

SERFF Tracking Number: PRUD-125867228 State: Arkansas
 Filing Company: The Prudential Insurance Company of America State Tracking Number: 40853
 Company Tracking Number: ESL-2009 & ESLU-2009-JSAR
 TOI: L071 Individual Life - Whole Sub-TOI: L071.111 Single Premium - Single Life
 Product Name: ESL-2009 & ESLU-2009 Repricing
 Project Name/Number: ESL-2009 & ESLU-2009/

Filing at a Glance

Company: The Prudential Insurance Company of America

Product Name: ESL-2009 & ESLU-2009 SERFF Tr Num: PRUD-125867228 State: ArkansasLH

Repricing

TOI: L071 Individual Life - Whole SERFF Status: Closed State Tr Num: 40853

Sub-TOI: L071.111 Single Premium - Single Life Co Tr Num: ESL-2009 & ESLU-2009-JSAR State Status: Approved-Closed

Filing Type: Form

Co Status: IIGL

Reviewer(s): Linda Bird

Authors: Diane Barrios, Marcelle Chapman, David Collier, Susan

Disposition Date: 11/19/2008

Eckler-Kerns, Rozelyn Hayes, Jessica Kaimo, David Koonce, Gil Ortiz, Eula Quailles, John Steiniger, Genetta Williams

Date Submitted: 11/14/2008

Disposition Status: Approved-Closed

Implementation Date Requested: 01/01/2009

Implementation Date:

State Filing Description:

General Information

Project Name: ESL-2009 & ESLU-2009

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Currently under review.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 11/19/2008

State Status Changed: 11/19/2008

Deemer Date:

Corresponding Filing Tracking Number:

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Filing Description:

In Re: NAIC# 30468241
Form Number ESL-2009 and ESLU-2009
New Submission

Dear Commissioner:

We enclose the following forms for filing:

ESL-2009 Single Premium Whole Life Policy (Sex-distinct)

ESLU-2009 Single Premium Whole Life Policy (Unisex)

These are new forms and will be used as we are replacing our previously approved Single Premium Whole Life Policies ESL-2000(i) & ESLU-2000(i). These forms will be made available for use for individual and group conversion policies.

The Basis of Computation is revised to specify use of the Commissioner's 2001 mortality table and the rates and values on the contract data pages have been updated. The revised forms also include other minor changes to maintain consistency with the contract language used in other recently approved forms.

We plan to introduce these new form on or before January 2009.

This is to assure you that the required policy information as described in Ark. Code Ann 23-79-138 will be provided to the owner when this policy is issued.

This is to assure you that the Life and Health Guaranty Association Notice required by Regulation 49 will be provided to each policy holder.

This is to assure you that this filing complies with the applicable Regulation 34 requirements and that we will comply with Bulletin 11-3 if rates are changed.

In accordance with a previous agreement between your Department and Prudential, we will include on our claim form

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(COMB 38) the following wording in Arkansas so that we are in compliance with Arkansas code section 23-81-118, supplemented by Bulletin 15-79.

If payments is made after the 30 days from the day we receive proof of death of the insured, life insurance death benefits payable under policies issued in Arkansas will include interest at the rate of 8 percent per year.

We certify that the submission meets the provisions of Rule 19 as well as all applicable requirements of this Department.

We have enclosed a statement of variability for the policy forms and an updated actuarial memoranda for the forms.

We have enclosed a filing fee in the amount of \$50.00 has been sent EFT.

These forms are submitted in final print and are subject to only minor modification in paper size and stock, ink, border, Company logo and adaptation to computer printing.

If you have any questions, please call me toll-free at (888)-800-8244, or contact me via e-mail at John.Steiniger@Prudential.com.

Company and Contact

Filing Contact Information

John Steiniger, Second Vice President John.Steiniger@Prudential.com
Individual Insurance Group (973) 802-6104 [Phone]
Newark, NJ 07102-2992 (973) 367-8134[FAX]

Filing Company Information

The Prudential Insurance Company of America CoCode: 68241 State of Domicile: New Jersey
751 Broad Street Group Code: 304 Company Type: Life
Newark, NJ 07102-3777 Group Name: State ID Number:
(973) 802-6000 ext. [Phone] FEIN Number: 22-1211670

Filing Fees

SERFF Tracking Number: PRUD-125867228 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 40853
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Project Name/Number: ESL-2009 & ESLU-2009/

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 x 1 Filing =\$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Prudential Insurance Company of America	\$50.00	11/14/2008	23929339

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/19/2008	11/19/2008

SERFF Tracking Number: PRUD-125867228 *State:* Arkansas
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Disposition

Disposition Date: 11/19/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Actuarial Reserves		No
Supporting Document	Statement of Variability		Yes
Form	Single Premium Whole Life Policy (Sex-Distinct)		Yes
Form	Single Premium Whole Life Policy (Unisex)		Yes

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Form Schedule

Lead Form Number: ESL-2009

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	ESL-2009	Policy/Cont Single Premium ract/Fratern Whole Life Policy al (Sex-Distinct) Certificate	Initial		69	ESL-2009 Single Premium Whole Life Policy (Sex-Distinct) with CD pages.pdf
	ESLU-2009	Policy/Cont Single Premium ract/Fratern Whole Life Policy al (Unisex) Certificate	Initial		69	ESLU-2009 Single Premium Whole Life Policy (Unisex) with CD pages.pdf

Insured JOHN DOE

XX XXX XXX

Policy Number

JAN 1, 2009

Contract Date

Agency R-NK 1

Single Premium Whole Life Policy. Life insurance payable upon death. One premium payable. Non-participating.

We will pay the beneficiary the death benefit described in this contract promptly if we receive due proof that the Insured died. We make this promise subject to all the provisions of this contract.

If there is ever a question about this contract, just see a Prudential representative or contact one of our offices.

10-Day Right to Cancel Contract. – If you return this contract to us no later than 10 days after you receive it, we will refund your money promptly. The contract will be canceled from the start. All you have to do is take it or mail it to one of our offices or to the representative who sold it to you.

Signed for Prudential.



Secretary



President

PLEASE READ YOUR POLICY CAREFULLY; it is a legal contract between you and Prudential.

GUIDE TO CONTENTS

	Page
Contract Data	3
Insured's Information; Rating Class; Basic Contract Information; Life Insurance on the Insured; Schedule of Premiums	
Table of Guaranteed Values	4
A table showing Cash Values	
Definitions	5
The Contract	5
Entire Contract; Contract Modifications; Incontestability	
Ownership	5
Death Benefits	6
Interest on Death Benefit; Suicide Exclusion; Method of Payment	
Beneficiary	7
Loans	8
Loan Requirements; Interest Charge; Amount You May Borrow; Loan Value; Contract Debt; Repayment; Excess Contract Debt; Postponement of Loans	
Premium Payment	9
Payment of Premium	
Cash Value Option Upon Surrender	9
General Provisions	9
Currency; Misstatement of Age or Sex; Assignment; Change in Plan	
Basis of Computation	10
Mortality Basis and Interest Rate; Exclusions; Minimum Legal Values	
Settlement Options	11
Options Described; Interest Rate	
Settlement Options Tables	12

A copy of the application and any riders or endorsements can be found at the end of the contract.

[SPLIFE-M35]

TABLE(S) OF GUARANTEED VALUES

These are the values for the basic amount if there is no contract debt. These values are determined as provided in the Basis of Computation provision.

End of Contract Year	Guaranteed Cash
1	[\$4,017.75]
2	[\$4,190.50]
3	[\$4,370.50]
4	[\$4,557.75]
5	[\$4,752.50]
6	[\$4,954.50]
7	[\$5,164.00]
8	[\$5,380.75]
9	[\$5,604.25]
10	[\$5,834.75]
11	[\$6,072.25]
12	[\$6,317.25]
13	[\$6,571.25]
14	[\$6,835.50]
15	[\$7,110.00]
16	[\$7,394.25]
17	[\$7,687.50]
18	[\$7,989.00]
19	[\$8,298.25]
20	[\$8,614.00]
21	[\$8,936.00]
22	[\$9,264.00]
23	[\$9,600.00]
24	[\$9,944.75]
25	[\$10,297.50]
26	[\$10,656.75]
27	[\$11,020.50]
28	[\$11,386.75]

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

End of Contract Year	Guaranteed Cash
29	[\$11,755.50]
30	[\$12,126.75]
31	[\$12,501.50]
32	[\$12,881.25]
33	[\$13,266.25]
34	[\$13,657.50]
35	[\$14,055.00]
36	[\$14,457.00]
37	[\$14,860.00]
38	[\$15,262.00]
39	[\$15,663.25]
40	[\$16,064.75]
41	[\$16,465.50]
42	[\$16,864.75]
43	[\$17,259.25]
44	[\$17,646.00]
45	[\$18,023.25]
46	[\$18,389.25]
47	[\$18,743.50]
48	[\$19,087.50]
49	[\$19,420.50]
50	[\$19,740.75]
51	[\$20,045.75]
52	[\$20,333.50]
53	[\$20,602.50]
54	[\$20,852.50]
55	[\$21,082.75]
56	[\$21,297.00]
57	[\$21,499.75]
58	[\$21,691.00]
59	[\$21,870.00]
60	[\$22,035.75]
61	[\$22,190.50]

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

End of Contract Year	Guaranteed Cash
62	[\$22,339.00]
63	[\$22,479.75]
64	[\$22,611.00]
65	[\$22,728.75]
66	[\$22,835.50]
67	[\$22,940.50]
68	[\$23,043.25]
69	[\$23,144.00]
70	[\$23,242.25]
71	[\$23,338.25]
72	[\$23,431.75]
73	[\$23,522.75]
74	[\$23,611.00]
75	[\$23,696.50]
76	[\$23,779.50]
77	[\$23,859.50]
78	[\$23,937.00]
79	[\$24,011.75]
80	[\$24,083.75]
81	[\$24,152.75]
82	[\$24,219.25]
83	[\$24,283.00]
84	[\$24,343.75]
85	[\$24,400.00]
86	[\$25,000.00]

If we need to compute these values during a contract year, we will take into account the time since the start of the year.

END OF TABLE(S)

DEFINITIONS

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

You and **Your**. – The owner of the contract.

Insured. – The person named as the Insured on the first page. He or she need not be the owner.

Issue date. – Same as the contract date.

Anniversary or **contract anniversary**. – The same day and month as the contract date in each later year.

Contract year. – A year that starts on the contract date or on an anniversary.

THE CONTRACT

Entire Contract	This policy and any attached copy of an application, including an application requesting a change, form the entire contract. We assume that all statements in an application are made to the best of the knowledge and belief of the person(s) who make them; in the absence of fraud, they are deemed to be representations and not warranties. We rely on those statements when we issue the contract and when we change it. We will not use any statement, unless made in an application, to try to void the contract, to contest a change, or to deny a claim.
Contract Modifications	Only a Prudential officer with the rank or title of vice president may agree to modify this contract, and then only in writing.
Incontestability	We will not contest this contract after it has been in force during the Insured's lifetime for two years from the issue date.

OWNERSHIP

On the contract date, the Insured is the owner of the contract, unless a different owner is named in the application. If a different owner is named, we will show that owner in a provision we endorse on the contract. The ownership arrangement in effect on the contract date will remain in effect unless you ask us to change it.

You may change the ownership of the contract by sending us a request in a form that meets our needs. We may ask you to send us the contract to be endorsed. If we receive your request in a form that meets our needs, and the contract if we ask for it, we will file and record the change, and it will take effect as of the date you signed the request.

While the Insured is living, the owner alone is entitled to any contract benefit and value, and to the exercise of any right and privilege granted by the contract or by us.

DEATH BENEFITS

We will pay a benefit at the Insured's death (except as we state in the Suicide Exclusion) if this contract is in force at the time of death; that is, the single premium has been paid and the contract has not been surrendered or expired without value as described under Excess Contract Debt.

The benefit payable at the Insured's death will be equal to the Life Insurance on the Insured as described on page 3 less any contract debt.

This contract may provide other benefits on the death of the Insured. If it does, each benefit will be listed on a contract data page, and a form describing the benefit and the conditions under which it is payable will be included in this contract.

- Interest on Death Benefit** Any death benefit described above will be credited with interest from the date of death at a rate declared by Prudential or in accordance with applicable laws.
- Suicide Exclusion** If the Insured, whether sane or insane, dies by suicide within two years from the issue date, this contract will end and we will return the premium paid. The contract will provide no further benefit.
- Method of Payment** You may choose to have any death benefit paid in a single sum or under an optional mode of settlement (see Settlement Options).

BENEFICIARY

You may designate or change a beneficiary by sending us a request in a form that meets our needs. We may ask you to send us the contract to be endorsed. If we receive your request, and the contract if we ask for it, we will file and record the change and it will take effect as of the date you signed the request. But if we make any payment(s) before we receive the request, we will not have to make the payment(s) again. Any beneficiary's interest is subject to the rights of any assignee we know of.

When a beneficiary is designated, any relationship shown is to the Insured, unless otherwise stated. To show priority, we will use numbered classes, so that the class with first priority is called class 1, the class with next priority is called class 2, and so on. When we use numbered classes, these statements apply to beneficiaries unless the form states otherwise:

1. One who survives the Insured will have the right to be paid only if no one in a prior class survives the Insured.
2. One who has the right to be paid will be the only one paid if no one else in the same class survives the Insured.
3. Two or more in the same class who have the right to be paid will be paid in equal shares.
4. If none survives the Insured, we will pay in one sum to the Insured's estate.

Before we make a payment, we have the right to decide what proof we need of the identity, age or any other facts about any persons designated as beneficiaries. If beneficiaries are not designated by name and we make payment(s) based on that proof, we will not have to make the payment(s) again.

LOANS

Loan Requirements You may borrow from us on the contract if it has a loan value. We describe loan value below. The contract must be in force; the Insured must be living; and as sole security for the loan you must assign the contract to us in a form that meets our needs.

If there is already contract debt when you borrow from us, we will add the new amount you borrow to that debt.

Interest Charge We will charge interest daily on any loan at a rate that is equivalent to an effective annual rate of 8%. Interest is due on each contract anniversary, or when the loan is paid back if that comes first. If interest is not paid when due, it will become part of the loan. Then we will start to charge interest on it, too.

Amount You May Borrow You may borrow any amount up to the difference between the loan value and any existing contract debt, both of which we describe below.

Loan Value On a contract anniversary, the loan value is the guaranteed cash value shown in the Table of Guaranteed Values on page 4. At any other time, the loan value is the amount that would grow at the loan interest rate to equal the loan value on the next premium due date.

Contract Debt Contract debt at any time means the loan on the contract, plus any interest we have charged that is not yet due and that we have not yet added to the loan.

Repayment All or part of any contract debt may be paid back at any time while the Insured is living. When we settle the contract, any contract debt is due us. We will make an adjustment so that the proceeds will not include the amount of that debt.

Excess Contract Debt If contract debt ever grows to be equal to or more than the loan value, the contract will expire without value 31 days after we mail a notice to you and any assignee we know of. We will also send a notice to the Insured's last known address. In the notice we will state the amount that, if paid to us, will reduce the contract debt enough to keep the contract's benefits from ending for a limited time.

Postponement of Loans We will usually make a loan promptly. But we have the right to postpone making a loan for up to six months unless it will be used to pay premiums on this or other contracts with us.

PREMIUM PAYMENT

Payment of Premium The schedule of premiums shows the amount of the single premium.

CASH VALUE OPTION UPON SURRENDER

You may surrender this contract at any time for its net cash value. To do so, you must ask us in a form that meets our needs. We may require you to send us the contract. The net cash values as of any date will be the guaranteed cash value computed as described on page 4 minus any contract debt.

We will usually pay any net cash value promptly. But we have the right to postpone paying it for up to six months. If we do so for more than 30 days, we will pay interest at the rate of 3% a year.

You may choose to have any net cash value paid in a single sum or under an optional mode of settlement (see Settlement Options).

GENERAL PROVISIONS

- Currency** Any money we pay, or that is paid to us, must be in United States currency.
- Misstatement of Age or Sex** If the Insured's stated age or sex or both are not correct, we will change each benefit and any amount to be paid to what the premium would have bought for the correct age and sex.
- Assignment** We will not be deemed to know of an assignment unless we receive it, or a copy of it. We are not obliged to see that an assignment is valid or sufficient. This contract may not be assigned to any employee benefit plan without our consent. This contract may not be assigned if such assignment would violate any federal, state, or local law or regulation prohibiting sex distinct rates for insurance.
- Change in Plan** You may be able to have this contract changed to another plan of life insurance. Any change in plan will be made only if we consent and will be subject to conditions, rules and monetary adjustments that are then applicable.

BASIS OF COMPUTATION

Mortality Basis and Interest Rate

We compute all net single premiums, net values, and the guaranteed cash values shown on page 4 using:

1. the Commissioners 2001 Standard Ordinary Composite Mortality Table based on age last birthday, and assuming immediate payment of death benefits;
2. the Insured's issue age and sex and the length of time since the contract date; and
3. an effective interest rate of 5.00% a year.

Exclusions

When we compute net values and the values shown on page 4, we exclude the value of any supplementary benefits and any other additional benefits added by rider to this contract.

Minimum Legal Values

The cash, loan and other values in this contract are at least as large as those set by law where it is delivered. Where required, we have given the insurance regulator a detailed statement of how we compute values and benefits.

SETTLEMENT OPTIONS

Options Described You may choose to have the proceeds (that is, any death benefit or any amount payable upon surrender of the contract) paid in a single sum or under one of the optional modes of settlement described below.

If the person who is to receive the proceeds of this contract wishes to take advantage of one of these optional modes, we will be glad to furnish, on request, details of the options we describe below or any others we may have available at the time the proceeds become payable.

Option 1 (Installments for a Fixed Period) We will make equal payments for up to 25 years. The Option 1 Table shows the minimum amounts we will pay.

Option 2 (Life Income) We will make equal monthly payments for as long as the person on whose life the settlement is based lives, with payments certain for 120 months. The Option 2 Table shows the minimum amounts we will pay. But, we must have proof of the date of birth of the person on whose life the settlement is based.

Option 3 (Interest Payment) We will hold an amount at interest. We will pay the interest annually, semi-annually, quarterly, or monthly.

Option 4 (Installments of a Fixed Amount) We will make equal annual, semi-annual, quarterly, or monthly payments for as long as the available proceeds provide.

Option 5 (Non-Participating Income) We will make payments like those of any annuity we then regularly issue that: (1) is based on United States currency; (2) is bought by a single sum; (3) does not provide for dividends; and (4) does not normally provide for deferral of the first payment. Each payment will be at least equal to what we would pay under that kind of annuity with its first payment due on its contract date. If a life income is chosen, we must have proof of the date of birth of any person on whose life the option is based. Option 5 cannot be chosen more than 30 days before the due date of the first payment.

Interest Rate Payments under Options 1, 3 and 4 will be calculated assuming an effective interest rate of at least 1.5% a year. We may include more interest.

SETTLEMENT OPTIONS TABLES

OPTION 1 TABLE

OPTION 2 TABLE

MINIMUM AMOUNT OF MONTHLY PAYMENT FOR EACH \$1,000, THE FIRST PAYABLE IMMEDIATELY		MINIMUM AMOUNT OF MONTHLY PAYMENT FOR EACH \$1,000, THE FIRST PAYABLE IMMEDIATELY					
Number of Years	Monthly Payment	AGE LAST BIRTHDAY	Male	Female	AGE LAST BIRTHDAY	Male	Female
		1	\$83.90	5 and under	\$2.72	\$2.68	48
2	42.26	6	2.73	2.69	49	3.77	3.56
3	28.39	7	2.74	2.69	50	3.83	3.61
4	21.45	8	2.75	2.70	51	3.88	3.66
5	17.28	9	2.76	2.71	52	3.95	3.71
6	14.51	10	2.77	2.72	53	4.01	3.76
7	12.53	11	2.78	2.73	54	4.08	3.82
8	11.04	12	2.79	2.74	55	4.15	3.88
9	9.89	13	2.80	2.75	56	4.22	3.94
10	8.96	14	2.82	2.76	57	4.30	4.01
11	8.21	15	2.83	2.77	58	4.38	4.08
12	7.58	16	2.84	2.78	59	4.47	4.16
13	7.05	17	2.85	2.79	60	4.56	4.24
14	6.59	18	2.87	2.80	61	4.66	4.32
15	6.20	19	2.88	2.81	62	4.76	4.41
16	5.85	20	2.89	2.83	63	4.87	4.50
17	5.55	21	2.91	2.84	64	4.98	4.60
18	5.27	22	2.93	2.85	65	5.10	4.71
19	5.03	23	2.94	2.87	66	5.23	4.82
20	4.81	24	2.96	2.88	67	5.36	4.94
21	4.62	25	2.98	2.90	68	5.49	5.06
22	4.44	26	3.00	2.91	69	5.64	5.19
23	4.28	27	3.01	2.93	70	5.78	5.33
24	4.13	28	3.03	2.94	71	5.94	5.48
25	3.99	29	3.06	2.96	72	6.10	5.63
Multiply the monthly amount By 2.996 for quarterly, 5.981 for semi-annual or 11.919 for annual.		30	3.08	2.98	73	6.26	5.79
		31	3.10	3.00	74	6.43	5.96
		32	3.13	3.02	75	6.60	6.14
		33	3.15	3.04	76	6.78	6.33
		34	3.18	3.07	77	6.95	6.52
		35	3.21	3.09	78	7.13	6.71
		36	3.23	3.11	79	7.31	6.92
		37	3.27	3.14	80	7.49	7.12
		38	3.30	3.16	81	7.67	7.33
		39	3.33	3.19	82	7.85	7.53
40	3.37	3.22	83	8.02	7.73		
41	3.40	3.25	84	8.18	7.93		
42	3.44	3.29	85	8.33	8.12		
43	3.48	3.32	86	8.48	8.29		
44	3.53	3.35	87	8.62	8.46		
45	3.57	3.39	88	8.75	8.61		
46	3.62	3.43	89	8.87	8.75		
47	3.67	3.47	90	8.98	8.88		
		and over			and over		

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Single Premium Whole Life Policy. Life insurance payable upon death. One premium payable. Non-participating.

The Prudential Insurance Company of America
751 Broad Street, Newark, New Jersey 07102-3777

Insured JOHN DOE

XX XXX XXX

Policy Number

JAN 1, 2009

Contract Date

Agency R-NK 1

Single Premium Whole Life Policy. Life insurance payable upon death. One premium payable. Non-participating.

We will pay the beneficiary the death benefit described in this contract promptly if we receive due proof that the Insured died. We make this promise subject to all the provisions of this contract.

If there is ever a question about this contract, just see a Prudential representative or contact one of our offices.

10-Day Right to Cancel Contract. – If you return this contract to us no later than 10 days after you receive it, we will refund your money promptly. The contract will be canceled from the start. All you have to do is take it or mail it to one of our offices or to the representative who sold it to you.

Signed for Prudential.



Secretary



President

PLEASE READ YOUR POLICY CAREFULLY; it is a legal contract between you and Prudential.

GUIDE TO CONTENTS

	Page
Contract Data	3
Insured's Information; Rating Class; Basic Contract Information; Life Insurance on the Insured; Schedule of Premiums	
Table of Guaranteed Values	4
A table showing Cash Values	
Definitions	5
The Contract	5
Entire Contract; Contract Modifications; Incontestability	
Ownership	5
Death Benefits	6
Interest on Death Benefit; Suicide Exclusion; Method of Payment	
Beneficiary	7
Loans	8
Loan Requirements; Interest Charge; Amount You May Borrow; Loan Value; Contract Debt; Repayment; Excess Contract Debt; Postponement of Loans	
Premium Payment	9
Payment of Premium	
Cash Value Option Upon Surrender	9
General Provisions	9
Currency; Misstatement of Age; Assignment; Change in Plan	
Basis of Computation	10
Mortality Basis and Interest Rate; Exclusions; Minimum Legal Values	
Settlement Options	11
Options Described; Interest Rate	
Settlement Options Tables	12

A copy of the application and any riders or endorsements can be found at the end of the contract.

CONTRACT DATA

Insured

[JOHN DOE] [Male], Issue Age [35]

Rating Class

Standard

Basic Contract Information

Policy Number [XX XXX XXX]
Contract Date [January 1, 2009]
Beneficiary [Class 1 MARY DOE, wife]
 [Class 2 ROBERT DOE, son]

Life Insurance on the Insured

Basic Amount [\$25,000.00]

Schedule of Premiums

The contract premium is [\$6,898.50].

END OF CONTRACT DATA

[USPLIFE-M35]

TABLE(S) OF GUARANTEED VALUES

These are the values for the basic amount if there is no contract debt. These values are determined as provided in the Basis of Computation provision.

End of Contract Year	Guaranteed Cash
1	[\$3,906.25]
2	[\$4,074.50]
3	[\$4,249.50]
4	[\$4,431.75]
5	[\$4,621.25]
6	[\$4,818.00]
7	[\$5,022.25]
8	[\$5,233.75]
9	[\$5,452.00]
10	[\$5,677.25]
11	[\$5,909.75]
12	[\$6,149.50]
13	[\$6,398.00]
14	[\$6,656.00]
15	[\$6,923.75]
16	[\$7,200.50]
17	[\$7,485.50]
18	[\$7,778.50]
19	[\$8,079.00]
20	[\$8,385.75]
21	[\$8,698.50]
22	[\$9,017.50]
23	[\$9,343.75]
24	[\$9,678.25]
25	[\$10,020.50]
26	[\$10,369.25]
27	[\$10,722.75]
28	[\$11,079.75]

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

End of Contract Year	Guaranteed Cash
29	[\$11,440.00]
30	[\$11,803.50]
31	[\$12,171.00]
32	[\$12,543.50]
33	[\$12,921.50]
34	[\$13,305.75]
35	[\$13,695.50]
36	[\$14,089.75]
37	[\$14,485.25]
38	[\$14,880.25]
39	[\$15,275.00]
40	[\$15,670.00]
41	[\$16,064.50]
42	[\$16,457.50]
43	[\$16,846.50]
44	[\$17,229.00]
45	[\$17,603.25]
46	[\$17,967.25]
47	[\$18,319.00]
48	[\$18,660.25]
49	[\$18,990.25]
50	[\$19,307.50]
51	[\$19,610.75]
52	[\$19,897.75]
53	[\$20,165.25]
54	[\$20,412.75]
55	[\$20,641.50]
56	[\$20,861.25]
57	[\$21,079.75]
58	[\$21,292.75]
59	[\$21,496.00]
60	[\$21,682.25]
61	[\$21,848.00]

TABLE(S) CONTINUED ON NEXT PAGE

TABLE(S) CONTINUED

End of Contract Year	Guaranteed Cash
62	[\$21,993.75]
63	[\$22,131.75]
64	[\$22,279.00]
65	[\$22,425.50]
66	[\$22,568.75]
67	[\$22,712.50]
68	[\$22,855.50]
69	[\$22,995.50]
70	[\$23,129.50]
71	[\$23,255.75]
72	[\$23,374.25]
73	[\$23,485.00]
74	[\$23,588.75]
75	[\$23,684.25]
76	[\$23,770.75]
77	[\$23,850.25]
78	[\$23,927.75]
79	[\$24,008.00]
80	[\$24,080.50]
81	[\$24,149.75]
82	[\$24,216.00]
83	[\$24,275.00]
84	[\$24,332.25]
85	[\$24,400.00]
86	[\$25,000.00]

If we need to compute these values during a contract year, we will take into account the time since the start of the year.

END OF TABLE(S)

DEFINITIONS

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

You and **Your**. – The owner of the contract.

Insured. – The person named as the Insured on the first page. He or she need not be the owner.

Issue date. – Same as the contract date.

Anniversary or **contract anniversary**. – The same day and month as the contract date in each later year.

Contract year. – A year that starts on the contract date or on an anniversary.

THE CONTRACT

Entire Contract This policy and any attached copy of an application, including an application requesting a change, form the entire contract. We assume that all statements in an application are made to the best of the knowledge and belief of the person(s) who make them; in the absence of fraud, they are deemed to be representations and not warranties. We rely on those statements when we issue the contract and when we change it. We will not use any statement, unless made in an application, to try to void the contract, to contest a change, or to deny a claim.

Contract Modifications Only a Prudential officer with the rank or title of vice president may agree to modify this contract, and then only in writing.

Incontestability We will not contest this contract after it has been in force during the Insured's lifetime for two years from the issue date.

OWNERSHIP

On the contract date, the Insured is the owner of the contract, unless a different owner is named in the application. If a different owner is named, we will show that owner in a provision we endorse on the contract. The ownership arrangement in effect on the contract date will remain in effect unless you ask us to change it.

You may change the ownership of the contract by sending us a request in a form that meets our needs. We may ask you to send us the contract to be endorsed. If we receive your request in a form that meets our needs, and the contract if we ask for it, we will file and record the change, and it will take effect as of the date you signed the request.

While the Insured is living, the owner alone is entitled to any contract benefit and value, and to the exercise of any right and privilege granted by the contract or by us.

DEATH BENEFITS

We will pay a benefit at the Insured's death (except as we state in the Suicide Exclusion) if this contract is in force at the time of death; that is, the single premium has been paid and the contract has not been surrendered or expired without value as described under Excess Contract Debt.

The benefit payable at the Insured's death will be equal to the Life Insurance on the Insured as described on page 3 less any contract debt.

This contract may provide other benefits on the death of the Insured. If it does, each benefit will be listed on a contract data page, and a form describing the benefit and the conditions under which it is payable will be included in this contract.

- Interest on Death Benefit** Any death benefit described above will be credited with interest from the date of death at a rate declared by Prudential or in accordance with applicable laws.
- Suicide Exclusion** If the Insured, whether sane or insane, dies by suicide within two years from the issue date, this contract will end and we will return the premium paid. The contract will provide no further benefit.
- Method of Payment** You may choose to have any death benefit paid in a single sum or under an optional mode of settlement (see Settlement Options).

BENEFICIARY

You may designate or change a beneficiary by sending us a request in a form that meets our needs. We may ask you to send us the contract to be endorsed. If we receive your request, and the contract if we ask for it, we will file and record the change and it will take effect as of the date you signed the request. But if we make any payment(s) before we receive the request, we will not have to make the payment(s) again. Any beneficiary's interest is subject to the rights of any assignee we know of.

When a beneficiary is designated, any relationship shown is to the Insured, unless otherwise stated. To show priority, we will use numbered classes, so that the class with first priority is called class 1, the class with next priority is called class 2, and so on. When we use numbered classes, these statements apply to beneficiaries unless the form states otherwise:

1. One who survives the Insured will have the right to be paid only if no one in a prior class survives the Insured.
2. One who has the right to be paid will be the only one paid if no one else in the same class survives the Insured.
3. Two or more in the same class who have the right to be paid will be paid in equal shares.
4. If none survives the Insured, we will pay in one sum to the Insured's estate.

Before we make a payment, we have the right to decide what proof we need of the identity, age or any other facts about any persons designated as beneficiaries. If beneficiaries are not designated by name and we make payment(s) based on that proof, we will not have to make the payment(s) again.

LOANS

- Loan Requirements** You may borrow from us on the contract if it has a loan value. We describe loan value below. The contract must be in force; the Insured must be living; and as sole security for the loan you must assign the contract to us in a form that meets our needs.
- If there is already contract debt when you borrow from us, we will add the new amount you borrow to that debt.
- Interest Charge** We will charge interest daily on any loan at a rate that is equivalent to an effective annual rate of 8%. Interest is due on each contract anniversary, or when the loan is paid back if that comes first. If interest is not paid when due, it will become part of the loan. Then we will start to charge interest on it, too.
- Amount You May Borrow** You may borrow any amount up to the difference between the loan value and any existing contract debt, both of which we describe below.
- Loan Value** On a contract anniversary, the loan value is the guaranteed cash value shown in the Table of Guaranteed Values on page 4. At any other time, the loan value is the amount that would grow at the loan interest rate to equal the loan value on the next premium due date.
- Contract Debt** Contract debt at any time means the loan on the contract, plus any interest we have charged that is not yet due and that we have not yet added to the loan.
- Repayment** All or part of any contract debt may be paid back at any time while the Insured is living. When we settle the contract, any contract debt is due us. We will make an adjustment so that the proceeds will not include the amount of that debt.
- Excess Contract Debt** If contract debt ever grows to be equal to or more than the loan value, the contract will expire without value 31 days after we mail a notice to you and any assignee we know of. We will also send a notice to the Insured's last known address. In the notice we will state the amount that, if paid to us, will reduce the contract debt enough to keep the contract's benefits from ending for a limited time.
- Postponement of Loans** We will usually make a loan promptly. But we have the right to postpone making a loan for up to six months unless it will be used to pay premiums on this or other contracts with us.

PREMIUM PAYMENT

Payment of Premium The schedule of premiums shows the amount of the single premium.

CASH VALUE OPTION UPON SURRENDER

You may surrender this contract at any time for its net cash value. To do so, you must ask us in a form that meets our needs. We may require you to send us the contract. The net cash values as of any date will be the guaranteed cash value computed as described on page 4 minus any contract debt.

We will usually pay any net cash value promptly. But we have the right to postpone paying it for up to six months. If we do so for more than 30 days, we will pay interest at the rate of 3% a year.

You may choose to have any net cash value paid in a single sum or under an optional mode of settlement (see Settlement Options).

GENERAL PROVISIONS

- Currency** Any money we pay, or that is paid to us, must be in United States currency.
- Misstatement of Age** If the Insured's stated age is not correct, we will change each benefit and any amount to be paid to what the premium would have bought for the correct age.
- Assignment** We will not be deemed to know of an assignment unless we receive it, or a copy of it. We are not obliged to see that an assignment is valid or sufficient. This contract may not be assigned to any employee benefit plan without our consent.
- Change in Plan** You may be able to have this contract changed to another plan of life insurance. Any change in plan will be made only if we consent and will be subject to conditions, rules and monetary adjustments that are then applicable.

BASIS OF COMPUTATION

Mortality Basis and Interest Rate

We compute all net single premiums, net values, and the guaranteed cash values shown on page 4 using:

1. the Commissioners 2001 Standard Ordinary Composite Mortality Table (80% Male) based on age last birthday, and assuming immediate payment of death benefits;
2. the Insured's issue age and the length of time since the contract date; and
3. an effective interest rate of 5.00% a year.

Exclusions

When we compute net values and the values shown on page 4, we exclude the value of any supplementary benefits and any other additional benefits added by rider to this contract.

Minimum Legal Values

The cash, loan and other values in this contract are at least as large as those set by law where it is delivered. Where required, we have given the insurance regulator a detailed statement of how we compute values and benefits.

SETTLEMENT OPTIONS

Options Described You may choose to have the proceeds (that is, any death benefit or any amount payable upon surrender of the contract) paid in a single sum or under one of the optional modes of settlement described below.

If the person who is to receive the proceeds of this contract wishes to take advantage of one of these optional modes, we will be glad to furnish, on request, details of the options we describe below or any others we may have available at the time the proceeds become payable.

Option 1 (Installments for a Fixed Period) We will make equal payments for up to 25 years. The Option 1 Table shows the minimum amounts we will pay.

Option 2 (Life Income) We will make equal monthly payments for as long as the person on whose life the settlement is based lives, with payments certain for 120 months. The Option 2 Table shows the minimum amounts we will pay. But, we must have proof of the date of birth of the person on whose life the settlement is based.

Option 3 (Interest Payment) We will hold an amount at interest. We will pay the interest annually, semi-annually, quarterly, or monthly.

Option 4 (Installments of a Fixed Amount) We will make equal annual, semi-annual, quarterly, or monthly payments for as long as the available proceeds provide.

Option 5 (Non-Participating Income) We will make payments like those of any annuity we then regularly issue that: (1) is based on United States currency; (2) is bought by a single sum; (3) does not provide for dividends; and (4) does not normally provide for deferral of the first payment. Each payment will be at least equal to what we would pay under that kind of annuity with its first payment due on its contract date. If a life income is chosen, we must have proof of the date of birth of any person on whose life the option is based. Option 5 cannot be chosen more than 30 days before the due date of the first payment.

Interest Rate Payments under Options 1, 3 and 4 will be calculated assuming an effective interest rate of at least 1.5% a year. We may include more interest.

SETTLEMENT OPTIONS TABLES

OPTION 1 TABLE

OPTION 2 TABLE

MINIMUM AMOUNT OF MONTHLY PAYMENT FOR EACH \$1,000, THE FIRST PAYABLE IMMEDIATELY		GUARANTEED SETTLEMENT OPTION 2 MONTHLY PAYMENTS FOR THE NEW LIFE PORTFOLIO 120 PAYMENTS CERTAIN			
Number of Years	Monthly Payment	AGE LAST BIRTHDAY	Monthly Payment	AGE LAST BIRTHDAY	Monthly Payment
		5	\$2.69	48	\$3.56
		and under		49	3.60
		6	2.70	50	3.65
1	\$83.90	7	2.70	51	3.70
2	42.26	8	2.71	52	3.76
3	28.39	9	2.72	53	3.81
4	21.45	10	2.73	54	3.87
5	17.28	11	2.74	55	3.94
		12	2.75	56	4.00
6	14.51	13	2.76	57	4.07
7	12.53	14	2.77	58	4.14
8	11.04	15	2.78	59	4.22
9	9.89	16	2.79	60	4.30
10	8.96	17	2.80	61	4.39
		18	2.81	62	4.48
11	8.21	19	2.83	63	4.58
12	7.58	20	2.84	64	4.68
13	7.05	21	2.85	65	4.79
14	6.59	22	2.87	66	4.90
15	6.20	23	2.88	67	5.02
		24	2.90	68	5.15
16	5.85	25	2.91	69	5.28
17	5.55	26	2.93	70	5.42
18	5.27	27	2.95	71	5.57
19	5.03	28	2.96	72	5.73
20	4.81	29	2.98	73	5.89
		30	3.00	74	6.06
21	4.62	31	3.02	75	6.24
22	4.44	32	3.04	76	6.42
23	4.28	33	3.07	77	6.61
24	4.13	34	3.09	78	6.80
25	3.99	35	3.11	79	7.00
		36	3.14	80	7.20
		37	3.16	81	7.40
		38	3.19	82	7.60
		39	3.22	83	7.79
		40	3.25	84	7.98
		41	3.28	85	8.16
		42	3.32	86	8.33
		43	3.35	87	8.49
		44	3.39	88	8.64
		45	3.43	89	8.78
		46	3.47	90	8.90
		47	3.51	and over	

Multiply the monthly amount
By 2.996 for quarterly,
5.981 for semi-annual or
11.919 for annual.

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Single Premium Whole Life Policy. Life insurance payable upon death. One premium payable. Non-participating.

SERFF Tracking Number: PRUD-125867228 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 40853
Company Tracking Number: ESL-2009 & ESLU-2009-JSAR
TOI: L071 Individual Life - Whole Sub-TOI: L071.111 Single Premium - Single Life
Product Name: ESL-2009 & ESLU-2009 Repricing
Project Name/Number: ESL-2009 & ESLU-2009/

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUD-125867228 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 40853
Company Tracking Number: ESL-2009 & ESLU-2009-JSAR
TOI: L071 Individual Life - Whole Sub-TOI: L071.111 Single Premium - Single Life
Product Name: ESL-2009 & ESLU-2009 Repricing
Project Name/Number: ESL-2009 & ESLU-2009/

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 10/21/2008

Comments:

Ceertification

Attachment:

AR Cert of Compliance.pdf

Review Status:

Satisfied -Name: Application 10/21/2008

Comments:

Informtional Purposes only. Attached is a copy of the previously approved application for use with new business issue, different forms are used for conversions.

Attachments:

ESL Application.pdf

ESLU Application.pdf

Review Status:

Satisfied -Name: Statement of Variability 11/10/2008

Comments:

Attached is our Statement of Variability.

Attachment:

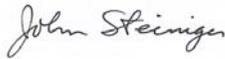
SPL Statement of Variability.pdf

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: The Prudential Insurance Company of America

Form Number(s): ESL-2009 & ESLU-2009

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



Signature of Company Officer

John Steiniger

Name

Second Vice President

Title

11/10/08

Date

SERFF Tracking Number: PRUD-125867228 *State:* Arkansas
Filing Company: The Prudential Insurance Company of America *State Tracking Number:* 40853
Company Tracking Number: ESL-2009 & ESLU-2009-JSAR
TOI: L071 Individual Life - Whole *Sub-TOI:* L071.111 Single Premium - Single Life
Product Name: ESL-2009 & ESLU-2009 Repricing
Project Name/Number: ESL-2009 & ESLU-2009/

Attachment "ESLU Application.pdf" is larger than 3MB and cannot be reproduced here.

STATEMENT OF VARIABILITY
Forms ESL-2009 & ESLU-2009

Variable and illustrative material in the contract data pages has been bracketed.

1. The insured's information in the specimen policy is for John Doe, male. The Issue Age for the specimen policy is 35. The minimum Issue Age for this policy is 0 and the maximum Issue Age is 99.
2. Policy number will be uniquely assigned and vary for all contracts issued. Contract date can vary for each contract issued.
3. The beneficiary in the specimen policy is Mary Doe, wife and Robert Doe, son. The beneficiary name and class will vary based on the beneficiary(s) selected by the owner.
4. The Basic Amount of Insurance for the specimen policy is \$25,000. This amount can vary based on the amount selected by the owner. The minimum Basic Amount of Insurance for conversion cases can be amounts as low as \$1. The maximum Basic Amount can vary based on the Company retention limit and any reinsurance.
5. The contract premium due for the specimen policy is for a male, age 35, for a basic amount of insurance equal to \$25,000, and annual mode. The contract premium due can vary based on the insured's age, sex, and basic amount of insurance.
6. The Table of Guaranteed Values for the specimen policy is for a male, age 35, for a basic amount of insurance equal to \$25,000. For other policies, the Table of Guaranteed Values can vary based on the insured's sex, issue age, and basic amount of insurance.