

The State Treasurer of New Jersey

Alternate Benefit Program

Employee Term Life Coverage
Active and Retirees



Foreword

We are pleased to present you with this Booklet. It describes the Program of benefits we have arranged for you and what you have to do to be covered for these benefits.

We believe this Program provides worthwhile protection for you and your family.

Please read this Booklet carefully. If you have any questions about the Program, we will be happy to answer them.

Insurance Enabling Act – The term “Insurance Enabling Act” means Section 18A:66-167 through 192 of Title 18 of the New Jersey Statutes Annotated.

IMPORTANT NOTICE: *This Booklet and the Certificate are important documents and should be kept in a safe place. When you become covered under the Program, you will receive a Cover Page to the Certificate. You should attach the Cover Page to this Booklet.*

Table of Contents

FOREWORD	1
SCHEDULE OF BENEFITS	3
WHO IS ELIGIBLE TO BECOME INSURED.....	5
WHEN YOU BECOME INSURED	5
EMPLOYEE TERM LIFE COVERAGE	7
WHEN YOUR INSURANCE ENDS.....	14

Schedule of Benefits

Covered Classes: The "Covered Classes" are these Employees of the Contract Holder (and State Agencies and Institutions): Full-time faculty, officers, visiting professors, and certain professional administrative staff required to possess a college degree or its equivalent. Individuals not eligible for membership include part-time or adjunct faculty; temporary employees (with the exception of visiting professors appointed for a school year, a semester, or a lesser period of time); faculty members temporarily in the U.S. under an F or J visa; employees in a career service title as defined by the New Jersey Department of Personnel; and employees in clerical and other nonprofessional positions.

Program Date: January 1, 2005. This Booklet describes the benefits under the Group Program as of the Program Date.

- This Booklet and the Certificate of Coverage together form your Group Insurance Certificate. The Coverages in this Booklet are insured under a Group Contract issued by Prudential. All benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate. It alone forms the agreement under which payment of insurance is made.
- The Contract Holder expects to continue the Group Program indefinitely. But the Contract Holder reserves the right to change or end it at any time. This would change or end the terms of the Group Program in effect at that time for active and retired Employees.

BASIC EMPLOYEE TERM LIFE COVERAGE

BENEFIT AMOUNTS:

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance*
All Employees	350% of your Base Salary. If this is not a multiple of \$1,000, it will be rounded to the next higher multiple of \$1,000.

*But if you do not wish to become insured for an amount, which exceeds \$50,000, you may limit your coverage to \$50,000 provided you do so in writing on a form satisfactory to Prudential.

The Definitions section explains what "Base Salary" means.

Amount Limit Due to Retirement: Your amount of insurance is equal to 50% of your base annual salary at the time of your retirement if (a) you are age 60 or more and completed 10 years of credited New Jersey participation in an Alternate Benefit Program and (b) you were an actively employed participant in an Alternate Benefit Program in the year immediately preceding your receipt of the initial payment under the retirement annuity covering you pursuant to an Alternate Benefit Program.

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

OTHER INFORMATION

Contract Holder: THE STATE TREASURER OF NEW JERSEY

Group Contract No.: G-14800-NJ

State Agencies and Institutions: Atlantic Cape Community College; Bergen Community College; Brookdale Community College; Burlington County College; Camden County College; County College of Morris; Cumberland County College; Essex County College; Gloucester County College; Higher Education Student Assistance Authority (HESAA); Hudson County Community College; Kean University; Mercer County Community College; Middlesex County College; Montclair State University; New Jersey City University; New Jersey Institute of Technology; New Jersey State Commission on Higher Education; Ocean County College; Passaic County Community College; Ramapo College of New Jersey; Raritan Valley Community College; Rowan University; Rutgers, The State University of New Jersey; Salem Community College; Sussex County Community College; The College of New Jersey; The Richard Stockton College of New Jersey; Thomas Edison State College; Union County College; University of Medicine and Dentistry of New Jersey; Warren County Community College; and William Paterson University of New Jersey.

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

Prudential's Address:

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

WHEN YOU HAVE A CLAIM

Each time a claim is made, please contact:

State of New Jersey
Department of the Treasury
Division of Pensions & Benefits
P.O. Box 295
Trenton, NJ 08625

609-292-7524

Who is Eligible to Become Insured

FOR EMPLOYEE INSURANCE

You are eligible for Employee Insurance while:

- You are an Employee of the Employer; and
- You are a Member of the Alternate Benefit Program; and
- You are in a Covered Class; and
- You have completed the Employment Waiting Period.

You are full-time if you are receiving 50% or more of your base salary. This may include anyone on sabbatical or paid leave of absence for a period not to exceed one year.

Your class is determined by the Contract Holder. This will be done under its rules, on dates it sets. The Contract Holder must not discriminate among persons in like situations. You cannot belong to more than one class for insurance under a Coverage. "Class" means Covered Class, Benefit Class or anything related to work, such as position or Base Salary, which affects the insurance available.

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

When You Become Insured

FOR EMPLOYEE INSURANCE

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

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

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

For Employees who are less than age 60 on the date an application is filed for participation in the Alternate Benefit Program:

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

- You wish to become insured for life insurance and have an individual life insurance contract which you obtained by converting your insurance under a Coverage of the Group Contract.
- You have not met a previous evidence requirement to become insured under any Prudential group contract covering Employees of the Employer.

For Employees who are age 60 or older on the date an application is filed for participation in the Alternate Benefit Program.

When evidence is required: You will be required to give evidence of insurability in order to participate in the Program. This requirement will be met when Prudential decides the evidence is satisfactory.

Employee Term Life Coverage

FOR YOU ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

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

B. DEATH BENEFIT DURING CONVERSION PERIOD.

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

- (1) within 31 days after you cease to be a Covered Person or within 31 days after the date your amount of Employee Term Life Insurance under this Coverage is reduced; and
- (2) while entitled (under Section C) to convert all or part of your Employee Term Life Insurance under this Coverage to an individual contract.

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

C. CONVERSION PRIVILEGE.

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

- (1) You cease to be in service or have retired, you transfer out of the Covered Classes, or your amount of insurance is reduced by reason of age, retirement, the end of your membership in a Covered Class, or an amendment to the Group Contract that changes the benefits for your class.
- (2) All term life insurance of the Group Contract for your class ends by amendment or otherwise. But, on the date it ends, you must have been insured for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

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

Availability: You must apply for the individual contract and pay the first premium by the later of:

- (1) the thirty-first day after you cease to be insured for all or part of the Employee Term Life Insurance; and

- (2) the fifteenth day after you have been given written notice of the conversion privilege. But, in no event may you convert the insurance to an individual contract if you do not apply for the contract and pay the first premium prior to the ninety-second day after you cease to be insured for all or part of the Employee Term Life Insurance.

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

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

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

If your amount of Employee Term Life Insurance under this Coverage is reduced, you may not convert more than the amount of the reduction.

Form: Any form of a life insurance contract that:

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

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

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

Effective Date: The end of the 31 day period after you cease to be insured for the Employee Term Life Insurance.

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

- (1) If Prudential determines that all or part of a claim is payable, Prudential will pay that benefit within 60 days after Prudential receives written proof of death.
- (2) If Prudential determines that all or part of a claim is not payable, Prudential will send written notice of the denial to the claimant within 45 days after Prudential receives written proof of death. The notice will state the reason the claim is being denied. But the notice will not state the reason the claim is being denied if Prudential reasonably believes that the claim constitutes probable cause for fraud.

- (3) If Prudential needs more information to determine if all or part of a claim is payable, Prudential will send written notice to the claimant within 45 days after Prudential receives written proof of death. The notice will state the reason the claim is being investigated. But the notice will not state the reason the claim is being investigated if Prudential reasonably believes that the claim constitutes probable cause for fraud. Prudential will then either pay the benefit or deny the claim within 90 days after Prudential receives the additional information.
 - (4) Any part of a payable claim that is not paid to the claimant within the above time limits is an Overdue Payment. Prudential will pay interest on an Overdue Payment beginning on the date the payment becomes overdue, and ending on the date payment is made to the claimant. The annual interest rate will be the average rate of return of the State of New Jersey Cash Management Fund for the preceding fiscal year, rounded to the nearest one-half percent.
-

General Information

BENEFICIARY RULES

The rules in this section apply to insurance payable on account of your death, when the Coverage states that they do. But these rules are modified by any burial expenses rule in the Schedule of Benefits and, if there is an assignment, by the following sections: Limits on Assignments; and Effect of Gift Assignment of Rights of Group Life Insurance Under Another Group Contract.

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

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

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

You may change your Beneficiary at any time during your lifetime without the consent of the present Beneficiary. Any change in your Beneficiary must be on a form provided by and acceptable to the Contract Holder and approved by Prudential. The Beneficiary change form must be submitted and received by the Contract Holder during your lifetime.

If you should die after submission but before receipt of your Beneficiary change form by the Contract Holder, then such change will not be effective unless:

- (1) The Beneficiary change form was executed by you and mailed to the Contract Holder in a properly addressed and stamped envelope during your lifetime; and
- (2) The Beneficiary change form is received by the Contract Holder within a reasonable time and before any benefits have been paid.

The Beneficiary change will take effect on the date the form is received by the Contract Holder. But it will not apply to any amount paid by Prudential before it receives the Beneficiary change form.

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

MODE OF SETTLEMENT RULES

The rules in this section apply to Employee Life Insurance payable on account of your death. But these rules are subject to the Limits on Assignments section.

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

Employee Life Insurance is normally paid to the Beneficiary in one sum. But a Mode of Settlement may be arranged with Prudential for all or part of the insurance, as stated below.

Arrangements for Mode of Settlement: You may arrange a Mode of Settlement by proper written request to Prudential. If, at your death, no Mode of Settlement has been arranged for an amount of your Employee Life Insurance, the Beneficiary and Prudential may then mutually agree on a Mode of Settlement for that amount.

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

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

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

INCONTESTABILITY OF LIFE INSURANCE

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

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

LIMITS ON ASSIGNMENTS

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

If an assigned amount of insurance becomes payable on account of your death and, at your death, there is no Beneficiary chosen by the assignee, it will be payable to:

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

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

EFFECT OF GIFT ASSIGNMENT OF RIGHTS OF GROUP LIFE INSURANCE UNDER ANOTHER GROUP CONTRACT

If you are eligible for insurance under the Group Contract on the Group Contract's effective date you will have no rights, benefits or privileges under any such Coverage if, on the day before that date, all the following were true:

- (1) You were insured for group life insurance under another group contract. That contract was issued by Prudential or another insurance carrier to cover Employees of the Contract Holder.
- (2) Your group life insurance under the other group contract ended.
- (3) An irrevocable and absolute gift assignment made by you was in effect. It was made before the other contract ended. That assignment was of all your rights, benefits and privileges of the group life insurance under the other group contract. Those rights were owned by the assignee or the assignee's successor.

The owner of those rights of the group life insurance under the other group contract on the day before this Group Contract's effective date will be the owner of the rights, benefits, and privileges you would have had under a Coverage if this section did not apply. This includes, but is not limited to, any right of assignment you would have had under the Limits on Assignments section above. The term "assignee" as used in that section includes such an owner.

The term "group life insurance", as used above, means only group life insurance provided under a group contract in effect on the day before the effective date of the Group Contract.

DEFINITIONS

Alternate Benefit Program means the Alternate Benefit Program established by Section 18A:66-167 through 192 of Title 18 of the New Jersey Statutes Annotated.

Base Salary: Base salary means the base salary upon which contributions by the individual and his/her employer to the Alternate Benefit Program are based during the last year of creditable service. However, in the event of death during the first year of participation in an Alternate Benefit Program as a result of an accident met in the actual performance of duty at some definite time and place, the death benefit shall be computed at the annual rate of base salary.

Calendar Year: A year starting January 1.

Coverage: A part of the Booklet consisting of:

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

Covered Person under a Coverage: An Employee who is insured for Employee Insurance under that Coverage.

Employee: All eligible Members of the Alternate Benefit Program.

Employee Insurance: Insurance on the person of an Employee.

Employer: The State of New Jersey or a political subdivision of the State, or an agency, board, commission, authority or instrumentality of the State or a subdivision.

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

Participant: A participant in the Alternate Benefit Program established by Section 18A:66-167 through 192 of Title 18 of the New Jersey Statutes Annotated.

Prudential: The Prudential Insurance Company of America.

You: An Employee of the Employer and a Participant in the Alternate Benefit Program established by Section 18A:66-167 through 192 of Title 18 of the New Jersey Statutes Annotated .

When Your Insurance Ends

EMPLOYEE INSURANCE

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

- (1) You are no longer an Employee in active service under the Retirement System. However, this will not apply if (a) you were a member of the Retirement System prior to July 1, 1971 or; (b) you became a member of the Retirement System on or after July 1, 1971 and at the time of retirement you had 10 or more years of service credit for retirement purposes or; (c) you retired due to disability.
- (2) The part of the Group Contract providing the insurance ends.
- (3) For Contributory Insurance under a Coverage of the Group Contract, you fail to pay, when due any contribution required.

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

Types of Absences and Time Limits:

- (1) For an official leave of absence without pay that is (A) due to the Employee's maternity or (B) to fulfill a residency requirement for an advanced degree, or (C) to be a full time student at an institution of higher education, the time limit is one year.
- (2) For an official leave of absence without pay due to the Employee's personal illness with satisfactory evidence presented, the time limit is two years.
- (3) For an official leave of absence without pay due to any reason other than (1) or (2) above, the time limit is 93 days.

If your employment ceases for any reason, you should contact the Employer at once to determine what arrangements, if any, have been made to continue any of your insurance.

To protect your conversion privilege it is suggested that you send your application for conversion to Prudential with at least one month's premium, at the time you file your retirement application with the Division of Pensions and Benefits.

PLAN INFORMATION and CLAIMS and APPEALS PROCEDURES

Plan Name

Employee Term Life Coverage

Type of Plan

Employee Welfare Benefit Plan

Plan Sponsor

State of New Jersey
Department of the Treasury
Division of Pension & Benefits
P.O. Box 295
Trenton, New Jersey 08625

Plan Benefits Provided by

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

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

Loss of Benefits

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

Claim Procedures

1. Determination of Benefits

Prudential shall notify you of the claim determination within 45 days of the receipt of your claim. This period may be extended by 30 days if such an extension is necessary due to matters beyond the control of the plan. A written notice of the extension, the reason for the extension and the date by which the plan expects to decide your claim, shall be furnished to you within the initial 45-day period. This period may be extended for an additional 30 days beyond the original 30-day extension if necessary due to matters beyond the control of the plan.

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

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

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

2. Appeals of Adverse Determination

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

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

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

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

- (a) the specific reason(s) for the adverse determination,
- (b) references to the specific plan provisions on which the determination was based,
- (c) a statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request,
- (d) a description of Prudential's review procedures and applicable time limits,
- (e) a statement that you have the right to obtain upon request and free of charge, a copy of internal rules or guidelines relied upon in making this determination, and
- (f) a statement describing any appeals procedures offered by the plan.

If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

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

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

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

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

