

## **Employer Sponsored ILTC Insurance Program – Employer Form**

By signature of the authorized representative of the Sponsoring Organization (“SO”) named below, SO agrees, as of the Effective Date, to work with the Prudential Insurance Company of America (“Prudential”) and authorized sales producers, subject to the following terms and conditions, to implement a Long-Term Care Employer Sponsored Program for eligible employees of the SO:

**Program:** The Program consists of the sale of Prudential individual long-term care insurance policies to qualified employees who are actively at work on a full time basis at least 25 hours per week for the Employer/Sponsoring Organization (SO), provided that the SO is accepted by Prudential and meets Prudential’s minimum participation requirements. Covered employees spouses, domestic partners, adult children, parents, and parents-in-laws (collectively known as “Participants”), are also eligible for this program and available discounts. The SO acknowledges that this program is not a group insurance program and coverage is not guaranteed. Eligible employees aged 18-65, applying for benefits within the benefit parameters defined by Prudential, shall be subject to Simplified Underwriting during the initial enrollment period, also defined by Prudential. Eligible spouses and domestic partners actively at work at least 25 hours a week and between the ages of 18-65 may also be eligible for Simplified Underwriting. All other eligible Participants are subject to full medical Underwriting. SO acknowledges that the Program offer is at the discretion of Prudential, contingent upon the review of necessary roster data about SO employees and other eligible Participants.

### **Employer Subsidy:**

Is the employer paying for a portion of the premium for this benefit?                     No  Yes  
Is the employer paying for a portion of the premium for the spouse or partner benefit?    No  Yes (If yes, list amount): \_\_\_\_\_

**Access.** SO agrees to permit Prudential and authorized sales producers access to solicit SO employees, including the right to conduct group onsite meetings at SO offices, subject to reasonable agreement as to time and place.

**Billing.** SO agrees to remit to Prudential monthly in a timely manner all premiums, other than those direct billed to Participants, due under the Program. SO also agrees to provide Prudential with any status changes (including terminations, retirements or disability leaves) for any Program Participants on payroll deduction.

**Law- Compliance & Applicability.** Prudential makes no representations about whether the Program is an employee benefit plan under or otherwise subject to ERISA or other laws regulating such plans. Unless otherwise notified in writing by the SO, Prudential shall assume the Program is not an employee benefit plan under ERISA. Prudential makes no representations about any possible tax implications to the SO or any other person and assumes SO shall seek its own tax counsel or advice as needed.

**Termination.** Either party may terminate the Program by ninety (90) days written notice to the other. If minimum participation level is not reached by the end of the initial enrollment period, Prudential retains the right to suspend the Program for all newly eligible employees and other eligible Participants.

Name of Sponsoring Organization: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Today’s Date (“effective date”) \_\_\_\_\_