INTRODUCTION

Mayo Clinic sponsors the Mayo Clinic Plan Long Term Disability Plan for Residents, Fellows and Research Appointees (“Plan”), which is a component of the Mayo Clinic Health & Welfare Benefits Plan. This document in conjunction with the General Information Booklet for the Mayo Clinic Health & Welfare Benefits Plan (the “General Information Booklet”) serves as the Summary Plan Description (“SPD”) for the Plan.

Effective January 1, 2019, this document sets forth a summary of Plan benefits. The Plan provides long term disability coverage for the following persons: Mayo School of Graduate Medical Education Appointees, Mayo School of Health Sciences Residents and Fellows, Georgia Regents University (GRU) Medical College of Georgia Residents at Mayo Clinic Health System in Waycross, and Research Appointees.

The long term disability insurance is contributory insurance, which means that you pay for this insurance if you want it. Other than entering into a group contract with The Prudential Insurance Company of America (“Prudential”), Mayo is not involved in the administration of this Plan. If you enroll in the LTD plan, you are also automatically enrolled in the Basic Life plan. Please see that Summary Plan Description for more detail on that plan.

The document consists of two parts, in addition to this introduction. The first part is a Group Insurance Certificate prepared by Prudential (the insurer of the plan). It summarizes the long term disability coverage and benefits. The second part is an administrative section that includes information about how to file a claim for benefits under the Plan.

The benefits offered under the Plan are governed by the official plan document for the Mayo Clinic Health & Welfare Benefits Plan, which incorporates by reference the Plan’s insurance policy issued to Mayo Clinic by Prudential. The terms of the official plan document and insurance policy, not the SPD, are used to administer this Plan. This Plan is administered by, and all claims are decided by, Prudential in its sole discretion, not by Mayo Clinic or any participating employer. In the case of a conflict between the SPD and the official plan document/insurance policy, the official plan document/insurance policy will control.

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 45205.
Prudential is the Claims Administrator for the Plan. Prudential processes and decides claims and answers claim questions under the Plan.

For enrollment or general eligibility questions, please contact Mayo Clinic’s HR Connect Service Center at (507) 266-0440 or (888) 266-0440.

### Questions about Claims

| The Prudential Insurance Company of America |
| Disability Management Services           |
| P.O. Box 13480                           |
| Philadelphia, PA 19176                    |
| (844) 656-MAYO (6296)                    |

### General Questions about Enrollment/Eligibility

| HR Connect |
| 200 First Street SW |
| Rochester, MN 55905 |
| 507-266-0440 (local) |
| 888-266-0440 (toll free) |

M – F, 5 a.m. to 6 p.m., Saturday/Sunday 5 a.m. to 9 a.m. CT (excluding holidays)

HR Connect has access to translation services to meet the needs of many non-English speaking persons.

El presente Resumen del Plan de Descripción, que también sirve como documento del plan, está redactado en inglés y ofrece detalles sobre sus derechos y beneficios. Si tiene alguna dificultad para entender cualquier parte de este documento, por favor comuníquese con el Centro para Servicios al Empleado a los números que constan abajo.
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PART 1: PRUDENTIAL GROUP INSURANCE
CERTIFICATE
Mayo Clinic School of Graduate Medical Education Appointees

Mayo Clinic School of Health Sciences Residents and Fellows

Research Appointees

Long Term Disability Coverage

G-45205
DISCLOSURE NOTICES

FOR ARKANSAS RESIDENTS
Prudential’s Customer Service Office:

The Prudential Insurance Company of America Disability Management Services Claim Division
P.O. Box 13480
Philadelphia, Pennsylvania 19176
1-800-842-1718

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 ARIZONA RESIDENTS
Notice: This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read this certificate carefully.

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) 842-1718

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you 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/doi.
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 OKLAHOMA RESIDENTS

Notice: Certificates issued for delivery in Oklahoma are governed by the certificate and Oklahoma laws not the state where the master policy was issued.

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 Disability Management Services
Claim Division
P.O. Box 13480 Philadelphia, PA 19176 1-800-842-1718

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.texas.gov
Email: consumerprotection@tdi.texas.gov

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.texas.gov
Email: consumerprotection@tdi.texas.gov

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.
SCHEDULE OF BENEFITS

LONG TERM DISABILITY COVERAGE

This long term disability plan provides financial protection for you by paying a portion of your income while you have a long period of disability. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you work while you are disabled. Benefits start after the elimination period.

Program Date: July 15, 2015.

- The coverages in this booklet have been written to be understandable to you. If you should have any questions about the content or provisions, please consult Prudential’s claims paying office. Prudential will assist you in any way to help you understand your benefits.
- The benefits described in the Certificate of Coverage are subject in every way to the entire Group Contract which includes the Group Insurance Certificate.
- The Group Contract referred to in this booklet, or a copy of it, may be reviewed by you during regular business hours either at the office of the Contract Holder or at the Prudential Insurance Company of America’s office in Livingston, New Jersey.

Contract Holder: MAYO

CLINIC Group Contract No.: G-

45205 Covered Classes

All Mayo School of Graduate Medical Education Appointees, Mayo School of Health Sciences Residents and Fellows, and Research Appointees.

Elimination Period: 3 months.

Benefits begin the day after the Elimination Period is completed. Monthly Benefit:

180% of one twelfth of your Annual Stipend, but not more than the Maximum Monthly Benefit.

Your benefit may be reduced by deductible sources of income. Some disabilities may not be covered or may be limited under this coverage.

Maximum Monthly Benefit: $4,583.33.

Maximum Period of Benefits: To age 65.

No contributions are required for your coverage while you are receiving payments under this plan.
COST OF COVERAGE

The long term disability plan is provided to you on a contributory basis. You will be informed of the amount of your contribution when you enroll. In addition, when you enroll for any one of Basic Participant Term Life Coverage, Optional Dependents Term Life Coverage or Participant Long Term Disability Coverage under the Group Contract; you are automatically enrolled for all of those Coverages that apply. You will only be enrolled in the Optional Dependents Term Life Coverage if you have dependents.

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 45200.

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.
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
CERTIFICATE OF COVERAGE

This is your Certificate of Coverage as long as you are eligible for coverage and you meet the requirements for becoming insured. You will want to read this certificate and keep it in a safe place.

Prudential has written this certificate in booklet format to be understandable to you. If you should have any questions about the content or provisions, please consult Prudential’s claims paying office. Prudential will assist you in any way to help you understand your benefits.

The benefits described in this Certificate of Coverage are subject in every way to the entire Group Contract which includes this Group Insurance Certificate.

The Group Contract referred to in this Certificate, or a copy of it, may be reviewed by you during regular business hours either at the office of the Contract Holder or at Prudential’s office in Livingston, New Jersey.

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

Guarantee Association Notices
GENERAL PROVISIONS

What Is the Certificate?

The certificate tells you:

- the coverage to which you may be entitled;
- to whom Prudential will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

General Definitions used throughout this certificate include:

You means a person who is eligible for Prudential coverage.

We, us, and our means The Prudential Insurance Company of America.

Participant means a Mayo School of Graduate Medical Education Appointee; Mayo School of Health Sciences Resident and Fellows; or Research Appointees.

Active Training Requirement means a requirement that you be currently enrolled in a Mayo Program and actively engaged in that program at the Mayo Clinic School of Graduate Medical Education, Mayo Clinic School of Health Sciences or any other location that the Mayo Program requires you to go or as a Research Appointee. You are considered actively engaged in a Mayo Program during normal holidays or vacations if you were actively engaged in a Mayo Program on the last day prior to that holiday or vacation, and are scheduled to be actively engaged in the Mayo Program once the holiday or vacation ends. Mayo Program is a training program for the Mayo Clinic School of Graduate Medical Education and Mayo Clinic School of Health Sciences.

Contract Holder means the Mayo Clinic.

Insured means any person covered under a coverage.

Plan means a line of coverage under the Group Contract.

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are in a covered class, the date you are eligible for coverage is the plan’s program date. Covered class means your class as determined by the Contract Holder. This will be done under the Contract Holder’s rules, on dates the Contract Holder 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 plan. “Class” means covered class, benefit class or anything related to work, such as position or earnings, which affects the insurance available.

WHEN DOES YOUR COVERAGE BEGIN?

When you and the Contract Holder share the cost of your coverage under a plan, you will be covered at 12:01 a.m. on the latest of:

- the date you are eligible for coverage, if you enroll for it on or before that date;
- the date you enroll for coverage, if you enroll for it within 31 days after the date you are eligible for coverage;
- the date Prudential approves your application, if evidence of insurability is required; or
- the date you meet the active training requirement. If you are not meet the active training requirement on the date your coverage would normally begin, it will begin on the date you meet the active training requirement.

You may not enroll in the last quarter of your appointment or during a leave of absence.
The Contract Holder may not waive an evidence of insurability requirement for any reason.

**Evidence of insurability** means a statement of your medical history which Prudential will use to determine if you are approved for coverage.

**When Is Evidence Of Insurability Required?**

In any of these situations, you must give evidence of insurability, provided at your expense. This requirement will be met when Prudential decides the evidence is satisfactory.

- When you pay the cost of your coverage under a plan, you enroll for coverage more than 31 days after the date you are eligible for it.
- You re-enroll for coverage after you voluntarily cancelled it.
- You enroll after any coverage ends because you did not pay a required contribution.
- You have not met a previous evidence requirement to become covered under any plan the Employer has with Prudential.

An evidence of insurability form can be obtained from your Employer.

**When Will Changes to Your Coverage Take Effect?**

Once your coverage begins, any increased or additional coverage will take effect on the latest of:

1. the effective date of the change, if you are:
   - in active training; or
   - on leave of absence.
2. the date Prudential approves your application, if evidence of insurability is required; or
3. the date you return to active training, if you are not in active training due to injury or sickness.

Any decrease in coverage will take effect immediately upon the effective date of the change. Neither an increase nor a decrease in coverage will affect a **payable claim** that occurs prior to the increase or decrease.

**Payable claim** means a claim for which Prudential is liable under the terms of the Group Contract.

**Once Your Coverage Begins, What Happens If You Are Temporarily Not In Active Training?**

If you are on an approved **leave of absence**, and if premium is paid, you will be covered for 6 months from the date in which your leave of absence begins. But, with respect to leave of absence under the federal Family and Medical Leave Act of 1993 (FMLA) or similar state law, if it is your employer’s policy to allow a longer period of continued coverage for FMLA leaves, this policy will be used to determine the period of continued coverage for your FMLA leave. Continuation of such coverage pursuant to this provision is contingent upon Prudential’s timely receipt of premium payments and written confirmation of your FMLA leave by your Employer.

If you are working reduced hours, for reasons other than disability, and if premium is paid, you will be covered to the end of the month following the month in which your reduced hours begin.

**Leave of absence** means you are temporarily absent from active training requirement for a period of time that has been agreed to in advance in writing by your Employer, other than for reasons in connection with any severance or termination agreement. Your normal vacation time or any period of disability is not considered a leave of absence.
WHEN DOES COVERAGE END?

Your coverage under the Group Contract or a plan ends on the earliest of:

- the date the Group Contract or a plan is canceled;
- the date you are no longer a member of the covered classes;
- the date your covered class is no longer covered;
- the last day of the period for which you made any required contributions;
- two months after the last day of your appointment or your graduation;
- the last day you no longer meet the active training requirement except as provided under the Once Your Coverage Begins, What Happens If You Are Temporarily Not Working Or If You Are Working Reduced Hours? section; or
- the date you are no longer meet the active training requirement due to a disability that is not covered under the plan. The disabilities that are not covered are shown in the What Disabilities Are Not Covered Under Your Plan? section of the Long Term Disability Coverage Benefit Information pages.

Does the Coverage under a Plan Replace or Affect any Workers’ Compensation or State Disability Insurance?

The coverage under a plan does not replace or affect the requirements for coverage by workers’ compensation or state disability insurance.

Does This Certificate Address Any Rights to Other Benefits or Affect Your Employment with Your Employer?

This certificate sets forth only the terms and conditions for coverage and receipt of benefits for Long Term Disability. It does not address and does not confer any rights, or take away any rights, if any, to other benefits or employment with your Employer. Your rights, if any, to other benefits or employment are solely determined by your Employer. Prudential plays no role in determining, interpreting, or applying any such rights that may or may not exist.

How Can Statements Made in Your Application for this Coverage be Used?

Prudential considers any statements you or your Employer make in a signed application for coverage a representation and not a warranty. If any of the statements you or your Employer make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

If a statement is used in a contest, a copy of that statement will be furnished to you or, in the event of your death or incapacity, to your eligible survivor or personal representative.

A statement will not be contested after the amount of insurance has been in force, before the contest, for at least two years during your lifetime.

We will use only statements made in a signed application as a basis for doing this. If the Employer gives us information about you that is incorrect, we will:

- use the facts to decide whether you have coverage under the plan and in what amounts; and
- make a fair adjustment of the premium.
LONG TERM DISABILITY COVERAGE

BENEFIT INFORMATION

How Is Disability Defined?

You are disabled when Prudential determines that:

- you are unable to perform the material and substantial duties of your own occupation
- with, but not limited to, the contract holder's program, and do not engage in any work or
- study program for which your wages, profits or stipend are approximately the same as prior
- to your disability,
- you are under the regular care of a doctor; and
- you are not working at any job.

After 60 months of payments, you are disabled when Prudential determines that due to the same sickness or injury:

- you are unable to perform the duties of any occupation for which you are reasonably fitted
- by education, training or experience; and
- you are under the regular care of a doctor.

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

Prudential will assess your ability to work and the extent to which you are able to work by considering the facts and opinions from:

- your doctors; and
- doctors, other medical practitioners or vocational experts of our choice.

When we may require you to be examined by doctors, other medical practitioners or vocational experts of our choice, Prudential will pay for these examinations. We can require examinations as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Prudential Representative. Refusal to be examined or interviewed may result in denial or termination of your claim.

Material and substantial duties means duties that:

- are normally required for the performance of your own occupation; and
- cannot be reasonably omitted or modified.

Own occupation means the occupation you are routinely performing when your disability begins. Prudential will look at your occupation as it is normally performed for your specific employer or at your specific location.

Sickness means any disorder of your body or mind, but not an injury; pregnancy including abortion, miscarriage or childbirth. Disability must begin while you are covered under the plan.

A period of disability will be considered due to sickness and not to injury if either of these are true:

1. The disability is caused wholly or partly by:
   a. bodily or mental infirmity or disease; or
   b. hernia; or
   c. any infection, other than a pyogenic infection occurring through and at the time of an accidental cut or wound.
2. Although due to accidental injury, the disability:
   
   d. starts more than 90 days after such injury occurred; and
   
   e. is not considered as part of a prior period of disability due to injury.

**Injury** means a bodily injury that:

- is the direct result of an accident;
- is not related to any cause other than the accident; and
- results in immediate disability.

Disability must begin: (a) while you are covered under the plan, and (b) within 90 days after the injury was sustained.

**Regular care** means:

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

**Doctor** means:

- a person who is performing tasks that are within the limits of his or her medical license; and
- is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- has a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Prudential will not recognize any relative including, but not limited to, you, your spouse, or a child, brother, sister, or parent of you or your spouse as a doctor for a claim that you send to us.

**Annual Stipend** means your annual stipend as determined by the Contract Holder and means the Mayo Program Stipend or such other stipend payable to you because of your attendance in such program.

If you become disabled while you are on a leave of absence, we will use your Annual Stipend in effect just prior to the date your absence begins.

**Any occupation** means an occupation, including self employment, that is or can be expected to provide you with an income within 12 months of your return to work.

**How Long Must You Be Disabled Before Your Benefits Begin?**

You must be continuously disabled through your **elimination period**. Prudential will treat your disability as continuous if your disability stops for 14 consecutive days or less during the elimination period. The days that you are not disabled will not count toward your elimination period.

Your elimination period is 3 months.

**Elimination period** means a period of continuous disability which must be satisfied before you are eligible to receive benefits from Prudential. If you become covered under a group long term disability plan that replaces this plan during your elimination period, your elimination period under this plan will not be met.
When Will You Begin to Receive Disability Payments?

You will begin to receive payments when we approve your claim, providing the elimination period has been met. We will send you a payment each month for any period for which Prudential is liable.

How Much Will Prudential Pay If You Are Disabled?

1. We will follow this process to figure out your monthly payment:
   2. Multiply one twelfth of your Annual Stipend by 180%.
   3. The maximum monthly benefit is $4,583.33.
   4. Compare the answer in item 1 with the maximum monthly benefit. The lesser of these two amounts is your gross disability payment.
   5. Subtract from your gross disability payment any deductible sources of income. That amount figured in item 4 is your monthly payment.

After the elimination period, if you are disabled for less than 1 month, we will send you 1/30th of your payment for each day of disability.

Monthly payment means your payment after any deductible sources of income have been subtracted from your gross disability payment.

Maximum monthly benefit means the maximum benefit amount for which you are insured under this plan as shown in the Benefits Highlights.

Gross disability payment means the benefit amount before Prudential subtracts deductible sources of income.

Deductible sources of income means income from deductible sources listed in the plan that you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

What Are Deductible Sources of Income?

Prudential will deduct from your gross disability payment the following deductible sources of income:

1. The gross amount that you, your spouse and children receive or are entitled to receive as loss of time disability payments because of your disability under:
   a. the United States Social Security Act;
   b. the Railroad Retirement Act;
   c. the Canada Pension Plan;
   d. the Quebec Pension Plan; or
   e. any similar plan or act.

Amounts paid to your separated or former spouse or to your children living with such spouse will not be included. Also, benefits paid to your children living in any other custodial arrangement, other than with you, will not be included.

2. The gross amount that you receive as retirement payments or the gross amount your spouse and children receive as retirement payments because you are receiving payments under:
   (a) the United States Social Security Act;
   (b) the Railroad Retirement Act;
   (c) the Canada Pension Plan;
   (d) the Quebec Pension Plan; or
   (e) any similar plan or act.
Amounts paid to your separated or former spouse or to your children living with such spouse will not be included. Also, benefits paid to your children living in any other custodial arrangement, other than with you, will not be included.

With the exception of retirement payments, Prudential will only subtract deductible sources of income which are payable as a result of the same disability.

We will not reduce your payment by your Social Security retirement payments if your disability begins after age 65 and you were already receiving Social Security retirement payments.

*Law, plan or act* means the original enactment of the law, plan or act and all amendments.

**What Are Not Deductible Sources of Income?**
Prudential will not deduct from your gross disability payment income you receive from, but not limited to, the following sources:

- 401(k) plans;
- profit sharing plans;
- thrift plans;
- tax sheltered annuities;
- stock ownership plans;
- non-qualified plans of deferred compensation;
- pension plans for partners;
- military pension and disability income plans;
- credit disability insurance;
- franchise disability income plans;
- automobile liability insurance;
- a retirement plan from another Employer;
- individual retirement accounts (IRA).

**What Happens When You Receive Certain Increases from Deductible Sources of Income?**
Once Prudential has subtracted any deductible source of income from your gross disability payment, Prudential will not further reduce your payment:

- due to a cost of living increase from that source; or
- by the amount of any increase due to a change in the United States Social Security Act, the Railroad Retirement Act, a workers’ compensation law, or any similar federal or state law or act.

**What If Prudential Determines that You May Qualify for Deductible Income Benefits?**
If we determine that you may qualify for benefits under item 1 in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payment by the estimated amount if such benefits have not been awarded.

However, we will NOT reduce your payment by the estimated amount under item 1 in the deductible sources of income section if you:

- apply for the benefits;
- appeal any denial to all administrative levels Prudential feels are necessary; and
• sign Prudential’s Reimbursement Agreement form. This form states that you promise to pay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:
• of the amount awarded; or
• that benefits have been denied and all appeals Prudential feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you.

What Happens If You Receive a Lump Sum Payment?
If you receive a lump sum payment from any deductible source of income, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, we will use a reasonable one.

How Long Will Prudential Continue to Send You Payments?
Prudential will send you a payment each month up to the maximum period of payment. Your maximum period of payment is to age 65.

We will stop sending you payments and your claim will end on the earliest of the following:
1. The end of the maximum period of payment.
2. The date you are no longer disabled under the terms of the plan.
3. The date you fail to submit proof of continuing disability satisfactory to Prudential.
4. The date you die.

Maximum period of payment means the longest period of time Prudential will make payments to you for any one period of disability.

What Disabilities Are Not Covered Under Your Plan?
Your plan does not cover any disabilities caused by, contributed to by, or resulting from your intentionally self-inflicted injuries.

Your plan does not cover a disability due to war, declared or undeclared, or any act of war.

What Happens If You Return to Work Full Time and Your Disability Occurs Again?
If you have a recurrent disability, as determined by Prudential, we will treat your disability as part of your prior claim and you will not have to complete another elimination period if:
• you were continuously insured under this plan for the period between your prior claim and your current disability; and
• your recurrent disability occurs within 6 months of the end of your prior claim.

Your recurrent disability will be subject to the same terms of the plan as your prior claim. Any disability which occurs after 6 months from the date your prior claim ended will be treated as a new claim. The new claim will be subject to all of the plan provisions.

If you become covered under any other group long term disability plan, you will not be eligible for payments under the Prudential plan.

Recurrent disability means a disability which is:
• caused by a worsening in your condition; and
• due to the same cause(s) as your prior disability for which Prudential made a Long Term Disability payment.
BENEFIT MODIFICATION OF PARTICIPANT LONG TERM DISABILITY COVERAGE

This modification of the Long Term Disability Coverage (called the Coverage below) applies to you if all of the following are true:

1. You sustained an accidental bodily Injury while a Covered Person under the Coverage.
2. As a direct result of that Injury, and from no other cause, you suffered a loss included in the List of Losses below.

   1. You suffered that loss within 90 days after the accident.
   2. You do not otherwise meet the definition of Disability under the Coverage.

If the above conditions are met, you will be considered Disabled under the How Does Prudential Define Disability? section of the Coverage from the date of loss. Benefits will be payable for a period starting with the date of loss as long as you are living on the thirty-second day following the date of the Injury, for not less than the Minimum Benefit Duration listed below.

In no event will benefits be payable under this modification while you are entitled to benefits under the Long Term Disability Coverage – Benefit Information section because you meet the definition of Disability or after benefits have been payable after the date of loss for the number of months listed below.

List of Losses: Minimum Benefit Duration

Loss of both Hands................................................................. 48 months
Loss of both Feet................................................................. 48 months
Loss of one hand and one foot.............................................. 48 months
Loss of sight of both eyes..................................................... 48 months
Loss of one hand and loss of sight of one eye......................... 48 months
Loss of one foot and loss of sight one eye............................ 48 months
Loss of one hand............................................................... 24 months
Loss of one foot................................................................. 24 months
Loss of sight of one eye....................................................... 15 months
Loss of the thumb and index finger of the same hand.............. 12 months

Loss of hand or foot means the loss by severance at or above the wrist or ankle.

Loss of thumb and index finger means loss by severance at or above the metacarpophalangeal joint.

Limitation Per Accident: If more than one loss is sustained in the same accident, the provisions of this modification will apply to one such loss. That loss is the one with the greatest Minimum Benefit Duration.
OTHER BENEFIT FEATURES

What Insurance Is Available If You End Employment? (Conversion)

If you end active training with the Contract Holder, your coverage under the plan will end. You may be eligible to purchase insurance under Prudential’s group conversion policy. To be eligible, you must have been insured under the Contract Holder’s group plan for at least 12 consecutive months. We will consider the amount of time you were insured under the Prudential plan and the plan it replaced, if any.

You are not eligible to apply for coverage under Prudential’s group conversion policy if:

- you are or become insured under another group long term disability plan within 60 days after your active training ends;
- you are disabled under the terms of the plan;
- you are age 70 or more when your active training ends;
- your coverage under the plan ends for any of the following reasons:
  - the plan is canceled;
  - the plan is changed to exclude the group of Participants to which you belong;
  - you are no longer in an eligible group;
  - you retire;
  - you fail to pay the required premium under this plan.

You must apply for insurance under the conversion policy and pay the first premium to Prudential within 60 days after the date your active training ends. Evidence of insurability will be required for certain higher amounts of monthly payments.

Prudential will determine the coverage you will have under the conversion policy. The conversion policy may not be the same coverage we offered you under the Contract Holder’s group plan. It may be any form of conversion plan that we then make available. The benefits will comply with any state laws or regulations that may apply.

Your amount of coverage under the conversion plan will not be more than your amount under this plan when your coverage ends. It may be lower than under this plan.

Your rates for the conversion plan will be based on Prudential’s rate as it applies to the form and amount of insurance it provides, the premium period and your age at the time of conversion.

Your premiums will not be due less often than quarterly, unless you agree to another frequency.
OTHER SERVICES

How Can Prudential Help Your Employer Identify and Provide Worksite Modification?

A worksite modification might be what is needed to allow you to perform the material and substantial duties of your regular occupation with your Employer. One of our designated professionals will assist you and your Employer to identify a modification we agree is likely to help you remain at work or return to work. This agreement will be in writing and must be signed by you, your Employer and Prudential.

When this occurs, Prudential will reimburse your Employer for the cost of the modification up to the greater of:

- $1000; or
- the equivalent of two months of your gross disability payment. This benefit is available to you on a one time only basis.

How Can Prudential’s Social Security Claimant Assistance Program Help You With Obtaining Social Security Disability Benefits?

Prudential can arrange for expert advice regarding your Social Security disability benefits claim and assist you with your application or appeal, if you are disabled under the plan.

Receiving Social Security disability benefits may enable:

- you to receive Medicare after 24 months of disability payments;
- you to protect your retirement benefits; and
- your family to be eligible for Social Security benefits.

We can assist you in obtaining Social Security disability benefits by:

- helping you find appropriate legal representation;
- obtaining medical and vocational evidence; and
- reimbursing pre-approved case management expenses.
REHABILITATION SERVICES

How Can Prudential’s Rehabilitation Program Help You Return to Work?

Prudential has a rehabilitation program available.

As your file is reviewed, medical and vocational information will be analyzed to determine if rehabilitation services might help you return to work.

Once the initial review is completed by our rehabilitation program specialists working along with your doctor and other appropriate specialists, Prudential may elect to offer you and pay for a rehabilitation program. If the rehabilitation program is not developed by Prudential’s rehabilitation program specialists, you must receive written approval from Prudential for the program before it begins.

The rehabilitation program may include, but is not limited to, the following services:

- coordination with your Employer to assist you to return to work;
- evaluation of adaptive equipment to allow you to work;
- vocational evaluation to determine how your disability may impact your employment options;
- job placement services;
- resume preparation;
- job seeking skills training;
- retraining for a new occupation; or
- assistance with relocation that may be part of an approved rehabilitation program.

Rehabilitation program means a program designed to assist you to return to work.
CLAIM INFORMATION

When Do You Notify Prudential of a Claim?
We encourage you to notify us of your claim as soon as possible, so that a claim decision can be made in a timely manner. Written notice of a claim should be sent within 30 days after the date your disability begins. However, you must send Prudential written proof of your claim no later than 90 days after your elimination period ends. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

The claim form is available from your Employer, or you can request a claim form from us. If you do not receive the form from Prudential within 15 days of your request, send Prudential written proof of claim without waiting for the form.

You must notify us immediately when you return to work in any capacity.

How Do You File a Claim?
You and your Employer must fill out your own section of the claim form and then give it to your attending doctor. Your doctor should fill out his or her section of the form and send it directly to Prudential.

What Information Is Needed as Proof of Your Claim?
Your proof of claim, provided at your expense, must show:

- That you are under the regular care of a doctor.
- Appropriate documentation of your Annual Stipend earnings.
- Appropriate documentation that you are not working at any job during the elimination period for your Long Term Disability claim.
- The date your disability began.
- Appropriate documentation of the disabling disorder.
- The extent of your disability, including restrictions and limitations preventing you from performing your regular occupation or any gainful occupation.
- The name and address of any hospital or institution where you received treatment, including all attending doctors.
- The name and address of any doctor you have seen.

For your Long Term Disability claim, we may request that you send proof of continuing disability, satisfactory to Prudential, indicating that you are under the regular care of a doctor. In some cases, you will be required to give Prudential authorization to obtain additional medical information, and to provide non-medical information (e.g., copies of your IRS federal income tax return, W-2’s and 1099’s) as part of your proof of claim, or proof of continuing disability. This proof, provided at your expense, must be received within 30 days of a request by us. Prudential will deny your claim or stop sending you payments if the appropriate information is not submitted.

Regular care means:

- you personally visit a doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and

- you are receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for your disabling condition(s) by a doctor whose specialty or experience is the most appropriate for your disabling condition(s), according to generally accepted medical standards.

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

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

Prudential will not recognize any relative including, but not limited to, you, your spouse, or a child, brother, sister, or parent of you or your spouse as a doctor for a claim that you send to us.

_Hospital or institution_ means an accredited facility licensed to provide care and treatment for the condition causing your disability.

**Who Will Prudential Make Payments To?**

Prudential will make payments to you.

**What Happens If Prudential Overpays Your Claim?**

Prudential has the right to recover any overpayments due to:

• fraud;
• any error Prudential makes in processing a claim; and
• your receipt of deductible sources of income.

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Prudential will not recover more money than the amount we paid you.

**What Are the Time Limits for Legal Proceedings?**

You can start legal action regarding your claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim is required, unless otherwise provided under federal law.

**How Will Prudential Handle Insurance Fraud?**

Prudential wants to ensure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Prudential promises to focus on all means necessary to support fraud detection, investigation and prosecution.

In some jurisdictions, if you knowingly and with intent to defraud Prudential, file an application or a statement of claim containing any materially false information or conceal for the purpose of misleading, information concerning any fact material thereto, you commit a fraudulent insurance act, which is a crime and subjects you to criminal and civil penalties. These actions will result in denial or termination of your claim, and, where such laws apply, are subject to prosecution and punishment to the full extent under any applicable law. Prudential will pursue all appropriate legal remedies in the event of insurance fraud.
GLOSSARY

**Active Training Requirement** means a requirement that you be currently enrolled in a Mayo Program and actively engaged in that program at the Mayo School of Graduate Medical Education, Mayo School of Health Sciences or any other location that the Mayo Program requires you to go or as a Research Appointee. You are considered actively engaged in a Mayo Program during normal holidays or vacations if you were actively engaged in a Mayo Program on the last day prior to that holiday or vacation, and are scheduled to be actively engaged in the Mayo Program once the holiday or vacation ends.

Mayo Program is a training program for the Mayo School of Graduate Medical Education and Mayo School of Health Sciences.

**Annual Stipend** means your gross monthly income from your Employer as defined in the plan. If you become disabled while you are on a leave of absence, we will use your Annual Stipend in effect just prior to the date your absence begins.

**Any occupation** means an occupation, including self employment, that is or can be expected to provide you with an income within 12 months of your return to work.

**Contract holder** means the Mayo Clinic.

**Covered class** means your class as determined by the Contract Holder. This will be done under the Contract Holder’s rules, on dates the Contract Holder 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 plan. “Class” means covered class, benefit class or anything related to work, such as position or earnings, which affects the insurance available.

**Deductible sources of income** means income from deductible sources listed in the plan that you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

**Doctor** means a person who is performing tasks that are within the limits of his or her medical license; and

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

Prudential will not recognize any relative including but not limited to you, your spouse, or a child, brother, sister, or parent of you or your spouse as a doctor for a claim that you send to us.

**Elimination period (LTD)** means a period of continuous disability which must be satisfied before you are eligible to receive benefits from Prudential. If you become covered under a group long term disability plan that replaces this plan during your elimination period, your elimination period under this plan will not be met.

**Evidence of insurability** means a statement of your medical history which Prudential will use to determine if you are approved for coverage.

**Gross disability payment** means the benefit amount before Prudential subtracts deductible sources of income.

**Hospital or institution** means an accredited facility licensed to provide care and treatment for the condition causing one’s disability.

**Injury** means a bodily injury that:

- is the direct result of an accident;
- is not related to any cause other than the accident; and
- results in immediate disability.
Disability must begin: (a) while you are covered under the plan, and (b) within 90 days after the injury was sustained.

**Insured** means any person covered under a coverage.

**Law, plan or act** means the original enactment of the law, plan or act and all amendments.

**Leave of absence** means you are temporarily absent from active training for a period of time that has been agreed to in advance in writing by your Employer, other than for reasons in connection with any severance or termination agreement. Your normal vacation time or any period of disability is not considered a leave of absence.

**Material and substantial duties** means duties that:
- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified.

**Maximum monthly benefit** means the maximum benefit amount for which you are insured under this plan as shown in the Benefits Highlights.

**Maximum period of payment** means the longest period of time Prudential will make payments to you for any one disability.

**Monthly payment** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

**Own occupation** means the occupation you are routinely performing when your disability begins. Prudential will look at your occupation as it is normally performed for your specific employer or at your specific location.

**Payable claim** means a claim for which Prudential is liable under the terms of the Group Contract.

**Participant** means a Mayo School of Graduate Medical Education Appointee; Mayo School of Health Sciences Resident and Fellows or Research Appointees.

**Plan** means a line of coverage under the Group Contract.

**Recurrent disability** means a disability which is:
- caused by a worsening in your condition; and
- due to the same cause(s) as your prior disability for which Prudential made a Long Term Disability payment.

**Regular care** means:
- one personally visits a doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat one’s disabling condition(s); and
- one is receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for one’s disabling condition(s) by a doctor whose specialty or experience is the most appropriate for one’s disabling condition(s), according to generally accepted medical standards.

**Rehabilitation program** means a program designed to assist you to return to work.

**Sickness** means any disorder of your body or mind, but not an injury; pregnancy including abortion, miscarriage or childbirth. Disability must begin while you are covered under the plan.

A period of disability will be considered due to sickness and not to injury if either of these are true:

1. The disability is caused wholly or partly by:
   a. bodily or mental infirmity or disease; or
   b. hernia; or
c. any infection, other than a pyogenic infection occurring through and at the time of an accidental cut or wound.

2. Although due to accidental injury, the disability:
   a. starts more than 90 days after such injury occurred; and
   b. is not considered as part of a prior period of disability due to injury.

We, us, and our means The Prudential Insurance Company of America.

YOU MEANS A PERSON WHO IS ELIGIBLE FOR PRUDENTIAL COVERAGE.
GENERAL PLAN INFORMATION

Plan Benefits Provided by

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

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

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.

Claim Procedures

1. Determination of Benefits

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

However, if a period of time is extended due to your failure to submit information necessary to decide the claim, the period for making the benefit determination by Prudential will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

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

(a) the specific reason(s) for the denial, which will include a discussion of the decision describing, if applicable, the basis for disagreeing with or not following (i) the views of your treating providers, (ii) the views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, and (iii) an award of Social Security Administration disability benefits;

(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 appeal 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;

(e) a statement that, 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; and

(f) copies of any internal rules or guidelines relied upon in making this determination, if applicable.

2. Appeal of Adverse Determination

If your claim for benefits is 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. Your appeal should describe the decision you are appealing and state the reasons why you think the decision on your claim was incorrect. You may submit with your appeal any written comments, documents, records, and 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 will provide you, free of charge and prior to any adverse decision on appeal, with any new or additional evidence that is considered by Prudential in connection with the claim (including evidence that may be the basis for denial as well as any evidence that may support granting the claim), and any new or additional rationale that will form the basis for the Prudential’s decision on appeal. Any such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination must be provided in order to give you a reasonable opportunity to respond prior to that date.

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 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 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.