

ROCHESTER INSTITUTE OF TECHNOLOGY

Short-Term Disability

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RIT reserves the right to modify or terminate all or any portion of the employee benefits package at any time with or without notice. Such changes automatically will apply to you and your employment relationship with RIT. Participation in these plans is provided to eligible employees and does not constitute a guarantee of employment, and requires continued employment and eligibility.

Introduction

When you are absent from work because of a non-occupational (non-work related) accident, pregnancy or illness that is not covered by Workers' Compensation, Short-Term Disability (STD) benefits help protect your income.

This summary explains the Short-term Disability Plan in detail - who can be covered, when you qualify for benefits, and how much the plan pays.

Short-term disability benefits are partially funded through an insured arrangement with Prudential covering the component equal to New York State disability benefits. The supplemental pay is self-insured by RIT through its general assets.

Important Note About Passwords

Password security is critical due to the confidential, private, and financial data that is available online. The employee/participant/covered family member is responsible for maintaining security of their passwords and adhering to RIT information security policies and standards.

General Information

Who is Covered and When

All regular full-time and part-time employees are eligible for the Short-Term Disability Plan as well as Supplemental Pay as outlined below. If you are a new, regular employee coming to RIT from a New York State Disability covered employer, the Short-Term Disability Plan begins on your first day of employment, including the Supplemental Pay. Otherwise, you must be actively at work for four weeks before you will be covered under the Short-Term Disability Plan and Supplemental Pay.

After four weeks of active employment, non-regular employees, such as student workers and adjunct faculty, are covered by the statutory level of New York State Disability benefits. There is no Supplemental Pay for non-regular employees.

Who Pays For Short-Term Disability

RIT pays the entire cost of providing the Short-Term Disability Plan. Benefits are partially funded through an insured arrangement with Prudential covering the component equal to New York State disability benefits. The Supplemental Pay is self-insured by RIT through its general assets.

Absence Reporting

Employees who are unable to report to work due to an absence must notify (or have someone else notify, if unable) their immediate supervisor or the department head within a minimum of one hour of their scheduled reporting time. You do not need to give details about your medical condition, just let your supervisor know that you are unable to work.

When an employee's non-work-related illness or injury extends beyond seven (7) consecutive calendar days, the employee must apply for Short Term Disability benefits.

Prudential, RIT's insurance company for short-term and long-term disability benefits, provides FMLA and New York State Paid Family Leave (NYS PFL) absence reporting and disability management services to RIT and its Short-Term Disability

employees. Therefore, you also must call Prudential's toll-free phone number (1-877-908-4778) to report your absence and then log in to the secure website: www.prudential.com/mybenefits and click on the "Register Here" button and follow the instructions to set up your user ID and password. We recommend you first report your leave by telephone; updates to your claim may be easily reported by telephone or through Prudential's secure website.

After reporting your absence for leave or disability to your supervisor, report it to Prudential when:

- You will be absent for more than three days and are under a physician's care
- You are hospitalized for any amount of time
- You are caring for an ill or injured FMLA-qualified family member (spouse, parent, or dependent child)
- You are pregnant or are absent from work due to pregnancy complications
- You will be absent periodically due to a chronic or permanent disabling condition of your own or a qualified family member
- You are caring for a newborn child, recently adopted child, or new foster child.
- You are absent due to a lost-time, work-related injury – after first reporting it to your supervisor
- You are absent due to a qualified family member being called to active military duty

If your absence is planned in advance, you should contact Prudential 30 days before your absence begins or within 2 days of learning of the need for leave if your absence is to begin within 30 days. This may be the case, for instance, if you are undergoing elective surgery, or for a maternity disability.

You should contact Prudential as soon as possible so there is no delay in receiving short-term disability pay. If you don't call Prudential, your pay may be delayed for days you qualify for Short-Term Disability benefits. If you are unsure whether your absence should be reported to Prudential, please call and the Prudential representative will review your situation and determine what the next steps are.

Information You Will be Asked to Provide When You Call Prudential

- Employer Name
- RIT Control Number – 50757
- Employee ID
- Reason for your Absence
- First day absent
- Work Schedule
- Date of expected return to work if known, or the actual date of return, if you have already returned to work
- If your absence is related to illness or injury, name, fax, and telephone number of the treating physician
- If caring for a qualified family member, their relation to you.

Employees who fail to contact their supervisor will be considered to be on unauthorized leave. If the unauthorized leave continues for three working days, there may be disciplinary action, including termination of employment.

RIT reserves the right in all cases of absence due to illness or injury to have the individual examined by an appointed or approved physician prior to or at the time of return to active employment.

Prudential's Contact Information: 1-877-908-4778 or www.prudential.com/mybenefits

It is not necessary to be confined in a hospital to receive benefits from this plan, but you must be under a doctor's care. The doctor must provide documentation to Prudential, the insurance company, as requested throughout your disability. Prudential will make a determination on your claim, as described in the Procedures for Disability Claims and Appeals.

Employee Responsibilities

While on disability leave, you are required to communicate to your manager all updates to your leave status including any leave extension dates and expected return to work dates. In addition, you are responsible for making sure your physician completes and returns all required documentation on a timely basis to Prudential and you should maintain communication with Prudential.

New York State Disability benefits are only provided for total disability leave which means an employee may not perform any RIT-related work, including responding to emails during the disability leave.

How You Will Be Paid

RIT will pay the disability benefit directly to you on your regular pay date and in the same delivery manner such as direct deposit or payroll check. RIT will continue your pay for up to two weeks from your first day of absence to allow your doctor time to provide the required medical documentation to Prudential. If medical documentation supporting the leave isn't received and approved by Prudential within two weeks, RIT will stop your pay. If your disability benefits are stopped and documentation to support your disability is received and approved by Prudential at a later date, your disability benefits will be reinstated retroactive to the date they were suspended.

Maximum Benefit Period and Job Protection

The duration for STD benefits will not be any greater than a total of 26 weeks in a rolling 52 week period, measured from the Disability Date. RIT holds the position for an employee on an approved short-term disability for 26 weeks. If the employee is not able to return to work within 26 weeks of cumulative lost time in any rolling 52-week period, the department may begin recruitment efforts to fill the position.

Benefits Continuation During Disability

Your other benefits coverage (e.g., medical, dental) continues during periods of short-term disability provided you pay your required employee contributions. The usual payroll contributions for benefits will be taken from your short-term disability benefits to the extent there is sufficient pay to cover them. Otherwise, RIT will either deduct the missed deductions when you return to work or have our third party billing administrator bill you.

Short-Term Disability Due to Birth of a Child

The standard duration of short-term disability following the birth of a child is 6 to 8 weeks, depending on the type of birth and whether there are any complications, as determined by Prudential under New York State Disability Law. In addition, employees may be eligible for New York State Paid Family Leave (NYS PFL). Regular employees may be eligible to supplement NYS PFL with RIT's New Parent Leave. Refer to the details on the New York State Paid Family Leave page of the HR website (www.rit.edu/HumanResources/PFL).

When Coverage Ends

Your Short-Term Disability coverage ends on your last day worked*. However, if you become disabled within four (4) weeks of your last day worked and Prudential approves the disability, benefits would be paid at the statutory New York State Disability level only, as described in the next section, "STD Benefits." There would be no supplemental payment.

** Special Note for 9-month faculty:*

- *Statutory New York State Disability coverage will end 4 weeks after June 30, provided that the faculty member works until the end of the contract period, and the contract is not being renewed for the following academic year. There would be no supplemental payment.*
- *Coverage for a faculty member on a 9-month contract will continue during the summer between the two academic years, provided that the contract is being renewed for the following academic year*

STD Pay Information

Defined Terms

100% Supplemental Pay Period – the 7 weeks following the initial one week Waiting Period

80% Supplemental Pay Period – up to remaining 18 weeks

Disability - A disability is considered to be any non-work-related illness or injury, or pregnancy resulting in an absence greater than seven (7) consecutive calendar days, for which a physician has certified that you are unable to work due to this illness, injury, or pregnancy.

Disability Date – first date of disability (actual date the employee is certified as disabled including non-scheduled work days); this is the first day of the Waiting Period.

Disability Clock – Disability Date through the duration of the disability to a maximum of 26 weeks.

Pay - Pay means base annual pay just prior to the beginning of the disability divided by 52. If an employee is on Short Term Disability when merit increases or market adjustments occur, the increase will take effect on the pay increase date.

Statutory Disability Benefit – New York State disability benefits, which is 50% of your Pay to a maximum of \$170 per week.

Supplemental Pay – amount in excess of the Statutory Disability Benefit. A person may not always be eligible for Supplemental Pay; specific instances when Supplemental Pay is not payable are outlined in this summary. If an employee who is scheduled to work less than 12 months a year becomes disabled when they are not scheduled to work, and the Disability Date is greater than 28 days from last day worked, the entire benefit paid would be considered Supplemental Pay.

Waiting Period – first seven calendar days beginning on the Disability Date. To be paid during the Waiting Period, a nonexempt employee uses Sick/Personal Leave and/or Grandfather Sick Bank, if available; if there is not enough Sick/Personal Leave, the employee can use vacation time, with supervisor approval. If an employee does not have Sick/Personal Leave, Grandfather Sick Bank, or vacation time, the Waiting Period will be without pay. An exempt employee is eligible for Salary Continuation during the Waiting Period.

After the required Waiting Period, if the insurance company approves STD, eligible employees would be eligible for up to 26 weeks of cumulative STD. The pay during the STD period depends on the employee's work schedule; the different schedule and pay scenarios are described below.

12 Month Employee & Less Than 12 Months Per Fiscal Year Employee Who is Paid Over 12 Months Per Fiscal Year

If the insurance company approves STD, regular employees will receive 100% of base pay for up to eight (8) weeks. If you remain disabled, you will then receive 80% of your base pay for up to an additional 18 weeks. STD will continue until the insurance company determines that you are no longer disabled, up to a maximum of 26 weeks.

Less Than 12 Months Per Fiscal Year Employee Who is Paid Only During Scheduled Work Time

If the insurance company approves STD, you are eligible for disability benefits. The STD pay while disabled depends on when the disability begins in relationship to your work schedule:

1. Disability Date occurs when you are scheduled to work and continues into unscheduled work time
2. Disability Date occurs during unscheduled work time but within 28 days of last scheduled work day
3. Disability Date occurs during unscheduled work time and greater than 28 days after last scheduled work day

Disability Date Occurs When Employee is Scheduled to Work & Continues Into Unscheduled Work Time

If your disability begins when you are scheduled to work, you would be eligible to use Sick/Personal Leave during the waiting period. You would then be eligible to receive the Supplemental Pay (100% of base pay for up to eight (8) weeks and then 80% of base pay for up to 18 weeks), provided you are scheduled to work. If you continue to be approved for STD into the period when you are not scheduled to work, the Supplemental Pay would end; you would receive only the Statutory Disability Benefit, currently up to \$170 per week, as long as you remain disabled, during the remainder of time you are not scheduled to work. Effective the first day you are scheduled to return to work, you would be eligible for the Supplemental Pay; the amount of the Supplemental Pay is based on whether you are in the 100% Supplemental Pay Period or 80% Supplemental Pay Period.

Disability Date Begins Within 28 Days of Last Day Worked

Employee receives Statutory Disability Benefits during unscheduled work times and Statutory Disability Benefits plus Supplemental Pay during scheduled work times. Refer to the following examples to understand when Supplemental Pay is payable.

<p><u>Disability Begins During Unscheduled Work Time and Continues Into Scheduled Work Time</u> <u>Last Day Worked</u> – 5/31/17 <u>Disability Date</u> – 6/10/17 <u>Scheduled Report Back to Work Date</u> – 9/1/17</p> <ul style="list-style-type: none">• Waiting Period: 6/10/17 – 6/16/17 – which is unpaid since employee is not scheduled to work.• 100% Supplemental Pay period – 6/17/17 – 8/11/17 – employee only receives statutory disability benefits since they are not scheduled to work.• 80% Supplemental Pay period – 8/12/17 – 12/15/17<ul style="list-style-type: none">○ 8/12/17-8/31/17 – employee paid statutory benefits.○ 9/1/17-12/15/17 – employee paid at 80%• LTD, if approved, begins 12/9/17 – 180 days from the disability date. (STD paid 12/9/17 – 12/15/17 is offset from the first LTD payment.)	<p><u>Disability Begins During Unscheduled Work Time and Continues Into Scheduled and Unscheduled Work Time</u> <u>Last Day Worked</u> – 5/31/17 <u>Disability Date</u> – 6/10/17 <u>Scheduled Report Back to Work Date</u> – 7/1/17-7/31/17 <u>Not Scheduled to Work</u> – 6/1/17 – 6/30/17 and 8/1/17 – 8/31/17 <u>Scheduled Report Back to Work Date</u> – 9/1/17</p> <ul style="list-style-type: none">• Waiting Period: 6/10/17-6/16/17 – which is unpaid since employee is not scheduled to work.• 100% Supplemental Pay period – 6/17/17 – 6/30/17 – employee only receives statutory disability benefits since they are not scheduled to work.• 100% Supplemental Pay period – 7/1/17 – 7/31/17 – employee receives 100% pay since they are scheduled to work during this period.• 100% Supplemental Pay period – 8/1/17-8/11/17 employee receives statutory disability benefits since they are not scheduled to work.• 80% Supplemental Pay period – 8/12/17-8/31/17 – employee receives statutory disability benefits since they are not scheduled to work.• 80% Supplemental Pay period – 9/1/17-12/15/17 employee receives 80% pay since they are scheduled to work during this period.• LTD, if approved, begins 12/9/17 – 180 days from the disability date. (STD paid 12/9/17- 12/15/17 is offset from the first LTD payment.)
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Disability Date is Greater than 28 Days From Last Day Worked

Employee does not receive the Statutory Disability Benefit or Supplemental Pay during unscheduled work times. Employee receives the Statutory Disability Benefit and Supplemental Pay only during scheduled work times. Refer to the following examples to understand when the Statutory Disability Benefit and Supplemental Pay are payable.

<p><u>Disability Begins During Unscheduled Work Time and Continues Into Scheduled Work Time</u> <u>Last Day Worked</u> – 5/31/2017 <u>Disability Date</u> – 7/3/2017 <u>Scheduled Report Back to Work Date</u> – 9/1/17</p> <ul style="list-style-type: none">• Waiting Period – 7/3/2017 – 7/9/2017 which is unpaid since the employee is not scheduled to work.• 100% Supplemental Pay period – 7/10/2017 – 8/31/2017 is unpaid as employee is not scheduled to work• 100% Supplemental Pay period – 9/1/17 – 9/3/17 – employee receives 100% of pay since they are scheduled to work during this period.• 80% Supplemental Pay period – 9/4/17 – 1/7/18 – employee paid at 80%• LTD, if approved, begins 12/29/17 – 180 days from the disability date. (STD paid 12/29/17-1/7/18 is offset from the first LTD payment.	<p><u>Disability Begins During Unscheduled Work Time and Continues Into Scheduled and Unscheduled Work Time</u> <u>Last Day Worked</u> – 5/31/2017 <u>Disability Date</u> – 6/30/2017 <u>Scheduled Report Back to Work Date</u> – 7/1/17 – 7/31/17 <u>Not Scheduled to Work</u> – 6/1/17 – 6/30/17 and 8/1/17 – 8/31/17 <u>Scheduled Report Back to Work Date</u> – 9/1/17</p> <ul style="list-style-type: none">• Waiting Period – 6/30/2017-7/6/2017<ul style="list-style-type: none">○ 6/30/17 is unpaid since employee not scheduled to work○ 7/1/17-7/6/2017 employee is unpaid even though they are scheduled to work during this period due to RIT practice that new sick/vacation time is not available for an employee to use if their disability crosses over into a new FY until they physically return to work. If the employee has carried over vacation, they may use the carry over vacation for all or part of the waiting period.• 100% Supplemental Pay period – 7/7/17-7/31/17 – employee receives 100% pay since they are scheduled to work during this period.• 100% Supplemental Pay period – 8/1/17 – 8/31/17 – is unpaid since employee is not scheduled to work during this period.• 80% Supplemental Pay period – 9/1/17 – 1/4/18 – employee is paid at 80%• LTD, if approved, begins 12/27/17 – 180 days from the disability date. (STD paid 12/27/17-1/4/18 is offset from the first LTD payment.
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Additional Information Regarding STD

Partial Disability

Under New York State law, in order to be eligible for short-term disability (STD) benefits, an employee must be medically classified as totally disabled. Therefore, Prudential will only approve an employee's initial STD claim if the employee is totally disabled; if the employee is not totally disabled, there will be no STD benefits payable.

After a period of approved total disability, an employee may recover enough such that the employee is able to return to work, but not at the regular work schedule. For example, a full-time employee may be able to return to work on a part-time basis. Since the person is no longer totally disabled, this can no longer be considered short-term disability under New York State law. Therefore, RIT has a self-insured partial disability benefit; under this benefit, an employee can return to work from an established total disability on a reduced work schedule so they can progress back to the regular schedule.

In order to be eligible for this partial benefit, the employee must have an existing total disability claim approved by Prudential. The employee can then apply for partial disability:

1. The employee's doctor must provide medical documentation to Prudential to support a partial return to work that outlines the work schedule, restrictions and duration (the duration of partial disability benefits cannot exceed a maximum of four weeks);
2. Prudential contacts RIT Human Resources with the details;
3. RIT Human Resources provides the details to the employee's manager/supervisor so he/she can determine if the partial disability can be accommodated and then notifies RIT Human Resources of the decision;
 - a. If the department can accommodate the partial disability, Prudential will review the medical documentation to determine if it can be approved;
 - b. If the department cannot accommodate the partial disability, RIT directs the employee to complete a Request for Accommodations Form to submit to RIT's Compliance Manager for review.
4. If Prudential approves the partial disability, the employee receives pay for the time worked and short-term disability pay for the time not worked.

If the partial disability is within the first eight (8) weeks and is, therefore, in the 100% Supplemental Pay Period, the employee will receive regular pay for the time worked and 100% pay for the time not worked. For example, if an employee is normally paid \$100 per day and is working half-time on a partial disability, the pay would be as follows:

Pay for time worked	\$ 50
100% partial disability	<u>\$ 50</u>
Total	\$100

If the partial disability is after the first eight (8) weeks and is, therefore, in the 80% Supplemental Pay Period, the employee will receive regular pay for the time worked and 80% pay for the time not worked. For example, if an employee is normally paid \$100 per day and is working half-time on a partial disability, the pay would be as follows:

Pay for time worked	\$50
80% partial disability	<u>\$40</u>
Total	\$90

If You Become Disabled Again

If you were receiving STD benefits, recover from your illness/injury, and return to work your regular schedule, then become disabled again within 3 months of returning to work, due to the same or a related cause, your benefits may begin again without any Waiting Period. If, on the other hand, you become disabled due to a different cause, your benefits would begin after the Waiting Period.

In all cases, the duration for STD benefits will not be any greater than a total of 26 weeks in a rolling 52 week period, measured from the Disability Date.

New York State Short Term Disability (STD) and Paid Family Leave (NYS PFL) Maximum Leave Duration

Employees may qualify for and use both Short Term Disability (STD) and New York State Paid Family Leave (NYS PFL) in the same calendar year. These two leaves can be taken in sequence, but not concurrently. The combined maximum duration of STD and NYS PFL time employees can take in a rolling 52-week period is 26 weeks. This maximum includes time taken for both leave types.

Holiday Pay During Disability

If an employee is on STD on a University-designated holiday or early release closure date, the pay will be considered disability pay and not holiday pay/early release closure pay. The unused holiday time and early release closure time is not available in the future.

Earning Vacation During Disability

Vacation credit is earned during short-term disability periods. When a disability crosses over into a new fiscal year, the employee may not use the new fiscal year's vacation accrual until he/she physically returns to work.

Sick/Personal Leave and Salary Continuation During Disability

When a disability crosses over into a new fiscal year, the employee may not use the new fiscal year's Sick/Personal Leave or Salary Continuation until he/she physically returns to work.

Use of Vacation When Short-Term Disability is Being Appealed

If an employee's short-term disability (STD) claim is denied and the employee is unable to return to work while filing an appeal with the insurance company, the employee may request approval from the supervisor to use the current fiscal year's remaining vacation time during the appeal period.

If the insurance company approves the appeal and STD is restored retroactively, any of the employee's vacation time used during the appeal would be restored.

Supplemental Pay When New York State Workers' Compensation Board Approves Denied STD Claim

If the insurance company denied an STD claim but the New York State Workers' Compensation Board approves the claim, only the Statutory Disability Benefit will be paid; there will be no Supplemental Pay.

Supplemental Pay When Employment Ends

If an employee is on STD when a planned retirement or termination date occurs, Supplemental Pay will end on the retirement/termination date. The Statutory Disability Benefit will continue if the employee remains disabled.

Disability Begins After Termination of Employment from RIT

If you are approved for STD within 4 weeks of your termination of employment, after an unpaid Waiting Period, the amount of your benefit would be the Statutory Disability Benefit. A former employee is not eligible for Supplemental Pay.

Procedures for Disability Claims and Appeals

How to File a Claim

If you wish to file a claim for benefits, you should follow the claim procedures described in this section. Prudential must receive your statement either telephonically or by submitting the information via the Web. Prudential will reach out directly to your physician's office to secure the required medical information to review your claim.

Claims Procedures

Prudential will provide you notice of the decision on your claim no later than 45 days after the claim is filed. This time period may be extended twice by 30 days if it is determined that such an extension is necessary due to matters beyond the control of the Plan and notify you of the circumstances requiring the extension of time and the date by which we expect to render a decision. If such an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days from receipt of the notice within which to provide the specified information. If you deliver the requested information within the time specified, any 30 day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Prudential may decide your claim without that information.

If your claim for benefits is wholly or partially denied, any notice of adverse benefit determination under the Plan will

- a) state the specific reason(s) for determination;
- b) reference specific Plan provision(s) on which the determination is based;
- c) describe additional material or information necessary to complete the claim and why such information is necessary;
- d) describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to sue in federal court; and
- e) disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request).

Notice of the determination may be provided in written and/or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Appeal Procedures

You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. A decision on review will be made not later than 45 days following receipt of the written request for review. If Prudential determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). Prudential will notify you in writing if an additional 45 day extension is needed. If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days from receipt of the notice to provide the specified information. If you deliver the requested information within the time specified, the 45 day extension of the appeal period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Prudential may decide your appeal without that information. You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination

will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be conducted by Prudential and will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, Prudential will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, Prudential will provide you with the names of each such expert, regardless of whether the advice was relied upon. A notice that your request on appeal is denied will contain the following information:

- a) the specific reason(s) for the appeal determination;
- b) a reference to the specific Plan provision(s) on which the determination is based;
- c) a statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);
- d) a statement describing your right to bring a civil suit under federal law;
- e) a statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and
- f) a statement that "You or your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

Notice of the determination may be provided in written and/or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.