

US Airways, Inc.

Pre-Merger US Airways Pilots

Employee Term Life Coverage

Basic and Optional Plans

Dependents Term Life Coverage

Accidental Death and
Dismemberment Coverage

Basic and Voluntary Plans



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.

Disclosure Notice

NOTE:

IF YOU EXERCISE THIS OPTION, YOU SHOULD BE AWARE THAT:

- **ANY PAYMENT MADE UNDER THIS OPTION MAY BE TAXABLE.**
- **YOUR ABILITY TO RECEIVE CERTAIN GOVERNMENT BENEFITS OR ENTITLEMENTS MAY BE AFFECTED.**

YOU ARE ADVISED TO SEEK THE HELP OF A PROFESSIONAL TAX AND/OR LEGAL ADVISOR FOR ASSISTANCE WITH ANY QUESTIONS YOU MAY HAVE.

Option to Accelerate Payment of Death Benefits For a Terminally Ill or Injured Employee: Your Group Life plan includes an option to give you flexibility in how your group life insurance benefits will be paid. If you become terminally ill or injured, this option may allow you to have part of your life insurance benefits, which would otherwise be paid at your death, to be paid in advance to you while you are alive.

Eligibility: To be eligible to elect this option, you must furnish proof satisfactory to Prudential that your life expectancy is 12 months or less, including certification by a qualified doctor. Election of this option is also subject to the Rules below.

Amount of Benefit: The amount to be paid under this option is 80% of the amount of your life insurance benefits, but not more than \$500,000. You may elect to have the money in one sum or 12 equal monthly payments.

Effect of Option: If you elect this option, the amount of your life insurance benefits payable to your beneficiary on your death will be reduced by the advanced payment. Also, if you are contributing for your life insurance benefits, the amount of your contribution will be adjusted based on the amount of insurance remaining in force.

Rules: You cannot elect this option if your life insurance benefits are assigned. This option is available to you on a voluntary basis only. You are not eligible for it if: (1) you are required to use it to meet the claims of creditors, whether in bankruptcy or otherwise; or (2) you are required by a government agency to use it in order to apply for, get or keep a government benefit or entitlement. You can elect this option only once.

Termination of the Group Contract or your Life Insurance Benefits: This option is available only while your life insurance benefits are in force under the group contract or while your life insurance protection is being continued under an extension of benefits. If your life insurance benefits end for any reason, including termination of the group contract, and the insurance is not being continued under an extended benefit, this option will also terminate.

Disclosure Notice

NOTE:

IF YOU EXERCISE THIS OPTION, YOU SHOULD BE AWARE THAT:

- **ANY PAYMENT MADE UNDER THIS OPTION MAY BE TAXABLE.**
- **YOUR ABILITY TO RECEIVE CERTAIN GOVERNMENT BENEFITS OR ENTITLEMENTS MAY BE AFFECTED.**

YOU ARE ADVISED TO SEEK THE HELP OF A PROFESSIONAL TAX AND/OR LEGAL ADVISOR FOR ASSISTANCE WITH ANY QUESTIONS YOU MAY HAVE.

Option to Accelerate Payment of Death Benefits For a Terminally Ill or Injured Dependent:

Your Dependents Term Life plan includes an option to give you flexibility in how your dependent's life insurance benefits will be paid. If your dependent becomes terminally ill or injured, this option may allow you to have part of your dependent's life insurance benefits, which would otherwise be paid at your dependent's death, to be paid in advance to you while your dependent is alive.

Eligibility: To be eligible to elect this option, you must furnish proof satisfactory to Prudential that your dependent's life expectancy is 12 months or less, including certification by a qualified doctor. Election of this option is also subject to the Rules below.

Amount of Benefit: The amount to be paid under this option is 80% of the amount of your dependent's life insurance benefits, but not more than \$500,000. You may elect to have the money in one sum or 12 equal monthly payments.

Effect of Option: If you elect this option, the amount of your dependent's life insurance benefits payable to you on the death of your dependent will be reduced by the advanced payment. Also, if you are contributing for your dependent's life insurance benefits, the amount of your contribution will be adjusted based on the amount of insurance remaining in force.

Rules: You cannot elect this option if your dependent's life insurance benefits are assigned. This option is available to you on a voluntary basis only. You are not eligible for it if: (1) you are required to use it to meet the claims of creditors, whether in bankruptcy or otherwise; or (2) you are required by a government agency to use it in order to apply for, get or keep a government benefit or entitlement. You can elect this option only once.

Termination of the Group Contract or your Dependent's Life Insurance Benefits: This option is available only while your dependent's life insurance benefits are in force under the group contract or while your dependent's life insurance protection is being continued under an extension of benefits. If your dependent's life insurance benefits end for any reason, including termination of the group contract, and the insurance is not being continued under an extended benefit, this option will also terminate.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Employee: The Employee whose signature appears on the Foreword.

Certificate of Coverage

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

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

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

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

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

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

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. Sign your name in the space below when you receive this Booklet.*

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 46566.***

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.

Signature of Employee

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Schedule of Benefits

Covered Classes: The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All Active Pre-Merger US Airways Pilots.

Program Date: January 1, 2013. 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.

BASIC EMPLOYEE TERM LIFE COVERAGE

Amount For Each Benefit Class:

Benefit Class

All Employees according to Basic Annual Earnings:

Amount of Insurance

less than \$22,000	\$36,000
\$22,000 but less than \$24,000	\$39,000
\$24,000 but less than \$27,000	\$42,000
\$27,000 but less than \$30,000	\$46,500
\$30,000 but less than \$34,000	\$55,000*
\$34,000 but less than \$38,000	\$60,000*
\$38,000 but less than \$44,000	\$65,000*
\$44,000 but less than \$50,000	\$75,000*
\$50,000 but less than \$56,000	\$80,000*
\$56,000 but less than \$62,000	\$85,000*
\$62,000 but less than \$68,000	\$90,000*
\$68,000 but less than \$74,000	\$95,000*
\$74,000 but less than \$80,000	\$100,000*
\$80,000 but less than \$86,000	\$105,000*
\$86,000 but less than \$92,000	\$110,000*
\$92,000 but less than \$98,000	\$115,000*
\$98,000 but less than \$104,000	\$120,000*
\$104,000 but less than \$110,000	\$125,000*
\$110,000 but less than \$116,000	\$130,000*
\$116,000 but less than \$122,000	\$135,000*
\$122,000 but less than \$128,000	\$140,000*
\$128,000 but less than \$134,000	\$145,000*
\$134,000 or more	\$150,000*

*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 in a format satisfactory to Prudential.

Effect of Option to Accelerate Payment of Death Benefits: Your amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Condition Proceeds paid under the Option to Accelerate Payment of Death Benefits.

OPTIONAL EMPLOYEE TERM LIFE COVERAGE for Employees who have not elected to limit the Basic Employee Term Life Coverage to \$50,000

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

BENEFIT AMOUNTS:

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance
All Employees	Any increment of \$10,000. Maximum Amount: \$500,000.

Non-medical Limit on Amount of Insurance for Employees hired on or after September 1, 2008: There is a limit on the amount for which you may be insured without submitting evidence of insurability. This is called the Non-medical Limit.

If the amount of insurance for your Class at any time is more than the Non-medical Limit, you must give evidence of insurability satisfactory to Prudential before the part over the Limit can become effective.

This requirement applies: when you first become insured; when your Class changes; if you request an increase in your Amount of Insurance; or if the amount for your Class is changed by an amendment to the Group Contract. Even if you are insured for an amount over the Limit, you will still have to meet this evidence requirement before any increase in your amount of insurance can become effective. The amount of your insurance will be increased to the amount for your Class when Prudential decides the evidence is satisfactory and you meet the Active Work Requirement.

Non-medical Limit: \$300,000.

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

Increases and Decreases: You may elect to have your amount of insurance under the Coverage changed. You must do this in a format approved by Prudential and agree to make any required contributions.

If you request an increase, you must give evidence of insurability. That increase will become effective on the date Prudential decides the evidence is satisfactory and your insurance is not being delayed under the Delay of Effective Date section.

If you request a lower amount of insurance, you must make that request by the tenth day of the month in order for that lower amount to become effective the first day of the month following your request.

Any Non-medical Limit will apply to an increased amount of coverage.

Changing Plans at Annual Enrollment: You may enroll for Optional Employee Term Life Coverage or you may elect to have your amount of insurance under the Coverage changed during the Annual Enrollment Period. You must do this in a format approved by Prudential and agree to make any required contributions.

You must give evidence of insurability if: (a) you enroll more than 31 days after you first could have been covered and request an amount of insurance in excess of \$50,000; or (b) if you request an increase of more than \$50,000. Changes which are not subject to evidence will become effective on January 1st of the following year. But a new enrollment or an increase, which are subject to evidence, will be effective on the first day of the month following the date Prudential decides the evidence is satisfactory, if this date is later. The Delay of Effective Date section applies to all changes except decreases.

Any Non-medical Limit will apply to an increased amount of coverage.

The "Definitions" section explains what "Annual Enrollment Period" means.

The Optional Employee Term Life Coverage will terminate at age 65.

Effect of Option to Accelerate Payment of Death Benefits: Your amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Condition Proceeds paid under the Option to Accelerate Payment of Death Benefits.

BASIC DEPENDENTS TERM LIFE COVERAGE

The amount of insurance is the amount for your Benefit Class. Your Qualified Dependents are covered for the plan shown below. Your Benefit Class is determined by the classification of your dependents and the amount as shown in this table.

Qualified Dependents Classification	Amount of Insurance
Your Spouse or Domestic Partner	\$3,500.
Your children age 15 days or over but less than 6 months	\$1,500.
Your children age 6 months or over	\$2,000.

Effect of Option to Accelerate Payment of Death Benefits: The amount of insurance on a dependent (as determined in the absence of this provision) will be reduced by the amount of any Terminal Condition Proceeds paid under the Option to Accelerate Payment of Death Benefits with respect to the dependent.

BASIC ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

BENEFIT AMOUNTS UNDER EMPLOYEE INSURANCE:

Amount For Each Benefit Class: An amount equal to the amount for which you are insured under the Basic Employee Term Life Coverage. For this purpose only, that amount will be the amount as determined above, except that if your Basic Employee Term Life Coverage is reduced by any amount paid under the Option to Accelerate Payment of Death Benefits, that reduction will not apply to this Coverage.

ADDITIONAL BENEFITS UNDER EMPLOYEE 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 your Amount of Insurance; and
- (2) \$25,000.

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

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

Additional Amount Payable for Tuition Reimbursement for Your Dependent Spouse or 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.

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 your Amount of Insurance; and
- (3) \$5,000.

This benefit is payable annually for up to 4 consecutive years, but not beyond the date the child reaches age 25.

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 your Amount of Insurance; and
- (3) \$5,000.

This benefit is payable annually for up to 4 consecutive years, but not beyond the date the child reaches age 7.

Additional Amount Payable for Return of Remains: An amount equal to the least of:

- (1) the amount of Return of Remains Expenses;
- (2) 5% of your Amount of Insurance; and
- (3) \$5,000.

Additional Monthly Amount Payable for Your Hospital Inpatient Stay: An amount equal to 1% of your Amount of Insurance, up to \$100, for each month of a Hospital Inpatient Stay, up to the Maximum Benefit Duration for a Hospital Inpatient Stay. But, if the total number of days in that Stay is not evenly divisible by 30, the benefit amount payable for any day that represents only a part of a month will be 1/30 of the full monthly benefit amount.

No benefit is payable for the first 3 days of a Hospital Inpatient Stay.

Maximum Benefit Duration for a Hospital Inpatient Stay: 12 months.

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

- (1) Benefits for tuition reimbursement for your Spouse or Domestic Partner payable on account of your Loss of life will be paid to:
 - (a) your Spouse or Domestic Partner, if living; or
 - (b) your Spouse's or Domestic Partner's estate.
- (2) Benefits for child care expenses or tuition reimbursement for your dependent children payable on account of your Loss of life will be paid to the person or institution appearing to Prudential to have assumed the main support of the children.
- (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.)

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

BENEFIT AMOUNTS UNDER EMPLOYEE INSURANCE:

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

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance
All Employees	Any increment of \$10,000. Maximum Amount: \$300,000.

BENEFIT AMOUNTS UNDER DEPENDENTS INSURANCE:

The amount of insurance on each of your Qualified Dependents is a percent of your amount of Employee 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 Employee Insurance
Your Spouse only	75% on your Spouse
Your child(ren) only	20% on each child
Your Spouse and child(ren)	75% on your Spouse; and 10% on each child

ADDITIONAL BENEFITS UNDER EMPLOYEE AND DEPENDENTS INSURANCE:

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

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

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

Additional Amount Payable for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag: 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 Tuition Reimbursement for Your Dependent Spouse or 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.

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 25.

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 your Amount of Insurance; and
- (3) \$5,000.

This benefit is payable annually for up to 4 consecutive years, but not beyond the date the child reaches age 7.

Additional Amount Payable for Return of Remains: An amount equal to the least of:

- (1) the amount of Return of Remains Expenses;
- (2) 5% of your Amount of Insurance; and
- (3) \$5,000.

Additional Amount Payable for Loss as a Result of Felonious Assault: An amount equal to the lesser of:

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

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

- (1) Benefits for tuition reimbursement for your Spouse or Domestic Partner payable on account of your Loss of life will be paid to:
 - (a) your Spouse or Domestic Partner, if living; or
 - (b) your Spouse's or 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 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: US AIRWAYS, INC.

Group Contract No.: G-46566-PA

Associated Companies: Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

Cost of Insurance: Insurance under the Coverage(s) listed below is Non-Contributory Insurance.

Basic Employee Term Life Coverage

Basic Dependents Term Life Coverage

Basic Accidental Death and Dismemberment Coverage

Insurance under the other Coverage(s) in this Booklet is Contributory Insurance. You will be informed of the amount of your contribution when you enroll. Any contribution due but unpaid at your death will be deducted from the death benefit. You may obtain more information by contacting Benefits US at 888-860-6178.

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 by contacting Benefits US at 888-860-6178.

Who is Eligible to Become Insured

FOR EMPLOYEE INSURANCE

You are eligible to become insured for Employee Insurance while:

- You are an Employee of the Employer; and
- You are in a Covered Class; and
- You have completed the Employment Waiting Period, if any. You may need to work for the Employer for a continuous period before you become eligible for the Coverage. The period must be agreed upon by the Employer and Prudential. Your Employer will inform you of any such Employment Waiting Period for your 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.

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

The rules for obtaining Employee 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 Employee Insurance; and
- You have a Qualified Dependent.

Qualified Dependents:

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

For Dependents Term Life Coverage:

- A person who is your Spouse or Domestic Partner prior to their enrollment for Dependents Insurance.

Your Spouse means your lawful Spouse.

Your Domestic Partner is a person who:

- (1) Satisfies the requirements for being a domestic partner, registered domestic partner or party to a civil union under the law of your jurisdiction of residence; or

- (2) Is a person of the same or opposite sex who satisfies all of the following:
- (a) is age 18 or older; and
 - (b) is not related to you by blood or a degree of closeness that would prohibit marriage in the law of the jurisdiction in which you reside; and
 - (c) is mentally competent to consent to contract; and
 - (d) is not married to another person under statutory or common law nor in a domestic partnership, registered domestic partnership or civil union with another person; and
 - (e) is not otherwise a Qualified Dependent under the Program; and
 - (f) is in a single dedicated, serious and committed relationship with you; and
 - (g) has shared a single permanent residence with you for at least 6 consecutive months; and
 - (h) is financially interdependent with you.

Where requested by Prudential, you and/or your Domestic Partner certify that all of the above requirements are satisfied. Such certification shall be in a format satisfactory to Prudential.

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

- Your unmarried children 15 days to 19 years old.*

* This age limit will not apply until the end of the calendar year in which your Qualified Dependent child attains age 19.

Your children include your biological children, legally adopted children, children placed with you for adoption prior to legal adoption, and each of your stepchildren, Domestic Partner's children, and foster children who depends on you for support and maintenance. 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.

For Accident Coverage:

- A person who is your Spouse prior to their enrollment for Dependents Insurance.

Your Spouse means your lawful Spouse.

- Your unmarried children from live birth to 19 years old.**

**This age limit will not apply until the end of the calendar year in which your Qualified Dependent child attains age 19.

Your children include your biological children, legally adopted children, children placed with you for adoption prior to legal adoption, and each of your stepchildren, and foster children who depends on you for support and maintenance. 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:

For Dependents Term Life Coverage:

- (1) The age 19 limit does not apply to a child who:
 - (a) wholly depends on you for support and maintenance;
 - (b) is enrolled as a full-time student in a school; and
 - (c) is less than the Student Age Limit.

Student Age Limit: 23.***

***This age limit will not apply until the end of the calendar year in which your Qualified Dependent child attains age 23

- (2) Your Spouse or Domestic Partner is not your Qualified Dependent while on active duty in the armed forces of any country.
- (3) Your child is not your Qualified Dependent while:
 - (a) on active duty in the armed forces of any country; or
 - (b) insured under any Employee Term Life Coverage of the Group Contract; or
 - (c) the child has protection under any Employee Term Life Coverage of the Group Contract after the child's insurance under that Coverage ends.

For Accident Coverage:

- (1) The age 19 limit does not apply to a child who:
 - (a) wholly depends on you for support and maintenance;
 - (b) is enrolled as a full-time student in a school; and
 - (c) is less than the Student Age Limit.

Student Age Limit: 23.****

****This age limit will not apply until the end of the calendar year in which your Qualified Dependent child attains age 23.

- (2) Your Spouse is not your Qualified Dependent while on active duty in the armed forces of any country.
- (3) Your 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 an Employee.

The rules for obtaining Dependents 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 have enrolled, if the Coverage is Contributory; 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.

For Contributory Insurance, you must enroll in a format approved by Prudential and agree to pay the required contributions. You may enroll for Contributory Insurance within 31 days of when you could first be covered. Your Employer 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.

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

- (1) For Contributory Insurance, you enroll more than 31 days after you could first be covered.
- (2) You enroll after any of your insurance under the Group Contract ends because you did not pay a required contribution.
- (3) 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.
- (4) You have not met a previous evidence requirement to become insured under any Prudential group contract for Employees of the Employer.

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 the person 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.

- To be insured for a Qualified Dependent under the Dependents Term Life Coverage, you must be insured under the basic coverage of Employee Term Life Coverage of the Group Contract. To be insured for a Qualified Dependent under the accident Coverage, you must be insured for Employee Insurance if any, under the voluntary accident Coverage of the Group Contract.
- Your insurance for that Qualified Dependent is not being delayed under the Delay of Effective Date section below.
- Dependents Insurance under that Coverage is part of the Group Contract.

For Contributory Insurance, you must enroll your Qualified Dependents in a format approved by Prudential and agree to pay the required contributions. Your Employer 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 Employer promptly when you first acquire or lose a Qualified Dependent. You should also inform the Employer if your Dependents Insurance status changes from one to another of these categories:

- No Qualified Dependents.
- Qualified Dependent Spouse or Domestic Partner only.
- Qualified Dependent Spouse or Domestic Partner and children.
- Qualified Dependent children only.

If you are insured under a Coverage for one or more children, you need not report additional children.

Delay of Effective Date

FOR EMPLOYEE INSURANCE

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

FOR DEPENDENTS TERM LIFE COVERAGE

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

Newborn Child Exception: This section does not apply to a child of yours if the child is born to you and either:

- (1) is your first Qualified Dependent; or
- (2) becomes a Qualified Dependent while you are insured for Dependents Insurance under that Coverage for any other Qualified Dependent.

Also, this section does not apply to any age increase in the amount of insurance for a child under the Dependents Term Life Coverage.

Basic 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; and
- (2) while entitled (under Section C) to convert 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 the Employee Term Life Insurance of the Group Contract for one of the reasons stated below, you may convert all or part of your insurance under this Coverage, which then ends, to an individual life insurance contract. Evidence of insurability is not required. The reasons are:

- (1) Your employment ends or you transfer out of a Covered 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).
- (3) You voluntarily end your Employee Term Life 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 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 the Employee Term Life Insurance.

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

Amount: Not more than your Employee Term Life Insurance under this Coverage 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.

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 and the Beneficiary and Mode of Settlement Rules.

Survivor Income Payment Option under the Basic Employee Term Life Coverage

The following provision modifies the Basic Employee Term Life Coverage to provide an option to elect Survivor Income Payment to your Eligible Survivor. Any provisions of the Group Contract that affect life coverage and that are in conflict with this provision will not apply.

Survivor Income Payment Option: You are automatically enrolled for this payment option. If the terms and conditions below are met, your Eligible Survivor will have the right to elect the Survivor Income Payment option in lieu of the death benefit under the Basic Employee Term Life Coverage.

“Eligible Survivor” means:

- (1) Your spouse who at the time of your disability or death:
 - (a) Is your legally married spouse; and
 - (b) Is not legally separated or divorced from you; and
 - (c) Has been married to you at least one year, except that if the benefits become payable within one year following the marriage, benefits will be paid if it is established that you were in good health at the time of such marriage.
- (2) Your natural or legally adopted child, who at the time of your disability or death:
 - (a) Receives more than 50% of support from you; and
 - (b) Is unmarried and has never been married; and
 - (c) Is not engaged in full-time employment; and
 - (d) Is under the age of 19 years (or under the age of 23 if the child is enrolled as a full-time student in a School), except that the eligibility of a child who is mentally or physically incapacitated shall continue beyond such age 19 or 23 so long as the child remains incapacitated, dependent, unmarried, and not engaged in normal, full-time employment.

But, Eligible Survivor does not include:

- (1) Your spouse if you were married while you were considered to be disabled by your Employer. But, this (1) only applies until or unless you meet the Active Work Requirement as a pilot.
- (2) Your child if the child was conceived or legally adopted by you while you were considered to be disabled by your Employer. But, this (2) only applies until or unless you meet the Active Work Requirement as a pilot.

Conditions: The right to be paid under this option is subject to these terms:

- (1) You are not retired by the Employer at the time of your death.
- (2) You die: (a) while you are insured under the Basic Employee Term Life Coverage; or (b) within 31 days after you cease to be a Covered Person and while entitled to convert your insurance under the Coverage to an individual contract.
- (3) Your Basic Employee Term Life Insurance is not assigned.

Your Eligible Survivor must elect the Survivor Income Payment option in a form that satisfies Prudential. Such election must be made within 90 days after your death.

Payment of Survivor Income Benefits: If your Eligible Survivor elects this option, Prudential will pay the benefits under this option in monthly installments. The first Monthly Survivor Income Payment will be due on the first day of the calendar month after your date of death. The other payments are due on the same day of each later month.

Monthly Survivor Income Payment: The amount of each Monthly Survivor Income Payment on any date is a percentage of your Average Monthly Earnings. The percentage that applies is shown below. It is based on your age, your disability status and the persons who are then your Eligible Survivors.

“Average Monthly Earnings” means the average of the highest consecutive 36 months earnings during the 10 years of service preceding your retirement date. In determining the 36 consecutive months any month in which less than full normal earnings are received due to such reasons as leave of absence stoppage or disciplinary time of shall be disregarded.

Benefit Classes

Monthly Survivor Income Payment

(1) All Employees who: (a) are less than age 50 at the time of death; (b) are not considered to be disabled by the Employer at the time of death; and (c) have the following number of Eligible Survivors:

- One 25% of your final Average Monthly Earnings
- Two 30% of your final Average Monthly Earnings
- Three or more 35% of your final Average Monthly Earnings

(2) All Employees who: (a) are age 50* or more but less than age 65 at the time of death; (b) are not considered to be disabled by the Employer at the time of death; and (c) have the following number of Eligible Survivors:

- One 30% of your final Average Monthly Earnings
- Two or more 35% of your final Average Monthly Earnings

(3) All Employees who are considered to be disabled by the Employer at the time of death and have one or more Eligible Survivors. But the eligible disabled Employee may decline this benefit and continue to receive his monthly disability income pension.

50% of the monthly disability income pension to which you would have been entitled under the disability income plan of benefits offered by your Employer.

*If you are age 50 at the time of your death, an alternate calculation will be made. This calculation will assume you were retired at the time of your death with the 50% survivor's option from the Employer's sponsored defined benefits plan in effect. If this calculation produces a higher amount than the amount under item (2) above, then this higher amount will be paid instead of the amount that would be otherwise payable under item (2).

If your Eligible Survivor is your surviving spouse, and they elect to receive the Survivor Income Payment Option, no additional payment will be made to any other Eligible Survivor

Changes in Your Eligible Survivors: A change in your Eligible Survivors may occur. In that case, the Monthly Survivor Income Payment will be adjusted immediately.

Payments to your Eligible Survivor spouse will end when your spouse remarries or dies. Payments to an Eligible Survivor child will end when that child no longer meets the definition of an Eligible Survivor.

An Eligible Survivor child will continue to receive payments under the Survivor Income Payment option while the child remains eligible even though the payments to an Eligible Survivor spouse have ended because of remarriage or death.

Minimum Survivor Income Payment: In no event will the total amount of the Monthly Survivor Income Payments be less than the Minimum Survivor Income Payment. If the Monthly Survivor Income Payments have ended according to the terms and conditions described under this option and the Minimum Survivor Income Payment exceeds the total amount of the Monthly Survivor Income Payments, then Prudential will pay the excess amount in one lump sum according to the Beneficiary Rules.

"Minimum Survivor Income Payment" means the amount for which you are insured under the Basic Employee Term Life Coverage at the time of your death.

Effect on Insurance: Any Survivor Income Payments made under this option are paid in lieu of any death benefit under the Basic Employee Term Life Coverage.

Conversion Privilege: The Conversion Privilege section of the Basic Employee Term Life Coverage does not apply to this Survivor Income Payment option. Only your Basic Employee Term Life Coverage may be converted according to the terms and conditions of the Conversion Privilege section of that Coverage.

Optional 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. But, all or part of the death benefit is not payable if it is excluded under Section D.

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; and
- (2) while entitled (under Section C) to convert 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. But, all or part of the death benefit is not payable if it is excluded under Section D.

C. CONVERSION PRIVILEGE.

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

- (1) Your employment ends or you transfer out of a Covered 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).
- (3) You voluntarily end your Employee Term Life 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 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 the Employee Term Life Insurance.

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

Amount: Not more than your Employee Term Life Insurance under this Coverage 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.

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.

D. SUICIDE EXCLUSION.

If your death results from or is caused by suicide, while sane or insane:

- (1) A death benefit is not payable if you die within two years of the date you became a Covered Person. But, Prudential will refund any premiums paid for your Employee Term Life Insurance under this Coverage.
- (2) The amount of any increase in your death benefit is not payable if you die within two years of the date of the increase. But, Prudential will refund any premiums paid for that increase.

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

Option to Accelerate Payment of Death Benefits for a Terminally Ill or Injured Employee

Note:

- (1) If you elect this option, the amount of your Employee Term Life Insurance is reduced by any payment made under this option.
- (2) Any payment made under this option may be taxable. You are advised to seek the help of a professional tax advisor for assistance with any questions that you may have.

The following is added to the Employee Term Life Coverage provision:

Definitions

- Terminal Condition: A medically determinable condition that results in your becoming a Terminally Ill or Injured Employee.
- Terminally Ill or Injured Employee: An Employee whose life expectancy is 12 months or less.
- Terminal Condition Proceeds: The amount of Employee Term Life Insurance that you may elect to place under this option. The Terminal Condition Proceeds are equal to 80% of the amount in force on your life on the date Prudential receives the proof that you are a Terminally Ill or Injured Employee, but not more than a total combined amount of Basic and Optional Employee Term Life Coverage of \$500,000. However, the Terminal Condition Proceeds will be reduced if, within 12 months after the date Prudential receives such proof, a reduction on account of age would have applied to the amount of your Employee Term Life Insurance. In that case, the amount of the Terminal Condition Proceeds will not exceed the amount of such Insurance after applying the reduction.

Option: If you become a Terminally Ill or Injured Employee while insured under the Employee Term Life Insurance provision or while your death benefit protection is being extended under the Employee Term Life Coverage provision, you may elect to have the Terminal Condition Proceeds placed under this option. That election is subject to the rules set forth below. To exercise this option, you should use a claim form and follow the instructions on the form. If you do not have a claim form, contact your Employer. When payment is made under this option, Prudential will send you a benefit payment notice. The notice will indicate: (1) the amount of your Terminal Condition Proceeds; and (2) the amount of your Employee Term Life Insurance, if any, that remains in effect.

Payment of Terminal Condition Proceeds: If you elect this option, Prudential will pay the Terminal Condition Proceeds you place under this option in one sum when it receives proof that you are a Terminally Ill or Injured Employee.

If you do not want the Terminal Condition Proceeds in one sum, you may elect to have them paid in 12 equal monthly installments. The first monthly payment will be due when Prudential receives proof that you are a Terminally Ill or Injured Employee. The other payments are due on the same day of each later month.

To Whom Payable: The benefits under this provision are payable to you.

Amount Due But Unpaid at Your Death: If you elect monthly installments and you die before all payments have been made, Prudential will pay your Beneficiary or Beneficiaries determined under the Beneficiary Rules in one sum. That sum will be the total of the payments that remain.

Rules: Your right to be paid under this option is subject to these terms:

- (1) You must choose this option in writing in a form that satisfies Prudential.
- (2) You must furnish proof that satisfies Prudential that your life expectancy is 12 months or less, including certification by a Doctor.
- (3) Your Employee Term Life Insurance must not be assigned.
- (4) Terminal Condition Proceeds will be made available to you on a voluntary basis only. Therefore:
 - (a) If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit.
 - (b) If you are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement, you are not eligible for this benefit.
- (5) You may elect this option only once.

Effect on Insurance: This benefit is in lieu of the benefits that would have been paid on your death with respect to the Terminal Condition Proceeds. When you elect this option, the total amount of Employee Term Life Insurance otherwise payable on your death, including any amount under an extended death benefit, will be reduced by the Terminal Condition Proceeds. Also, any amount you could otherwise have converted to an individual contract will be reduced by the Terminal Condition Proceeds.

Right to Elect Term Life Coverage under the Portability Plan

This right applies to the Optional Employee Term Life Coverage under the Group Contract.

It describes when and how you may become covered for similar coverage under the Portability Plan when your Optional Employee Term Life Coverage under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN

A right under this section is subject to the rest of these provisions.

You will have the right to apply for term life coverage under the Portability Plan if you meet all of these tests:

- (1) Your Optional Employee Term Life Coverage ends for any reason other than the end of the Coverage for all Employees when such Coverage is replaced by group life insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) You meet the Active Work Requirement on the day your insurance ends.
- (3) You are less than age 80.
- (4) Your Amount of Insurance is at least \$20,000 under the Optional Employee Term Life Coverage on the day your insurance ends.

PORTABILITY APPLICATION PERIOD

You have the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required to become insured under the Portability Plan. But, if you submit evidence and Prudential decides the evidence is satisfactory, you will pay lower premium rates.

The Portability Application Period is the 31 day period after your Optional Employee Term Life Coverage ends. But, if you have the right to convert your insurance under the Optional Employee Term Life Coverage to an individual contract, it is the longer of:

- (1) the 31 day period after your Coverage ends; and
- (2) the number of days during which you have the right to convert your insurance under the Coverage to an individual life insurance contract as shown in the Coverage.

EFFECT OF CONVERSION PRIVILEGE

The right to elect coverage under the Portability Plan is provided in lieu of the conversion privilege described in the Optional Employee Term Life Coverage, except as follows:

- (1) You may convert your amount of insurance under the Optional Employee Term Life Coverage in excess of the maximum for term life coverage under the Portability Plan. This maximum is the lesser of 5 times your annual Earnings and \$1,000,000. But, in no event will the maximum amount be more than the amount for which you are enrolled under the Optional Employee Term Life Coverage.
- (2) You may convert your insurance if you elected coverage under the Portability Plan, but Prudential decided that your evidence of insurability was not satisfactory.

If you elect to convert all of your insurance under the Optional Employee Term Life Coverage to an individual contract, you may not elect to apply for coverage under the Portability Plan.

If, during the Portability Application Period, you apply for coverage under the Portability Plan and then elect to convert all of your insurance under the Optional Employee Term Life Coverage to an individual contract, your coverage under the Portability Plan will not become effective.

The right to elect coverage under the Portability Plan does not affect your coverage under the Death Benefit During Conversion Period provision of the Optional Employee Term Life Coverage.

TERMS AND CONDITIONS OF THE PORTABILITY PLAN

The form, amount, first premium, and effective date will be as stated below.

Form and Amount: The form of term life coverage that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as the Optional Employee Term Life Coverage under the Group Contract.

Amount: Not more than your amount of insurance under the Optional Employee Term Life Coverage when your insurance ends, but not less than \$20,000.

The maximum amount of term life insurance under the Portability Plan is the lesser of 5 times your annual Earnings and \$1,000,000.

First Premium: The first premium is due to Prudential within 31 days of the date the first bill is issued.

Effective Date: The day after the Portability Application Period ends.

Basic Dependents Term Life Coverage

FOR YOUR DEPENDENTS ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

If a dependent dies while a Covered Person, the amount of insurance on that dependent under this Coverage is payable when Prudential receives written proof of death.

B. DEATH BENEFIT DURING A CONVERSION PERIOD.

A death benefit is payable under this Section B if a dependent dies:

- (1) within 31 days after ceasing to be a Covered Person; and
- (2) while entitled (under Section C) to a conversion of the insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Dependents Term Life Coverage which could have been converted. It is payable even if conversion was not applied for. It is payable when Prudential receives written proof of death.

C. CONVERSION PRIVILEGE.

This privilege applies if you cease to be insured for the Dependents Term Life Coverage of the Group Contract with respect to a dependent. That dependent may have your insurance on the dependent under this Coverage, which then ends, converted to an individual life insurance contract. Evidence of insurability is not required. However, conversion is not available if the insurance ends for this reason:

- (1) All Dependents Term Life Coverage of the Group Contract for your class ends by amendment or otherwise. This (1) does not apply if, on the date it ends, you have been insured with respect to the dependent 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: The individual contract must be applied for and the first premium must be paid by the later of:

- (1) the thirty-first day after you cease to be insured for Dependents Term Life Coverage with respect to the dependent; 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 Dependents Term Life Coverage with respect to the dependent.

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

Amount: Not more than the amount of Dependents Term Life Coverage on the dependent ending under this Coverage. But, if it ends because all the Dependents Term Life Coverage of the Group Contract for your class ends, the total amount of individual insurance which may be obtained in place of all the Dependents Term Life Coverage on the dependent then ending under the Group Contract will not exceed the lesser of the following:

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

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 the dependent's class of risk and age at the time.

Effective Date: The end of the 31 day period after you cease to be insured for Dependents Term Life Coverage with respect to the dependent.

Any death benefit provided under a section of this Coverage is payable to you. If you are not living at the death of a dependent*, the death benefit is payable to the dependent's estate or, at Prudential's option, to any one or more of these surviving relatives of the dependent: wife; husband; mother; father; children; brothers; sisters.

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

Option to Accelerate Payment of Death Benefits for a Terminally Ill or Injured Dependent

FOR YOUR DEPENDENT SPOUSE OR DOMESTIC PARTNER

Note:

- (1) If you elect this option, the amount of your Dependents Term Life Insurance is reduced by any payment made under this option.
- (2) Any payment made under this option may be taxable. You are advised to seek the help of a professional tax advisor for assistance with any questions that you may have.

The following is added to the Dependents Term Life Coverage provision.

Definitions

- Terminal Condition: A medically determinable condition that results in your dependent becoming a Terminally Ill or Injured Dependent.
- Terminally Ill or Injured Dependent: A dependent whose life expectancy is 12 months or less.
- Terminal Condition Proceeds: The amount of Dependents Term Life Insurance that you may elect to place under this option. You may elect any amount up to 80% of the amount in force on your dependent's life on the date Prudential receives the proof that such dependent is a Terminally Ill or Injured Dependent, but not more than \$500,000. However, the Terminal Condition Proceeds will be reduced if, within 12 months after the date Prudential receives such proof, a reduction on account of age would have applied to the amount of your Dependents Term Life Insurance for that dependent. In that case, the amount of the Terminal Condition Proceeds will not exceed the amount of such Insurance after applying the reduction.

Option: If your dependent becomes a Terminally Ill or Injured Dependent while you are insured for that dependent under the Dependents Term Life Insurance provision or while the dependent's death benefit protection is being extended under the Dependents Term Life Insurance provision, you may elect to have the Terminal Condition Proceeds placed under this option. That election is subject to the rules set forth below. To exercise this option, you should use a claim form and follow the instructions on the form. If you do not have a claim form, contact your Employer. When payment is made under this option, Prudential will send you a benefit payment notice. The notice will indicate: (1) the amount of your Terminal Condition Proceeds; and (2) the amount of your Dependent Term Life Insurance, if any, that remains in effect.

Payment of Terminal Condition Proceeds: If you elect this option, Prudential will pay the Terminal Condition Proceeds you place under this option in one sum when it receives proof that your dependent is a Terminally Ill or Injured Dependent.

If you do not want the Terminal Condition Proceeds in one sum, you may elect to have them paid in 12 equal monthly installments. The first monthly payment will be due when Prudential receives proof that your dependent is a Terminally Ill or Injured Dependent. The other payments are due on the same day of each later month.

To Whom Payable: The benefits under this provision are payable to you.

Amount Due But Unpaid at Your Dependent's Death: If you elect monthly installments and your Terminally Ill or Injured Dependent dies before all payments have been made, Prudential will pay you in one sum. That sum will be the total of the payments that remain.

Amount Due But Unpaid at Your Death: If you elect monthly installments and you die before all payments have been made, Prudential will pay in one sum an amount equal to the total of the payments that remain. Payment will be made to your Spouse or Domestic Partner if living, otherwise to your estate.

Rules: Your right to be paid under this option is subject to these terms:

- (1) You must choose this option in writing in a form that satisfies Prudential.
- (2) You must furnish proof that satisfies Prudential that your dependent's life expectancy is 12 months or less, including certification by a Doctor.
- (3) Your Dependents Term Life Insurance must not be assigned.
- (4) Terminal Condition Proceeds will be made available to you on a voluntary basis only. Therefore:
 - (a) If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit.
 - (b) If you are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement, you are not eligible for this benefit.
- (5) You may elect this option only once.

Effect on Insurance: This benefit is in lieu of the benefits that would have been paid on your dependent's death with respect to the Terminal Condition Proceeds. When you elect this option, the total amount of Dependents Term Life Insurance otherwise payable on your dependent's death, including any amount under an extended death benefit, will be reduced by the Terminal Condition Proceeds. Also, any amount your dependent could otherwise have converted to an individual contract will be reduced by the Terminal Condition Proceeds.

Basic Accidental Death and Dismemberment Coverage

FOR YOU ONLY

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

Loss means your:

- (1) loss of life.
- (2) Loss of Sight.
- (3) total and permanent loss of speech.
- (4) total and permanent loss of hearing.
- (5) loss of Hand or Foot.
- (6) loss of Thumb and Index Finger of the Same Hand.
- (7) loss due to Quadriplegia, Triplegia, Paraplegia or Hemiplegia.
- (8) Loss of Use of a hand or foot.
- (9) loss due to Coma.

A. BENEFITS.

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

- (1) You sustain an accidental bodily Injury while a Covered Person.
- (2) The Loss results directly from that Injury and from no other cause.
- (3) You suffer the Loss within 365 days after the accident. But, if the Loss is:
 - (a) A Loss of life, there is no time limit.
 - (b) Due to Coma, that Loss:
 - (i) begins within 365 days after the accident;
 - (ii) continues for 12 consecutive months; and
 - (iii) is total, continuous and permanent at the end of that 12 month period.

Any benefit for a Loss due to Coma will not begin until the end of the 12 month period in (ii) 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 you have suffered a Loss of life if your body has not been found within one year of disappearance, stranding, sinking or wrecking of any vehicle in which you were 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 Your 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
Triplegia	75
Paraplegia.....	75
Sight of One Eye.....	50
Speech	50
Hearing in Both Ears.....	50
One Hand	50
One Foot.....	50
Hemiplegia.....	50
Hearing in One Ear	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.

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) Taking part in any insurrection.
- (7) War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression. Terrorism is not considered an act of war.

Terrorism means the deliberate use of violence or the threat of violence resulting in civilian injuries to create an emotional response through the suffering of victims or to achieve military, political, religious or social objectives.
- (8) Commission of or attempt to commit an assault or a felony.
- (9) Travel or flight in any vehicle used for aerial navigation if any of these apply:
 - (a) You are riding as a passenger in any aircraft which is not certified and is being operated by a pilot who does not have a Certificate of Competency for the aircraft being flown or the aircraft is being used for firefighting, exploration, pipe or powerline work or aerial photography; or
 - (b) You are performing as a pilot or a crew member of any aircraft and do not have a Certificate of Competency for the aircraft being flown or the aircraft is being used for firefighting, exploration, powerline work or aerial photography.

This includes getting in, out, on or off any such vehicle.
- (10) Being legally intoxicated or under the influence of any narcotic unless administered or consumed on the advice of a Doctor.

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

Additional Benefits under Basic Accidental Death and Dismemberment Coverage

FOR YOU ONLY

A. ADDITIONAL BENEFITS

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

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

This additional benefit for your Loss of life only applies if this test is met.

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

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

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

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

This additional benefit for your Loss of life only applies if this test is met.

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

- (a) you are a driver or passenger in an Automobile;
- (b) you are wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer;
- (c) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s);
- (d) the Automobile is equipped with a factory-installed Air Bag; and

(e) a properly functioning Air Bag was deployed for the seat that you occupied.

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

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

This additional benefit for tuition reimbursement for your dependent Spouse or 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 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 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 if you suffer a Loss of life.

This additional benefit is payable for each dependent child less than age 25 who is:

- (a) your child who wholly depends on you for support and maintenance on the date of your death; and
- (b) enrolled as a full-time student in a School on the date of your death; or
- (c) in the 12th grade on the date of your 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 if you suffer a Loss of life.

This additional benefit is payable for each dependent child less than age 7 who:

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

Proof of enrollment must be given to Prudential.

(6) **Additional Benefit for Return of Remains:**

This additional benefit for return of remains only applies if you suffer a Loss of life and such Loss occurs outside a 150 mile radius of your home. It is payable for Return of Remains Expenses incurred to return your body home to the United States or Canada.

B. ADDITIONAL MONTHLY BENEFIT FOR A HOSPITAL INPATIENT STAY.

An additional benefit for a Hospital Inpatient Stay is payable only if all of these tests are met:

- (1) You sustain an accidental bodily Injury while a Covered Person under the Coverage.
- (2) Treatment for any such Injury requires a Hospital Inpatient Stay of more than 14 consecutive days.
- (3) The Hospital Inpatient Stay begins within 365 days of the accident.
- (4) The provisions of the Losses Not Covered section of the Coverage apply to the cause of the Injury as if it were a Loss.

Additional Monthly Benefit Amount Payable for a Hospital Inpatient Stay: The additional amount payable is shown in the Schedule of Benefits.

Maximum Benefit Duration: The additional benefit time limit is shown in the Schedule of Benefits.

Voluntary 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) Loss of Sight.
- (3) total and permanent loss of speech.
- (4) total and permanent loss of hearing.
- (5) loss of Hand or Foot.
- (6) loss of Thumb and Index Finger of the Same Hand.
- (7) loss due to Quadriplegia, Triplegia Paraplegia or Hemiplegia.
- (8) Loss of Use of a hand or foot.
- (9) 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:
 - (a) A Loss of life, there is no time limit.
 - (b) Due to Coma, that Loss:
 - (i) begins within 365 days after the accident;
 - (ii) continues for 12 consecutive months; and
 - (iii) is total, continuous and permanent at the end of that 12 month period.

Any benefit for a Loss due to Coma will not begin until the end of the 12 month period in (ii) 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
Triplesia	75
Paraplegia.....	75
Sight of One Eye.....	50
Speech	50
Hearing in Both Ears.....	50
One Hand	50
One Foot.....	50
Hemiplegia.....	50
Hearing in One Ear.....	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.

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) Taking part in any insurrection.
- (7) War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression. Terrorism is not considered an act of war.

Terrorism means the deliberate use of violence or the threat of violence resulting in civilian injuries to create an emotional response through the suffering of victims or to achieve military, political, religious or social objectives.

- (8) Commission of or attempt to commit an assault or a felony.
- (9) 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 which is not certified and is being operated by a pilot who does not have a Certificate of Competency for the aircraft being flown or the aircraft is being used for firefighting, exploration, pipe or powerline work or aerial photography; or
 - (b) The person is performing as a pilot or a crew member of any aircraft and does not have a Certificate of Competency for the aircraft being flown or the aircraft is being used for firefighting, exploration, powerline work or aerial photography.

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

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

Additional Benefits under Voluntary 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 Domestic Partner:**

This additional benefit for tuition reimbursement for your dependent Spouse or 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 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 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 suffers a Loss of life. Date of death, as used below, refers to your or your Spouse'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 25 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 the 12th grade 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 suffers a Loss of life. Date of death, as used below, refers to your or your Spouse'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 7 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 Return of Remains:

This additional benefit for return of remains only applies if the person suffers a Loss of life and such Loss occurs outside a 150 mile radius of the person's home. It is payable for Return of Remains Expenses incurred to return the person's body home to the United States or Canada.

(7) Additional Benefit for Loss as a Result of Felonious Assault:

This additional benefit only applies if you suffer a Loss that is the result of a Felonious Assault which occurs:

- (a) because of your employment; and
 - (b) while you are Working for Your Employer or on an Authorized Business Trip.
-

Definitions under 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.

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

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

Child Care Center: A facility or individual which:

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

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

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

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

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

Hospital: An institution that meets either of these tests:

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

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

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

Hospital Inpatient Stay: A Hospital stay for which a room and board charge is made by the Hospital. All of the person's Hospital Inpatient Stays for treatment of bodily Injury sustained in one accident will be considered one Stay unless separated by 90 days.

Loss of Hand or Foot: The total and permanent loss of function.

Loss of Sight: Legally blind.

Loss of Thumb and Index Finger of the Same Hand: The total and permanent loss of function.

Loss of Use: The total and permanent loss of function.

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

Physical Attack: Any willful or unlawful use of force or violence upon you with the intent to cause bodily Injury to you. The Physical Attack must be considered a felony or misdemeanor in the jurisdiction in which it occurs.

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

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

Return of Remains Expenses: Expenses for: (1) embalming; (2) cremation; (3) a coffin; and (4) transportation of the remains.

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.

Triplegia: The total and permanent paralysis of three limbs.

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

Right to Elect Accidental Death and Dismemberment Coverage under the Portability Plan

This right applies to the Employee Voluntary Accidental Death and Dismemberment Coverage under the Group Contract.

It describes when and how you may become covered for similar coverage under the Portability Plan when your Employee Voluntary Accidental Death and Dismemberment Coverage under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN

A right under this section is subject to the rest of these provisions.

You will have the right to apply for accidental death and dismemberment coverage under the Portability Plan if you meet all of these tests:

- (1) Your Employee Voluntary Accidental Death and Dismemberment Coverage ends for any reason other than the end of the Coverage for all Employees when such Coverage is replaced by group accidental death and dismemberment insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) You meet the Active Work Requirement on the day your insurance ends.
- (3) You are less than age 80.
- (4) Your Amount of Insurance is at least \$20,000 under the Employee Voluntary Accidental Death and Dismemberment Coverage on the day your insurance ends.
- (5) You apply for term life coverage under the Portability Plan.

PORTABILITY APPLICATION PERIOD

You have the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required to become insured under the Portability Plan.

The Portability Application Period is the longer of:

- (1) the 31 day period after your Employee Voluntary Accidental Death and Dismemberment Coverage ends; and
- (2) the number of days during which you have the right to apply for the term life coverage under the Portability Plan.

TERMS AND CONDITIONS OF THE PORTABILITY PLAN

The form, amount, first premium, and effective date will be as stated below.

Form and Amount: The form of accidental death and dismemberment coverage that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as the Employee Voluntary Accidental Death and Dismemberment Coverage under the Group Contract.

Amount: Not more than your amount of insurance under the Employee Voluntary Accidental Death and Dismemberment Coverage when your insurance ends, but not less than \$20,000.

The maximum amount of accidental death and dismemberment insurance under the Portability Plan is the lesser of 5 times your annual Earnings and \$1,000,000.

In no event can your amount of accidental death and dismemberment insurance under the Portability Plan exceed your amount of term life insurance under the Portability Plan.

First Premium: The first premium is due to Prudential within 31 days of the date the first bill is issued.

Effective Date: The day after the Portability Application Period ends.

Right to Elect Accidental Death and Dismemberment Coverage for Your Dependents under the Portability Plan

This right applies to the Voluntary Accidental Death and Dismemberment Coverage for your dependents under the Group Contract.

It describes when and how your Qualified Dependents may become covered for similar coverage under the Portability Plan when the Voluntary Accidental Death and Dismemberment Coverage for your dependents under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN

A right under this section is subject to the rest of these provisions.

You will have the right to apply for accident coverage under the Portability Plan for a Qualified Dependent if all of these tests are met:

- (1) The Voluntary Accidental Death and Dismemberment Coverage on the dependent ends because your Employee Voluntary Accidental Death and Dismemberment Coverage ends for any reason other than the end of the Employee Voluntary Accidental Death and Dismemberment Coverage for all Employees when such Coverage is replaced by group accidental death and dismemberment insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) You apply and become covered for accidental death and dismemberment coverage under the Portability Plan.
- (3) With respect to a dependent Spouse, that Spouse is less than age 80.
- (4) With respect to a dependent child, that child is:
 - (a) less than age 19; or
 - (b) less than age 23 and wholly dependent on you for support and maintenance.
- (5) The dependent is covered for Voluntary Accidental Death and Dismemberment Coverage on the day your Employee Voluntary Accidental Death and Dismemberment Coverage ends.
- (6) The dependent is not confined for medical care or treatment, at home or elsewhere on the day your Employee Voluntary Accidental Death and Dismemberment Coverage ends.

If you die, your Spouse will have the right to apply for Voluntary Accidental Death and Dismemberment Coverage under the Portability Plan if that Spouse:

- (1) applies and becomes covered for term life coverage under the Portability Plan; and
- (2) meets all of the tests in (3), (5) and (6) above.

If you die, your Spouse will also have the right to apply for Voluntary Accidental Death and Dismemberment Coverage under the Portability Plan for a Qualified Dependent child if:

- (1) that Spouse applies and becomes covered for Voluntary Accidental Death and Dismemberment Coverage under the Portability Plan; and
- (2) that child meets all of the tests in (4), (5) and (6) above.

If you divorce, your Spouse will have the right to apply for Voluntary Accidental Death and Dismemberment Coverage under the Portability Plan if:

- (1) that Spouse applies and becomes covered for term life coverage under the Portability Plan; and
- (2) the Voluntary Accidental Death and Dismemberment Coverage on your Spouse ends due to divorce; and
- (3) that Spouse is less than age 80; and
- (4) that Spouse is not confined for medical care or treatment, at home or elsewhere on the day the Voluntary Accidental Death and Dismemberment Coverage on that Spouse ends.

PORTABILITY APPLICATION PERIOD

You have the right to apply for Voluntary Accidental Death and Dismemberment Coverage under the Portability Plan for your dependents during the Portability Application Period. In the case of your death or divorce, your Spouse has the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required for a dependent to become insured under the Portability Plan.

The Portability Application Period is the longer of:

- (1) the 31 day period after the Voluntary Accidental Death and Dismemberment Coverage ends and
- (2) either:
 - (a) the number of days during which you have the right to apply for Voluntary Accidental Death and Dismemberment Coverage under the Portability Plan; or
 - (b) in the case of your death or divorce, the number of days during which your Spouse has the right to apply for term life coverage under the Portability Plan.

TERMS AND CONDITIONS OF THE PORTABILITY PLAN

The form, amount, first premium, and effective date will be as stated below.

Form and Amount: The form of Voluntary Accidental Death and Dismemberment Coverage for dependents that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as those under the Group Contract.

Amount: Not more than the amount of insurance on the dependent under the Voluntary Accidental Death and Dismemberment Coverage when that insurance ends, except that the maximum amount of a dependent's accident insurance under the Portability Plan cannot exceed that dependent's amount of term life insurance under the Portability Plan.

First Premium: The first premium is due to Prudential within 31 days of the date the first bill is issued.

Effective Date: The day after the Portability Application Period ends.

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 entitled to receive any insurance benefits under the Employee Term Life Insurance coverage.

You have the right to choose a Beneficiary as provided below.

For Basic Employee Term Life Insurance: Your Basic Employee Term Life Insurance is payable to your Eligible Survivor (as defined below). If you have no Eligible Survivor or your Eligible Survivor dies before you, then your Basic Employee Term Life Insurance is payable to the Beneficiary chosen by you. If you have no Beneficiary or your Beneficiary dies before you, then your Basic Employee Term Life Insurance is payable to the first of the following: Your (a) surviving spouse; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) estate. 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.

The term “Eligible Survivor” means your eligible dependents and survivors as follows:

- (1) Your spouse, who at the time of your disability or death:
 - (a) Is your legally married spouse; and
 - (b) Is not legally separated or divorced from you; and
 - (c) Has been married to you at least one year, except that if benefits become payable within one year following the marriage, benefits will be paid if it is established that you were in good health at the time of such marriage.
- (2) Your natural or legally adopted child, who at the time of your disability or death:
 - (a) Receives more than 50% of support from you; and
 - (b) Is unmarried and has never been married; and
 - (c) Is not engaged in full-time employment; and

- (d) Is under the age of 19 years (or under the age of 23 if the child is enrolled as a full-time student in a School), except that the eligibility of a child who is mentally or physically incapacitated shall continue beyond such age 19 or 23 so long as the child remains incapacitated, dependent, unmarried, and not engaged in normal, full-time employment.

(3) Other Eligibility Rules:

- (a) If you marry while on disability benefit status, your spouse will not be considered to be an Eligible Survivor until or unless you return to active service of the Employer as a pilot.
- (b) If your child was conceived or adopted while you are on disability benefit status, such child will not be considered to be an Eligible Survivor until or unless you return to active service of the Employer as a pilot.

For Optional Employee Term Life Insurance, and Basic and Voluntary Accidental Death and Dismemberment Insurance: You can choose the primary and contingent Beneficiary under the Optional Employee Term Life Insurance and Basic and Voluntary Accidental Death and Dismemberment Insurance. If there is a Beneficiary chosen by you for your Optional Employee Term Life Insurance and Basic and Voluntary Accidental Death and Dismemberment Insurance, the insurance is payable to that Beneficiary. Any amount of Optional Employee Term Life Insurance and Basic and Voluntary Accidental Death and Dismemberment Insurance for which there is no Beneficiary at your death will be payable to the first of the following: Your (a) surviving spouse; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) estate. 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. Any remaining Beneficiaries will share it equally, unless the Beneficiary form states otherwise.

MODE OF SETTLEMENT RULES

The rules in this section apply to Employee Term 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.

For Basic Employee Term Life Insurance: If the Basic Employee Term Life Insurance benefit is payable to an Eligible Survivor, then the Eligible Survivor will have the right to elect the insurance or the survivor income benefit under the Survivor Income Payment Provision of this Coverage. An Eligible Survivor child will continue to receive payments under the survivor income benefit while such child remains eligible even though survivor income benefit payments to the Eligible Survivor spouse have ended because of remarriage or death.

If the Basic Employee Term Life Insurance benefit is payable to any Beneficiary other than an Eligible Survivor, the insurance benefit 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.

For Optional Employee Term Life Insurance and Basic and Voluntary Accidental Death and Dismemberment Insurance: The Optional Employee Term Life Insurance and Basic and Voluntary Accidental Death and Dismemberment Insurance benefit 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. 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 to your Beneficiary.
- (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

Assignments are not allowed.

DEFINITIONS

Active Work Requirement: A requirement that you be actively at work on a full time basis at the Employer's place of business or at any other place that the Employer's business requires you to go. You are considered actively at work during a normal vacation if you were actively at work on your last regularly scheduled workday.

Annual Enrollment Period: There is a period each year when you may enroll for coverage or request a change for the following year. Your Employer will notify you when this Annual Enrollment Period begins and ends.

Calendar Year: A year starting January 1.

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

Coverage: A part of the Booklet consisting of:

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

Covered Person under a Coverage: An Employee who is insured for Employee Insurance under that Coverage; a Qualified Dependent for whom an Employee 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.

Earnings: This is the prior year's wage base pay which is applied annually for the first pay period in March.

Employee: A person employed by the Employer; a proprietor or partner of the Employer. The term also applies to that person for any rights after insurance ends.

Employee Insurance: Insurance on the person of an Employee.

The Employer: Collectively, all employers included under the Group Contract.

Injury: Injury to the body of a Covered Person.

Prudential: The Prudential Insurance Company of America.

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

You: An Employee.

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

When Your Insurance Ends

EMPLOYEE AND DEPENDENTS INSURANCE

Your Employee 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 because your employment ends (see below) or for any other reason.
- The part of the Group Contract providing the insurance ends.
- You reach the mandatory FAA Retirement Age.
- For Contributory Insurance under a Coverage of the Group Contract, you fail to pay, when due, any contribution required. But, if Employee Insurance is Contributory, failure to contribute for Dependents Insurance will not cause your Employee Insurance to end.
- The Insurance is Dependents Insurance under the Dependents Term Life Coverage and your Employee Insurance under the Employee Term Life Coverage ends.
- The insurance is Dependents Insurance under the accident Coverage and your Employee Insurance under the voluntary accident Coverage of the Group Contract, if any, ends.

If you make a written request to the Employer 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. (See Continued Coverage for an Incapacitated Child below.)

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

If you are a resident of Ontario, Canada and your employment status is being continued under a severance or termination agreement in accordance with any provincial employment standard law, and if any premium is paid, you will be covered to the date your employment ends.

If you stop active full-time work for any reason, you should contact the Employer at once to determine what arrangements, if any, have been made to continue any of your insurance.

Continued Coverage for an Incapacitated Child: This applies to the Dependents Insurance you have for a child. The insurance for the child will not end on the date the age limit in the definition of Qualified Dependent is reached if both of these are true:

- (1) The child is then mentally or physically incapable of earning a living. Prudential must receive proof of this within the next 31 days.
- (2) The child otherwise meets the definition of Qualified Dependent.

If these conditions are met, the age limit will not cause the child to stop being a Qualified Dependent under that Coverage. This will apply as long as the child remains so incapacitated.

Vermont Life Insurance

Mandatory Civil Union Endorsement

PURPOSE

This endorsement is part of the policy, contract, certificate and/or riders and endorsements to which it is attached and is intended to provide benefits for parties to a civil union. Vermont law requires that insurance contracts and policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must have been established in the state of Vermont according to Vermont law.

GENERAL DEFINITIONS, TERMS CONDITIONS AND PROVISIONS

The general definitions, terms, conditions or 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.

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

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.

"Dependent" means a spouse, a party to a civil union, and/or a child or children (natural, stepchild, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

"Child or covered child" means a child (natural, step-child, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

CAUTIONARY DISCLOSURE

THIS ENDORSEMENT IS ISSUED TO MEET THE REQUIREMENTS OF VERMONT LAW AS EXPLAINED IN THE "PURPOSE" PARAGRAPH OF THE ENDORSEMENT. THE FEDERAL GOVERNMENT OR ANOTHER STATE GOVERNMENT MAY NOT RECOGNIZE THE BENEFITS GRANTED UNDER THIS ENDORSEMENT. YOU ARE ADVISED TO SEEK EXPERT ADVICE TO DETERMINE YOUR RIGHTS UNDER THIS CONTRACT.

ADDITIONAL PROVISIONS FOR MINNESOTA RESIDENTS

For Minnesota residents, there are additional provisions about your right to continue or convert coverage after your insurance ends.

A. CONVERSION PRIVILEGE

The following provision replaces the conversion provisions in the Employee and Dependents Term Life Coverage sections of your booklet. But the provisions of this section A do not apply if section B applies.

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

- (1) Your employment or membership ends or you transfer out of a Covered Class.
- (2) All term life insurance of the Group Contract for your class ends by amendment or otherwise.

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

Availability: You must apply for the individual contract and pay the first premium within 31 days after you cease to be insured for the Employee and Dependents Term Life Insurance.

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

Amount: Not more than your Employee and Dependents Term Life Insurance under this Coverage when your insurance ends.

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 during which you may apply for it.

B. CONTINUED LIFE INSURANCE COVERAGE AT YOUR OPTION

The following provision is added to the When Your Insurance Ends section of your booklet. When this section B applies, section A above does not.

You have the right to continue your Employee and Dependents Insurance under the life Coverages of the Group Contract if your insurance ends: (1) because you are voluntarily or involuntarily terminated or laid off from your employment (other than for gross misconduct) or (2) because your work hours are reduced.

The Contract Holder will give a written notice of the right to elect to continue the insurance. Such notice will state the amount of the payments, if any, required for the continued insurance and the manner in which any payments must be made. The amount of the contributions required to keep the insurance in force may be different from the amount you have been contributing. But, in no event will the amount exceed 102% of the cost for other Employees in like circumstance whose employment is not ending or whose work hours have not been reduced.

If you want to continue the insurance, the election notice must be completed and returned to the Contract Holder, along with any required first payment, within 60 days of the later of: (1) the date the insurance would otherwise have ended; or (2) the date you receive the notice informing you of the right to continue. If this is done, the insurance will be continued from the date it would have ended until the first of these occurs:

- (1) The day 18 months from the date employment ended or work hours were reduced.
- (2) If you fail to make any payment required by the Contract Holder for the continued insurance, the end of the period for which you have made required payments.
- (3) The day you become covered under any other group life plan.
- (4) The part of the Group Contract providing the insurance ends.

While Employee and Dependents Insurance is continued under this part, all other terms of the Group Contract will apply, except that the For Employee Insurance part of the Delay of Effective Date section will not apply.

When continued insurance under this provision ends, you may elect to convert your coverage. See the Conversion section below.

CONVERSION AFTER CONTINUATION

At the expiration of the Continuation coverage in this section B, you may convert all or part of your insurance under this Coverage, which then ends, to an individual life insurance contract. Evidence of insurability is not required. Any such conversion is subject to the rest of this Section.

Availability: You must apply for the individual contract and pay the first premium within 31 days after the expiration of your continued coverage.

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

Amount: Not more than your Employee and Dependents Term Life Insurance under this Coverage when your continued coverage ends.

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; and
- (3) provides the same or substantially similar 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 during which you may apply for it.

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

US Airways, Inc. Group Life and Disability Plan

Plan Number

516

Type of Plan

Basic and Optional Employee Term Life, Dependents Term Life and Basic and Voluntary Accidental Death and Dismemberment Coverage under the Employee Welfare Benefit Plan

Plan Sponsor

US Airways, Inc.
Attention: Benefits Department
4000 E. Sky Harbor Blvd.
Phoenix, Arizona 85034

Employer Identification Number

53-0218143

Plan Administrator

US Airways, Inc.
Attention: Benefits Department
4000 E. Sky Harbor Blvd.
Phoenix, Arizona 85034
(888) 860-6178

Agent for Service of Legal Process

US Airways, Inc.
Attention: Benefits Department
4000 E. Sky Harbor Blvd.
Phoenix, Arizona 85034

Plan Year Ends

The financial records for this Plan are kept on a calendar year basis, ending on December 31

Plan Costs

At present, the premiums for the Plan are paid by the Employer (for all Non-contributory Insurance coverage) or the covered Employees (for all Contributory Insurance coverage)

Plan Document

This Summary Plan Description is intended to help you understand the main features of the Plan. It should not be considered a substitute for the Plan document, which governs the operation of the Plan. That document sets forth all of the details and provisions concerning the Plan and is subject to amendment; the official Plan document may consist of one or more documents designated as Plan documents by the Employer. If any questions arise that are not covered in this Summary Plan Description or if this Summary Plan Description appears to conflict with the official Plan document, the text of the official Plan document which includes the Group Insurance Contract will govern.

For certain employee groups, coverage under the Plan is maintained pursuant to a collective bargaining agreement. You can obtain a copy of your collective bargaining agreement by contacting your local management or union representative. A copy is also available for examination at the office of the Plan Administrator during normal business hours.

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/Contract Holder acts on its own behalf or as an agent of its employees. Under no circumstances will the Employer/Contract Holder be deemed the agent of The Prudential Insurance Company of America, absent a written authorization of such status executed between the Employer/Contract Holder and The Prudential Insurance Company of America. Nothing in these documents shall, of themselves, be deemed to be such written execution.

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

Loss of Benefits

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

Claim Procedures

While you can receive information on how to file a claim under this Plan by contacting Benefits US at 888.860.6178 (as described in the When You Have a Claim section on page 12 of this booklet), the actual claim procedure is as follows:

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. The procedures for filing claims and appealing claims are described on the previous pages of this Summary Plan Description. If your claim is denied, you will not be able to pursue this claim in court until you have timely requested a review of the denial in accordance with the plan's claims procedures.

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, after following the plan's claims procedures (as described on the previous pages of this Summary Plan Description), you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in 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.

