If you would like additional information about enrolling for voluntary coverage, call the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits.

**Enrollment and Election Changes**

The Prudential Benefits Center website is your primary resource when you need to enroll for coverage under the Disability Program or make changes to your elections. When you process your enrollment or election changes through the Prudential Benefits Center website, you will look there to find the instructions and guidance you will need for completing the process and confirming your enrollment or changes. If you have any questions as to whether you are properly completing your transaction or if you do not have access to the Prudential Benefits Center website, call 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits.
Cost of Coverage
Prudential pays the full Cost for your Core LTD coverage. The full Cost of OLTD coverage is paid by you, the Employee.

If you enroll for 65% OLTD coverage, you pay the full Cost of coverage in excess of Core LTD coverage, on an After-Tax basis. Your contribution for OLTD coverage is based on a percentage per each dollar of covered benefit above the coverage provided under Core LTD coverage and your current age. For coverage that begins in the middle of a pay cycle, your contribution is the same amount as it would be for a full pay cycle.

Changes in Your Eligible Earnings
Your coverage will be adjusted to reflect any increases or decreases in your Eligible Earnings, provided you are Actively at Work.

For Non-Retail Sales Professionals and Field Management Only: Note that your Eligible Earnings for LTD and OLTD coverages (also known as your Annual Benefits Base Rate) will be redetermined annually on or about April 1, and coverage will be adjusted based on your most recent redetermination, provided you are Actively at Work when the change is effective. Any change due to an increase or decrease in your Eligible Earnings will not take effect unless you are Actively at Work.

Your contributions for the 65% OLTD coverage will also be adjusted automatically to reflect changes in your Eligible Earnings, provided you are Actively at Work when the change is effective.

If you are not Actively at Work when a change is effective, your Eligible Earnings will remain unchanged until you are Actively at Work. In addition, evidence of good health, if applicable, must be approved before any coverage change becomes effective.

When Coverage Begins
Core LTD coverage begins on the later of the dates you satisfy the employment Waiting Period of 30 days and are Actively at Work or, if you are not Actively at Work on the date you would otherwise satisfy the employment Waiting Period, coverage begins on the date you return to an Active Work status.

OLTD coverage takes effect on the latest date you satisfy the following requirements:

• You satisfy the employment Waiting Period of 30 days;
• You submit your enrollment via the Prudential Benefits Center website;
• Your coverage is approved by the Claims Administrator if you are required to provide evidence of good health (see the “Evidence of Good Health” section for details); and
• You are Actively at Work.

If you are not Actively at Work on the date your coverage otherwise would take effect, coverage will begin on the day you meet the above requirements and have returned to Full-Time Regular Work with Prudential.

Evidence of Good Health
If you enroll in OLTD coverage, you may be required to provide evidence of good health that is satisfactory to the Claims Administrator. When you make your election on the Prudential Benefits Center website, if your election requires you to provide evidence of good health, you will be prompted to provide the evidence of good health through the online process. In some instances, you may be required to provide additional information, in which case a form will be provided to you as you complete the process online. If applicable, you will need to complete and sign the form and mail it to the address indicated on the form.
When You Will Be Required to Provide Evidence of Good Health
You will be required to provide evidence of good health if you:

• Are a new hire and do not enroll within the 31-day period on and following your first day of employment with Prudential;
• Are a newly eligible Employee and do not enroll within the 31-day period on and following the date you first become eligible;
• Have a Change in Status and do not enroll within the 31-day period on and following the date of the Change in Status; or
• Voluntarily cancelled your coverage or your coverage ended because you did not pay a required contribution and are reapplying.

When You Are Not Required to Provide Evidence of Good Health
You will not be required to provide evidence of good health if you:

• Are a new hire and enroll for coverage within the 31-day period on and following your first day of employment with Prudential;
• Are a newly eligible Employee and enroll for coverage within the 31-day period on and following the date you are first eligible for coverage; or
• Have a Change in Status and enroll for coverage within the 31-day period on and following the date of the Change in Status.

How Can Statements Made in Your Application for This Coverage Be Used?
Prudential or the Claims Administrator considers any statements you make in a signed application for coverage a representation and not a warranty. If any of the statements you make are not complete and/or not true at the time they are made, the Claims Administrator can reduce or deny any claim or cancel your coverage from the original effective date. A statement will not be contested after the amount of insurance has been in force, before the contest, for at least two years during your lifetime.

Coverage Level of Benefits

Core LTD
Coverage provides eligible Employees with a disability benefit of 50% of Eligible Earnings ($4,000 maximum monthly benefit; for Employees at job grades 07P through 01P and equivalents, maximum monthly benefits do not apply).

OLTD
Prudential offers you the opportunity to purchase additional coverage above the Core LTD coverage level. OLTD coverage is available on a voluntary basis. You must actively enroll for this coverage and you pay the full Cost of the coverage. You may enroll in 65% OLTD coverage, which provides a disability benefit of 65% of monthly Eligible Earnings when combined with the Core LTD coverage ($10,500 maximum monthly benefit when combined with the Core LTD benefit; for Employees at job grades 07P through 01P and equivalents, maximum monthly benefits do not apply).
How Benefits Are Calculated

Eligible Earnings are defined as your monthly Eligible Earnings immediately prior to the beginning of your LTD benefits.

For Non-Retail Sales Professionals and Field Management Only, Eligible Earnings are defined as your monthly Annual Benefits Base Rate in effect immediately prior to the beginning of your LTD benefits.

If your disability is for any period less than a full month, the amount of the benefit will be calculated as 1/30th of the monthly benefit for each day in the period of disability.

Your monthly LTD benefit may be reduced by any applicable offsets. (See the “LTD Benefit Offsets” section for more information.)

Minimum Benefit

Your adjusted monthly benefit after all applicable offsets under the LTD Program will not be less than $100.

Duration of Benefits

Benefits payable under the LTD Program will end when you are no longer considered Disabled or have reached the maximum benefit duration. Your maximum benefit duration is based on your age when you become Disabled.

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<thead>
<tr>
<th>Your Age on Date Disability Begins</th>
<th>Your Maximum Benefit Duration</th>
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<tbody>
<tr>
<td>Under age 60</td>
<td>To age 65</td>
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<tr>
<td>Age 60</td>
<td>To your normal retirement age*, but not less than 60 months</td>
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<td>To your normal retirement age*, but not less than 36 months</td>
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<td>To your normal retirement age*, but not less than 30 months</td>
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<td>15 months</td>
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<tr>
<td>Age 69 and over</td>
<td>12 months</td>
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* Your normal retirement age is your retirement age under the Social Security Act, where retirement age depends on your year of birth.

When Benefits Begin

Your LTD benefits begin when you have exhausted your STD Program benefits.

There are certain limitations and exclusions under the LTD Program. (See the “LTD Benefit Limitations and Exclusions” section for more information.)
Definition of “Disabled” for LTD
For the first 12 months of payments, you will be considered Disabled under the LTD Program if:

- You are unable to perform the Material and Substantial Duties of Your Regular Occupation due to your sickness or injury or, if applicable, you are deemed by the FAA to be mentally or physically unfit to fly as a commercial pilot; and
- You have a 20% or more loss in your Indexed monthly Eligible Earnings due to that sickness or injury.

After you receive LTD benefits for 12 months, you will be considered Disabled if, due to the same sickness or injury, you are unable to perform the duties of any Gainful Occupation for which you are reasonably fitted by education, training or experience.

The loss of a professional or occupational license or certification does not, in itself, constitute disability. Also, note that you may meet the definition of Disabled but still not be entitled to benefits because of Program limitations and exclusions. (See the “LTD Benefit Limitations and Exclusions” section for more information.)

How Benefits Are Paid
LTD benefits are paid monthly. Since Prudential pays the full Cost for your Core LTD coverage, the Claims Administrator will treat any Core LTD benefits you receive as fully taxable to you. Since you pay the Cost for your OLTD coverage, the Claims Administrator will not treat any OLTD benefits you receive as taxable income.

Benefits While Working
You may receive LTD benefits while working if you meet the definition of Disabled for LTD and have exhausted your STD Program benefits. The amount of LTD Benefits you may receive is dependent on your earnings while you are Disabled (your Disability Earnings).

If your monthly Disability Earnings are less than 20% of your Indexed monthly Eligible Earnings, and you are Disabled, you will receive your entire LTD benefit and your Disability Earnings.

If you are Disabled and your monthly Disability Earnings are more than 20% of your Indexed monthly Eligible Earnings, and less than 80% of your Indexed monthly Eligible Earnings, your LTD benefit will be a reduced amount, calculated as follows:

- During the first 12 months of payments, while working, your monthly LTD benefit will not be reduced as long as your Disability Earnings plus the gross monthly LTD benefit does not exceed 100% of your Indexed monthly Eligible Earnings. If your Disability Earnings plus the gross monthly LTD benefit exceeds 100% of your Indexed monthly Eligible Earnings, the amount by which the total exceeds 100% of your Indexed monthly Eligible Earnings will be subtracted from your monthly LTD benefit; and
- After 12 months of LTD benefits, while working, you will receive payments based on the percentage of income you are losing due to your disability. Your LTD benefit would be calculated as follows:
  - Subtract your Disability Earnings from your Indexed monthly Eligible Earnings;
  - Divide the answer above by your Indexed monthly Eligible Earnings. This is your percentage of lost earnings; then
  - Multiply your monthly LTD benefit by the answer above.

If your monthly Disability Earnings exceed 80% of your Indexed monthly Eligible Earnings during the first 12 months of LTD benefits or 60% after 12 months, your LTD benefits will cease and your claim will end.
You may be required to send proof of your Disability Earnings on a monthly basis, including copies of your IRS Federal income tax return, W-2s and 1099s, which are necessary to substantiate your income.

If your Disability Earnings are expected to fluctuate widely from month to month, your Disability Earnings will be averaged over the most recent three months to determine if your LTD benefits should continue subject to all other terms and conditions of the Program.

**When Benefits End**

LTD benefits are paid until the earliest of the following:

- You have reached the maximum period of payment;
- You no longer meet the definition of Disabled under the LTD Program;
- You fail to submit satisfactory proof of continuing disability;
- Your Disability Earnings exceed the amount allowable;
- During the first 12 months of LTD benefits, when you are able to work in Your Regular Occupation on a part-time basis, but you choose not to;
- After 12 months of payments, when you are able to work in any Gainful Occupation on a part-time basis but you choose not to;
- You present a fraudulent claim for benefits; or
- You die.

**Successive Disabilities**

If you receive LTD benefits for a period of disability and you become Disabled again after a period of recovery, the later period will be treated as one period of disability under the LTD Program (that is, your second disability will be a continuation of the original disability), unless:

- You have returned to Full-Time Regular Work for at least six consecutive months between the periods of disability;
- The periods of disability are due to different and unrelated causes;
- You have become covered under other group LTD coverage between the periods of disability; or
- You cease to be covered under the LTD Program between the periods of disability.

**LTD Benefit Offsets**

If you receive or are entitled to receive disability income from certain other sources, a portion or the entire amount of the other income may reduce your benefits from the LTD Program.

Other income benefits include, but are not limited to, benefits from the following sources (see *The Prudential Welfare Benefits Plan Document* for complete information):

- The amount you receive or are entitled to receive as loss of time disability income payments under any state compulsory benefit act or law;
- The amount you receive as loss of time disability income payments under any insurance of a health or welfare plan or other employee benefit plan where Prudential, directly or indirectly, has paid all or part of the cost or governmental retirement system as the result of your job with Prudential;
- The amount of loss of time benefits you receive or are entitled to receive under any salary continuation or accumulated sick leave;
• The amount you, your Spouse and children (who are residing with you or you have a legal obligation to provide their financial support) receive or are entitled to receive as loss of time disability payments because of your disability under the U.S. Social Security Act, Railroad Retirement Act, Canadian Pension Plan or a plan established and operated in lieu of the Canadian Pension Plan or any similar plan or act;

• Any loss of time Workers’ Compensation law or similar legislation;

• The amount you receive from the Retirement Plan or the Supplemental Retirement Plan (if you receive a lump-sum benefit under the Cash Balance Pension Plan Document component of the Retirement Plan or under the Supplemental Retirement Plan, LTD benefits will be offset by the equivalent monthly single life annuity amount); and

• The amount you receive from a partnership, proprietorship or any similar draws.

With the exception of retirement payments under the Retirement Plan and/or the Supplemental Retirement Plan or amounts you receive from a partnership, proprietorship or similar draws, only deductible sources of income that are payable as a result of the same disability will be subtracted. Your payment will not be reduced by your Social Security income if your disability begins after age 65 and you were already receiving Social Security retirement payments.

Your LTD Program benefits will not be reduced by any benefits you receive from private insurance you purchase on your own.

**Estimated Social Security Disability Benefits**

The LTD Program requires that you apply for Social Security benefits. You must pursue benefits in a timely and diligent manner by following these steps:

• Apply for Social Security benefits;

• Appeal at the reconsideration level, if benefits are denied; and

• Appeal at the administrative law judge level, if benefits are again denied.

Until you give the Claims Administrator written proof that you have completed the three-step process above—and benefits are finally denied—the Claims Administrator may estimate your monthly Social Security benefits and offset them against your LTD benefit. But, the Claims Administrator will not estimate and offset your monthly Social Security benefits while your application and appeal are pending if you sign a Reimbursement Agreement and return it to the IDMU.

If the Claims Administrator finds that the amount of benefits that should have been used to determine your adjusted benefit differs from the amount actually used, the following rules apply.

If LTD benefits have been:

• Underpaid, the Claims Administrator will make a lump-sum payment to you to bring the total payments to the amount that should have been paid; or

• Overpaid, the Claims Administrator will ask for payment from you or, consistent with policies approved by the Plan Administrator, reduce or eliminate future benefit payments where permitted by law. If the Claims Administrator reduces or eliminates future payments, any minimum benefit provisions will not apply.

Once you begin receiving benefits, any increase in your Social Security disability benefit because of legislated Cost of Living Adjustments (COLA) will not further reduce the amount of LTD benefit payments you are receiving.
Social Security Claimant Assistance Program

The Claims Administrator can arrange for expert advice regarding your Social Security disability benefits claim and assist you with your application or appeal, if you are Disabled under the Program. The Social Security Claimant Assistance Program can assist you in obtaining Social Security disability benefits by:

- Helping you find appropriate legal representation;
- Obtaining medical and vocational evidence; and
- Reimbursing pre-approved case management expenses.

LTD Benefit Limitations and Exclusions

There are certain benefit limitations and exclusions under the LTD Program.

Mental Illness Limitation

Disabilities that, as determined by the Claims Administrator, are due in whole or part to Mental Illness have a limited pay period during your lifetime.

The limited pay period for Mental Illness is 24 months during your lifetime.

You will continue to receive LTD benefits for disabilities due in whole or part to Mental Illness beyond the 24-month period if you meet one or both of these conditions:

- If you are confined (a hospital stay of at least eight hours per day) to a hospital or institution at the end of the 24-month period, you will continue to receive LTD benefits during your confinement. If you are still Disabled when you are discharged, you will continue to receive LTD benefits for a recovery period of up to 90 days. If you become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, you will receive LTD benefits during that additional confinement and for one additional recovery period up to 90 more days; and

- In addition to the above, if, after the 24-month period for which you have received LTD benefits, you continue to be Disabled and subsequently become confined to a hospital or institution for at least 14 days in a row due in whole or part to Mental Illness, you will receive LTD benefits during the length of the confinement.

You will not receive LTD benefits beyond the limited pay period for Mental Illness as indicated or the maximum benefit duration, whichever occurs first. (See the “Duration of Benefits” section for more information.)

The Mental Illness limitation will not apply to dementia (for example, a condition of deteriorated mentality) if it is a result of:

- Stroke;
- Trauma;
- Viral infection;
- Alzheimer’s disease; or
- Other conditions not listed that are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar methods of treatment as standardly accepted in the practice of medicine.
Exclusions
The LTD Program does not cover any disabilities caused by, contributed to by or resulting from:

- Intentionally self-inflicted injuries;
- Active participation in a riot;
- Commission of or attempt to commit a felony or engagement in an occupation that a court of law has found to be illegal; or
- War, declared or undeclared, or any act of war.

LTD benefits will not be payable for any period of disability during which you are incarcerated as a result of a conviction.

Pre-Existing Conditions
The LTD Program does not cover a disability that begins within 12 months of the date your coverage under the Program becomes effective and is due to a Pre-Existing Condition. You have a Pre-Existing Condition if you received medical treatment, consultation, care or services including diagnostic measures, took prescribed drugs or medicines, or followed treatment recommendations in the three months just prior to your effective date of coverage or the date an increase in benefits would otherwise be available.

If there is an increase in your coverage level due to an amendment of the Program or your enrollment in OLTD coverage, a benefit limit will apply if your disability is due to a Pre-Existing Condition.

You will be limited to the coverage level you had on the day before the increase if your disability begins during the 12-month period starting with the date the increase in benefits would have been effective. In this case, the increase will not take effect until your disability ends and you return to Full-Time Regular Work.

Worksite Modification
A worksite modification might allow you to perform the Material and Substantial Duties of Your Regular Occupation with Prudential. The Claims Administrator may assist you and your manager to identify a modification that is likely to help you remain at work or return to work. The agreement will be in writing and must be signed by you, your manager and the Claims Administrator.

When this occurs, the Claims Administrator will provide for the cost of the modification up to the greater of:

- $1,000; or
- The equivalent of two months of your monthly benefit.

This benefit is available to you on a one-time only basis. For more information about worksite modification, contact the IDMU at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Disability and Leaves.

Rehabilitation Program
The LTD Program has a rehabilitation program available. As your file is reviewed, medical and vocational information will be analyzed to determine if rehabilitation services might help you return to work.

Once the initial review is completed by the rehabilitation program specialist working along with your Doctor and other appropriate specialists, the Claims Administrator may elect to offer you, and pay for, a rehabilitation program. If the rehabilitation program is not developed by the Claims Administrator’s rehabilitation program specialists, you must receive written approval from the Claims Administrator for the program before it begins or the Program will not pay for it.
The rehabilitation program may include, but is not limited to, the following services:

- Coordination with Prudential to assist you to return to work;
- Evaluation of adaptive equipment to allow you to return to work;
- Vocational evaluation to determine how your disability may impact your employment options;
- Job placement services;
- Resume preparation;
- Job-seeking skills training;
- Retraining for a new occupation; or
- Assistance with relocation that may be part of an approved rehabilitation program.

**Receiving Retirement Benefits While on Disability**

You may be eligible, or required, to receive benefits from the Retirement Plan and/or the Supplemental Retirement Plan while on disability. Payment of Retirement Plan and/or Supplemental Retirement Plan benefits does not change your disability status; you may still be considered Disabled, not a Retiree, under the Disability Program.

Any benefits you receive from the Retirement Plan and/or the Supplemental Retirement Plan will reduce your disability benefit payments. Even though your disability benefit is reduced, you may ultimately receive a higher total amount from the combined benefits of your Retirement Plan benefits, Supplemental Retirement Plan benefits and disability benefit payments. If you receive a lump-sum benefit or a rollover under the Cash Balance Pension Plan Document component of the Retirement Plan or under the Supplemental Retirement Plan, Disability Program benefits will be offset by the equivalent monthly single life annuity amount.

Your individual circumstances will determine when it is most advantageous to begin receiving Retirement Plan benefits. (See the Retirement Plan SPD booklet for more information.)

If you have questions about how the Retirement Plan and/or the Supplemental Retirement Plan may affect your disability benefits, call the IDMU at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Disability and Leaves.

**LTD Examples**

Here is an example of how LTD benefits are calculated when you are Disabled and not working.

### Example One

Robert’s monthly Eligible Earnings are $5,000. He is enrolled in 65% OLTD coverage. He has exhausted his STD Program benefits and meets the definition of Disabled under the LTD Program. His LTD monthly benefit is $3,250 (65% of $5,000), less any applicable offsets.

In Robert’s case, $2,500 (50% of $5,000) is provided from the Core LTD coverage and is considered taxable, while the remainder of his benefit ($750) is provided from OLTD coverage and is considered non-taxable, since Robert made contributions for his OLTD coverage on an After-Tax basis.
Here is an example of how LTD benefits are calculated when you are Disabled and working.

**Example Two**

Debbie’s monthly Eligible Earnings are $6,000. She is enrolled in 65% OLTD coverage. She has exhausted her STD Program benefits and meets the definition of Disabled under the LTD Program and has been receiving LTD benefits for six months. Her LTD monthly benefit is $3,900 (65% of $6,000), less any applicable offsets.

Debbie works with her Disability Claim Manager and returns to work on a part-time basis. While working part-time, Debbie earns $2,000 per month. Since the LTD monthly benefit of $3,900 plus her monthly Disability Earnings of $2,000 total less than her Indexed monthly Eligible Earnings ($6,000) and because Debbie is within her initial 12 months of LTD, her LTD monthly benefit will not be reduced ($3,900 + $2,000 = $5,900).

If Debbie’s monthly part-time earnings were to increase to $3,000, the increase will cause a change in the calculation of partial disability benefits. In this case, when adding Debbie’s $3,000 Disability Earnings to her monthly LTD benefit of $3,900, the combined amount exceeds 100% of her Indexed monthly Eligible Earnings ($3,900 + $3,000 = $6,900). The amount of her monthly LTD benefit that is in excess of her Indexed monthly Eligible Earnings ($6,900 - $6,000 = $900) will be subtracted from her LTD benefit, therefore reducing her LTD benefit to $3,000 ($3,900 - $900).

If Debbie were to continue working part-time beyond her initial 12 months of LTD, she will receive payments based on the percentage of income she is losing due to her disability. If Debbie continues to earn $2,000 while working part-time, she will receive an LTD benefit of $2,600 ($6,000 - $2,000 = $4,000 ÷ $6,000 = 66.67% x $3,900 = $2,600).

If Debbie earns greater than $3,600 while working part-time beyond her initial 12 months of LTD, her LTD benefits will cease and her claim will end since she is earning greater than 60% of her Indexed monthly Eligible Earnings.
Claims and Appeals Procedures

You, or any person you choose to represent you, must follow the claims and appeals review procedures outlined in this section before taking action in any other forum regarding a claim under the Plan.

The Plan Administrator or its delegate will process any writing that is identified as a claim for benefits (either by the claimant or, if the writing is not specific, by the Plan Administrator) under the claims and appeals procedures outlined in this section. If your claim is not identified as a claim for benefits, the Plan Administrator or its delegate will treat your writing or communication as a claim under the Non-Benefit Claims procedures.

Enrollment and eligibility claims will be identified as Non-Benefit Claims and will be processed under the Non-Benefit Claims procedures unless they are part of a claim for benefits. For example, if you file a claim for benefits that is denied because you are not eligible to participate in the Plan, your claim will be considered a claim for benefits and will follow the procedures outlined in the “Claim for Benefits” section. For all enrollment and eligibility claims, including those considered a claim for benefits, the Prudential Benefits Center is the Claims Administrator and the Administrative Committee is the Claims Fiduciary.

If your claim for benefits is denied, it will be considered an Adverse Benefit Determination. An Adverse Benefit Determination is any denial, reduction or termination of a benefit, or a failure to provide or make a payment. You have the right to appeal any Adverse Benefit Determination under the procedures described in this section. A claim will be considered approved only if approval is communicated to you in writing. If you do not receive a response to any claim within the applicable time period, you may proceed with an appeal under the procedures described in the “Appeal of an Adverse Benefit Determination” section.

Claim for Benefits

Making a Claim for a Benefit

When you apply for or request a benefit in any manner, this will generally constitute a claim. The information in this section will tell you exactly how to file for a benefit under the Plan. There are times when a phone call to the Claims Administrator questioning why you are not covered or how to apply for a benefit can constitute a claim. The Claims Administrator can always give you more information on how to request or apply for a benefit. Contact the Integrated Disability Management Unit (IDMU) at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Disability and Leaves.

How to File a Claim for Benefits

For Short Term Disability (Including State-Mandated Benefits)

If you are absent from work due to sickness or injury for eight or more consecutive calendar days, you are required to initiate a disability claim. As soon as you know that your absence will be eight days or longer, call 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Disability and Leaves.

A disability claim includes:

- An Employee statement, which you will provide by telephone when you call 1-800-PRU-EASY (1-800-778-3279) to initiate your claim; and

- Documentation from your attending physician (commonly referred to as an Attending Physician Statement). In the days following your initiation of a disability claim, the IDMU will attempt to gather the information required to complete your disability claim from your attending physician on your behalf. If the IDMU is unable to obtain this information, they will contact you and provide you with an Attending Physician Statement for your Doctor to complete.
Once you have made the Employee statement and the completed Attending Physician Statement is returned to the IDMU, your claim will be considered completed.

Your proof of claim, provided at your own expense, must show:

- That you are under the Regular Care of a Doctor;
- The date your disability began;
- Appropriate documentation of the disabling condition;
- The extent of your disability, including restrictions and limitations preventing you from performing Your Regular Occupation;
- The name and address of any hospital or institution where you received treatment, including all attending Doctors; and
- The name and address of any Doctor you have seen.

Your disability claim must be completed within 15 calendar days from your first day of absence. If you do not submit your completed disability claim within the 15-day period, or if the IDMU is unable to process your claim within the 15-day period because of your or your physician's delay in providing necessary information, your pay may be suspended.

Claims and/or any supporting documentation should be mailed to:

The Prudential Insurance Company of America
Integrated Disability Management Unit
P.O. Box 13427
Philadelphia, PA 19176

The Claims Administrator may require that you send proof of continuing disability, satisfactory to the Claims Administrator, indicating that you are under the Regular Care of a Doctor. This proof, provided at your expense, must be received within 30 days of the request by the Claims Administrator.

The Claims Administrator also has the right to require you to be examined by Doctors, other medical practitioners or vocational experts at its own expense. The Claims Administrator may do this when and as often as is reasonable. Your refusal may result in denial or termination of your claim and benefits.

For Long Term Disability

No forms are needed to initiate an LTD claim. The information provided during your STD period will be used as proof of loss for the LTD period; however, additional medical information may be required to substantiate continued disability.

What Information to Include in a Claim

Your claim should state your name, address, the specific basis for your claim, and include an Employee statement and a statement from your attending physician, along with any additional materials you wish to present. Call the Claims Administrator for more information. Benefits under each ERISA-governed plan will be paid only if the applicable Claims Fiduciary decides in its sole discretion that the claimant is entitled to them.

When to File a Claim

The best time to file a claim for benefits is as soon as possible after the circumstances creating the claim take place (for example, illness, injury). You are entitled to file a claim for benefits to which you believe you are entitled, up to one year from the date your claim arose. A claim will be presumed to have arisen when you have actual or constructive notice of the events giving rise to the claim.
Time Frame for Claim Determinations

If you receive an Adverse Benefit Determination (that is, any denial, reduction, or termination of a benefit, or a failure to provide or make a payment), the Claims Administrator will notify you of the adverse determination within a reasonable period of time, but not later than 45 days after receiving the claim. This 45-day period may be extended for up to 30 days, if the Claims Administrator both determines the extension is necessary due to matters beyond the control of the Plan, and notifies you, before the initial 45-day period expires, of the reason(s) requiring the extension of time and the date by which the Claims Administrator expects to render a decision. If, prior to the end of the first 30-day extension period, the Claims Administrator again determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the determination period may be extended for up to an additional 30 days. In such case, the Claims Administrator must notify you, before the first 30-day extension period expires, of the reason(s) requiring the extension of time and the date by which the Claims Administrator expects to render a decision.

All extension notices you receive regarding your benefits must specifically explain:

- The standards on which entitlement to a benefit is based;
- The unresolved issues that prevent a decision on the claim; and
- The additional information needed to resolve those issues.

You have 45 days to provide the specified additional information. In the event that an extension is necessary because you did not submit the necessary information, the time frame for making a benefit determination is tolled (that is, stopped) from the date the Claims Administrator sends you the extension notification until the date you respond to the request for additional information.

Notice of Adverse Benefit Determination

The written notice of your Adverse Benefit Determination (that is, any denial, reduction or termination of a benefit, or a failure to provide or make a payment) will include the following:

- The specific reason(s) for the Adverse Benefit Determination;
- Reference to the specific provisions of The Prudential Welfare Benefits Plan on which the Adverse Benefit Determination is based;
- A description of any additional material or information necessary for you to complete or support your claim and an explanation of why that material or information is necessary;
- A description of or a copy of The Prudential Welfare Benefits Plan’s appeal procedures, the time limits under the procedures and a statement of your right to bring a civil action under Section 502(a) of ERISA, after you have completed all mandatory appeals under the Program;
- A copy of any internal rule, guideline, protocol, or other similar criterion relied upon in making the Adverse Benefit Determination or a statement that a copy of the rule, guideline, protocol, or other similar criterion relied upon in making the Adverse Benefit Determination will be provided free of charge to you upon request; and
- If the Adverse Benefit Determination was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the adverse determination, applying the terms of The Prudential Welfare Benefits Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request.
**Appeal of an Adverse Benefit Determination**

The Program offers one level of mandatory appeal. This means that before you can bring a civil action under ERISA, you must first complete the mandatory level of appeal. If your claim is adversely determined after you have completed the mandatory level of appeal, the Program provides for a voluntary level of appeal. You are not required to go through this voluntary level of appeal before you bring a civil action, but you may avail yourself of it if you want. The following time frames apply under each level of appeal.

You, or your authorized representative, have 180 days following the receipt of a notification of an Adverse Benefit Determination to appeal the determination.

To appeal an Adverse Benefit Determination, you should contact:

The Prudential Insurance Company of America
Integrated Disability Management Unit
P.O. Box 13427
Philadelphia, PA 19176

**Appeals Procedures**

You have the right to:

- Submit written comments, documents, records and other information relating to the claim for benefits;
- Request, free of charge, reasonable access to, and copies of all documents, records and other information relevant to your claim for benefits. For this purpose, a document, record, or other information is treated as relevant to your claim if it:
  - Was relied upon in making the benefit determination;
  - Was submitted, considered, or generated in the course of making the benefit determination, regardless of whether such document, record or other information was relied upon in making the benefit determination;
  - Demonstrates compliance with the administrative processes and safeguards required in making the benefit determination;
  - Constitutes a statement of policy or guidance with respect to the Program concerning the denied benefit for your diagnosis, regardless of whether such statement was relied upon in making the benefit determination;
- A review that takes into account all comments, documents, records, and other information submitted by you relating to the claim, regardless of whether such information was submitted or considered in the initial benefit determination;
- A review that does not defer to the initial Adverse Benefit Determination and that is conducted by a Fiduciary of The Prudential Welfare Benefits Plan, as determined by the Administrative Committee or its delegate, that is neither the individual who made the adverse determination nor that person’s subordinate;
- If the appeal involves an Adverse Benefit Determination based in whole or in part on a medical judgment, require the Fiduciary designated by the Administrative Committee, or its delegate, to consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and who was neither consulted in connection with the initial Adverse Benefit Determination nor the subordinate of any such individual; and
- The identification of medical or vocational experts whose advice was obtained in connection with the Adverse Benefit Determination, upon your request, without regard to whether the advice was relied upon in making the decision.
When You Can Expect a Response

The Claims Administrator must notify you of the Program’s benefit determination on review within a reasonable period of time, but not later than 45 days after receipt of your request for review, unless the Claims Administrator determines that special circumstances require an extension of time. If an extension of time is required, the period may be extended for an additional 45 days as long as a written notice of the extension is sent to you before the end of the initial 45-day period. The notice of the extension must indicate the special circumstances and the date by which the Claims Administrator expects to render the determination on review.

In the event an extension is necessary because you did not submit the necessary information, the time frame for making a benefit determination on review is tolled (that is, stopped) from the date the Claims Administrator sends you the extension notification until the date you respond to the request for additional information.

Notice of Adverse Benefit Determination on Appeal

The Claims Administrator’s notice of an Adverse Benefit Determination on appeal will contain all of the following information:

• The specific reason(s) for the Adverse Benefit Determination;

• Reference to the specific provisions of The Prudential Welfare Benefits Plan on which the Adverse Benefit Determination is based;

• A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim;

• A statement describing any voluntary appeal procedures offered by the Program and your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA, following the denial of your claim after you have completed all mandatory appeals under the Program;

• A copy of any internal rule, guideline, protocol, or other similar criterion relied upon in making the Adverse Benefit Determination on your appeal, or notice that a copy of the rule, guideline, protocol, or other similar criterion relied upon in making the Adverse Benefit Determination on your appeal will be provided free of charge upon request; and

• If the Adverse Benefit Determination on appeal was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the adverse determination, applying the terms of The Prudential Welfare Benefits Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request.

Voluntary Level of Appeal

If the decision to deny benefits is upheld after your mandatory level of appeal, you may file a voluntary second appeal. You are entitled to receive upon request, sufficient information to make a decision about filing this appeal. The same time frame for the first appeal will apply to the second voluntary appeal.

After completing the first mandatory level of appeal, you may also file a lawsuit under the Employee Retirement Income Security Act (ERISA). ERISA allows you to file suit for policy benefits and reasonable attorney’s fees. Your decision on whether to file a second voluntary appeal will not affect your rights to sue under ERISA.
Non-Benefit Claims

Enrollment and Eligibility Claims
If you have questions regarding a Program enrollment or eligibility claim (for example, if you missed an opportunity to enroll for OLTD without evidence of good health upon hire or if you dispute eligibility for the Disability Program), please contact the Prudential Benefits Center. You may contact the Prudential Benefits Center by calling 1-800-PRU-EASY (1-800-778-3279) and following the prompts for Health and Welfare benefits.

If you and the Prudential Benefits Center are not able to resolve your issue, the Prudential Benefits Center can provide you with a Claim Initiation Form. You may complete this form or submit written notice with the specific basis for your claim and send it to Claims and Appeals Management (CAM) at the following address:

Prudential Benefits Center
Claims and Appeals Management (CAM)
P.O. Box 1407
Lincolnshire, IL 60069-1407

Your claim will be considered as soon as practicable following its receipt. Notice of an adverse determination will be provided no later than 90 days after receipt of the claim. If the Prudential Benefits Center determines that special circumstances require an extension of time for processing the claim, written notice will be furnished prior to the end of the 90-day period. Such extension will not exceed 180 days after the date your claim was received.

If you have followed the required procedures and you receive an adverse determination, you may appeal the decision by following the steps described in the “Appeal of an Adverse Determination of a Non-Benefit Claim” section.

For all enrollment and eligibility claims, the Prudential Benefits Center is the Claims Administrator and the Administrative Committee is the Claims Fiduciary.

Other Non-Benefit Claims
To make a claim under the Plan, other than for a claim for benefits (see the “Claim for Benefits” section), or for enrollment and eligibility claims (see the “Enrollment and Eligibility Claims” section), you must send your request in writing to:

Administrative Committee
The Prudential Insurance Company of America
Employee Benefits Department
751 Broad Street, 18th Floor
Newark, NJ 07102-3714

Your claim should state your name, address, the specific basis for your claim and any additional materials you wish to present.

Your claim will be considered by the Administrative Committee or its delegate as soon as practicable following its receipt. Notice of an adverse determination will be provided no later than 90 days after receipt of the claim. If the Plan Administrator or its delegate determines that special circumstances require an extension of time for processing the claim, written notice will be furnished prior to the end of the 90-day period. Such extension will not exceed 180 days after the date your claim was received.
Appeal of an Adverse Determination of a Non-Benefit Claim

If you have followed the required procedures and you receive an adverse determination, you may appeal the decision by making a request in writing within 60 days after you receive notice of the adverse determination. Appeals must be sent to the Administrative Committee or its delegate, in this case the Appeals Committee, at the address in the “Other Non-Benefit Claims” section.

Your appeal will be considered by the Appeals Committee as soon as practicable. Notice of an adverse determination of your appeal will be provided no later than 60 days after receipt of the appeal. If the Appeals Committee determines that special circumstances require an extension of time for processing the appeal, written notice will be furnished prior to the end of the 60-day period. Such extension will not exceed 120 days after the date your request to appeal your adverse determination was received.

The Administrative Committee, as Plan Administrator, may appoint itself, one or more of its number, or any other person or persons whether or not connected with Prudential to review a claim. The ultimate decision of the Administrative Committee or its delegate is final and binding. Claims under the Plan will be granted only if the Plan Fiduciary or its delegate decides, in its sole discretion, that they should be granted.

For more information, you may call the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits.

Legal Action

All the facts and circumstances of your case will be thoroughly reviewed. If you have completed all of the required claims and appeals procedures (see the “Claims and Appeals Procedures” section) and your appeal is given an Adverse Benefit Determination, you have the right to bring legal action if you believe the adverse determination is incorrect and was decided in an arbitrary and capricious manner. Any suit or legal action initiated by you must be brought by the earlier of one year following a final decision on your claim, including any appeal, or two years measured from the date your claim arose (except that this two-year limitation period will be suspended during the appeal and review of a claim under the Plan’s claims, claims appeals and claims review procedures, and except to the extent any policy or contract of an insurer provides a longer period of time to institute any suit or legal action). This time period for bringing a suit or legal action applies in all forums.
Life Events

If You Take a Leave of Absence

If you take a paid leave of absence:

- **STD:** Your STD coverage generally will continue automatically.
- **LTD:**
  - **Core:** Your Core LTD coverage generally will continue automatically.
  - **OLTD:** Your OLTD coverage will continue automatically provided you continue to contribute to the Cost of this coverage. Contributions during this period may continue via payroll deduction.

If you take an unpaid leave of absence:

- **STD:** Your STD coverage will continue automatically for up to six months.
- **LTD:**
  - **Core:** Your Core LTD coverage will continue automatically for up to six months.
  - **OLTD:** Your OLTD coverage will continue at the existing coverage level for up to six months provided you make the payments required to continue your coverage. A bill will be mailed to your home each month for OLTD coverage. Payments are due within 30 days of the specified due date. If you do not want OLTD coverage to continue, you may contact the Prudential Benefits Center to cancel your OLTD coverage.

If You Retire

If you Retire from Prudential, all coverages end on the date you Retire.

Some states mandate continued short term disability coverage for a period beyond the date employment ends. For specific information about your state, call the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits.

If Your Employment Ends

If your employment with Prudential ends, all coverages end on the date your employment ends.

Some states mandate continued short term disability coverage for a period beyond the date employment ends. For specific information about your state, call the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits.

You may be eligible to purchase LTD coverage under Prudential’s group conversion policy. To be eligible for conversion, you must have been covered under the LTD Program for at least 12 consecutive months. You are not eligible to convert your coverage to the group conversion policy if:

- You are or become insured under another group LTD plan within 60 days after your employment ends;
- You are Disabled under the terms of the LTD Program;
- You are age 70 or older when your employment ends; or
- Your coverage under the Program ends for any of the following reasons:
  - The Program is cancelled;
  - The Program is changed to exclude the group of Employees to which you belong;
  - You are no longer in an eligible group; or
  - You Retire.
You must apply for insurance under the conversion policy and pay the first premium within 60 days after the date your employment ends. Evidence of good health will be required for certain higher amounts of monthly LTD benefits. Your amount of coverage will not be more than your amount under the LTD Program when your coverage ends, and it may be less.

**When Employment with Prudential Ends While Receiving STD Benefits**

If your employment with Prudential ends while you are receiving STD benefits and you are:

- Eligible to Retire from Prudential, you may Retire (but may not be required to start receiving benefits from the Retirement Plan) on the date your employment with Prudential ends. STD benefits will be reduced dollar for dollar to reflect any payments you actually receive under the Retirement Plan and/or the Supplemental Retirement Plan. If you receive a lump-sum benefit under the Cash Balance Pension Plan Document component of the Retirement Plan or under the Supplemental Retirement Plan, STD benefits will be offset by the equivalent monthly single life annuity amount; or

- Not eligible to Retire at that time, you will continue to receive your STD benefits until they are exhausted or you are no longer considered Disabled under the Program, whichever comes first.

**Family and Medical Leave Act**

All Employees who have at least one year of service and have worked at least 1,000 hours (excluding any unpaid leave, any disability absences and any designated FMLA absences during that period) during the 12 months prior to commencing a leave are eligible for unpaid leave under the Federal Family and Medical Leave Act of 1993 (FMLA). Eligible Employees may take an unpaid leave of absence, up to 12 weeks in a single 12-month period (measured backward from the date an Employee uses any FMLA leave), under the following circumstances:

- To care for the Employee’s child (as defined by applicable law) after birth, or placement for adoption or foster care;

- To care for the Employee’s Spouse, child or parent (as defined by applicable law) with a serious health condition;

- To care for the Employee’s child who is 18 years of age or older with a serious health condition, but is incapable of self-care because of a mental or physical disability (as defined by applicable law), regardless of when the disability commenced;

- For the Employee’s own serious health condition that renders the Employee unable to perform the essential functions of the Employee’s job; or

- For qualifying exigency leave when:

  - The Employee’s Spouse, child or parent is a member of a regular component of the United States Armed Forces (i.e., is a military member) and is deployed to a foreign country; or

  - The family member belongs to the National Guard or Reserves and is called to military duty in support of a contingency operation.

Qualifying exigencies may include: attending certain military events; arranging for alternative childcare for the military member’s child; addressing certain financial and legal arrangements arising from the military member’s covered active duty; attending counseling for the Employee, the military member or the military member’s child when the need for the counseling arises from the military member’s covered active duty; attending post-deployment reintegration briefings and handling other situations arising out of the military member’s deployment; spending up to 15 calendar days with a military member who is on Rest and Recuperation leave during covered active duty; and addressing certain activities related to the care of the military member’s parent who is incapable of self-care, such as arranging for alternative parental care, providing care on a non-routine, urgent basis, admitting the parent to a new care facility or attending meetings with staff at a care facility.
The Company also provides a special leave entitlement that permits eligible Employees who are the Spouse, son, daughter, parent or next of kin of a covered service member (as defined by applicable law) to take up to 26 weeks of leave to care for a covered service member during a single 12-month period (measured forward from the date the leave is first taken). A covered service member is a:

- Current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of active duty (or had a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty while on active duty in the Armed Forces) that may render the service member medically unfit to perform his/her duties for which the service member is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list; or

- Veteran who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness that was incurred in the line of active duty (or had a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty while on active duty in the Armed Forces) and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The 26-week leave available to eligible Employees to care for a covered service member is not in addition to the 12-week leave allotment available for other types of FMLA leave. Thus, if an Employee takes leave for any other reason permitted by the FMLA, the leave will be deducted from the 26-week allotment during that year.

Certain state statutes may provide additional leave rights and coverage. For complete information regarding your FMLA leave rights and responsibilities, as well as your family and medical leave rights and obligations in the specific state in which you work, contact your local Human Resources Consultant or refer to the Human Resources Policies Lotus Notes database under the Quick Links tab on Prudential’s intranet site, “PRU Today.”

During your FMLA leave, if you are covered under the Program, the Company will continue your coverage for up to six months under the same terms and conditions as you would have received if you had not taken the leave provided that, during the leave, you continue to make any Employee contributions that you normally would make if you were actually working. Benefits will automatically continue during an FMLA leave unless you notify the Prudential Benefits Center within 31 days of the first day of your leave to terminate your benefits while on leave. If you continue coverage, a bill for the active Cost for the Program will be mailed to your home address on a monthly basis. Payments are due within 30 days of the specified due date.

If you fail to pay your contributions for the Program by the date shown on your bill, your coverage will end.

When you return to work after your leave of absence, your coverage will be reinstated automatically upon your return to work. If your coverage had ended due to non-payment during your leave of absence, you would have a break in coverage for the period of non-payment.

If you are planning to take an FMLA leave of absence and have questions about your benefits during your absence call the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits.

If you are planning to take an FMLA leave of absence and have questions regarding FMLA, call the Prudential FMLA Services Unit at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Disability and Leaves.
The Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination based on a disability as defined by the ADA and requires an employer to make a reasonable accommodation for a qualified disabled individual, as defined by the ADA. For more information regarding a reasonable accommodation, contact your local Human Resources Consultant, Prudential Health and Wellness or your IDMU representative.

Uniformed Services Employment and Reemployment Rights Act

The Uniformed Services Employment and Reemployment Rights Act (USERRA) provides certain protections and reemployment rights to Employees who are absent from work due to service in the Armed Forces, Army National Guard or Air National Guard (collectively, uniformed service). If, as a result of service in the uniformed service, you take a leave from work, generally, your absence will be designated as an authorized, unpaid leave. During this leave, you will be treated in the same manner as other Employees who are on an unpaid leave.
Other Important Information

When You Are Ready to Return to Work

If you have been absent from work for four months or more due to sickness or injury, you must provide the IDMU with medical evidence certifying you are fit to resume your job duties prior to your return to work. Upon approval from the IDMU, you may return to work. When you report to work, notify the IDMU on the first day of your return. Contact the IDMU at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Disability and Leaves.

The Claims Administrator reserves the right to require you to undergo an independent medical examination, at no expense to you, to determine whether you are fit to resume your job functions.

Insurance Fraud

Prudential wants to ensure you do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Prudential will focus on all means necessary to support fraud detection, investigation and prosecution. In the event of insurance fraud, Prudential will deny or terminate your claim and pursue all appropriate legal remedies.

Eligibility for Other Benefits

During STD

While you are receiving STD benefits, you will continue to be eligible for your current benefit elections. For benefits that require a contribution, deductions will continue to be made from your paycheck.

You may be able to make changes to your benefit elections while on disability. However, some programs require you to be Actively at Work before coverage takes effect. Consult the individual benefits Summary Plan Description (SPD) booklets for details.
<table>
<thead>
<tr>
<th>Under This Program:</th>
<th>Your Coverage:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Medical</strong></td>
<td>• Under the active medical program will end. If you have ten or more years of Vesting Service with Prudential, even if your LTD benefits have terminated because you reached the maximum age limit, you will be eligible for participation in the Retiree Medical Program. If you have less than ten years of Vesting Service with Prudential, you can choose COBRA continuation coverage. (See the Medical Program SPD booklet for more information on COBRA.)</td>
</tr>
<tr>
<td><strong>Dental</strong></td>
<td>• Under the active dental program will end. If you have ten or more years of Vesting Service with Prudential, you will be eligible for participation in the Retiree Dental Program. If you have less than ten years of Vesting Service with Prudential, you can choose COBRA continuation coverage. (See the Dental Program SPD booklet for more information on COBRA.)</td>
</tr>
<tr>
<td><strong>Vision</strong></td>
<td>• Under the Vision Care Insurance Program will end. If you have ten or more years of Vesting Service with Prudential, you will be eligible for participation in the Retiree Vision Care Insurance Program. If you have less than ten years of Vesting Service with Prudential, you can choose COBRA continuation coverage. (See the Vision Program SPD booklet for more information on COBRA.)</td>
</tr>
<tr>
<td></td>
<td>• Under the Vision Discount Program will end. If you have ten or more years of Vesting Service with Prudential, coverage will continue under the Retiree Vision Discount Program. If you have less than ten years of Vesting Service with Prudential, you can choose COBRA continuation coverage. (See the Vision Program SPD booklet for more information on COBRA.)</td>
</tr>
<tr>
<td><strong>Flexible Spending Accounts</strong></td>
<td>• Under the Health Care Reimbursement Account (HCRA) or the Limited Purpose Health Care Reimbursement Account (Limited Purpose HCRA) will end, unless you choose COBRA continuation coverage. (See the Flexible Spending Accounts SPD booklet for more information on COBRA.)</td>
</tr>
<tr>
<td></td>
<td>• Under the Dependent Care Reimbursement Account (DCRA) will end.</td>
</tr>
<tr>
<td><strong>Basic Group Life Insurance</strong></td>
<td>• Will continue if you have ten or more years of Vesting Service with Prudential; or</td>
</tr>
<tr>
<td></td>
<td>• Will end if you have less than ten years of Vesting Service with Prudential, unless you meet the waiver of premium provision definition of Total Disability or convert your coverage to an individual policy. (See the Life, Accident and Critical Illness Insurance Programs SPD booklet for more information on waiver of premium and converting your coverage.)</td>
</tr>
<tr>
<td><strong>Group Universal Life Insurance</strong></td>
<td>• Will end unless you meet the waiver of premium provision definition of Total Disability or choose to continue coverage through the portability or conversion features of the Program. (See the Life, Accident and Critical Illness Insurance Programs SPD booklet for more information on waiver of premium, portability and conversion.)</td>
</tr>
<tr>
<td><strong>Dependent Term Life Insurance</strong></td>
<td>• Will end unless you choose to continue coverage through the portability or conversion features of the Program. (See the Life, Accident and Critical Illness Insurance Programs SPD booklet for more information on portability and conversion.)</td>
</tr>
<tr>
<td><strong>Survivor Benefits Life Insurance</strong></td>
<td>• Will end unless you meet the waiver of premium provision definition of Total Disability or choose to continue coverage through the conversion feature. (See the Life, Accident and Critical Illness Insurance Programs SPD booklet for more information on waiver of premium and conversion.)</td>
</tr>
<tr>
<td><strong>Basic Accidental Death &amp; Dismemberment Insurance</strong></td>
<td>• Will end.</td>
</tr>
<tr>
<td>Under This Program</td>
<td>Your Coverage</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Supplemental Accidental Death &amp; Dismemberment Insurance</strong></td>
<td>• Will end.</td>
</tr>
<tr>
<td><strong>Business Travel Accident Insurance</strong></td>
<td>• Will end.</td>
</tr>
<tr>
<td><strong>Critical Illness Insurance</strong></td>
<td>• Will end.</td>
</tr>
<tr>
<td><strong>Long Term Care</strong></td>
<td>• Can continue for you and/or your eligible family members as long as you pay your premiums on time and do not exhaust your lifetime maximum benefit under the Long Term Care Insurance Program.</td>
</tr>
<tr>
<td><strong>Group Legal</strong></td>
<td>• Will end; however, there will be a 90-day extension period for legal services still in progress at the time coverage ended.</td>
</tr>
</tbody>
</table>
| **Europ Assistance USA Identity Theft Assistance** | • May continue if you have ten or more years of Vesting Service with Prudential. You will be eligible for participation in the Europ Assistance USA Identity Theft Assistance Program that is also offered to Retirees; or  
  • Will end if you have less than ten years of Vesting Service with Prudential. |

**Assignment of Benefits**

The Programs summarized in this SPD booklet are used exclusively to provide benefits to you. You cannot assign ownership of your disability benefits. Call the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits for more information.
Administrative Information

This Disability Program SPD booklet is intended to describe the specific provisions of the Disability Program options available to eligible Employees of Prudential under The Prudential Welfare Benefits Plan. In addition to knowing these provisions, you need to be aware of important administrative details, including what steps you may take if you believe that a claim has been wrongfully denied. You also need to know about your legal rights as a participant in the Program under the Employee Retirement Income Security Act of 1974, as amended (ERISA).

This SPD booklet, along with any subsequent related SMMs, constitutes the Summary Plan Description of the Disability Program of The Prudential Welfare Benefits Plan effective as of January 1, 2015, and provides important information about your rights under ERISA. Terms and phrases used in this booklet are intended to have the meanings ascribed to them in the Plan Document. If there is any difference between the information contained in this booklet and the Plan Document, the Plan Document, as interpreted by the Plan Administrator (in its sole discretion), always will govern. If there are legal rules that require changes not yet written into the Plan Document, the Plan Document will be interpreted by the Plan Administrator (in its sole discretion) as including those legal rules.

This SPD booklet should in no way be considered a substitute for the Plan Document, which governs the operation of the Program.

If you have any questions regarding this SPD booklet, please visit the Prudential Benefits Center website (at www.prubenefitscenter.com) or, if you do not have access to a computer or the Internet or you need more information, you may call the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits.

Plan Administration

Plan Name and Number

The Disability Program is a component of The Prudential Welfare Benefits Plan.

<table>
<thead>
<tr>
<th>Plan Name</th>
<th>Plan Number</th>
<th>Type of Plan</th>
<th>Plan Administrator</th>
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<tbody>
<tr>
<td>The Prudential Welfare Benefits Plan</td>
<td>501</td>
<td>Welfare (Disability)</td>
<td>Administrative Committee</td>
</tr>
</tbody>
</table>

Plan Administrator

The Plan Administrator for the Disability Program is the Administrative Committee, which is responsible for plan administration matters under the Disability Program. The address for the Plan Administrator is:

Administrative Committee
The Prudential Insurance Company of America
Employee Benefits Department
751 Broad Street, 18th Floor
Newark, NJ 07102-3714
Telephone: 1-973-802-6000

Plan Sponsor

The Plan Sponsor for the Program described in this SPD booklet is:

The Prudential Insurance Company of America
Prudential Plaza
751 Broad Street
Newark, NJ 07102-3714
Telephone: 1-973-802-6000
A complete list of Participating Employers may be obtained by participants upon written request to the Plan Administrator, and is available for examination, without charge, by participants at the Plan Administrator’s office. You may make a written request to the Plan Administrator for information as to whether a particular employer participates in the Program and, if so, the employer’s address.

**Employer Identification Number**
The Company’s employer identification number assigned by the Internal Revenue Service is 22-1211670.

**Plan Year**
The Plan Year is the 12-month period used for maintaining the Program’s financial records. The official Plan Year for the Program is January 1 through December 31 of each Calendar Year.

**Funding, Payment and Claims of Program Benefits**
The Disability Program is a component of The Prudential Welfare Benefits Plan and benefits are funded by a combination of insurance, employer payments, trust funds and participant contributions, where applicable.

**Trustee Information**
Assets under The Prudential Welfare Benefits Plan are held both in trusts and pursuant to insurance contracts issued by The Prudential Insurance Company of America. The Trustee of the trusts for the benefit of The Prudential Welfare Benefits Plan is:

Prudential Trust Company  
30 Scranton Office Park  
Mailstop 330  
Scranton, PA 18507  
Telephone: 1-570-341-6280

**Insurance Issuers and Administrators**
The following lists insurance companies and their roles in providing benefits under the Program. ASO refers to the contract that provides only administrative services, but no guarantee, by the provider. Insurance refers to a contract providing a full guarantee by the provider.

<table>
<thead>
<tr>
<th>Disability Program Option</th>
<th>Provider</th>
<th>Provider Roles*</th>
</tr>
</thead>
</table>
| Short Term Disability          | The Prudential Insurance Company of America                              | • Insurance  
|                                 | Company of America                                                       | • Claims Administrator  
|                                 | 751 Broad Street                                                         | • Claims Fiduciary                                                          |
|                                 | Newark, NJ 07102                                                         |                                                                                |
| Long Term Disability           | The Prudential Insurance Company of America                              | • ASO  
|                                 | Company of America                                                       | • Insurance  
|                                 | 751 Broad Street                                                         | • Claims Administrator  
|                                 | Newark, NJ 07102                                                         | • Claims Fiduciary                                                          |
|                                 |                                                                         |                                                                                |
| * For Program enrollment and eligibility claims, the Prudential Benefits Center is the Claims Administrator and the Administrative Committee is the Claims Fiduciary. |

**Note:** The Administrative Committee has delegated the Integrated Disability Management Unit (IDMU) as the Claims Administrator and Claims Fiduciary.

The STD Program is insured under group policy series 83500.
The LTD Program is offered by Prudential with administrative services only provided by The Prudential Insurance Company of America. In addition, certain Employees covered under the LTD Program are insured under group policy series 83500.

The STD and LTD Programs provide disability income protection only. They do not provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department.

**Plan Amendment or Termination**

The Company has reserved the right in its sole discretion, subject to applicable law, to amend, modify, suspend or terminate The Prudential Welfare Benefits Plan, including, but not limited to, the benefits discussed in this SPD booklet, in whole or in part. Any such action would be taken in writing and maintained with the records of The Prudential Welfare Benefits Plan. Plan amendment, modification, suspension or termination may be made for any reason, and at any time. Such amendments may be made retroactive if necessary to meet statutory requirements or for any other appropriate reason as determined by the Company in its sole discretion.

Upon termination of The Prudential Welfare Benefits Plan, Prudential will determine in accordance with applicable law, how the remaining assets of The Prudential Welfare Benefits Plan will be distributed.

The Plan Document for The Prudential Welfare Benefits Plan describes the procedures for amending or terminating the Plan and who may make amendments.

**Service of Legal Process**

Most questions about the Program benefits may be resolved by calling the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and following the prompts for Health and Welfare benefits, or by completing the claims and appeals process. (See the “Claims and Appeals Procedures” section for more information.) However, if, after you have completed all of the claims and appeals procedures described in this SPD booklet, you feel you need to take legal action to resolve a question governing your benefits or your claim, then you may contact the agent for service of legal process in a timely manner at the following address:

The Prudential Insurance Company of America  
Vice President, Employee Benefits  
Employee Benefits Department  
751 Broad Street, 18th Floor  
Newark, NJ 07102-3714  
Telephone: 1-973-802-6000

Legal papers may also be served in a timely manner on The Prudential Welfare Benefits Plan Administrative Committee or the respective Plan Trustee, if any. Any suit or legal action must be brought by you no later than one year following a final decision on your claim for benefits.

**If You Do Not Have Access to the Prudential Benefits Center Website**

Throughout this SPD booklet there are references to accessing the Prudential Benefits Center website (at www.prubenefitscenter.com).

If you do not have access to a computer or the Internet or if you need more information, you may call the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits.
Your Rights

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all ERISA-governed plan participants are entitled to:

- Receive information about the Plan, including:
  - Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites, all documents governing the Plan. This includes insurance contracts, 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, collective bargaining agreements and the latest annual report (Form 5500 series) and the updated SPD. The Plan Administrator may make reasonable charges for the copies; and
  - 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.

- Enforce your rights: If your claim for a benefit is denied or ignored, in whole or in part, you have the 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 these rights. For instance:

- If you request a copy of the Plan Document or the latest annual report from the Plan Administrator and do not receive it 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 up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator;

- If you have a claim for benefits that is denied (or ignored), in whole or in part, you may file suit in a state or Federal court, after you complete (or if your claim is ignored, have attempted to complete) all of the claims and appeals procedures. (See the “Claims and Appeals Procedures” section); and

- 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, after you complete all of the claims and appeals procedures. (See the “Claims and Appeals Procedures” section.)

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 if, for example, it finds your claim is frivolous.

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 employee benefit plans. The people who operate the Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interests of all participants. No one, including your employer, your union (if applicable), or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.
Assistance with Your Questions

If you have any questions about the Plan, contact the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits.

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 contact:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
1-866-444-EBSA (1-866-444-3272)
www.dol.gov/ebsa

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-3272.
Glossary

In this section, you will find definitions for some of the terms used in this SPD booklet. If you need more help understanding a certain term, call the Prudential Benefits Center at 1-800-PRU-EASY (1-800-778-3279) and follow the prompts for Health and Welfare benefits.

Actively at Work

Actively at Work means that you are working at Prudential to perform the Material and Substantial Duties of Your Regular Occupation.

Adverse Benefit Determination

An Adverse Benefit Determination is any denial, reduction or termination of a benefit, or a failure to provide or make a payment. You have the right to appeal any Adverse Benefit Determination under the claims and appeals procedures described in this SPD booklet.

Affiliate or Affiliated Company

Affiliated Company means any corporation that is a member of a controlled group of corporations, which includes the Company, any trade or business that is under common control with the Company, any organization included in the same affiliated service group as the Company, and any other entity required to be aggregated with the Company pursuant to regulations promulgated under Section 414(o) of the Internal Revenue Code. Any such entity will be treated as an Affiliated Company only for the period while it is a member of the controlled group or considered to be in such common control group.

After-Tax

After-Tax basis, contributions or dollars means that a portion of your income is deducted from your pay after any applicable Federal, state and local income taxes, and Social Security taxes have been withheld and contributed by you to a plan or program or used to pay all or a portion of the Cost of coverage for certain plans or programs. Your deducted pay will still be part of your taxable income.

Agency Distribution Financial Professional

An Agency Distribution Financial Professional is a full-time life insurance salesperson as defined under Internal Revenue Code Section 3121(d)(3)(B) and the regulations prescribed there under, including an associate under any of the following contracts: Senior Life Representative, Statutory Agent Agreement, Agency Distribution Financial Professional Agreement or Career Special Agent.

Agency Distribution Financial Professional Associate

An Agency Distribution Financial Professional Associate is a common law Employee participating in a two-year developmental program within Agency Distribution.

Agency Distribution Sales Professionals

Agency Distribution Sales Professionals are Employees and full-time life insurance salespeople who are independent contractors, but who are considered employees under the Internal Revenue Code (generally referred to as Agency Distribution Financial Professionals), who are:

- Agency Distribution Financial Professionals; or
Annual Benefits Base Rate

For Agency Distribution Field Management and Non-Retail Sales Professionals Only: Each year around April 1, the amount of Eligible Earnings (the Annual Benefits Base Rate) used for calculating Basic Group Life, Accidental Death & Dismemberment, Group Universal Life, Survivor Benefits Life Insurance, Short Term Disability, Long Term Disability and Optional Long Term Disability is adjusted. If your annual benefitable earnings (as determined under The Prudential Merged Retirement Plan) would increase your insurance coverage, then the amounts of these insurance coverages will increase. Otherwise, your insurance coverage(s) will be based on the greater of the previous year’s benefitable earnings or the average of your annual benefitable earnings for the three preceding Calendar Years (or as many Calendar Years of earnings you have if less than three).

If you are not Actively at Work when your insurance coverage(s) would normally be increased or decreased because of a change in Eligible Earnings, the adjustment will be deferred until you return to active part-time or full-time work.

Annual Enrollment Period

The Annual Enrollment Period is your opportunity to review your current benefits coverages and then re-enroll or make desired changes for the next Calendar Year. Start and end dates of the Annual Enrollment Period are announced each year by the Administrative Committee.

Calendar Year

A Calendar Year begins January 1 and ends December 31.

Change in Status or Change in Status Event

A Change in Status includes the following changes in family status:

- Marriage, divorce, becoming a Domestic Partner or ceasing to be a Domestic Partner;
- Death of a Spouse, Domestic Partner or child;
- Birth, adoption or placement for adoption of a child;
- Employment or termination of employment of your Spouse or Domestic Partner;
- Changing employment status from part-time to full-time (or vice versa) for you or your Spouse/Domestic Partner;
- You or your Spouse/Domestic Partner taking an unpaid leave of absence; and
- A significant change in your health coverage that is attributable to your Spouse’s/Domestic Partner’s employment.

Claims Administrator

The Claims Administrator is the entity designated to handle the requests for payment of benefits under the various plans and programs. In some instances, this entity may also be designated to handle appeals for denied benefits. The Claims Administrator for the disability programs is the Integrated Disability Management Unit (IDMU), a division of The Prudential Insurance Company of America. The Claims Administrator for Program enrollment and eligibility claims is the Prudential Benefits Center and the Administrative Committee or its delegate is the Claims Fiduciary.
Claims Fiduciary

The Claims Fiduciary is the Fiduciary for all actions involving the payment of benefits under an ERISA Plan. The Prudential Insurance Company of America has delegated Integrated Disability Management Unit (IDMU) as the Claims Fiduciary for the Disability Program. The Administrative Committee or its delegate is the Claims Fiduciary for Program enrollment, eligibility and Non-Benefit Claims.

Company

The Company is The Prudential Insurance Company of America.

Cost

Cost of benefits or coverages refers to the charges determined by Prudential, using the best tools available, to estimate the total amount that will be expended for your benefits during the Calendar Year. If the program is self-insured (rather than provided through an actual insurance policy with a premium), the actual expenditures for the Calendar Year may be higher or lower than the determined charge, depending on the Calendar Year.

Any amount charged to a participant will be based solely on the original estimated charge, not the actual expenditures. Depending on the benefit, this Cost may be borne by the participant directly, by Prudential directly or indirectly from a plan fund, such as a Contractual Special Reserve (CSR), established with contributions from Prudential or by a combination of these sources.

Disability Earnings

The earnings you receive while you are Disabled and working, plus the earnings you could receive if you were working to your greatest extent possible. Disability Earnings do not include income from working at another occupation with another employer that began prior to your disability. Salary continuance will not be included as Disability Earnings since it is not payment for work performed. Certain sales bonuses received by Non-Retail Sales Professionals (other than Financial Advisors) during the Initial Period will be not included as Disability Earnings.

Disabled

For the Short Term Disability Program

The STD Program considers you to be Disabled when:

• You are unable to perform the Material and Substantial Duties of Your Regular Occupation, due to your sickness or injury or, if applicable, you are deemed by the Federal Aviation Administration (FAA) to be mentally or physically unfit to fly as a commercial pilot; and

• You have a 20% or more loss in Eligible Earnings due to the same sickness or injury.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

For the Long Term Disability and Optional Long Term Disability Programs

For the first 12 months of LTD benefits, you will be considered Disabled under the LTD Program if:

• You are unable to perform the Material and Substantial Duties of Your Regular Occupation due to your sickness or injury or, if applicable, you are deemed by the FAA to be mentally or physically unfit to fly as a commercial pilot; and

• You have a 20% or more loss in your Indexed monthly Eligible Earnings due to that sickness or injury.
After you receive LTD benefits for 12 months, you will be considered Disabled if due to the same sickness or injury, you are unable to perform the duties of any Gainful Occupation for which you are reasonably fitted by education, training or experience.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

**Doctor**

A Doctor is a person who is performing tasks that are within the limits of his or her medical license and:

- Is licensed to practice medicine and prescribe and administer drugs or to perform surgery;
- Has a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- Is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

The Claims Administrator will not recognize any relative including, but not limited to, you, your Spouse or a child, brother, sister or parent of you or your Spouse as a Doctor for a claim that you send.

**Eligible Earnings**

**For the Short Term Disability Program**

*For Employees other than Non-Retail Sales Professionals and Field Management:* Your Eligible Earnings for the STD Program are your current weekly salary, which is the amount you were paid for the last week you received regular compensation prior to your date of disability. Eligible Earnings do not include any bonus payments made to you.

*For Non-Retail Sales Professionals:* Your Eligible Earnings for the Initial Period will be equal to the amount you were paid for the last week you received regular compensation prior to your date of disability. Eligible Earnings for the Secondary Period are defined as your Annual Benefits Base Rate.

*For Field Management:* Your Eligible Earnings for the Initial Period and Secondary Period are defined as your Annual Benefits Base Rate.

**For the Long Term Disability Program**

*For Employees other than Non-Retail Sales Professionals and Field Management:* Your Eligible Earnings for determining LTD and OLTD coverage amounts and any required contributions are defined as your current salary.

*For Non-Retail Sales Professionals and Field Management Only:* Your Eligible Earnings for these purposes are defined as your Annual Benefits Base Rate.

*For Employees in Job Grades 06P to 01P Only:* Your Eligible Earnings for determining coverage amounts only are defined as your current salary plus the greater of your most recent Annual Incentive payment and the average of your last three Annual Incentive payments.

**Elimination Period**

The Elimination Period is a period of continuous disability that must be satisfied before you are eligible to receive benefits under the Program. For the STD Program, the Elimination Period is generally seven calendar days. (See the “Elimination Period” section for more information.)
Employee

Generally, any person who is categorized as an Employee on the books and records of the Company or any Affiliate, or is compensated as an Agency Distribution Financial Professional by the Company or any Affiliate, will be considered an Employee for the purposes of this Plan. The term Employee never includes any individual who is associated with the Company or any Affiliate as:

- An Agency Distribution Financial Professional Emeritus, Agent Emeritus, Premier Retired Representative, Retired Representative or Retired Financial Professional;
- An independent contractor (other than an Agency Distribution Financial Professional);
- A service provider compensated through an employee leasing company, temporary employment agency or other third-party agency;
- An individual who would be treated as an employee solely by reason of such individual being treated as either part of an affiliated service group or a leased employee under the Internal Revenue Code and regulations; or
- Any other individual who performs services for the Company or an Affiliate but is not treated as an Employee for Federal tax purposes at the time the individual renders services.

Refer to the Plan Documents for a complete listing of the classes of Employees who are ineligible to participate in the Program. See also the “Who Is Not Eligible” sections in this SPD booklet.

ERISA

ERISA is the Employee Retirement Income Security Act of 1974, as amended, which is the Federal statute governing private pension and welfare plans.

Fiduciary

A Fiduciary is one who exercises discretion on behalf of an ERISA plan and its participants in the management or disposition of ERISA plan assets or ERISA plan administration and/or one who renders investment advice for a fee with respect to ERISA plan assets.

Full-Time Employee

A Full-Time Employee is an Employee who is regularly (not on a temporary basis) working for Prudential at least the number of hours in Prudential’s normal full-time work week for the class of Employees to which the Employee belongs, but not less than 30 hours per week for purposes of benefits eligibility.

Full-Time Regular Work

Full-Time Regular Work is your regularly scheduled work hours.

Gainful Occupation

Gainful Occupation is an occupation, including self-employment, that is or can be expected to provide you with an income equal to at least 50% of your Indexed monthly Eligible Earnings within 12 months of your return to work. If you enrolled in the 65% Optional Long Term Disability coverage, it means an occupation, including self-employment, that is or can be expected to provide you with an income equal to at least 65% of your Indexed monthly Eligible Earnings within 12 months of your return to work.
Indexed
Indexed means your monthly Eligible Earnings as adjusted on each July 1 provided you were Disabled for all of the 12 months before that date. Your monthly Eligible Earnings will be adjusted on that date by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your Indexed monthly Eligible Earnings may increase or remain the same, but will never decrease. Indexing is only used to determine your percentage of lost earnings while you are Disabled and working.

Internal Revenue Code
The Internal Revenue Code of 1986, as amended, is the Federal statute governing taxes and certain benefits plans and programs.

International Employee
An International Employee means an Employee or retiree who is not or was not an Employee of a Participating Employer operating in the United States of America, and is or was compensated for services rendered for an Affiliate in currency other than currency of the United States of America and paid from a payroll system other than that used by a Participating Employer to pay Employees in the United States of America.

Material and Substantial Duties
Material and Substantial Duties means duties that are normally required for the performance of Your Regular Occupation and cannot be reasonably omitted or modified, except that if you are required to work on average in excess of 40 hours per week, the Claims Administrator will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.

Mental Illness
Mental Illness means a psychiatric or psychological condition regardless of cause. Mental Illness includes, but is not limited to, schizophrenia, depression, manic-depressive or bipolar illness, anxiety, somatization, substance related disorders and/or adjustment disorders or other conditions. These conditions are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar methods of treatment as standardly accepted in the practice of medicine.

Non-Benefit Claim
A Non-Benefit Claim means any claim other than a claim for benefits. Unless they are part of a claim for benefits, eligibility and enrollment claims are considered Non-Benefit Claims.

Non-Participating Affiliate
As of January 1, 2015, Non-Participating Affiliates include:
- Jennison Associates;
- Mullin TBG; and
- Foreign (non-United States) subsidiaries.

Participating Affiliate or Participating Employer
The Company and its Affiliated Companies that elect to participate in the benefits plan or program.
Part-Time Employee
A Part-Time Employee is an Employee who is regularly (not on a temporary basis) working for Prudential less than the number of hours in Prudential’s normal full-time work week for the class of Employees to which the Employee belongs and regularly scheduled to work at least the number of hours per week that is required for eligibility for the applicable plan or program, if any. (Part-Time Employees do not include part-time field force marketing assistants.)

Plan Administrator
Generally, the Plan Administrator is the entity that has overall responsibility for administration of a benefits plan or program, including interpreting the Plan Documents, establishing procedures, recordkeeping and filing all necessary reports regarding the benefits plan or program and publishing and distributing communication materials. The Plan Administrator is the Administrative Committee.

Plan Document(s)
The Plan Documents are the written documents describing all the benefits and limitations pertaining to a particular employee benefits plan or program.

Plan Sponsor
The Plan Sponsor is the employer establishing a benefits plan or program for its eligible participants and/or beneficiaries. The Prudential Insurance Company of America is the Plan Sponsor for all the plans and programs described in this SPD booklet.

Plan Trustee
The Plan Trustee is the person or entity that holds title to and administers certain of the assets of certain benefits plans or programs for the benefit of participants and beneficiaries. The Plan Trustee for each of the ERISA benefits plans and programs is listed in the “Administrative Information” section in the SPD booklets.

Plan Year
The Plan Year is the period used for all plan administration accounting and reporting. The Plan Year for each of the benefits plans or programs is the Calendar Year, beginning each January 1 and ending the following December 31.

Pre-Existing Condition
For the LTD Program, a Pre-Existing Condition is a condition for which you received medical treatment, consultation, care or services, including diagnostic measures from a Doctor, or took prescribed drugs or medicines in the three months just prior to your effective date of coverage or the date an increase in benefits would otherwise be available.

Prudential
The term Prudential refers to The Prudential Insurance Company of America and its Participating Affiliates.

Prudential Representative
A Prudential Representative is a full-time common-law Employee performing services for Agency Distribution under a Prudential Representative contract.
The Prudential Welfare Benefits Plan

The Prudential Welfare Benefits Plan is an employee benefits plan established by the Company to provide various health and welfare benefits for participants. Benefits provided under the Plan include Medical, Dental, Vision, Disability, Life Insurance, Long Term Care and Group Legal. Retiree Medical, Retiree Dental and Retiree Vision benefits were provided under the Plan through March 30, 2014.

The Prudential Retiree Welfare Benefits Plan was established by the Company effective January 1, 2014, to provide various retiree health and welfare benefits previously provided under The Prudential Welfare Benefits Plan: specifically, the Retiree Medical Savings Account effective January 1, 2014, and Retiree Medical, Retiree Dental and Retiree Vision benefits effective March 31, 2014.

Regular Care

Regular Care means:

- You personally visit a Doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- You are receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for your disabling condition(s) by a Doctor whose specialty or experience is the most appropriate for your disabling condition(s) according to generally accepted medical standards.

Retire/Retiree

Retire/Retiree are terms used to indicate that you have become eligible for benefits under the Prudential Retiree Medical Program, the Retiree Dental Program, the Retiree Life Insurance Program and the Retiree Vision Program. You may be eligible for these benefits at the time your employment with Prudential ends if you meet the terms of The Prudential Welfare Benefits Plan and/or The Prudential Retiree Welfare Benefits Plan, including if you:

- Have ten or more years of Vesting Service (as defined under the Retirement Plan, and including any additional periods of Vesting Service granted under The Prudential Welfare Benefits Plan and or The Prudential Retiree Welfare Benefits Plan, as applicable, for the purpose of eligibility); and
- Either:
  - Have attained the first day of the month coinciding with or next following your 55th birthday; or
  - Are considered a Retired Participant under the terms of The Prudential Traditional Retirement Plan (a component of the Retirement Plan).

Retirement Plan

Retirement Plan refers to The Prudential Merged Retirement Plan, which is a defined benefit pension plan. It was first adopted in 1941, and has been amended over the years. The Retirement Plan consists of The Prudential Traditional Retirement Plan Document Component One (referred to as the Traditional Pension Formula), the Prudential Securities Incorporated Cash Balance Pension Plan Document Component Two (the PSI Plan), and the Prudential Cash Balance Pension Plan Document Component Three (referred to as the Cash Balance Formula).

Social Security Retirement Age

Your Social Security Retirement Age is based on the year during which you were born and is between age 65 and age 67.
Spouse

Spouse, whether capitalized or lowercase, means the person to whom a participant is legally married (whether the same or opposite sex) under the laws of any U.S. or foreign jurisdiction having the authority to sanction marriages.

Supplemental Retirement Plan

The Supplemental Retirement Plan refers to the Prudential Supplemental Retirement Plan, which is a non-qualified plan sponsored by Prudential that provides benefits that would otherwise have been provided by The Prudential Merged Retirement Plan, except for restrictions on Eligible Earnings and benefit limits imposed on Tax-Qualified Plans by the Code.

Vesting Service

Vesting Service is determined in accordance with the Retirement Plan (and including any additional periods of Vesting Service granted under The Prudential Welfare Benefits Plan and/or The Prudential Retiree Welfare Benefits Plan, as applicable, for the purpose of eligibility).

Generally, your Vesting Service includes time worked and certain approved or authorized time away from work, including vacations, holidays, sick days and certain time away on a paid or unpaid leave of absence. You receive credit for Vesting Service beginning with your first day of employment with the Company and its Affiliates and ending on the date your employment with the Company and its Affiliates ends. (See the Retirement Plan SPD booklet for more details.)

Waiting Period

A Waiting Period is the continuous period of time that must be satisfied before you are eligible for coverage.

Welfare Plan


Workers’ Compensation

Workers’ Compensation is a long term disability insurance program sponsored by the applicable state government that provides some compensation for loss of income caused by sickness or injury incurred on the job and provides payment for eligible related medical expenses.

Your Regular Occupation

Your Regular Occupation is the occupation you are routinely performing when your disability occurs. Prudential will look at your occupation as it is normally performed, instead of how the work tasks are performed for a specific employer or at a specific location.