



American Foreign Service Protective Association (AFSPA)

Accidental Death and
Dismemberment Coverage



Disclosure Notice

FOR ARKANSAS RESIDENTS

Prudential's Customer Service Office:

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

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

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

FOR FLORIDA RESIDENTS

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

FOR INDIANA RESIDENTS

Questions regarding your policy or coverage should be directed to:

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

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

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

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

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

FOR MARYLAND RESIDENTS

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

FOR WISCONSIN RESIDENTS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

Prudential's Customer Service Office:

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

You can also contact the Office of the Commissioner of Insurance, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the Office of the Commissioner of Insurance by contacting:

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

THIS NOTICE IS FOR TEXAS RESIDENTS ONLY

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

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

Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para someter una queja:

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

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

Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

UNA ESTE AVISO A SU POLIZA:

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

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Certificate of Coverage

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

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

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

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

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

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

Foreword

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

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

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

IMPORTANT NOTICE: *This Booklet is an important document and should be kept in a safe place. This Booklet and the Certificate of Coverage made a part of this Booklet together form your Group Insurance Certificate.*

IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES: *There are state-specific requirements that may change the provisions under the Coverage(s) described in this Group Insurance Certificate. If you live in a state that has such requirements, those requirements will apply to your Coverage(s) and are made a part of your Group Insurance Certificate. Prudential has a website that describes these state-specific requirements. You may access the website at www.prudential.com/etonline. When you access the website, you will be asked to enter your state of residence and your Access Code. **Your Access Code is 42001.***

If you are unable to access this website, want to receive a printed copy of these requirements or have any questions, call Prudential at 1-866-439-9026.

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Schedule of Benefits

Covered Classes: All active, eligible Principal Members of AFSPA in good standing as reported to Prudential by the Contract Holder, including United States citizens and Expatriates.

Program Date: July 1, 2012. 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.

OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

BENEFIT AMOUNTS UNDER MEMBER INSURANCE:

You may enroll for one of the options below. The option for which you enroll will be recorded by the Contract Holder and reported to Prudential.

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance
All Members	Any multiple of \$10,000. Maximum Amount: \$600,000.

Increases and Decreases: You may elect to have your amount of insurance under the Coverage changed within 60 days of a Life Event. You must do this on a form approved by Prudential and agree to make any required contributions.

If you request an increase, the amount of your insurance will be increased when you meet the Active Member Requirement.

If you request a decrease, the amount of your insurance will be decreased on the date of your written request.

The "Definitions" section explains what "Life Event" means.

Amount Limit Due to Age: When you are age 70 or more, your amount of insurance is limited. It is the Limited Percent (for that Age) of the amount for which you would then be insured if there were no limitation. Each Age and the Limited Percent for that Age are shown below.

Age	Limited Percent
70 or more but less than 75	65
75 or more but less than 80	45
80 or more but less than 85	30
85 and more	15

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

BENEFIT AMOUNTS UNDER DEPENDENTS INSURANCE:

The amount of insurance on each of your Qualified Dependents is a percent of your amount of Member Insurance under the Coverage. The percent that applies on any date is shown below. It is based on the persons who are then your Qualified Dependents.

Persons who are your Qualified Dependents	Amount of insurance on each Qualified Dependent, as a percent of your Member Insurance
Your spouse or Registered Domestic Partner only	50% on your spouse or Registered Domestic Partner
Your child(ren) only	15% on each child
Your spouse or Registered Domestic Partner and child(ren)	40% on your spouse or Registered Domestic Partner; and 10% on each child

ADDITIONAL BENEFITS UNDER MEMBER AND DEPENDENTS INSURANCE:

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

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

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

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

- (1) 5% of the Amount of Insurance on the person; and
- (2) \$5,000.

Additional Amount Payable for Tuition Reimbursement for Your Dependent Spouse or Registered Domestic Partner: An amount equal to the least of:

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

This benefit is payable for only one year.

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

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

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

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

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

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

Additional Amount Payable for Home Alteration and Vehicle Modification: An amount equal to the least of:

- (1) the actual cost charged for the alteration or modification;
- (2) 10% of the Amount of Insurance on the person; and
- (3) \$10,000.

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

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

OTHER INFORMATION

Contract Holder: AMERICAN FOREIGN SERVICE PROTECTIVE ASSOCIATION (AFSPA)

Group Contract No.: G-42001-DC-2

Cost of Insurance: The insurance in this Booklet is Contributory Insurance. You will be informed of the amount of your contribution when you enroll.

Prudential's Address:

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

WHEN YOU HAVE A CLAIM

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

If you do not have a claim form, contact the Contract Holder.

Who is Eligible to Become Insured

FOR MEMBER INSURANCE

You are eligible to become insured for Member Insurance while:

- You are an active Member in good standing as reported to Prudential by the Contract Holder; and
- You are in a Covered Class.

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

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

FOR DEPENDENTS INSURANCE

You are eligible to become insured for Dependents Insurance while:

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

Qualified Dependents:

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

- Your spouse or Registered Domestic Partner.

"Registered Domestic Partner" means a person whose domestic partnership with you has been validly registered by the government of the District of Columbia. In addition, government-sanctioned same-sex relationships (other than marriage) validly established under the laws of other jurisdictions that provide substantially all of the rights and benefits of marriage are recognized as registered domestic partnerships.

Either a spouse or a Registered Domestic Partner may be a Qualified Dependent under the Program at any one time, but not both at the same time.

- Your unmarried children from live birth to 26 years old.

Your children include your legally adopted children, children placed with you for adoption prior to legal adoption, and each of your stepchildren, Registered Domestic Partner's children and foster children. A child placed with you for adoption prior to legal adoption is considered your Qualified Dependent from the date of placement for adoption, and is treated as though the child were a newborn child born to you.

Exceptions:

- (1) Your spouse, Registered Domestic Partner or child is not your Qualified Dependent while:
 - (a) on active duty in the armed forces of any country; or
 - (b) insured under the Group Contract as a Member.

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

- (1) the Member who became insured under the Group Contract with respect to the child, while the child was a Qualified Dependent of only that Member; and otherwise
- (2) the Member who has the longest continuous membership with the Association, based on the Contract Holder's records.

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

When You Become Insured

FOR MEMBER INSURANCE

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

- You have enrolled, if the Coverage is Contributory; and
- You are eligible for Member Insurance; and
- You are in a Covered Class for that 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.

For Contributory Insurance, you must enroll on a form approved by Prudential and agree to pay the required contributions. You may enroll for Contributory Insurance within 60 days of your date of hire, or within 60 days of a Life Event. The Contract Holder will tell you whether contributions are required and the amount of any contribution when you enroll.

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

The "Definitions" section explains what "Life Event" means.

FOR DEPENDENTS INSURANCE

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

- You have enrolled for Dependents Insurance under the Coverage, if the Coverage is Contributory.
- The person is your Qualified Dependent.
- You are in a Covered Class for that insurance.
- You are insured for Member Insurance under the optional accident Coverage of the Group Contract, if any.
- Dependents Insurance under that Coverage is part of the Group Contract.

For Contributory Insurance, you must enroll each Qualified Dependent for whom you wish to be covered on a form approved by Prudential and agree to pay the required contributions. The Contract Holder will tell you whether contributions are required and the amount of any contribution when you enroll.

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

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

Delay of Effective Date

FOR MEMBER INSURANCE

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

A change in an amount of insurance is not subject to this section.

Optional Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENTS

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

Loss means the person's:

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

A. BENEFITS.

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

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

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

For the purposes of the Coverage:

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

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

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

	Percent of the Person's Amount of Insurance
Loss of or by Reason of:	
Life	100
Sight of Both Eyes	100
Speech and Hearing in Both Ears	100
Both Hands	100
Both Feet	100
One Hand and One Foot	100
One Hand and Sight of One Eye	100
One Foot and Sight of One Eye	100
Quadriplegia	100
Paraplegia.....	75
Sight of One Eye.....	50
Speech	50
Hearing in Both Ears.....	50
One Hand	50
One Foot.....	50
Hemiplegia.....	50
Thumb and Index Finger of the Same Hand	25
Coma	1% per month, up to 100 months

Limit Per Accident:

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

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

B. LOSSES NOT COVERED.

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

- (1) Suicide or attempted suicide, while sane or insane.
- (2) Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.
- (3) Sickness, whether the Loss results directly or indirectly from the Sickness.
- (4) Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.
- (5) Any bacterial or viral infection. But, this does not include:
 - (a) a pyogenic infection resulting from an accidental cut or wound; or
 - (b) a bacterial infection resulting from accidental ingestion of a contaminated substance.
- (6) War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression.
- (7) Commission of or attempt to commit an assault or a felony.
- (8) Travel or flight in any vehicle used for aerial navigation, if any of these apply:
 - (a) The person is riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.
 - (b) The person is performing as a pilot or a crew member of any aircraft.This includes getting in, out, on or off any such vehicle.
- (9) Being legally intoxicated.
- (10) Voluntarily using illegal drugs, intentionally taking over the counter medication not in accordance with recommended dosage and warning instructions, or intentionally misusing prescription drugs.

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

Additional Benefits under Optional Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENTS

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

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

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

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

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

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

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

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

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

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

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

(3) **Additional Benefit for Tuition Reimbursement for Your Dependent Spouse or Registered Domestic Partner:**

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

This additional benefit is payable for the person who:

- (a) is your spouse or Registered Domestic Partner on the date of your death; and
- (b) enrolls in any professional or trades program within 12 months after the date of your death for the purposes of obtaining an independent source of support or enriching that spouse's or Registered Domestic Partner's ability to earn a living. Proof of enrollment must be given to Prudential.

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

This additional benefit for tuition reimbursement for your dependent child only applies once. It applies if either: (a) you suffer a Loss of life; or (b) your Qualified Dependent spouse or Registered Domestic Partner suffers a Loss of life. Date of death, as used below, refers to your or your spouse's or Registered Domestic Partner's date of death depending upon whose Loss of life this additional benefit is payable.

This additional benefit is payable for each dependent child less than age 23 who is:

- (a) your child who wholly depends on you for support and maintenance on the date of death; and
- (b) enrolled as a full-time student in a School on the date of death; or
- (c) in high school on the date of death and becomes a full-time student in a School within 365 days after that date.

Proof of enrollment must be given to Prudential.

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

This additional benefit for child care expenses for your dependent child only applies once. It applies if either: (a) you suffer a Loss of life; or (b) your Qualified Dependent spouse or Registered Domestic Partner suffers a Loss of life. Date of death, as used below, refers to your or your spouse's or Registered Domestic Partner's date of death depending upon whose Loss of life this additional benefit is payable.

This additional benefit is payable for each dependent child less than age 13 who:

- (a) is your child who wholly depends on you for support and maintenance on the date of death; and
- (b) is enrolled at a Child Care Center on the date of death; or
- (c) becomes enrolled at a Child Care Center within 90 days after the date of death.

Proof of enrollment must be given to Prudential.

(6) **Additional Benefit for Home Alteration and Vehicle Modification Expense:**

This additional benefit for Home Alteration and Vehicle Modification Expense only applies once. It applies if the person suffers a Loss that requires home alteration or vehicle modification.

Definitions under Optional Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENTS

Some of the terms used in the Coverage:

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

Automobile: A validly registered:

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

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

Child Care Center: A facility or individual which:

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

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

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

Home Alteration and Vehicle Modification Expenses: One-time expenses that are charged for:

- (1) alterations to your residence that are necessary to make the residence accessible and habitable to a person who has suffered a Loss; or
- (2) modifications to a motor vehicle owned or leased by a person that are needed to make such vehicle accessible to or drivable by the person.

Such alteration or modification must be made: because of the Loss; completed by individuals experienced in such alteration or modification; meet appropriate marketing standards; and be in compliance with any applicable laws or regulations of appeal by any appropriate government authority.

The term does not include charges that exceed the reasonable and customary charges for similar alterations and modifications in the locality where the charges are incurred.

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

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

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

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

General Information

BENEFICIARY RULES

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

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

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

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

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

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

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

MODE OF SETTLEMENT RULES

The rules in this section apply to Accident Insurance payable on account of a Covered Person's death. But these rules are subject to the Limits on Assignments section.

Insurance payable on account of a Covered Person's death is normally paid to the Beneficiary in one sum. Subject to applicable law, where the amount of the benefit meets Prudential's current minimum requirement, payment in one sum will be made by establishing a retained asset account in the Beneficiary's name, unless the Beneficiary elects another settlement or payment option available at the time of claim, and the benefit distribution will be deemed complete when the account is established. The retained asset account is an interest-bearing draft account backed by the financial strength of Prudential. Funds are held in Prudential's general account or elsewhere as Prudential may direct and an account in the Beneficiary's name is credited interest at a rate set by Prudential's discretion, subject to a minimum rate that will change no more than once every 90 days on advance notice to the Beneficiary. The Beneficiary is provided a draftbook and has immediate access to the entire amount by writing drafts for any amount up to the account balance. The retained asset account is not a bank account and is not insured by the Federal Deposit Insurance Corporation; it is a contractual undertaking between Prudential and the Beneficiary. Further information about the account is provided at the time of claim. Prudential may at its discretion provide other forms of payment in one sum. But another 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 a Covered Person's death, no mode of settlement has been arranged for an amount of the person's Accident 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.

LIMITS ON ASSIGNMENTS

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

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

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

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

DEFINITIONS

Active Member Requirement: A requirement that you be an active eligible Member in Good Standing as reported to Prudential by the Contract Holder.

Association: American Foreign Service Protective Association (AFSPA).

Calendar Year: A year starting January 1.

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

Coverage: A part of the Booklet consisting of:

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

Covered Person under a Coverage: A Member who is insured for Member Insurance under that Coverage; a Qualified Dependent for whom a Member is insured for Dependents Insurance, if any, under that Coverage.

Dependents Insurance: Insurance on the person of a dependent.

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

Injury: Injury to the body of a Covered Person.

Life Event: Any of the following which constitute a change in family status:

- (1) your marriage, divorce or legal separation;
- (2) becoming or ceasing to be a Registered Domestic Partner;
- (3) the death of your spouse, Registered Domestic Partner, or child;
- (4) the birth or adoption of your child;
- (5) your retirement or termination of active work.

Member: A Member of the American Foreign Service Protective Association (AFSPA).

Member Insurance: Insurance on the person of a Member.

Principal Member: A Principal Member of the American Foreign Service Protective Association (AFSPA), as defined by the Contract Holder.

Prudential: The Prudential Insurance Company of America.

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

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

You: A Member.

CLAIM RULES

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

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

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

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

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

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

INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY

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

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

When Your Insurance Ends

MEMBER AND DEPENDENTS INSURANCE

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

- Your membership in the Covered Classes for the insurance ends.
- The part of the Group Contract providing the insurance ends.
- For Contributory Insurance under a Coverage of the Group Contract, you fail to pay, when due, any contribution required. But, if Member Insurance is Contributory, failure to contribute for Dependents Insurance will not cause your Member Insurance to end.
- The insurance is Dependents Insurance under the accident Coverage and your Member Insurance under the optional accident Coverage of the Group Contract, if any, ends.

If you make a written request to the Contract Holder to end the Dependents Insurance for a Qualified Dependent under the accident Coverage, the insurance for that person will end.

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

Vermont Mandatory Civil Union Endorsement

PURPOSE

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

DEFINITIONS, TERMS, CONDITIONS AND PROVISIONS

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

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

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

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

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

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

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

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

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

**The Summary Plan Description
is not part of the
Group Insurance Certificate.
It has been provided by
AFSPA and included in
your Booklet-Certificate
upon request.**

SUMMARY PLAN DESCRIPTION

This booklet is intended to comply with the disclosure requirements of the regulations issued by the U.S. Department of Labor under the Employee Retirement Income Security Act (ERISA) of 1974. ERISA requires that you be given a "Summary Plan Description" which describes the plan and informs you of your rights under it.

Plan Name

Accidental Death and Dismemberment Coverage for All active, eligible Principal Members of AFSPA in good standing as reported to Prudential by the Contract Holder, including United States citizens and Expatriates

Plan Number

501

Type of Plan

Employee Welfare Benefit Plan

Plan Sponsor

American Foreign Service Protective Association (AFSPA)
1716 N Street NW
Washington, DC 20036-2902

Employer Identification Number

53-0200270

Plan Administrator

American Foreign Service Protective Association (AFSPA)
1716 N Street NW
Washington, DC 20036-2902

Agent for Service of Legal Process

American Foreign Service Protective Association (AFSPA)
1716 N Street NW
Washington, DC 20036-2902

Plan Year Ends

June 30

Plan Benefits Provided by

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

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

Loss of Benefits

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

Claim Procedures

1. Determination of Benefits

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

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

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

2. Appeals of Adverse Determination

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

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

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

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

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

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

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

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

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

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

Rights and Protections

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

Receive Information about Your Plan and Benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

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

