

SERFF Tracking Number: PRUD-125608105 State: Arkansas  
 Filing Company: The Prudential Insurance Company of America State Tracking Number: 38717  
 Company Tracking Number: Pbfd-113550 AR 2000-GJP-AR  
 TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium  
 Product Name: Group Flexible Premium Variable Universal Life Insurance Contract  
 Project Name/Number: 113550 AR 2000, et al./113550 AR 2000, et al.

## Filing at a Glance

Company: The Prudential Insurance Company of America

Product Name: Group Flexible Premium Variable Universal Life Insurance Contract  
 SERFF Tr Num: PRUD-125608105 State: ArkansasLH

TOI: L06G Group Life - Variable SERFF Status: Closed State Tr Num: 38717

Sub-TOI: L06G.002 Single Life - Flexible Premium Co Tr Num: Pbfd-113550 AR 2000-GJP-AR State Status: Approved-Closed

Filing Type: Form Co Status: Pbfd Reviewer(s): Linda Bird  
 Authors: Kim Lambert, Michelle Levitz, Gillian Parascandola Disposition Date: 04/23/2008

Date Submitted: 04/15/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: 113550 AR 2000, et al.  
 Project Number: 113550 AR 2000, et al.  
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending  
 Date Approved in Domicile:  
 Domicile Status Comments: Similar forms were filing in our state of domicile, New Jersey, and are pending.

Explanation for Combination/Other:  
 Submission Type: New Submission  
 Overall Rate Impact:

Market Type: Group  
 Group Market Size: Small and Large  
 Group Market Type: Employer

Filing Status Changed: 04/23/2008

State Status Changed: 04/23/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We enclose for approval the group life insurance forms ("Forms") referenced above. The Forms together create a new group flexible premium variable universal life insurance contract ("Contract") and are not intended to replace any previously filed forms.

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The Contract is similar to 113550 AR1000 Group Flexible Premium Variable Universal Life Insurance Contract, et al. ("2007 Approved Forms"). The Prudential Insurance Company of America ("Prudential") filed the 2007 Approved Forms with the Arkansas Insurance Department ("Department") on April 2, 2007 (SERFF Tracking #SKML-125137458) which the Division approved on April 18, 2007. Form 113550 AMD 1000, included in that filing, may be used with this Contract. Due to the size of the document, we can provide the May 1, 2007 prospectus by disc or e-mail at the request of the Department.

Please see the cover letter for additional information.

## Company and Contact

### Filing Contact Information

Gillian J. Parascandola, Director, Contracts, gillian.parascandola@prudential.com  
 PruBenefit Funding  
 80 Livingston Avenue (973) 548-5832 [Phone]  
 Roseland, NJ 07068 (973) 548-5844[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  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: Regulation 57 s 5 Subsection II Category "B" (a)(1)  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Prudential Insurance Company of America	\$50.00	04/15/2008	19565976

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	04/23/2008	04/23/2008

*SERFF Tracking Number:* PRUD-125608105                      *State:* Arkansas  
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## **Disposition**

Disposition Date: 04/23/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUD-125608105 State: Arkansas  
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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	Description of Approval Process-Separate Accounts		Yes
Supporting Document	Memorandum of Variability		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Sample Cover Page-Officers Signatures		Yes
Form	Contract		Yes
Form	Contract		Yes
Form	Application		Yes
Form	Application		Yes
Form	Certificate of Coverage		Yes
Form	Assignment Certificate		Yes
Form	Assignment Certificate		Yes
Form	Underwriting Form-Simplified Issue		Yes
Form	Underwriting Form-Guaranteed Issue		Yes
Form	Underwriting Form-Guaranteed Issue		Yes
Form	Underwriting Form-Full Underwriting		Yes
Form	Underwriting Form-Full-Aviation		Yes
Form	Underwriting Form-Full-Avocation		Yes
Form	Benefit Summary Report		Yes

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## Form Schedule

**Lead Form Number:** 113550 AR 2000

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	113550 AR 2000-Clean	Policy/Contract	Contract Fraternal Certificate	Initial		0	PBS Contract-AR-Clean.pdf
	113550 AR 2000-Marked	Policy/Contract	Contract Fraternal Certificate	Initial		0	PBS Contract-AR-Marked.pdf
	113550 AR APP 2000-Clean	Application/Enrollment Form	Application	Initial		0	PBS Application-AR-Clean.pdf
	113550 AR APP 2000-Marked	Application/Enrollment Form	Application	Initial		0	PBS Application-AR-Marked.pdf
	113550 AR COC 2000	Certificate	Certificate of Coverage	Initial		0	PBS Certificate of Coverage-AR.pdf
	113550 AR AC 2000-Clean	Certificate	Assignment Certificate	Initial		0	PBS Assignment Certificate-AR-Clean.pdf
	113550 AR AC 2000-Marked	Certificate	Assignment Certificate	Initial		0	PBS Assignment Certificate-AR-Marked.pdf
	113550 AR SI 2000	Other	Underwriting Form-Simplified Issue	Initial		0	PBS Underwriting Info Form - Simp Issue-

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Policy Number	Policy Type	Form Name	Initial	Count	File Name
113550 AR Other GI 2000- Clean	Underwriting Form- Guaranteed Issue	Initial	0	AR.pdf	
113550 AR Other GI 2000- Marked	Underwriting Form- Guaranteed Issue	Initial	0	PBS Underwriting Info Form - Guar Issue- AR-Clean.pdf	
113550 AR Other FU 2000	Underwriting Form- Full Underwriting	Initial	0	PBS Underwriting Info Form - Full Und- AR.pdf	
113550 AR Other FU AVI 2000	Underwriting Form- Full-Aviation	Initial	0	PBS Full Und Aviation Form-AR.pdf	
113550 AR Other FU AVO 2000	Underwriting Form- Full-Avocation	Initial	0	PBS Full Und Avocation Form-AR.pdf	
113550 Other BSR 2000	Benefit Summary Report	Initial	0	Benefit Summary Report.pdf	





**Prudential**

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

# PruBenefit Select<sup>SM</sup>

## A Group Flexible Premium Variable Universal Life Insurance Contract

Contract Holder: SPECIFY PARTY

Group Contract No.: G-#####

The Prudential Insurance Company of America (“Prudential”) will provide or pay the Death Benefits of this group flexible premium variable universal life insurance contract (the “Group Contract”) for each Covered Person, subject to its terms and conditions. This promise is based upon the Application of the Contract Holder, a copy of which is attached to this Group Contract, and payment of the required premium contributions. Prudential will charge for benefits on a pooled, non-experience rated standard claimed basis.

The Contract Holder makes all premium contributions and is the Beneficiary of some or all of the Death Benefits. The Contract Holder may allocate net premium contributions and earnings under this Group Contract to one or more Variable Investment Options and/or to the Fixed Interest Rate Option.

This Group Contract takes effect on the Contract Date if it is duly attested on the Schedule of Benefits. Prudential will issue a Benefit Summary Report for each Covered Person. Coverage for each Covered Person commences on the Coverage Effective Date shown on the applicable Benefit Summary Report, provided that each Covered Person executed a valid Consent Form. Coverage for each Covered Person continues as long as the amounts in the Coverage Fund for such Covered Person are sufficient to prevent lapse of Coverage, unless it ends or is terminated as described in the Insurance Plan Rules and General Rules.

This Group Contract is non-participating. This means that it will not share in the profits or surplus earnings of Prudential. Prudential will pay no dividends on the profits or surplus.

This Group Contract is delivered in and governed by the laws of the State of Arkansas.

SECRETARY

CHAIRMAN OF THE BOARD

**NOTICE: The amount and duration of the Death Benefit may be fixed or variable and the Cash Value may increase or decrease daily, depending on the payment of premium contributions, the investment experience of the Variable Investment Option(s), the amount of interest, if any, credited to the Fixed Interest Rate Option and the charges made. There is no guaranteed minimum Cash Value.**

**RIGHT TO EXAMINE THE CONTRACT: This Group Contract is a legal contract between the Contract Holder and Prudential. The Contract Holder may return this Group Contract within the later of 30 days of the date of the Application or 10 days of receipt of this Group Contract to receive no less than premiums paid. This Group Contract will be deemed void from its inception.**

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**PLEASE REVIEW THIS GROUP CONTRACT AND THE PROSPECTUS CAREFULLY: PruBenefit Select is issued by Prudential. It is offered by prospectus only through Pruco Securities, LLC (“Prusec”) or through broker-dealers that have selling agreements with Prusec. <sup>A</sup>[Prudential and Prusec are both located at 751 Broad Street, Newark, New Jersey 07102], and are Prudential Financial companies.**

# Schedule of Benefits

All amounts are aggregate values unless noted.

## GENERAL INFORMATION:

Contract Date:	<u>DATE.</u>
Covered Class:	Employees selected by the Employer to be insured under this Group Contract.
Initial Minimum Number of Covered Persons:	The number of Covered Persons in the Covered Class shall at least equal the number required to meet the definition of a group under the group insurance laws of the governing jurisdiction.
Minimum Coverage Amount (the sum of the Minimum Basic Insurance and the Minimum Target Insurance):	\$100,000 per Covered Person.
Type of Death Benefit:	See attached Benefit Summary Reports.
<sup>B</sup> [Initial interest rate for Type C Death Benefits	Rate between 0% and 8% in 1/2% increments.]
Net Amount at Risk Maximum at issue:	<sup>C</sup> [\$#] per Covered Person.
Minimum Initial Premium Paid on Coverage Effective Date:	An amount equal to three (3) months of total charges for each Coverage.
Minimum Amount the Contract Holder may Withdraw:	\$5,000 (Five Thousand Dollars) per withdrawal.
Minimum Amount the Contract Holder may Borrow:	\$5,000 (Five Thousand Dollars) per loan.
Minimum Subsequent Premium Contributions:	\$1,000 (One Thousand Dollars) per Group Contract.

## BASIC INSURANCE AND COVERAGE LIMITATIONS:

Face Amount:	See attached Benefit Summary Reports.
Minimum Basic Insurance:	\$5,000 per Covered Person.
Minimum Increase in Basic Insurance:	\$5,000 per Covered Person.
Minimum Decrease in Basic Insurance:	\$5,000 per Covered Person.

## TARGET TERM INSURANCE AND COVERAGE LIMITATIONS:

Face Amount:	See attached Benefit Summary Reports.
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Minimum Target Term Insurance:	\$5,000 per Covered Person.
Minimum Increase in Target Term Insurance:	\$5,000 per Covered Person.
Minimum Decrease in Target Term Insurance:	\$5,000 per Covered Person.

Attest: \_\_\_\_\_

# Schedule of Charges

The first table summarizes the maximum fees and expenses that the Contract Holder will pay at the time it purchases this Group Contract, makes a premium payment, surrenders this Group Contract or transfers amounts between Variable Investment Options.

Transaction Fees		
Charge	When Charge is Deducted	Maximum Amount Deductible
Premium Load <sup>1</sup>	Deducted from premium payments	<sup>D</sup> [8.50]% of each Target Premium and <sup>D</sup> [2.00]% of Excess Premium in Coverage Years 1 through 4  <sup>D</sup> [3.75]% of each Target Premium and <sup>D</sup> [2.00]% of Excess Premium in Coverage Years 5 through 9  <sup>D</sup> [3.75]% of any premium received in Coverage Years 10 and later
Surrender Charge	Deducted upon Surrender	\$0
Transfer Charge	Each transfer	<sup>E</sup> [\$25]

<sup>1</sup> The Premium Load includes an amount to cover the cost of commissions; advertising and the printing and distribution of prospectuses and sales literature; any federal, state or local income, premium, excise, business tax or any other type of charge, or component thereof, measured by or based upon the amount of premium received by Prudential.

The second table describes the maximum Group Contract fees and expenses that the Contract Holder will pay periodically during the time it owns this Group Contract, not including the Funds' fees and expenses.

Periodic Contract Charges other than the Funds' Fees and Expenses		
Charge	When Charge is Deducted	Maximum Amount Deductible
Cost of Insurance ("COI") for the Basic Insurance	Monthly	\$ 83.333 per \$1,000 of Net Amount at Risk ("NAR")
COI for the Target Term Insurance	Monthly	\$ 83.333 per \$1,000 of Net Amount at Risk

		(“NAR”)
<b>Mortality and Expense Risk Charge</b>	Monthly	<sup>F</sup> [0.04]% of assets in Variable Investment Options
<b>Net interest on loans <sup>1</sup></b>	Annually	1%
<b>Administrative Charge</b>	Monthly	<sup>G</sup> [\$10] per Covered Person
<b>Administrative Charge for Increases to Basic Insurance</b>	Each transaction	\$ 25 per transaction

<sup>1</sup> The net interest on loans reflects the net difference between a standard loan with an effective annual interest charge of 5% and an effective annual interest credit equal to 4%. See **Loans**.

## CHARGES DEDUCTED FROM PREMIUM PAYMENTS:

### Premium Load:

This charge is deducted to compensate Prudential for the costs of selling the Group Contract, including an amount to cover the cost of any: federal, state or local income, premium, excise, business tax or any other type of charge, or component thereof, measured by or based upon the amount of premium Prudential receives; commissions; advertising and the printing and distribution of prospectuses and sales literature. The Premium Load is deducted from each premium contribution.

For the first four (4) years of each Basic Insurance Coverage Segment, **Prudential may charge up to a maximum of <sup>D</sup>[8.50]% of premiums received each Coverage Year up to the Target Premium and <sup>D</sup>[2.00]% of Excess Premium. In Coverage Years five (5) through nine (9), Prudential may charge up to a maximum of <sup>D</sup>[3.75]% of premiums received each Coverage Year up to the Target Premium and [2.00]% of Excess Premium. In Coverage Years 10 and later, Prudential may charge a maximum of <sup>D</sup>[3.75]% of any premiums received.** The Target Premium is a factor per \$1000 of Basic Insurance based on issue age and gender. Any premium received by Prudential in excess of the Target Premium in the same Coverage Year will be treated as Excess Premium. The total Premium Load equals the Premium Load on the Target Premium plus the Premium Load on Excess Premium, if any.

If there are two or more Basic Insurance Coverage Segments, the Target Premium is calculated separately for each segment. When premiums are paid, each premium payment is allocated to each Basic Insurance Coverage Segment based on the proportion of its Target Premium to the total of all Target Premiums currently in effect. The Target Premium for each Coverage Segment will vary by the Covered Person's gender and issue age on the Coverage Segment's effective date.

**Return of Charges:** A portion of the Premium Load may be returned to the Contract Holder if this Group Contract or a Coverage is fully surrendered during the first <sup>I</sup>[eleven (11)] Coverage Years. The Return of Charges is not guaranteed. See **Surrender**.

## CHARGES DEDUCTED FROM THE COVERAGE FUNDS:

### Cost of Insurance:

Prudential deducts a monthly COI charge proportionately from the dollar amounts held in each of the chosen Variable Investment Options and the Fixed Interest Rate Option. The purpose of this charge is to provide insurance coverage.

On each Monthly Date, Prudential will deduct a charge for the COI from the Coverage Funds. For each Covered Person, Prudential will compute the COI for both the Basic Insurance and any Target Term Insurance. The maximum COI charge will be based on:

- (1) the 1980 Commissioners Standard Ordinary (Sex-distinct, Ultimate, Composite) on an Age Last Birthday (ALB) basis ("1980 CSO") Mortality Tables for Coverages with a Coverage Effective Date prior to January 1, 2009, and to all Coverage Segments of such Coverages, regardless of the Coverage Segments' Coverage Effective Dates or the 2001 Commissioners Standard Ordinary (Sex-distinct, Ultimate, Composite) on an Age Last Birthday (ALB) basis ("2001 CSO") Mortality Tables for Coverages with a Coverage Effective Date on or after January 1, 2009;
- (2) the Extra Rating Class, if any, of the Covered Person; and
- (3) the Attained Age and gender of the Covered Person.

For each Covered Person, Prudential will determine annually the COI rate for each currently effective Coverage (Basic Insurance Coverage and Target Term Insurance, if any) shown in the Benefit Summary Report, subject to the maximum COI charge. The maximum COI charge will be based on: the 1980 CSO Mortality Table or the 2001 CSO Mortality Table as described above. If there is only one Coverage currently in effect, **Prudential will multiply the rate by the Net Amount at Risk divided by 1.0032737 to compute the maximum charge for the COI.**

If there are two or more Coverage Segments (in any combination of Basic Insurance and Target Term Insurance) currently in effect, for each Coverage, Prudential will first allocate the total Net Amount at Risk to each Coverage Segment based on the proportion of the Coverage Segment to the total of all Coverage Segments currently in effect. Prudential will multiply the rate(s) by the allocated Net Amount at Risk for each Coverage Segment divided by 1.0032737 and add the results to determine the total maximum charge for the COI.

For Additional Persons covered under this Group Contract on or after January 1, 2009, the maximum COI charge will be based on the 2001 CSO Mortality Tables.

**Return of Charges:** A portion of the COI may be returned to the Contract Holder if this Group Contract or a Coverage is fully surrendered during the first [eleven (11)] Coverage Years. The Return of Charges is not guaranteed. See **Surrender**.

### **Mortality and Expense Risk Charge:**

This charge is intended to compensate Prudential for assuming mortality and expense risks under this Group Contract. The mortality risk Prudential assumes is that Covered Persons may live for shorter periods of time than Prudential estimated when mortality charges were determined. The expense risk Prudential assumes is that expenses incurred in issuing and administering this Group Contract will be greater than Prudential estimated in fixing Prudential's administrative charges. This charge is not assessed against amounts allocated to the Fixed Interest Rate Option.

**Each month Prudential deducts proportionately from the dollar amounts held in each of the chosen Variable Investment Options a charge based on the assets of the Variable Investment Options up to a maximum of <sup>F</sup>[0.04]% on the assets of the Variable Investment Options. Prudential will reassess this charge annually, subject to the maximum mortality and expense risk charge.**

**Return of Charges:** Not available for this charge.

### **Administrative Charge:**

This charge is intended to compensate Prudential for processing claims, keeping records, communicating with Contract Holders and similar activities. Prudential may assess an administrative processing charge of up to a maximum of \$25 per transaction in connection with an increase in Basic Insurance.

**Prudential deducts a monthly administrative charge of up to a maximum of <sup>G</sup>[\$10] per Covered Person, proportionately from the dollar amounts held in each of the chosen Variable Investment Options and/or the Fixed Interest Rate Option.**

**Return of Charges:** Not available for this charge.

### **Transfer Charge:**

**Prudential may impose a transfer charge of up to a maximum of <sup>F</sup>[\$25] for each transfer. Prudential deducts the charge proportionately from the dollar amounts held in each of the chosen Variable Investment Options and/or the Fixed Interest Rate Option.**

**Transfer limitations are applied on a per Coverage basis, not per Group Contract.**

**Return of Charges:** Not available for this charge.

### **FUND CHARGES:**

The Funds pay certain fees and expenses as described in the prospectuses for the Funds. Some of those fees and expenses may be paid to Prudential and its affiliates. Funds may change their fees and expenses. See the current prospectuses for the Funds.

**Return of Charges:** Not available for this charge.

### **REDUCTION OF CHARGES:**

Prudential may reduce charges, where it is expected that the amount or nature of a particular Group Contract will result in savings of sales, administrative or other costs. Prudential determines the eligibility and the amount of such reductions by considering the following factors:

- (1) the number of Covered Persons;
- (2) the total amount of premium payments Prudential expects to receive; and
- (3) any other circumstances that Prudential expects to be relevant in its determination of reducing costs.

Prudential may withdraw or modify other reductions on a uniform basis. Prudential's reductions in charges will not be unfairly discriminatory to the interests of any Contract Holders.

# Variable Universal Life Insurance Coverage

This insurance provides coverage only on the lives of Covered Persons.

## A. DEATH BENEFIT.

If a person dies while a Covered Person, a Death Benefit is payable to the Beneficiary and if applicable, to the Personal Beneficiary, provided Prudential receives proof of death acceptable to Prudential.

If the Coverage is not in default, the amount Prudential will pay will be the Death Benefit determined as of the date of the death of the Covered Person, reduced by any Coverage Debt allocated to such Covered Person.

If the Coverage is in default, and the death of the Covered Person occurs during the grace period, Prudential will pay the Death Benefit, reduced by any Coverage Debt allocated to such Covered Person and by the amount needed to pay the charges specified in the Schedule of Charges with respect to such Covered Person through the date of death.

If a Covered Person dies past the grace period, Prudential will not pay a Death Benefit.

**Death Benefit Payment:** Generally, Prudential will pay the Death Benefit to the Beneficiary, unless the Contract Holder requests otherwise, and if applicable, to a Personal Beneficiary, within seven days after Prudential receives proof of death acceptable to Prudential. However, Prudential may delay payment of proceeds from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

The Contract Holder and/or Employer, as the case may be, shall submit to Prudential proof of a Covered Person's death within 31 days of the date the Contract Holder and/or Employer receives such proof. Proof of a Covered Person's death means an original death certificate with a raised seal, or a photocopy of the death certificate initialed to indicate that the party submitting the claim has viewed the original.

**Interest on Death Benefit:** Any Death Benefit payment described above will be credited with interest in accordance with applicable laws.

**Death Benefit Types:** This Group Contract offers three types of Death Benefit applicable to a Coverage: A, B, and C. The Contract Holder selects the type of Death Benefit applicable to each Coverage. The Contract Holder may select a different Death Benefit type for each Coverage. Prudential shows the Death Benefit type in each Covered Person's Benefit Summary Report. The Attained Age Factors are shown in the Table of Attained Age Factors attached to this Group Contract. For the purposes of computing the Death Benefit, if a Coverage Fund is less than zero, Prudential will consider it to be zero.

For all Death Benefit types, when a Covered Person attains age <sup>K</sup>[100-121], the Coverage's Death Benefit will equal the Cash Value, less any Coverage Debt outstanding and any past due monthly charges for such Coverage. See **Attainment of Age** <sup>K</sup>[100-121].

**Type A (fixed):** With respect to each Coverage, the Death Benefit on any date is equal to the greater of: (1) the Coverage Amount (as shown in the Benefit Summary Report); or (2) the Coverage Fund before deduction of the allocable portion of any monthly charges due on that date plus, if applicable, any adjustment due under the Return of Charges provision described under Surrender, multiplied by the applicable Attained Age Factor.

**Type B (variable):** With respect to each Coverage, the Death Benefit on any date is equal to the greater of: (1) the Coverage Amount (as shown in the Benefit Summary Report) plus the Coverage Fund before deduction of the allocable portion of any monthly charges due on that date; or (2) the Coverage Fund before deduction of the allocable portion of any monthly charges due on that date plus, if applicable, any adjustment

due under the Return of Charges provision described under Surrender, multiplied by the applicable Attained Age Factor.

**Type C (return of premium):** With respect to each Coverage, the Death Benefit on any date is equal to the greater of: (1) the Coverage Amount (as shown in the Benefit Summary Report) plus the total premium contributions paid for such Coverage minus total withdrawals from the Coverage Fund both accumulated with interest at the rate(s) shown in the Schedule of Benefits; or (2) the Coverage Fund before deduction of the allocable portion of any monthly charges due on that date plus, if applicable, any adjustment due under the Return of Charges provision described under Surrender, multiplied by the applicable Attained Age Factor. Premiums paid in connection with a reinstatement are not used in the calculation to determine the Type C (return of premium) Death Benefit.

For all death benefit types to determine the Death Benefit, Prudential may use the greater amount under (2) above to ensure that the Coverage complies with the Internal Revenue Code's definition of life insurance.

**Changing the Type C (return of premium) Death Benefit Interest Rate:** The Contract Holder may change the interest rate for Coverages that provide for a Type C Death Benefit once each Coverage Year. The Contract Holder may choose a rate between 0% and 8% in 1/2% increments. The change will become effective on the Monthly Date on or after the date Prudential receives the request from the Contract Holder. Any change in interest rate for a Type C Death Benefit will apply to every Type C Death Benefit under this Group Contract. All changes in Type C interest rates are applied prospectively. The interest rate applicable to each Type C Death Benefit is shown in the Schedule of Benefits.

**Changing the Type of Death Benefit:** Subject to the restrictions set forth below, the Contract Holder may change the type of Death Benefit any time after issue and subject to Prudential's approval. Prudential will increase or decrease the affected Covered Person's Coverage Amount so that the Death Benefit immediately after the change, generally, matches the Death Benefit immediately before the change. The Basic Insurance after a change may not be lower than the Minimum Basic Insurance for each Covered Person. In addition, the sum of the Basic Insurance and the Target Term Insurance must equal or exceed the Minimum Coverage Amount stated in the Schedule of Benefits.

**From a Type A (fixed) Death Benefit:** After issue, the Contract Holder may not change from a Type A (fixed) Death Benefit to a Type B (variable) Death Benefit or Type C (return of premium) Death Benefit.

**From a Type B (variable) Death Benefit:** If the Contract Holder is changing from a Type B (variable) to a Type A (fixed) Death Benefit, Prudential will increase the Coverage Amount by the amount in the Coverage Fund for the affected Covered Persons on the date the change takes effect.

If the Contract Holder chooses a Type B (variable) Death Benefit at issue, the Contract Holder will NOT be able to change to a Type C (return of premium) Death Benefit after issue.

**From a Type C (return of premium) Death Benefit:** If the Contract Holder changes the Death Benefit type from a Type C (return of premium) to a Type A (fixed) Death Benefit, Prudential will change the Coverage Amount for Coverages affected by this change. Prudential will add to the Coverage Amount the total premiums allocated to each Covered Person minus total withdrawals allocated to each Covered Person both, credited with interest at the rate(s) chosen by the Contract Holder on the date the change takes effect.

If the Contract Holder chooses a Type C (return of premium) Death Benefit at issue, the Contract Holder will NOT be able to change to a Type B (variable), Death Benefit after issue.

To request a change, the Contract Holder must fill out an application for change, which can be obtained from the Contract Holder's registered representative or a Service Office. If Prudential approves the change, Prudential will recompute the affected Coverage's charges and appropriate tables and send the Contract Holder a new Benefit Summary Report for each affected Coverage. Prudential may require the Contract Holder to send the Group Contract before making the change. There may be circumstances under which a change in the Death Benefit type may cause the affected Coverage to be classified as a Modified Endowment Contract. See **Modified Endowment Contracts**.

**Target Term Insurance:** This Group Contract may provide Target Term Insurance which may be payable on the death of a Covered Person. Any such benefit will be payable only if the applicable Coverage under this Group Contract is not in default past the grace period at the time of the death.

The Target Term Insurance provides a flexible term insurance benefit to Attained Age 100 of a Covered Person. The Contract Holder specifies the amount of Target Term Insurance the Contract Holder desires with respect to each Covered Person. That amount will be shown in each Covered Person's Benefit Summary Report. For each Covered Person, the sum of the Basic Insurance and the Target Term Insurance equals the Coverage Amount.

The value of the Target Term Insurance fluctuates as the value of the Basic Insurance changes under certain circumstances. If the Coverage Fund has grown to the point where the Basic Insurance begins to vary as required by the Internal Revenue Code's definition of life insurance, the Target Term Insurance will decrease (or increase) dollar for dollar as the Basic Insurance increases (or decreases). It is possible for the Coverage Fund and, consequently, the Basic Insurance, to grow to the point where the Target Term Insurance is reduced to zero. If the Coverage provides for a Type A (fixed) Death Benefit and the Contract Holder takes a withdrawal from the Coverage Fund of such Coverage, Prudential may reduce the Basic Insurance and the Target Term Insurance proportionately if the Death Benefit was previously increased to meet the definition of life insurance.

**Increases in Basic Insurance and/or Target Term Insurance:** After any Coverage's first Coverage Anniversary and effective as of a Monthly Date, the Contract Holder may request an increase in the amount of insurance by increasing a Coverage's Basic Insurance and/or the Target Term Insurance, thus, creating an additional Coverage Segment within such Coverage. The increase will be subject to Prudential's underwriting requirements.

The following conditions must be met:

- (1) the Contract Holder must ask for the change in a form that meets Prudential's needs;
- (2) the amount of the increase must be at least equal to the minimum increase in Basic Insurance and/or Target Term Insurance shown in the Schedule of Benefits;
- (3) the Contract Holder must prove to Prudential that the Covered Person is insurable for any increase;
- (4) the Coverage must not be in default; and
- (5) if Prudential asks the Contract Holder to do so, the Contract Holder must send Prudential the Group Contract to be endorsed.

If Prudential approves the change for any Coverage, Prudential will send the Contract Holder a new Benefit Summary Report for each such Coverage showing the amount and effective date of the change. The affected Covered Person must be living on the effective date for the change to be effective.

The Contract Holder may request scheduled increases on designated Coverage Anniversaries:

- (1) for the Target Term Insurance only; or
- (2) if a Coverage at issue includes Basic Insurance and Target Term Insurance, so long as the scheduled increase proportionately increases the Basic Insurance and Target Term Insurance.

All increases are effective on designated Coverage Anniversaries. The schedule of increases must meet the following additional conditions:

- (1) the amount of each scheduled increase must be at least equal to the minimum increase in Basic Insurance and/or the Target Term Insurance shown in the Schedule of Benefits;

- (2) the amount of a scheduled increase is limited annually to no more than 20% of the Coverage Amount at issue. In addition, for the life of the Coverage, the sum of all scheduled increases may not exceed a maximum of four (4) times the Coverage Amount at issue for each fully underwritten Coverage or two (2) times the Coverage Amount at issue for each simplified issue or guaranteed issue Coverage.
- (3) increases for any Coverage cannot be scheduled to take place after the affected Covered Person's Attained Age 70; and
- (4) a Coverage with a scheduled increase must not be in default on the effective date of the scheduled increase;

If the Contract Holder requests an unscheduled increase, the Contract Holder must supply Prudential with a new schedule. The new schedule must also conform to the same limitations, but for the purposes of calculating the limitations, the Contract Holder may use the Coverage Amount after the unscheduled increase. These are Prudential's current guidelines. Prudential may change these conditions at any time upon notice to the Contract Holder.

The maximum COI rates for a Coverage Segment representing an increase in the Basic Insurance and the Target Term Insurance are based upon the mortality table used to calculate the maximum COI shown in the Schedule of Charges, the Attained Age at the effective date of the increase and the number of years since then, sex (except where unisex rates apply), and Extra Rating class, if any. The NAR (the Death Benefit minus the Coverage Fund) for a Coverage is allocated to each Coverage Segment based on the proportion of the Coverage Segment to the total of all Coverage Segments for a Coverage. The Attained Age Factor for a Coverage with an increase in the Basic Insurance and/or the Target Term Insurance is based on the Covered Person's Attained Age for the initial Coverage Segment.

The Free-Look period is not applicable to increases to the Basic Insurance or Target Term Insurance. Increases in Basic Insurance and/or Target Term Insurance create Additional Returnable Charges. The Additional Returnable Charges are subject to the Return of Charges provision with the same Return of Charges Period that was applicable to the Returnable Charges at issue.

Payment of premium in conjunction with an increase in Basic Insurance and/or the Target Term Insurance may cause an affected Coverage to be classified as a Modified Endowment Contract. See **Modified Endowment Contracts**.

**Decreases in Basic Insurance and/or Target Term Insurance:** The Contract Holder may request a decrease in the Basic Insurance and/or the Target Term Insurance without withdrawing any Cash Value. A decrease in the Basic Insurance and/or Target Term Insurance will reduce the Coverage Amount and the monthly deductions for the cost of insurance.

The following conditions must be met:

- (1) the Contract Holder must ask for the change in a form that meets Prudential's needs;
- (2) the amount of the decrease must be at least equal to the minimum decrease in the Basic Insurance and/or the Target Term Insurance shown in the Schedule of Benefits;
- (3) the Basic Insurance and/or the Target Term Insurance after the decrease must be at least equal to the Minimum Basic Insurance and /or the Target Term Insurance shown in the Schedule of Benefits; and
- (4) if Prudential asks the Contract Holder to do so, the Contract Holder must send Prudential the Group Contract to be endorsed.

If Prudential approves the decrease for any Coverage, Prudential will send the Contract Holder a new Benefit Summary Report for each such Coverage showing the amount and effective date of the change.

For Coverages with more than one Coverage Segment, a decrease in Basic Insurance and/or the Target Term Insurance will reduce each Coverage Segment on a last in first out basis.

Prudential may decline a request to decrease the Basic Insurance and/or the Target Term Insurance for any Coverage if Prudential determines it would cause the affected Coverage to fail to qualify as "life insurance" for purposes of Section 7702 of the Internal Revenue Code.

If the Basic Insurance and/or the Target Term Insurance is decreased for any Coverage, there is a possibility that affected Coverage will be classified as a Modified Endowment Contract. See **Modified Endowment Contracts**.

**Attainment of Age <sup>K</sup>[100-121]:** For all Death Benefit types, when a Covered Person attains age <sup>K</sup>[100-121], the Coverage's Death Benefit will equal the Cash Value, less any Coverage Debt outstanding and any past due monthly charges. For such Coverage, Prudential will then no longer deduct monthly charges for the Cost of Insurance for Basic Insurance and Target Term Insurance, if any, nor accept any contributions.

Prudential will continue to collect the monthly Mortality and Expense Risk Charge and Administrative Charge.

## **B. BENEFICIARY.**

The Beneficiary for the Coverage, prior to any assignment of Coverage to a Covered Person, is the Contract Holder.

If the Contract Holder assigns Coverage to a Covered Person, the Covered Person's designation of the Contract Holder as Beneficiary in the Consent Form is automatically revoked. The Covered Person must designate a new Beneficiary by giving written notice to Prudential on a form acceptable to Prudential. If the Covered Person designated a Personal Beneficiary, then upon the assignment, the Personal Beneficiary automatically becomes the Beneficiary for the entire Death Benefit. If the Covered Person does not designate a Beneficiary, then the Covered Person's estate is the Beneficiary.

At the Contract Holder's discretion and with Prudential's consent, the Contract Holder may permit a Covered Person to designate an individual, trust or any other legal entity who will receive a portion of the Death Benefit with respect to such Coverage (each, a "Personal Beneficiary"). If permitted to designate a Personal Beneficiary, the Covered Person will designate his or her Personal Beneficiary on a form acceptable to Prudential. The portion of the Death Benefit allocable to a Personal Beneficiary will be shown in such form.

The Covered Person may change his or her Personal Beneficiary designation by giving written notice to Prudential on a form acceptable to Prudential. The Covered Person's Personal Beneficiary will be shown in the Benefit Summary Report.

The Contract Holder may revoke the Covered Person's Personal Beneficiary designation at any time prior to the death of a Covered Person or assignment of Coverage to a Covered Person. Such revocation is effective upon Prudential's receipt of the revocation notice in Good Order on a form acceptable to Prudential. Upon such revocation, the Contract Holder is the Beneficiary for the entire Death Benefit.

Prudential reserves the right to decide what proof of identity, age or other facts about any persons designated as Personal Beneficiaries it may require before it makes a payment to a Personal Beneficiary.

## **C. PREMIUM PAYMENT AND PREMIUM ALLOCATION.**

Premium payments will be made solely by the Contract Holder. Covered Persons may not make premium payments. The Contract Holder's total premium payment on the Coverage Effective Date must be at least equal to the Minimum Initial Premium set forth in the Schedule of Benefits. There is no coverage under this Group Contract until that premium contribution is paid, all required forms are submitted and are accepted by Prudential, and each Covered Person has executed a valid Consent Form. Prudential may permit the Group Contract and a Coverage to be backdated up to six (6) months from the Contract Date and the Coverage Effective Date, respectively. If Prudential agrees to backdate the Contract Date and a Coverage Effective

Date, then the Contract Holder's initial premium payment must be sufficient to cover all charges described in the Schedule of Charges for up to a six (6) month period, including Premium Loads, COI, Mortality and Expense Risk Charges and Administrative Charges.

The Contract Holder will determine each Covered Person's portion of the premium payment. Prudential will then deduct the Covered Person's applicable Premium Load from the Covered Person's premium portion. See **Schedule of Charges**. Prudential will then deduct the Covered Person's portion of the first month's COI, Mortality and Expense Risk Charge, and Administrative Charge (such charges will be prorated if the date a person becomes insured is other than the first day of the month). The balance is the Covered Person's Net Premium which is then allocated to the Covered Person's Coverage Fund on the payment date. See **Premium Allocation**.

The Contract Holder may return the Group Contract for a refund within the later of 30 days of the date of the Application or 10 days after the Contract Holder receives it. The Contract Holder will receive a refund of no less than premiums (including fees and charges) applied to the separate account adjusted for investment gains and losses, plus premiums (including fees and charges) applied to the Fixed Interest Rate Option. A Group Contract returned according to this provision shall be deemed void from the beginning.

Prudential will allocate immediately the Net Premium to the Variable Investment Options or Fixed Interest Rate Option as instructed by the Contract Holder.

**Additional Premium Payments:** Subject to the limitations below, additional premium contributions may be paid at any time during the lifetime of each Covered Person as long as the Coverage for such Covered Person is not in default beyond the grace period. Subsequent premium payments are subject to a minimum payment for the Group Contract. See **Schedule of Benefits**. Such subsequent premium payment will be reduced for the Premium Load as described in the Schedule of Charges. Premium contributions may be paid in accordance with the General Rules. Prudential will provide a signed receipt upon request.

Prudential may refuse to accept a premium payment:

- (1) that would, in the opinion of Prudential, cause a Coverage to fail to qualify as life insurance under applicable tax law;
- (2) that increases the Death Benefit by more than it increases the Coverage Fund; and
- (3) if the NAR exceeds the Net Amount at Risk Maximum at issue stated in the Schedule of Benefits. Prudential will only accept any premium payment necessary to keep a Coverage in force.

Furthermore, there are circumstances under which the payment of premiums in amounts that are too large may cause a Coverage to be characterized as a Modified Endowment Contract. If the Contract Holder makes a payment that would cause a Coverage to be characterized as a Modified Endowment Contract, Prudential will send the Contract Holder a letter to advise the Contract Holder of the Contract Holder's options. Generally, the Contract Holder has 60 days from when Prudential received the Contract Holder's payment to remove the excess premiums and any accrued interest. If the Contract Holder chooses not to remove the excess premium and accrued interest, the affected Coverage will become permanently characterized as a Modified Endowment Contract.

**Modified Endowment Contracts:** Section 7702A of the Internal Revenue Code defines Modified Endowment Contracts as those life insurance contracts issued or materially changed on or after June 21, 1988 on which the total premium paid during the first seven (7) years exceed the amount that would have been paid if the contract provided for paid up benefits after seven (7) level annual premiums. Under certain conditions, a contract may become a modified endowment contract, or may become subject to a new seven year testing period as a result of a "material change" or a "reduction in benefits" as defined by Section 7702A(c) of the Internal Revenue Code.

A Coverage could be classified as a Modified Endowment Contract if premiums in amounts that are too large are paid or a decrease in the Coverage Amount is made during a seven (7) year testing period. The addition

of an increase in the Coverage Amount may also cause a Coverage to be classified as a Modified Endowment Contract if a significant premium is paid in conjunction with an increase.

Under current tax law, if a Coverage is classified as a Modified Endowment Contract, then amounts the Contract Holder receives under a Coverage before the Covered Person's death, including loans and withdrawals, are included in income to the extent that the Coverage Fund exceeds the premiums paid for such Coverage increased by the amount of any loans previously included in income and reduced by any untaxed amounts previously received other than the amount of any loans excludible from income. An assignment of a Modified Endowment Contract is taxable in the same way. These rules also apply to pre-death distributions, including loans and assignments, made during the two-year period before the time that a Coverage became a Modified Endowment Contract.

**Premium Allocation:** Each Covered Person's Net Premium will be allotted to one or more of the Variable Investment Options and/or the Fixed Rate Interest Option shown in the List of Investment Options. The total allotment for all Covered Persons for each Investment Option will be made as instructed by the Contract Holder, on a form acceptable to Prudential, as of the end of the Valuation Period in which it is received in Good Order. The total allocation to all selected investment options must equal 100%.

The Contract Holder may change the allocation for future Net Premium contributions at any time if this Group Contract is not in default. To change the allocations, the Contract Holder must notify Prudential in a form approved by Prudential. The change will take effect on the date Prudential receives notice from the Contract Holder. Prudential will send the Contract Holder a confirmation of the transaction.

**Default Allocation:** Prudential will allocate premiums immediately to the money market variable investment option in the following circumstances:

- (1) a premium contribution or transfer request would exceed the Fixed Interest Rate Option limits; or
- (2) a premium contribution or transfer request would exceed a limit applicable to any variable investment option, or the underlying Fund is unable to accept the allocation for any reason.

The Contract Holder may reallocate from the money market variable investment option by providing new allocation instructions acceptable to Prudential.

#### **D. COVERAGE FUND.**

On the Coverage Effective Date, when the Contract Holder makes the first premium payment, the applicable Net Premium, less any charges due on or before that day, becomes the Coverage Fund for each Covered Person. After the Coverage Effective Date, a Covered Person's Coverage Fund is equal to what it was on the prior day *plus* these items:

- (1) any of the Covered Person's Net Premiums credited that day;
- (2) the Covered Person's portion of any increase in the market value of the assets held in the Variable Investment Options to which Net Premiums for that Covered Person have been allocated;
- (3) the Covered Person's portion of any interest credited to the Covered Person's allocation of Net Premiums to the Fixed Interest Rate Option;
- (4) any interest credited on the Covered Person's Loan Account, if any; and
- (5) the Covered Person's portion of any amount credited in accordance with the General Rules;

and *less* any of the Covered Person's portion of these items applicable that day:

- (6) any decrease in the market value of the assets held in the Variable Investment Options to which Net Premiums for that Covered Person have been allocated;
- (7) any amount charged in the Schedule of Charges;

- (8) any withdrawals;
- (9) any refunds or charges made in accordance with the General Rules; and
- (10) any adjustment due to the termination of coverage for such Covered Person.

#### **E. DEDUCTION OF CHARGES.**

Prudential will automatically deduct the applicable charges due from each Covered Person's Coverage Fund.

When coverage ends for whatever reason, Prudential will determine and deduct the charges due in accordance with the Schedule of Charges through the date coverage ends.

#### **F. VARIABLE INVESTMENT OPTIONS.**

Each Variable Investment Option under this Group Contract is a sub-account of a Separate Account of Prudential. Each Variable Investment Option invests in the shares of a Fund. The Variable Investment Options available under this Group Contract are shown in the List of Investment Options. Each Fund has its own investment objective and associated risks which are described in the accompanying Fund prospectuses.

Amounts the Contract Holder allocates to the Variable Investment Options may grow in value, decline in value or grow less than the Contract Holder expects, depending on the investment performance of the Variable Investment Options the Contract Holder chooses. The Contract Holder bears the investment risk that the Funds may not meet their investment objectives. The Contract Holder may lose its entire investment in the Variable Investment Options.

Prudential may establish additional Variable Investment Options. Prudential will notify the Contract Holder within one (1) year if Prudential does so. Prudential may also eliminate existing Variable Investment Options, but only, where required, with the consent of the SEC and, where required, of the insurance regulator of the state of domicile of Prudential and/or the Governing Jurisdiction of this Group Contract.

A Separate Account is a segregated asset account established by Prudential. Prudential is the owner of the assets in the Separate Account, including for federal income tax purposes. Prudential keeps the assets of the Separate Account separate from the assets of its general account. As authorized by the terms of Section 17B:28-9(c) of the New Jersey Insurance Code, the assets held in the Separate Accounts shall not be chargeable with liabilities arising out of any other business of Prudential. For this purpose, "Assets" means only those Assets held in the Separate Accounts needed to satisfy Prudential's obligations under the contracts that participate in such Separate Accounts. Assets held in each Variable Investment Option shall not be chargeable with liabilities arising in connection with any other Variable Investment Option.

In addition to these assets, the Separate Account's assets may include amounts contributed by Prudential to commence operation of the Separate Account and may include accumulations of the charges Prudential makes against the Separate Account. From time to time, Prudential will transfer these additional amounts to its general account. Before making any such transfer, Prudential will consider any possible adverse impact the transfer might have on the Separate Account.

The assets of the Separate Account shall be available to cover the liabilities of the general account only to the extent that the assets exceed the liabilities of the Separate Account arising under the variable universal life insurance policies supported by the Separate Account.

Income, gains and losses, whether or not realized, from assets allocated to a Variable Investment Option, shall be credited to or charged against such Variable Investment Option without regard to other income, gains or losses of Prudential.

**Separate Account Investments:** Prudential may invest the assets of different Separate Accounts in different ways. Prudential will do so only, where required, with the consent of the SEC and, where required, of the insurance regulator of the state of domicile of Prudential and/or the Governing Jurisdiction of this Group Contract. Prudential may change the investment policy of the Separate Account but only with the consent of the insurance regulator of the state of domicile of Prudential and/or the Governing Jurisdiction of

this Group Contract, where required. That approval process is on file with the insurance regulator of the Governing Jurisdiction of this Group Contract, where required.

**Valuation:** Prudential records and tracks the value of each Contract Holder's interest in a Variable Investment Option by converting each premium payment into units (each a "Unit") of the Variable Investment Option or Variable Investment Options selected, by dividing the amount of the premium payment by the unit value of the Variable Investment Option to which that premium payment amount has been allocated.

The value of each Unit changes each Business Day (as defined below) to reflect the investment results, expenses and charges of the Variable Investment Option and the corresponding Fund. The value of each Unit is determined when the net asset value of each Fund is calculated, which is generally at the close of the regular trading session of the New York Stock Exchange ("NYSE") each day the NYSE is open (a "Business Day").

On any given Business Day, the value of a Variable Investment Option Unit will be determined by multiplying the value of such Unit for the preceding Business Day by the net investment factor for that Variable Investment Option for the current Business Day. The net investment factor for any Business Day is determined by dividing the value of the Variable Investment Option assets for that day by the value of the Variable Investment Option assets for the preceding Business Day (ignoring, for this purpose, changes resulting from new premium payments and withdrawals).

Prudential converts the dollar amounts of the monthly charges, the Cost of Insurance, Mortality and Expense Risk Charge, and Administrative Charge, into Units. The resulting number of Units are deducted pro-rata from the Variable Investment Options invested in by the Contract Holder.

Amounts may be transferred from one available Variable Investment Option to another available Variable Investment Option or Variable Investment Options. The transfer may be made in dollars or in terms of a percentage reallocation among Variable Investment Options. In order to account for the transfer, Prudential converts the dollar amount or percentage amount into Units; the resulting number of Units are transferred. Transfers may be subject to limitations. See **Transfers**.

## **G. FIXED INTEREST RATE OPTION.**

The Contract Holder may choose to allocate, initially or by transfer, all or part of the Coverage Funds to the Fixed Interest Rate Option. Contributions to, and withdrawals from, the Fixed Interest Rate Option are limited. The Contract Holder cannot make a contribution or transfer to the Fixed Interest Rate Option if the total value of the amounts in the Fixed Interest Rate Option under all employer owned life insurance, including this Group Contract, issued by Prudential and owned by the Contract Holder or its trust, and the value of the proposed contribution or transfer would exceed \$25,000,000 as of the effective date of such transaction. Transfers to or from the Fixed Interest Rate Option are further restricted. See **Transfers**.

The amounts allocated to the Fixed Interest Rate Option become part of Prudential's general account. The general account consists of all assets owned by Prudential other than those in the Separate Account and in other separate accounts that have been or may be established by Prudential. Subject to applicable law, Prudential has sole discretion over the investment of the general account assets and Contract Holders do not share in the investment experience of those assets. Instead, Prudential guarantees that the part of the Coverage Funds allocated to the Fixed Interest Rate Option will accrue interest daily at an effective annual rate that Prudential declares periodically, but not less than an effective annual rate of 2%. Prudential is not obligated to credit interest at a rate higher than an effective annual rate of 2%, although Prudential may do so.

Prudential has the right to postpone paying any part of a withdrawal or surrender that is to come from the Fixed Interest Rate Option for up to six (6) months.

## **H. TRANSFERS.**

The Contract Holder may, for each Coverage, transfer amounts into or out of the Variable Investment Options twice per calendar month, up to 24 transfers per calendar year. Transfer limitations are applied on a

per Coverage basis, not per Group Contract. Certain restrictions apply to transfers from the Fixed Interest Rate Option. Certain Variable Investment Options may have additional restrictions.

Each transfer must be made by written notice, in a form acceptable to Prudential, sent to the Service Office via electronic mail, facsimile or U.S. mail.

There is an administrative charge shown in the Schedule of Charges, for each transfer.

This Group Contract may be purchased by a corporation or other entity as a means to informally finance the liabilities created by an employee benefit plan, and to this end such corporation or entity may allocate amounts under this Group Contract on an aggregate basis in order to match the liabilities under such plan. Subject to Prudential's approval, Group Contracts sold under these circumstances are eligible for special transfer privileges. In lieu of the two (2) transfers per calendar month restriction, the Contract Holder may transfer amounts among the Variable Investment Options without limitation in order to match the allocations among the Variable Investment Options in this Group Contract to the allocations made by participants under the employee benefit plan. Prudential will monitor aggregate trades among the Variable Investment Options for frequency, pattern and size for potentially harmful investment practices. If Prudential detects trading activity that it believes may be harmful to the overall operation of any Variable Investment Option or underlying Fund, Prudential may withdraw the special transfer privilege and require that all subsequent transfers be limited to two (2) per month, 24 per calendar year.

While Prudential seeks to identify and prevent disruptive frequent trading activity, it may not always be possible to do so. Therefore no assurance can be given that the restrictions Prudential imposes will be successful in preventing all disruptive frequent trading and avoiding harm to long-term investors. The restrictions described in these paragraphs will be applied uniformly to all Contract Holders subject to the restrictions.

Transfers among Variable Investment Options will take effect as of the end of the Valuation Period in which a transfer request is received in Good Order at the Prudential Service Office listed in the General Rules. The request may be in terms of dollars, such as a request to transfer \$5,000 from one Variable Investment Option to another, or may be in terms of a percentage reallocation among Variable Investment Options. The total allocation to all selected investment options must equal 100%.

All transfers made during the period from the opening of a Business Day (usually 9:00 a.m. Eastern time) to the close of that Business Day (usually 4:00 p.m. Eastern time) are considered one (1) transfer.

Transfers out of the Money Market investment option will not be made until 10 days after the Contract Holder receives this Group Contract or such longer period as may be required by applicable law. Such transfers and any transfers due to any fund closures or mergers will not be considered toward any applicable transfer limit.

**Fixed Interest Rate Option:** Notwithstanding any other transfer restriction or privilege for all Coverages and Contract Holders, only one (1) transfer per Covered Person from the Fixed Interest Rate Option will be permitted during each Coverage Year. The maximum amount a Contract Holder may transfer out of the Fixed Interest Rate Option each Coverage Year is the greater of: (a) 25% of the largest amount in the Fixed Interest Rate Option over the prior four Coverage Years; and (b) \$ 2,000. Prudential may change these limits in the future or waive these restrictions for limited periods of time in a non-discriminatory way.

Prudential will adjust transfers out of the Fixed Interest Rate Option due to withdrawals so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded. If the Fixed Interest Rate Option is the only investment option, Prudential will reduce the amount of the withdrawal so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded.

Transfers **to** the Fixed Interest Rate Option are further restricted. The Contract Holder cannot make a contribution or transfer to the Fixed Interest Rate Option if the total value of the amounts in the Fixed Interest Rate Option under all employer owned life insurance, including this Group Contract, issued by Prudential and owned by the Contract Holder or its trust, plus the value of the proposed contribution or transfer would exceed \$25,000,000 as of the effective date of such transaction. The restriction on transfers to the Fixed

Interest Rate Option applies to all Coverages and all Contract Holders notwithstanding any other transfer restriction or privilege.

**Additional Transfer Restrictions:** This Group Contract was not designed for professional market timing organizations, other organizations, or individuals using programmed, large, or frequent transfers. Large or frequent transfers among Variable Investment Options in response to short-term fluctuations in markets, sometimes called “market timing”, can make it very difficult for Fund advisers/sub-advisers to manage the Variable Investment Options. Large or frequent transfers may cause a Fund to hold more cash than otherwise necessary, disrupt management strategies, increase transaction costs, or affect performance to the disadvantage of other Contract Holders or other Fund investors.

If Prudential (in its discretion) believes that a pattern of transfers or a specific transfer request, or group of transfer requests, may have a detrimental effect on the performance of the Variable Investment Options, or Prudential is informed by a Fund (e.g., by the Fund’s adviser/sub-advisers) that the purchase or redemption of interests in the Variable Investment Option must be restricted because the Fund believes the transfer activity to which such purchase or redemption relates would have a detrimental effect on performance of the affected Variable Investment Option, Prudential may modify a Contract Holder’s right to make transfers by restricting the number, timing, and amount of transfers or may prohibit transfer requests by such Contract Holder. Prudential may prohibit transfer requests made by an individual acting under a power of attorney on behalf of more than one Contract Holder. Prudential will immediately notify the Contract Holder at the time of a transfer request if Prudential exercises this right.

Any restrictions on transfers will be applied uniformly to all persons who own Group Contracts like this one, and will not be waived, except as described above with respect to transfers from the Fixed Interest Rate Option. However, due to the discretion involved in any decision to exercise Prudential’s right to restrict transfers, it is possible that some Contract Holders may be able to effect transactions that could affect Fund performance to the disadvantage of other Contract Holders and other Fund investors.

## **I. SURRENDER.**

While a Covered Person is living the Contract Holder may choose to surrender the Coverage for one, some or all Covered Persons at any time. To do so, it must notify Prudential in writing on a form acceptable to Prudential, specifying which Coverages it wishes to surrender. Prudential may require the Contract Holder to send it this Group Contract, if all the Coverages are surrendered, and/or the Benefit Summary Report for each Covered Person, if a Coverage is surrendered. The Coverage will end on the date the request is received in Good Order. Prudential will pay the Surrender Value to the Contract Holder in a lump sum. The Net Cash Value at any time for any Covered Person is the Coverage Fund less any applicable Coverage Debt. If a Coverage is in default, the Net Cash Value is zero.

To surrender this Group Contract, the Contract Holder must surrender all Coverages. Any issued Assignment Certificates remain in force and are not affected by the surrender of the Group Contract.

When this provision becomes effective and the Coverage ends, Prudential will not make any changes set forth in the General Rules.

For any surrendered Coverage, Prudential will compute the Surrender Value and make payments to the Contract Holder as follows:

- (1) Prudential first will calculate any Coverage Debt and any charges due in accordance with the Schedule of Charges.
- (2) Next, Prudential will deduct the total of the amounts in (1) above from the surrendered Coverage Funds to which such charges apply. The deductions will take place on the date Prudential receives the surrender request in Good Order.
- (3) Prudential will add any amounts due under the return of charges provision, if applicable.

After the total amounts are calculated above, Prudential will usually pay any Surrender Value within seven (7) days after Prudential receives the request from the Contract Holder and this Group Contract, if Prudential requires it, at the Prudential Service Office. Payments will be made by wire transfer to the account designated by the Contract Holder unless the Contract Holder requests otherwise.

Prudential may delay payment of proceeds from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

Prudential may delay payment of the Surrender Value attributable to the Fixed Interest Rate Option for up to six (6) months. Prudential will pay interest as required by applicable law if such a payment is delayed for more than 30 days.

**Return of Charges:** If a Coverage is fully surrendered within the first <sup>1</sup>[eleven (11)] Coverage Years, or if this Group Contract is fully surrendered within the first <sup>1</sup>[eleven (11)] Coverage Years, Prudential may return some portion of the charges paid prior to the date of surrender ("Returnable Charges"). The return of charges is not guaranteed. **The Contract Holder should consult its tax advisers and accountants regarding the tax treatment of the Return of Charges.**

The Premium Load and COI applicable to the surrendered Coverage for the Basic Insurance and Target Term Insurance are Returnable Charges. The following charges are not Returnable Charges: Mortality and Expense Risk Charge, Administrative Charge, Transaction Charge, and Fund Charges.

Increases in Basic Insurance and/or Target Term Insurance create Additional Returnable Charges. The Additional Returnable Charges are subject to the Return of Charges provision with the same Return of Charges Period that was applicable to the Returnable Charges at issue.

There is no return of charges for a Coverage if any of the following conditions exist:

- (1) the surrender is in connection with a 1035 exchange or any similar Internal Revenue Code provision providing for a tax-advantaged exchange of insurance contracts;
- (2) such Coverage has been assigned to any Covered Person prior to the date of surrender; or
- (3) such Coverage is in default beyond the grace period on the date of surrender.

Prudential uses a formula to determine the Returnable Charges. For each Coverage, the Return of Charges Period begins in month <sup>1</sup>[one (1)] from the Coverage Effective Date and extends to month <sup>1</sup>[132] from the Coverage Effective Date, with declining factors from month <sup>1</sup>[13] to month <sup>1</sup>[132]. The Return of Charges Period for an Additional Person begins on the Coverage's Coverage Effective Date. The current factors range from <sup>1</sup>[95%] in month <sup>1</sup>[13] to <sup>1</sup>[2.1%] in month <sup>1</sup>[132] and are available upon request. These factors are applied to the cumulative Premium Loads and COIs. The Return of Charges Period and all factors are not guaranteed and may be changed at any time if future expectations in investment earnings, persistency and/or expenses (including taxes) differ from the assumptions made in pricing this life insurance product.

Returnable Charges are not a part of the Coverage Fund. This means that Returnable Charges:

- (1) are not allocated to the Variable Investment Options or the Fixed Interest Rate Option;
- (2) are not available for loans; and
- (3) are not available for withdrawals.

The Return of Charges Period and all factors are not guaranteed and may be modified or discontinued by Prudential on a class basis. The Return of Charges provision is not available for a Coverage that the Contract Holder has assigned to a Covered Person.

## J. WITHDRAWALS.

The Contract Holder may make withdrawals from a Coverage or multiple Coverages subject to the following conditions and the remainder of this section:

- (1) the Contract Holder must ask for the withdrawal in a form approved by Prudential;
- (2) each Coverage's Net Cash Value after withdrawal may not be less than an amount equal to the total charges for one (1) month for each such Coverage;
- (3) the Contract Holder may not withdraw less than the minimum amount shown in the Schedule of Benefits;
- (4) the Basic Insurance and/or Target Term Insurance for each Covered Person after a withdrawal must be at least equal to the Minimum Basic Insurance and/or Minimum Target Term Insurance shown in the Schedule of Benefits;
- (5) the sum of the Basic Insurance and the Target Term Insurance must equal or exceed the Minimum Coverage Amount shown in the Schedule of Benefits; and
- (6) for each Covered Person with a Type A (fixed) Death Benefit, Prudential may ask for proof that the Covered Person is insurable for the resulting increase in the Net Amount at Risk.

Any amount withdrawn may not be repaid except as a premium contribution subject to charges. Prudential may refuse a request for a withdrawal that would, in the opinion of Prudential, cause the affected Coverage to fail to qualify as life insurance under applicable tax law.

**Effect on a Coverage Fund:** The Contract Holder instructs Prudential which Covered Person's Coverage Funds will be reduced by the withdrawal amount. An amount equal to the reduction in each Covered Person's Coverage Fund will be withdrawn proportionally from the Variable Investment Options and the Fixed Interest Rate Option unless the Contract Holder directs otherwise. The Contract Holder may not direct a withdrawal to come from the Fixed Interest Rate Option. Prudential will adjust the withdrawal allocation so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded. If the Fixed Interest Rate Option is the only investment option, Prudential will reduce the amount of the withdrawal so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded.

Withdrawal of any portion of the Net Cash Value increases the risk that the affected Coverage Funds may be insufficient to provide a Death Benefit. If such a withdrawal is followed by unfavorable investment experience, the affected Coverages may go into default.

**Effect on Basic Insurance and Target Term Insurance:** Withdrawals will not affect the Basic Insurance or Target Term Insurance with respect to Type B (variable) or Type C (return of premium) Death Benefits except when the Coverage Amount has been increased to ensure that the Coverage continues to satisfy the Internal Revenue Code's definition of life insurance.

If the Contract Holder requests the withdrawal from a Coverage with a Type A Death Benefit and the withdrawal would cause the Net Amount at Risk to increase, the Contract Holder must prove to Prudential that such Covered Person is insurable for the increase. If the Covered Person is not insurable for the increase or the Contract Holder does not desire to maintain the original Coverage Amount, Prudential will reduce the Basic Insurance and Target Term Insurance, if any, proportionately, using a formula to ensure that the affected Coverages satisfy the definition of life insurance under Section 7702 of the Internal Revenue Code. If the Basic Insurance and Target Term Insurance are scheduled to change, Prudential will similarly adjust all remaining Basic Insurance and Target Term Insurance to offset the increase. The reduction in the Basic Insurance or Target Term Insurance will never be more than the withdrawal amount. If Prudential reduces the Basic Insurance or the Target Term Insurance, Prudential will recompute the charges and values for the affected Coverages. Prudential will send the Contract Holder a new Benefit Summary Report for the affected Coverages showing the new Face Amount(s).

After Prudential approves the withdrawal request, Prudential will usually pay any withdrawal amount within seven (7) days after Prudential receives the request from the Contract Holder and this Group Contract, if Prudential requires it, at the Prudential Service Office. Payments will be made by wire transfer to the account designated by the Contract Holder unless the Contract Holder requests otherwise. Prudential may delay payment of amounts from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

## **K. LOANS.**

Subject to the minimum loan requirement shown in the Schedule of Benefits and the requirements of this provision, the Contract Holder may at any time borrow any amount up to the current Loan Value of a Coverage less any existing Coverage Debt.

**Date of a Loan:** A loan may take place only on a Business Day. To take out a loan, the Contract Holder must request it on a form acceptable to Prudential. The dollar value of the loan will be paid to the Contract Holder within seven days after all the documents required for such a payment are received in Good Order. Prudential will determine the payment amount as of the end of the Valuation Period in which the necessary documents are received by Prudential. However, Prudential may delay payment of proceeds from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

**Loan Value:** If a Coverage is not in default, the Coverage's Loan Value at any time is equal to 100% of the Cash Value minus total charges for one (1) month.

If a Coverage is in default, the Loan Value is zero.

**Coverage Debt:** Coverage Debt for a particular Coverage at any time means the loan on such Coverage at that time, plus the interest Prudential has charged that is not yet due and that Prudential has not yet added to the loan.

**Loan Requirements:** For Prudential to approve a loan, the following requirements must be met:

- (1) the Contract Holder must assign the affected Coverage to Prudential as sole security for the loan;
- (2) the Covered Person must be living; and
- (3) the resulting Coverage Debt must not be more than the Loan Value.

If there is already Coverage Debt when the Contract Holder borrows from Prudential, Prudential will add the new amount the Contract Holder borrows to that debt.

**Interest Charge:** Prudential will charge interest daily on any loan. Interest is due on each Coverage Anniversary or when the loan is paid back, whichever comes first. If interest is not paid when due, it becomes part of the loan. Prudential will then also start to charge interest on it. Except as stated below, Prudential charges interest at an effective annual rate with a maximum of 5%.

**Preferred Loan:** Unless the Contract Holder asks Prudential otherwise, a portion of the amount the Contract Holder may borrow on or after the 10<sup>th</sup> Coverage Anniversary will be considered a Preferred Loan up to an amount equal to the maximum preferred loan amount described below. Preferred Loans are charged interest at an effective annual rate with a maximum of 4.5%.

**Maximum Preferred Loan Amount:** The maximum preferred loan amount available starting on the 10th Coverage Anniversary is (A) minus (B), where (A) is the total amount the Contract Holder may borrow, and (B) is the total premium contributions paid less total withdrawals, if any. If (B) is less than zero, Prudential will consider it to be zero.

**Effect on Coverage Fund:** When a Contract Holder takes a loan, the Contract Holder instructs Prudential which Coverage Funds will be affected by such loan. Prudential will transfer an amount equal to the loan proceeds and loan interest that becomes part of the loan if it is not paid when due first out of the Variable Investment Options and then the Fixed Interest Rate Option, as applicable, into the general account. Unless the Contract Holder instructs Prudential to take the loan amount from specific Variable Investment Options and Prudential agrees, the reduction first will be made from the Variable Investment Options in the same proportions as the value of each Variable Investment Option bears to the total value of all Variable Investment Options for the affected Covered Person. The loan amount is deducted from the Fixed Interest Rate Option only when insufficient amounts are deducted from the Variable Investment Options.

A Loan Account for each Covered Person that is part of the Covered Person's Coverage Fund will be set up in Prudential's general account whenever the Contract Holder takes out a loan. For each affected Coverage, while a loan is outstanding, the amount in the Loan Account will continue to be treated as part of the Coverage Fund. Prudential will credit the Loan Account with interest at an effective annual rate of 4%. On each Monthly Date, Prudential will increase the portion of the Coverage Fund in the investment options by interest credits accrued on the loan since the last Monthly Date. The maximum net interest rate spread of a standard loan is 1% and the maximum net interest rate spread of a preferred loan is 0.50%.

Prudential will not increase the portion of the Coverage Fund allocated to the Variable Investment Options and/or the Fixed Interest Rate Option by loan interest that is paid before Prudential makes it part of the loan. Prudential may change the manner in which Prudential allocates loan repayments. If Prudential makes such a change, Prudential will do so for all Group Contracts like this one. Prudential will send the Contract Holder notice of any change.

**Repayment:** When the Contract Holder repays all or part of a loan, Prudential will increase the portion of the affected Coverage Fund in the Variable Investment Options and/or the Fixed Interest Rate Option by the amount of the loan the Contract Holder repays plus interest credits accrued on the loan since the last transaction date and reduce the affected Covered Person's Loan Account. The increase to the affected Coverage Fund will never be more than the Loan Account. Prudential will use the investment option the Contract Holder designates or the investment allocation for future premium payments as of the loan payment date. If loan interest is paid when due, it will not change the portion of the affected Coverage Fund allocated to the investment options. Prudential may change the manner in which Prudential allocates loan repayments.

When Prudential pays a Death Benefit, part of the Coverage Debt will be repaid as described under Death Benefit provision. When the Coverage for a Covered Person is surrendered, any Coverage Debt applicable to such Covered Person is due and will be deducted from the Coverage Fund of such Covered Person.

**Coverage Loan Repayment upon Assignment to a Covered Person:** Prior to any assignment of Coverage to a Covered Person, the Contract Holder may repay all, or a part of a loan, with respect the Coverage to be assigned.

**Excess Insurance Debt:** For each Coverage, the Coverage Debt is the amount of all outstanding loans plus any interest accrued but not yet due. If, on any Monthly Date, the Coverage Debt equals or exceeds the Coverage Fund, such Coverage will go into default. Prudential will notify the Contract Holder of a 61-day grace period, within which time the Contract Holder may repay all or enough of the loan to obtain a positive Cash Value and thus keep the Coverage in force.

If a Coverage lapses or is surrendered, the amount of unpaid Coverage Debt will be treated as a distribution and will be immediately taxable to the extent of gain in the Coverage. Reinstatement of a Coverage after lapse will not eliminate the taxable income, which Prudential is required to report to the Internal Revenue Service.

Prudential, in its sole discretion, may impose the following additional requirements with respect to loan amounts that are deducted from the Fixed Interest Rate Option:

**Repayment Allocations:** Prudential may allocate the loan repayment first to the Fixed Interest Rate Option and then to the Variable Investment Options.

**Subsequent Premium Payments:** Prudential may require that any subsequent premium payments be used to repay the loan amount allocated to the Fixed Interest Rate Option in order to reduce the portion of the Loan Account allocated to the Fixed Interest Rate Option.

Prudential will give notice to the Contract Holder if it intends to apply the repayment allocation and subsequent premium payment requirements set forth above.

## **L. BASIS OF COMPUTATION.**

For each Covered Person, Prudential will compute the maximum COI charge for both the Basic Insurance and any Target Term Insurance using:

- (1) the mortality table used to calculate the maximum COI shown in the Schedule of Charges;
- (2) the Extra Rating Class, if any, of the Covered Person; and
- (3) the Attained Age and gender of the Covered Person.

The surrender values provided by this Group Contract are at least as large as those set by applicable law. Where required, Prudential has given the insurance regulator a detailed statement of how Prudential computes values and benefits.

## **M. ASSIGNMENT OF COVERAGE TO A COVERED PERSON.**

The Contract Holder, at its discretion, may assign irrevocably to a Covered Person, or to a trust established by such Covered Person, the ownership of the insurance Coverage allocated to that Covered Person under the Group Contract. The Contract Holder may make such assignment only if all of the following conditions are met:

- (1) the Covered Person has been insured under the Group Contract for at least three (3) years; and
- (2) such assignment must be made in writing on a form acceptable to Prudential.

When the Contract Holder assigns a Coverage to a Covered Person (or trust), Prudential will issue an Assignment Certificate, and the Covered Person (or trust) is treated as a Certificate Holder. The Assignment Certificate describes the Certificate Holder's rights and responsibilities with respect to such Coverage. The value of such Coverage will reflect the value of the insurance, including Cash Value, as of the effective date of the assignment. The Assignment Certificate supersedes the Certificate of Coverage.

Prior to any assignment of Coverage to a Covered Person, the Contract Holder may repay all, or a part of a loan, with respect the Coverage to be assigned.

To assign Coverage to a Covered Person (or trust), the Contract Holder must make the request on a form acceptable to Prudential. The Covered Person must designate a new Beneficiary or the Beneficiary defaults to the Covered Person's estate. See **Beneficiary**.

A Certificate Holder has all the rights of a Contract Holder with respect to his or her Coverage, except that the Certificate Holder may not surrender this Group Contract, assign his or her Coverage, request increases to the Basic Insurance and/or Target Term Insurance, or change the interest rate for a Type C (return of premium) Death Benefit. Subject to the limitations set forth in the Assignment Certificate, the Certificate Holder may, with respect to his or her Coverage:

- (1) designate and change the beneficiary;

- (2) make premium payments;
- (3) access coverage values through loans and withdrawals;
- (4) surrender his or her Coverage;
- (5) allocate amounts in his or her Coverage Fund among the Variable Investment Options and/or the Fixed Interest Rate Option;
- (6) change the Death Benefit type; and
- (7) decrease the Basic Insurance and Target Term Insurance, if any.

Prudential will deduct all charges for the Coverage as set forth in the Assignment Certificate.

# Insurance Plan Rules

## A. ELIGIBILITY.

**Determination of Covered Class:** The Contract Holder determines the Covered Class eligible to be covered. This is done under its rules on dates it sets. The Contract Holder must not discriminate among persons in like situations.

### **When an Employee Is Eligible:**

An Employee is eligible for the insurance if, on the Coverage Effective Date, such Employee:

- (1) is a full-time Employee of the Employer; and
- (2) is in the Covered Class shown in the Schedule of Benefits.

No Employee is eligible for the insurance before the Contract Date.

An Employee is full-time if regularly working for the Employer at least the number of hours in the normal full-time work week of the Employer for the class of the Employee, but not less than # hours per week. In the case of a partner or proprietor of the Employer, that work must be in the conduct of the business of the Employer.

## B. BECOMING INSURED.

An Employee is insured for the insurance, provided the Employee meets all of the following requirements as of the initial Coverage Effective Date for such Employee:

- (1) the Employee is eligible for the insurance;
- (2) the Employee has consented in writing to become insured for insurance on a form acceptable to Prudential;
- (3) the Employee has met any evidence of insurability requirement. See below.

## C. BECOMING INSURED AFTER THE CONTRACT DATE.

The Contract Holder may insure Employees who were not covered under the Group Contract on the Contract Date (each an "Additional Covered Person"). Subject to Prudential's consent, an Additional Covered Person will be covered under the Group Contract provided that each such Additional Covered Person meets all the requirements in the "Becoming Insured" section set forth above.

## D. EVIDENCE OF INSURABILITY FOR COVERAGE.

In order for an Employee to become insured, the Employee may be required to give satisfactory evidence of insurability on a form acceptable to Prudential. This requirement will be met when Prudential determines that satisfactory evidence of insurability has been submitted.

Prudential offers Coverage on a fully underwritten, simplified issue, and guaranteed issue basis, each, an "Underwriting Class."

Fully underwritten Coverage requires individualized evidence of the Covered Person's insurability and rating class that at a minimum includes a medical examination.

Simplified issue Coverage requires at a minimum, that the Covered Person undergo HIV screening and complete a short form questionnaire. Prudential may require additional underwriting if it cannot determine

the appropriate rating from the above information. Covered Persons must be Actively at Work on a full time basis (at least 30 hours per week).

Guaranteed issue Coverages are issued with minimal underwriting, Covered Persons must not have been recently declined for individual coverage and must satisfy other underwriting criteria, and may only be issued in certain circumstances. Covered Persons must be Actively at Work on a full time basis (at least 30 hours per week).

For all Underwriting Classes, Covered Persons must have executed a Consent Form and met all of Prudential's underwriting requirements.

Prudential requires evidence of insurability, which may include a medical examination, before issuing any Coverage. Non-smoker rates may provide more favorable cost of insurance rates than smokers. Prudential charges a higher cost of insurance rate and/or an extra amount if an additional mortality risk is involved.

A Covered Person may qualify for a change in rating after the first Coverage Anniversary if a Covered Person becomes a non-smoker, if in Prudential's sole discretion, it determines that a Covered Person is eligible for a change to his or her smoking status based upon Prudential's general underwriting guidelines in effect at the time of the request. To request the change in rating, the Contract Holder must submit the request in writing, on a form acceptable to Prudential. If Prudential asks the Contract Holder to do so, the Contract Holder must send Prudential the Benefit Summary Report for the affected Covered Person to be endorsed.

Any evidence of insurability that the Covered Person must provide in connection with the change in rating described immediately above shall be attached to and made a part of this Group Contract. Prudential may contest a claim based upon the Covered Person's evidence of insurability provided in connection with the request. Prudential may contest the affected Covered Person's Coverage for no more than an additional two (2) years following the date of the change in rating, but only with regard to the amount of insurance attributable to the reduction in premium.

These are the current general underwriting guidelines. The actual underwriting will depend on the specific circumstances of each Group Contract. Prudential may change the underwriting guidelines on a non-discriminatory basis.

## **E. WHEN COVERAGE ENDS FOR A COVERED PERSON.**

The Coverage for a Covered Person will end:

- (1) upon the death of the Covered Person; or
- (2) if Prudential determines that such Coverage was established without the Covered Person's written consent or that the Covered Person died prior to the Coverage Effective Date; or
- (3) if such Covered Person's Coverage is in default at the end of the grace period; or
- (4) if such Covered Person's Coverage is surrendered; or
- (5) if the Covered Person provides written notice that he or she no longer wishes to be insured for the Coverage and Prudential receives such notice, whether from the Covered Person directly or from the Employer.

The Contract Holder must repay to Prudential any Death Benefit paid by Prudential for a Covered Person whose Coverage terminates for reason (2) or (5) above.

Prudential, subject to the limitations of Section 7702, of the Internal Revenue Code shall terminate such coverage as soon as practicable and shall pay to the Contract Holder an amount equal to the Covered Person's Coverage Fund as of the date coverage is terminated, adjusted as provided in the Surrender

provision. Termination of Coverage is treated as a surrender in all cases. The value of the Coverage Fund for that Covered Person shall be reduced to zero as of such date.

# General Rules

## A. DEFAULT; GRACE PERIOD.

On each Monthly Date, Prudential will determine each Coverage's Net Cash Value. If the Net Cash Value of a Coverage is an amount equal to or greater than the total charges for one (1) month, the Coverage is in force. A Coverage is in default with respect to any Covered Person if the Net Cash Value of such Coverage is an amount less than the total charges for one (1) month. This Group Contract is in default if all Coverages are in default.

**Notice of Default:** If a Coverage or this Group Contract is in default, Prudential will mail the Contract Holder or its representative a notice stating the amount Prudential will need to keep such Coverage or this Group Contract in force. That amount will equal a premium contribution which Prudential estimates will keep such Coverage or this Group Contract in force for three (3) months from the date of default. Prudential will grant a 61-day grace period from the date Prudential mails the notice to pay this charge. Such Coverage or this Group Contract will remain in force during this period. If that amount is not paid to Prudential by the end of the 61-day grace period, such Coverage or this Group Contract will lapse and be treated as a surrender under Variable Universal Life Insurance Coverage.

During the grace period, Prudential will not charge interest on the charges due and will continue to assess the charges shown in the Schedule of Charges. If an affected Covered Person dies during the grace period, any Death Benefit payable will be reduced by the amount of the charges due. The Contract Holder is liable to pay charges, including interest charges on Coverage Debt, to Prudential during the grace period.

## B. REINSTATEMENT.

A Coverage that lapsed, or the Group Contract if all Coverages have lapsed, may be reinstated within five (5) years after the date of default, if the following conditions are met:

- (1) renewed evidence of insurability as required by Prudential is provided on the affected Covered Persons;
- (2) payment of a charge equal to: (a) an amount, if any, required to bring the Coverage Fund to an amount equal to total charges for one month on the date the Coverage went into default, plus (b) the deductions from the Coverage Fund from the grace period through the reinstatement date, plus (c) a premium that Prudential estimates will cover all charges and deductions for the next three (3) months; and
- (3) any Coverage Debt with interest to date is restored or paid back. If the Coverage Debt is restored and the Coverage Debt with interest would exceed the loan value of the reinstated Coverage, the excess must be paid to Prudential before reinstatement.

The reinstatement date will be the date Prudential approves the Contract Holder's request. Prudential will deduct all required charges from the Contract Holder's payment and the balance will be placed into the affected Coverage Funds.

A Coverage that has been converted to an individual policy is not available for reinstatement by the Contract Holder.

## C. END OF COVERAGE.

If a Coverage is in default with respect to the Coverage Fund of a Covered Person and an amount sufficient to bring that Coverage Fund of the Covered Person out of default is not paid to Prudential by the end of the grace period described above, the Coverage for such Covered Person will lapse when the grace period ends. But the Contract Holder may write to Prudential to ask that the Coverage cease at the end of the period for which charges have been deducted or at any time during the grace period. Then the Coverage for such Covered Person will end on the date requested.

## **D. ADJUSTMENTS RELATED TO AGE, SEX OR SMOKING STATUS.**

If the age, sex or smoking status used to determine the Cost of Insurance for a Covered Person is found to be in error while the Covered Person is still living, the current charge will then be adjusted to reflect the correct age, sex or smoking status. If this adjustment results in a change in the amount of the charge, any difference between the charge deducted from the Coverage Fund for the Covered Person and the charge required on the basis of the correct age, sex or smoking status will be paid as follows:

- (1) If the adjustment results in an increased charge, the difference will be deducted from the Coverage Fund for the Covered Person. If the amount in the Coverage Fund is not sufficient to make the adjustment, the Contract Holder will pay the difference when notified by Prudential.
- (2) If the adjustment results in a decreased charge, Prudential will credit the difference to the Coverage Fund for the Covered Person.

Any credit or deduction will be made to or from the Coverage Fund for the Covered Person as agreed to by the Contract Holder and Prudential.

If the age, sex or smoking status used to determine the Cost of Insurance for a Covered Person is found to be in error after a Covered Person is deceased, Prudential will adjust the Death Benefit payable and any amount to be paid, as required by law, to reflect the correct age, sex or smoking status. Any such benefit will be based on what the most recent deductions from the applicable Coverage Fund would have provided at such Covered Person's correct age, sex or smoking status.

## **E. CERTIFICATE OF COVERAGE.**

Prudential will give the Contract Holder individual Certificates of Coverage to be given to each Employee to be covered under the Group Contract.

The Certificate of Coverage shall include notice to the Employee that a Covered Person has no right under the Group Contract or a Coverage to:

- (1) the Coverage Fund,
- (2) name a beneficiary other than the Employer unless the Employer permits the Employee to name a Personal Beneficiary for a portion of the Death Benefit,
- (3) take a loan,
- (4) assign the coverage,
- (5) amend or modify a Coverage or the Group Contract,
- (6) coverage for dependents, and
- (7) direct the investment of amounts under the Group Contract.

The Certificate of Coverage shall include any other information required by applicable state law.

### **Conversion Privilege:**

The Certificate of Coverage shall include the following information with respect to the Covered Person's right to convert the Coverage to an individual life insurance contract.

A Covered Person's Coverage does not cease upon termination of employment or retirement. The Group Contract does not provide coverage for dependents.

If the Group Contract terminates, every Covered Person insured thereunder at the date of termination whose insurance terminates, and who has been so insured under a Group Contract for at least five (5) years prior to

the termination date, shall be entitled to have issued by Prudential, without evidence of insurability, an individual policy of life insurance without disability or other supplementary benefits reduced by any outstanding Coverage Debt with respect to the Covered Person's Coverage, provided application for the individual policy shall be made, and the first premium paid to Prudential, within 31 days after termination of the Group Contract. The individual policy of life insurance shall, at the option of the Covered Person, be on any one of the forms then customarily issued by Prudential at the age and for the amount applied for, except that the Covered Person may not elect term insurance. The premium on the individual policy shall be at Prudential's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which the Covered Person then belongs, and to the individual age attained on the effective date of the individual policy. The amount of the individual policy shall not exceed the smaller of:

(1) the amount of the Covered Person's life insurance protection ceasing because of the termination of the Group Contract reduced by any outstanding Coverage Debt with respect to the Covered Person's Coverage, less the amount of any life insurance for which the Covered Person is or becomes eligible under a group policy issued or reinstated by the same or another insurer within 31 days after termination; or

(2) \$10,000.

If a Covered Person insured under the Group Contract dies during the period within which the individual would have been entitled to have an individual policy issued in accordance with this section and before the individual policy shall have become effective, the amount of life insurance which he or she would have been entitled to have issued under the individual policy shall be payable as a claim under the Group Contract, whether or not application for the individual policy or the payment of the first premium therefor had been made.

The Contract Holder shall maintain copies of such Certificates of Coverages in its files.

#### **F. RECORDS - INFORMATION TO BE FURNISHED.**

For the purpose of administering this Group Contract, Prudential will keep a record of the Covered Persons based on census data provided by the Contract Holder. Prudential will also provide the Contract Holder with a Benefit Summary Report for each Covered Person based on the census data provided by the Contract Holder to Prudential. The Employer shall submit to Prudential an accurate census as of the Contract Date. Prudential will not be responsible for any tax or state insurance law implications that may result from failure to provide such information on a timely basis.

When requested by Prudential, the Employer shall send any other data required by Prudential to perform its duties under this Group Contract, and to determine the charges due. All records of the Employer which bear on the Coverage must be open to Prudential for its inspection at any reasonable time.

Prudential shall have no obligation to perform any duty that depends on any data supplied by the Employer before such data is received in a form that satisfies Prudential. Upon discovering that it has furnished Prudential with incorrect data, the Employer shall submit accurate information to Prudential. If Prudential has not already relied on and used the incorrect data, it shall accept the resubmitted data. The Contract Holder and/or Employer, as the case may be, shall submit to Prudential any proof of death of a Covered Person it receives; this must be done within 31 days of the date the Contract Holder and/or Employer receives such proof. Proof of death of a Covered Person means an original death certificate with a raised seal, or a photocopy of the death certificate initialed to indicate that the party submitting the claim has viewed the original.

#### **G. THE CONTRACT - INCONTESTABILITY OF THE CONTRACT; AMENDMENTS.**

This entire Group Contract consists of: (1) the provisions shown in the Table of Contents as of the Contract Date; (2) the Application of the Contract Holder, including all Underwriting Information Forms completed by Employees covered under this Group Contract, a copy of which are attached to this Group Contract; and (3) any riders, endorsements or amendments to this Group Contract. All statements made by the Contract Holder in the Application or by the Covered Person shall be deemed representations and not warranties. Such statements will not be used in defense to a claim, unless contained in a written application provided to

the Contract Holder or in a written instrument provided to the Covered Person or, in the event of death or incapacity of the Covered Person, to the Covered Person's personal representative.

**Incontestability of Insurance for an Employee:** The validity of this Group Contract or a Coverage shall not be contested, except for nonpayment of premium contributions, after it has been in force for two (2) years from the issue date, the reinstatement date or the effective date of any change made to the Group Contract or any Coverage that requires Prudential's approval and would increase Prudential's liability. The new contestability period applicable to changes in the Coverage Amount applies only with respect to the amount of insurance associated with the change.

No statement made by any Employee insured under the policy relating to his or her insurability shall be used in contesting the validity of the Coverage with respect to which the statement was made after the Coverage has been in force prior to the contest for a period of two (2) years during the lifetime of the Employee nor unless it is contained in a written instrument signed by the Employee provided to the Employee or, in the event of death or incapacity of the Employee, to the Employee's personal representative.

**Amendments:** This Group Contract may be amended, at any time, without the consent of the Covered Persons or of anyone else with a beneficial interest in it, other than the Contract Holder. This can be done through a written request made by the Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

The approval of an officer of Prudential is required: to waive any conditions or restrictions of this Group Contract; or to extend the time in which a charge may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. An agent of Prudential is not an officer. No change in this Group Contract is valid unless shown in:

- (1) an endorsement signed by an officer of Prudential; or
- (2) an amendment signed by the Contract Holder and by an officer of Prudential.

However, if this Group Contract is changed automatically in accordance with the General Rules, the change may be made in an amendment to this Group Contract that is signed only by an officer of Prudential.

## **H. REPORTS.**

At least once each Coverage Year Prudential will send the Contract Holder a report. For each Covered Person the report will show: the Death Benefit; the amounts allocated among the Variable Investment Option and/or Fixed Interest Rate Option; the Net Cash Value; the Surrender Value, any Coverage Debt and the interest rate on the Coverage Debt; premium contributions paid; investment results; charges deducted; and withdrawals taken since the last report. The report may also show any other data that may be required where this Group Contract is delivered. All reports may be delivered through electronic means.

## **I. USE OF PROCEEDS OR VALUES.**

In issuing this Group Contract, Prudential has relied on the certification made by the Contract Holder in the Application that the Contract Holder will use any proceeds or values under this Group Contract to finance employee benefit costs. Prudential will not be obligated to inquire as to the application of any proceeds of this Group Contract. Payment of any proceeds, surrender values, or adjustments will fully discharge Prudential from its obligation with respect to such payment.

## **J. ASSIGNMENTS.**

No Covered Person may assign this Group Contract or any Coverage. The Contract Holder may assign this Group Contract only with the prior written consent of Prudential. The Contract Holder may assign a Coverage to a Covered Person as provided under the Variable Universal Life Insurance Coverage.

## **K. RIGHT TO REFUSE CONTRIBUTIONS.**

Prudential may refuse to accept a premium payment:

- (1) that would, in the opinion of Prudential, cause a Coverage to fail to qualify as life insurance under applicable tax law;
  - (2) that increases the Death Benefit by more than it increases the Coverage Fund; and
  - (3) if the NAR exceeds the Net Amount at Risk Maximum at issue stated in the Schedule of Benefits.
- Prudential will only accept any premium payment necessary to keep a Coverage in force.

## **L. CONFORMITY WITH LAW; CHARGE ADJUSTMENTS.**

If the provisions of this Group Contract do not conform to the requirements of any state or federal law or regulation that applies to it, this Group Contract is automatically changed to conform to the requirements of that law or regulation.

This Group Contract and each Coverage have been designed to satisfy the definition of life insurance for Federal income tax purposes under Section 7702 of the Internal Revenue Code. Prudential reserves the right to decline any change Prudential determines would cause this Group Contract or a Coverage to fail to qualify as life insurance under the applicable tax law. This includes, but is not limited to, changing the Basic Insurance or Target Term Insurance, withdrawals and changing the type of Death Benefit. Prudential has the right to change this Group Contract or a Coverage to require additional premium payments or to make distributions from this Group Contract or a Coverage to the extent necessary to continue to qualify this Group Contract or a Coverage as life insurance. Prudential also has the right to refuse to accept a premium payment that would, in the opinion of Prudential, cause this Group Contract or a Coverage to fail to qualify as life insurance under applicable tax law.

Charges deducted from premium payments and the Coverage Funds may change from time to time based on the expectation of future experience, subject to the maximums shown on the Schedule of Charges. In deciding whether to change any of these charges, Prudential will periodically consider mortality, persistency, expenses, taxes and interest credits and/or investment experience to see if a change in the Prudential assumptions is needed. Changes in factors will be by class.

## **M. RECEIPT OF NOTICE AND PAYMENTS.**

All notices to Prudential under this Group Contract will be deemed received when such notices are received by the Service Office at the following address:

The Prudential Insurance Company of America  
^PruBenefit Funding  
13001 County Road 10  
Plymouth, MN 55442  
Phone 800.286.7754 • Fax 888.667.2941  
E-mail: coli@prudential.com]

If we at The Prudential Insurance Company of America fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
Consumer Services Divisions  
1200 West Third Street  
Little Rock, AR 72201-1904  
800.852.5494 or 501.371.2640

All payments to Prudential under this Group Contract shall be remitted by the Contract Holder or its designated representative. Such payment will be deemed received when such payments are received by the payment office maintained by a third party administrator at the following address:

Attention: The Prudential Insurance Company of America  
^ [First Class Mail:  
PO Box 105441  
Atlanta, GA 30348-5441

Express Mail:

Wachovia Bank  
LBX# 105441  
3585 Atlanta Ave  
Hapeville, GA 30354]

Prudential may change the addresses specified above. If it does so, it will notify the Contract Holder.

Notices to Prudential or from Prudential to the Contract Holder may be made through electronic means.

## **N. DUTIES OF THE CONTRACT HOLDER.**

The duties of the Contract Holder are to:

- (1) apply for, accept and keep this Group Contract;
- (2) comply with all of the terms and conditions of this Group Contract.

## **O. SUICIDE EXCLUSION.**

If a Covered Person, whether sane or insane, dies by suicide within two (2) years of any Coverage Effective Date, the coverage associated with those Coverage Effective Dates for that Covered Person will end and Prudential will return the premiums paid, less any Coverage Debt, and less any withdrawals.

No exclusion applies to an increase in Basic Insurance or Target Term Insurance Coverage if a Covered Person, whether sane or insane, dies by suicide after two (2) years or more from the effective date of such an increase in the Basic Insurance or Target Term Insurance.

## **P. INVESTOR CONTROL.**

Treasury Department regulations do not provide specific guidance concerning the extent to which the Contract Holder may direct its investment in the particular Variable Investment Options without causing the Contract Holder, instead of Prudential, to be considered the owner of the underlying assets. Because of this uncertainty, Prudential reserves the right to make such changes as Prudential deems necessary to assure that the Group Contract qualifies as life insurance for tax purposes. Any such changes will apply uniformly to affected Contract Holders and will be made with such notice to affected Contract Holders as is feasible under the circumstances.

## **Q. DOLLAR COST AVERAGING.**

As an administrative practice, Prudential is currently offering a feature called Dollar Cost Averaging ("DCA"). Under this feature, either fixed dollar amounts or a percentage of the amount designated for use under the DCA option will be transferred periodically from the DCA Money Market investment option into other Variable Investment Options available under the Group Contract, excluding the Fixed Interest Rate Option. Contract Holders may choose to have periodic transfers made monthly or quarterly. DCA transfers will not begin until the Monthly Date on or after the end of the applicable Free-Look period.

Each automatic transfer will take effect as of the end of the Valuation Period on the date coinciding with the periodic timing the Contract Holder designates provided the New York Stock Exchange is open on that date.

If the New York Stock Exchange is not open on that date, or if the date does not occur in that particular month, the transfer will take effect as of the end of the Valuation Period, which immediately follows that date. Automatic transfers will continue until: (1) \$50 or less remains of the amount designated for Dollar Cost Averaging, at which time the remaining amount will be transferred; or (2) the Contract Holder notifies Prudential of a change in DCA allocation or cancellation of the feature. Currently, a transfer that occurs under the DCA feature is not counted toward any applicable transfer limit. Prudential may change this practice, modify the requirements, or discontinue the feature.

# List of Investment Options

## <sup>H</sup>[The Prudential Series Fund

- Diversified Bond Portfolio
- Diversified Conservative Growth Portfolio
- Equity Portfolio
- Global Portfolio
- High Yield Bond Portfolio
- Natural Resources Portfolio
- Value Portfolio
- SP Aggressive Growth Asset Allocation Portfolio
- SP Balanced Asset Allocation Portfolio
- SP Conservative Asset Allocation Portfolio
- SP Growth Asset Allocation Portfolio
- SP PIMCO High Yield Portfolio
- SP Strategic Partners Focused Growth Portfolio

## AIM Variable Insurance Funds

- AIM V.I. Core Equity Fund, Series I Shares
- AIM V.I. International Growth Fund, Series I Shares
- AIM V.I. Small Cap Equity Fund, Series I Shares
- AIM V.I. Utilities Fund, Series I Shares

## AllianceBernstein Variable Product Series Fund, Inc.

- AllianceBernstein VPS International Growth Portfolio, Class A
- AllianceBernstein VPS International Value Portfolio, Class A
- AllianceBernstein VPS Real Estate Investment Portfolio, Class A
- AllianceBernstein VPS Small Cap Growth Portfolio, Class A

## DWS Variable Series I

- DWS Bond VIP, Class A
- DWS Capital Growth VIP, Class A

## DWS Variable Series II

- DWS Blue Chip VIP, Class A
- DWS Dreman High Return Equity VIP, Class A
- DWS Global Thematic VIP, Class A
- DWS Government & Agency Securities VIP, Class A
- DWS Strategic Income VIP, Class A
- DWS Technology VIP, Class A

## DWS Investment VIT Funds

- DWS Small Cap Index VIP, Class A

## Fidelity Variable Insurance Products

- VIP Contrafund Portfolio, Service
- VIP Equity-Income Portfolio, Service
- VIP Index 500 Portfolio, Service
- VIP Investment Grade Bond Portfolio, Service
- VIP Mid Cap Portfolio, Service
- VIP Money Market Portfolio, Service
- VIP Overseas Portfolio, Service
- VIP Value Leaders Portfolio, Service
- VIP Value Strategies Portfolio, Service

VIP Freedom 2015 Portfolio, Service  
VIP Freedom 2020 Portfolio, Service  
VIP Freedom 2025 Portfolio, Service  
VIP Freedom 2030 Portfolio, Service

**Franklin Templeton Variable Insurance Products Trust**

Franklin Large Cap Value Securities Fund – Class 2  
Franklin Small Cap Value Securities Fund – Class 2  
Franklin Strategic Income Securities Fund – Class 2  
Mutual Discovery Securities Fund – Class 2  
Templeton Global Income Securities Fund – Class 2  
Templeton Global Asset Allocation Fund – Class 2

**J. P. Morgan Series Trust II**

JPMorgan Bond Portfolio

**JPMorgan Insurance Trust**

Intrepid Mid Cap Portfolio, Class 1

**Neuberger Berman Advisers Management Trust (“AMT”)**

Neuberger Berman AMT Mid-Cap Growth Portfolio, I Class Shares  
Neuberger Berman AMT Partners Portfolio, I Class Shares  
Neuberger Berman AMT Socially Responsive Portfolio, I Class Shares

**PIMCO Variable Insurance Trust**

PIMCO All Asset Portfolio, Administrative Class  
PIMCO Global Bond Portfolio (Unhedged), Administrative Class  
PIMCO Low Duration Portfolio, Administrative Class  
PIMCO Long-Term U.S. Government Portfolio, Administrative Class  
PIMCO Real Return Portfolio, Administrative Class  
PIMCO Short-Term Portfolio, Administrative Class  
PIMCO Total Return Portfolio, Administrative Class

**Royce Capital Fund**

Royce Micro-Cap Portfolio, Investment Class  
Royce Small-Cap Portfolio, Investment Class

**The Universal Institutional Funds, Inc. (managed by Morgan Stanley)**

UIF Core Plus Fixed Income Portfolio, Class I  
UIF Emerging Markets Equity Portfolio, Class I  
UIF U.S. Mid Cap Value Portfolio, Class I  
UIF Value Portfolio, Class I

**Van Eck Global Worldwide Insurance Trust**

Worldwide Absolute Return Fund, Initial Class  
Worldwide Emerging Markets Fund, Initial Class  
Worldwide Hard Assets Fund, Initial Class  
Worldwide Real Estate Fund, Initial Class]

# Definitions

**Additional Person** – A Covered Person who was added to a Group Contract after the Contract Date.

**Additional Returnable Charges** – The Returnable Charges that are created when the Contract Holder increases the Basic Insurance and/or Target Term Insurance.

**Assignment Certificate** – The document Prudential will issue to the Covered Person outlining the Covered Person's rights and responsibilities after the Contract Holder assigns Coverage to the Covered Person.

**Attained Age** - The Covered Person's age on the Coverage Effective Date plus the number of whole years since then. For any Coverage Segment effective after the Coverage Effective Date, the Covered Person's attained age is the issue age of that Coverage Segment plus the length of time in whole years since its Coverage Effective Date.

**Attained Age Factors** – The attained age factors are shown in the Table of Attained Age Factors attached to this Group Contract. For Coverages issued on or after January 1, 2009, the attained age factors will be based upon 2001 CSO.

**Basic Insurance** – An amount of group flexible premium variable universal life insurance for each Covered Person. The amount of life insurance as shown in each Covered Person's Benefit Summary Report.

**Beneficiary** – Prior to the Contract Holder's assignment of Coverage to a Covered Person, the beneficiary is the Contract Holder. After the Contract Holder assigns Coverage to a Covered Person, the beneficiary is an individual, trust or any other legal entity designated by the Covered Person. If the Covered Person does not designate a beneficiary, then the Covered Person's estate is the beneficiary.

**Benefit Summary Report** – A summary of each Covered Person's Coverage.

**Business Day** – A day on which the main office of Prudential in Newark, New Jersey is open, the NYSE is open and the SEC has not restricted trading or declared an emergency.

**Cash Value** - The same as the "Coverage Fund."

**Certificate Holder** – A Covered Person or a trust established by a Covered Person to whom the Contract Holder assigns the Coverage allocated to that Covered Person. Prudential issues an Assignment Certificate to the Certificate Holder.

**Consent Form** – The document in which an Employee consents in writing to be covered under the Group Contract. The Consent Form must be in a form acceptable to Prudential.

**Contract Date** - The date the Group Contract is effective, as specified in the Group Contract.

**Contract Holder** - The employer, or a trust established by the employer, that is issued the Group Contract.

**Cost of Insurance ("COI")** – The charge for insurance that varies based on the individual characteristics of the Covered Person, including such characteristics such as age, gender, Extra Rating Class, if any, and years from Coverage Effective Date.

**Coverage** – An amount of group flexible premium variable universal life insurance for each Covered Person. Each Coverage may consist of different Coverage Segments with different characteristics such as different effective dates and underwriting classes.

**Coverage Amount** – The Coverage Amount is equal to the sum of all the Basic Insurance and Target Term Insurance Coverage Segments.

**Coverage Anniversary** – The same date as the Coverage Effective Date in each later year. The Coverage Anniversary is shown in each Covered Person’s Benefit Summary Report.

**Coverage Debt** - The principal amount of all outstanding loans plus any interest accrued thereon.

**Coverage Effective Date** – The date Coverage becomes effective for each Covered Person. The Coverage Effective Date is shown in each Covered Person’s Benefit Summary Report.

**Coverage Fund** - The total amount credited to a Covered Person under the Group Contract. On any date it is equal to the sum of the amounts in all the Variable Investment Options and the Fixed Interest Rate Option, and the principal amount of any Coverage Debt plus any interest earned thereon.

**Covered Person** – An Employee whose life is insured under the Group Contract.

**Coverage Segment** - The Basic Insurance at issue is the first Coverage Segment. Target Term Insurances are separate Coverage Segments. For each increase in Basic Insurance and/or Target Term Insurance, a new Coverage Segment is created for the amount of the increase.

**Coverage Year** – A year that starts on a Coverage Effective Date or on a Coverage Anniversary.

**Death Benefit** - If a Coverage is not in default, this is the amount Prudential will pay upon the death of a Covered Person, less any Coverage Debt.

**Employee** - A person employed by the Employer. If permitted by applicable state law, the term Employee may also include a director of the Employer’s board of directors.

**Employer** – An Employer under the Group Contract is the Contract Holder or if the Group Contract is owned by a trust, the trust grantor.

**Excess Premium** – The amount of premium received over the Target Premium.

**Extra Rating Class** – A percentage (greater than 100%) of the unrated COI that reflects the extra mortality risk on a substandard life.

**Face Amount** - The initial Coverage Segment on the Coverage Effective Date shown in each Covered Person’s Benefit Summary Report.

**Fixed Interest Rate Option** - An investment option under which interest is accrued daily at a rate that Prudential declares periodically, but not less than an effective annual rate of 2%.

**Fund** – A Fund is a portfolio of a series mutual fund. One or more of the available Funds may be chosen as an underlying investment for the Group Contract.

**Good Order** - An instruction received at Prudential’s Service Office utilizing such forms, signatures, and dating as Prudential requires, which is sufficiently clear and complete and for which Prudential does not need to exercise any discretion to follow such instructions.

**Group Contract** - The group flexible premium variable universal life insurance contract issued by Prudential.

**Internal Revenue Code** – The Internal Revenue Code of 1986, as amended.

**Loan Account** – A Loan Account for each Covered Person that is part of the Covered Person’s Coverage Fund will be set up in Prudential’s general account whenever the Contract Holder takes out a loan.

**Minimum Initial Premium** – The amount needed for Coverage to be effective under the Group Contract. The Minimum Initial Premium is equal to three (3) months of total charges.

**Minimum Coverage Amount** – An amount specified in the Group Contract’s Schedule of Benefits.

**Monthly Date** – For each Covered Person the Coverage Effective Date and the same date in each subsequent month.

**Net Amount at Risk (“NAR”)** - The amount by which the Covered Person’s Death Benefit exceeds the Coverage Fund.

**Net Cash Value** - The Coverage Fund minus any Coverage Debt.

**Net Premiums** – The amounts allocated to the Variable Investment Options and/or the Fixed Interest Rate Option after Prudential deducts the Premium Load and on the Coverage Effective Date, the first month’s charges.

**On-line Document Center** – A secure Prudential website that warehouses current contract documents for the Contract Holder’s use. These documents are in portable document format or pdf, and can be printed out, posted on a web site, or e-mailed to Covered Persons. To take advantage of the website and access documents as needed each client must complete an On-line Document Center user data collection form.

**Personal Beneficiary** – An individual, trust or any other legal entity designated by the Covered Person, prior to any assignment of Coverage to the Covered Person, who will receive a portion of the Death Benefit.

**Preferred Loan** – A portion of the amount the Contract Holder may borrow on or after the 10<sup>th</sup> Coverage Anniversary up to the maximum preferred loan amount. See **Loans**.

**Premium Load** – The charge that is deducted from all premium payments to compensate Prudential for the costs of selling the Group Contract, including any federal, state or local income, premium, excise, business tax or any other type of charge, or component thereof, measured by or based upon the amount of premium Prudential receives, commissions, advertising and the printing and distribution of prospectuses and sales literature.

**The Prudential Insurance Company of America** - The company offering the Group Contract.

**Return of Charges** – The provision which provides that a portion of the charges paid may be returned to the Contract Holder upon the surrender of a Coverage or the Group Contract within the first <sup>1</sup>[eleven (11)] Coverage Years. See **Surrender**.

**Returnable Charges** – The charges that may be returned to the Contract Holder under Return of Charges provision. The Premium Load and COI applicable to the surrendered Coverage for the Basic Insurance and Target Term Insurance are Returnable Charges.

**Return of Charges Period** - The Return of Charges Period for each Coverage begins in month <sup>1</sup>[one (1)] from the Coverage Effective Date and extends to month <sup>1</sup>[132] from the Coverage Effective Date, with declining factors from month <sup>1</sup>[13] to month <sup>1</sup>[132].

**Separate Account** – The words Separate Account, when Prudential uses them in this Group Contract without qualification, mean any Separate Account Prudential establishes to support variable universal life insurance contracts like this one. The Separate Account that supports this Group Contract and other similar group contracts is called the Prudential Variable Contract Account GI-2.

**Surrender Value** - The amount payable to the Contract Holder upon surrender of a Coverage. It is equal to the Coverage Fund minus any Coverage Debt plus any return of charges for each Covered Person.

**Target Premium** – The Target Premium is a factor per \$1,000 of Basic Insurance, based on issue age and gender. See **Schedule of Charges**.

**Target Term Insurance** – A flexible term insurance benefit to Attained Age 100 of a Covered Person. The Contract Holder specifies the initial amount for such Coverage.

**Underwriting Class** – The three types of underwriting classes Prudential offers - fully underwritten, simplified issue, and guaranteed issue basis.

**Valuation Period** - The period of time from one determination of the value of the amount invested in a variable investment option to the next. Such determinations are made when the net asset values of the portfolios of the Funds are calculated, which would be as of the close of regular trading on the New York Stock Exchange (generally 4:00 p.m. Eastern time).

**Variable Investment Options** - Each subaccount within the Separate Account that invests in a corresponding Fund.

# Tables

## Maximum Cost of Insurance Rates 1980 Commissioners Standard Ordinary ("CSO") Mortality Table

M A L E		F E M A L E		U N I S E X	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
15	0.118	15	0.073	15	0.118
16	0.133	16	0.077	16	0.133
17	0.143	17	0.080	17	0.143
18	0.152	18	0.083	18	0.152
19	0.157	19	0.086	19	0.157
20	0.158	20	0.088	20	0.158
21	0.158	21	0.090	21	0.158
22	0.157	22	0.092	22	0.157
23	0.153	23	0.093	23	0.153
24	0.150	24	0.096	24	0.150
25	0.146	25	0.098	25	0.146
26	0.143	26	0.100	26	0.143
27	0.143	27	0.103	27	0.143
28	0.142	28	0.107	28	0.142
29	0.143	29	0.110	29	0.143
30	0.146	30	0.114	30	0.146
31	0.150	31	0.118	31	0.150
32	0.156	32	0.123	32	0.156
33	0.163	33	0.128	33	0.163
34	0.171	34	0.134	34	0.171
35	0.181	35	0.142	35	0.181
36	0.193	36	0.152	36	0.193
37	0.208	37	0.163	37	0.208
38	0.223	38	0.178	38	0.223
39	0.242	39	0.193	39	0.242
40	0.263	40	0.211	40	0.263
41	0.285	41	0.229	41	0.285
42	0.309	42	0.248	42	0.309
43	0.336	43	0.267	43	0.336
44	0.364	44	0.287	44	0.364
45	0.394	45	0.307	45	0.394
46	0.427	46	0.327	46	0.427
47	0.461	47	0.349	47	0.461
48	0.498	48	0.373	48	0.498
49	0.538	49	0.399	49	0.538
50	0.583	50	0.428	50	0.583
51	0.636	51	0.458	51	0.636
52	0.694	52	0.493	52	0.694
53	0.761	53	0.532	53	0.761
54	0.834	54	0.571	54	0.834
55	0.913	55	0.611	55	0.913
56	0.998	56	0.650	56	0.998

**Maximum Cost of Insurance Rates  
1980 CSO Mortality Table**

MALE

FEMALE

UNISEX

<b>Covered Person's Attained Age Last Birthday</b>	<b>Monthly Rate Per 1,000</b>	<b>Covered Person's Attained Age Last Birthday</b>	<b>Monthly Rate Per 1,000</b>	<b>Covered Person's Attained Age Last Birthday</b>	<b>Monthly Rate Per 1,000</b>
57	1.087	57	0.688	57	1.087
58	1.182	58	0.725	58	1.182
59	1.285	59	0.767	59	1.285
60	1.400	60	0.817	60	1.400
61	1.530	61	0.878	61	1.530
62	1.677	62	0.958	62	1.677
63	1.841	63	1.053	63	1.841
64	2.023	64	1.160	64	2.023
65	2.218	65	1.274	65	2.218
66	2.428	66	1.393	66	2.428
67	2.649	67	1.511	67	2.649
68	2.888	68	1.633	68	2.888
69	3.151	69	1.769	69	3.151
70	3.448	70	1.930	70	3.448
71	3.786	71	2.128	71	3.786
72	4.173	72	2.373	72	4.173
73	4.612	73	2.666	73	4.612
74	5.092	74	3.004	74	5.092
75	5.604	75	3.380	75	5.604
76	6.142	76	3.788	76	6.142
77	6.698	77	4.223	77	6.698
78	7.277	78	4.693	78	7.277
79	7.897	79	5.214	79	7.897
80	8.578	80	5.806	80	8.578
81	9.341	81	6.486	81	9.341
82	10.201	82	7.271	82	10.201
83	11.153	83	8.158	83	11.153
84	12.177	84	9.135	84	12.177
85	13.248	85	10.191	85	13.248
86	14.351	86	11.318	86	14.351
87	15.478	87	12.515	87	15.478
88	16.628	88	13.782	88	16.628
89	17.808	89	15.128	89	17.808
90	19.036	90	16.571	90	19.036
91	20.343	91	18.140	91	20.343
92	21.786	92	19.891	92	21.786
93	23.511	93	21.951	93	23.511
94	25.831	94	24.603	94	25.831
95	29.322	95	28.418	95	29.322
96	35.083	96	34.490	96	35.083
97	45.083	97	44.770	97	45.083
98	62.096	98	61.997	98	62.096
99	83.333	99	83.333	99	83.333

## Table of Attained Age Factors

Mortality: 1980 Commissioners Standard Ordinary ("CSO") Mortality Table -  
Interest: 1st Year 7%; 4% Thereafter

Covered Person's

Attained Age

Last Birthday

MALE

FEMALE

UNISEX

15	7.51759	9.08959	7.51759
16	7.29212	8.79828	7.29212
17	7.07844	8.51730	7.07844
18	6.87408	8.24612	6.87408
19	6.67699	7.98358	6.67699
20	6.48547	7.72868	6.48547
21	6.29806	7.48179	6.29806
22	6.11398	7.24206	6.11398
23	5.93260	7.00876	5.93260
24	5.75374	6.78225	5.75374
25	5.57760	6.56234	5.57760
26	5.40377	6.34882	5.40377
27	5.23330	6.14192	5.23330
28	5.06654	5.94139	5.06654
29	4.90351	5.74701	4.90351
30	4.74489	5.55887	4.74489
31	4.59059	5.37673	4.59059
32	4.44106	5.20036	4.44106
33	4.29613	5.02952	4.29613
34	4.15595	4.86446	4.15595
35	4.02043	4.70492	4.02043
36	3.88963	4.55082	3.88963
37	3.76367	4.40245	3.76367
38	3.64237	4.25978	3.64237
39	3.52564	4.12278	3.52564
40	3.41339	3.99133	3.41339
41	3.30558	3.86518	3.30558
42	3.20205	3.74419	3.20205
43	3.10257	3.62798	3.10257
44	3.00697	3.51610	3.00697
45	2.91517	3.40845	2.91517
46	2.82691	3.30474	2.82691
47	2.74204	3.20467	2.74204
48	2.66039	3.10826	2.66039
49	2.58183	3.01531	2.58183
50	2.50630	2.92570	2.50630
51	2.43370	2.83931	2.43370
52	2.36402	2.75608	2.36402
53	2.29725	2.67597	2.29725
54	2.23332	2.59887	2.23332
55	2.17218	2.52458	2.17218

**Table of Attained Age Factors**  
**Mortality: 1980 CSO Mortality Table - Interest: 1<sup>st</sup> Year 7%; 4% Thereafter**

Covered Person's Attained Age <u>Last Birthday</u>	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
56	2.11367	2.45291	2.11367
57	2.05763	2.38364	2.05763
58	2.00390	2.31645	2.00390
59	1.95234	2.25121	1.95234
60	1.90288	2.18787	1.90288
61	1.85546	2.12653	1.85546
62	1.81009	2.06732	1.81009
63	1.76674	2.01045	1.76674
64	1.72540	1.95601	1.72540
65	1.68604	1.90398	1.68604
66	1.64853	1.85418	1.64853
67	1.61274	1.80639	1.61274
68	1.57853	1.76034	1.57853
69	1.54580	1.71585	1.54580
70	1.51449	1.67289	1.51449
71	1.48464	1.63151	1.48464
72	1.45628	1.59186	1.45628
73	1.42950	1.55414	1.42950
74	1.40434	1.51846	1.40434
75	1.38075	1.48485	1.38075
76	1.35863	1.45321	1.35863
77	1.33783	1.42338	1.33783
78	1.31815	1.39518	1.31815
79	1.29943	1.36844	1.29943
80	1.28159	1.34308	1.28159
81	1.26460	1.31910	1.26460
82	1.24851	1.29653	1.24851
83	1.23341	1.27543	1.23341
84	1.21935	1.25584	1.21935
85	1.20630	1.23768	1.20630
86	1.19418	1.22082	1.19418
87	1.18284	1.20511	1.18284
88	1.17210	1.19038	1.17210
89	1.16177	1.17643	1.16177
90	1.15165	1.16305	1.15165
91	1.14147	1.15002	1.14147
92	1.13098	1.13709	1.13098
93	1.11984	1.12395	1.11984
94	1.10772	1.11029	1.10772
95	1.09441	1.09586	1.09441
96	1.07985	1.08056	1.07985
97	1.06423	1.06450	1.06423
98	1.04814	1.04821	1.04814
99	1.03421	1.03421	1.03421

**Maximum Cost of Insurance Rates**  
**2001 Commissioners Standard Ordinary ("CSO") Mortality Table**

M A L E		F E M A L E		U N I S E X	
Covered Person's Attained Age <u>Last Birthday</u>	Monthly Rate Per 1,000	Covered Person's Attained Age <u>Last Birthday</u>	Monthly Rate Per 1,000	Covered Person's Attained Age <u>Last Birthday</u>	Monthly Rate Per 1,000
15	0.055	15	0.030	15	0.055
16	0.065	16	0.033	16	0.065
17	0.074	17	0.034	17	0.074
18	0.079	18	0.037	18	0.079
19	0.082	19	0.038	19	0.082
20	0.083	20	0.039	20	0.083
21	0.084	21	0.041	21	0.084
22	0.085	22	0.042	22	0.085
23	0.087	23	0.043	23	0.087
24	0.088	24	0.044	24	0.088
25	0.091	25	0.046	25	0.091
26	0.095	26	0.048	26	0.095
27	0.098	27	0.051	27	0.098
28	0.097	28	0.053	28	0.097
29	0.096	29	0.056	29	0.096
30	0.095	30	0.058	30	0.095
31	0.094	31	0.063	31	0.094
32	0.095	32	0.066	32	0.095
33	0.097	33	0.071	33	0.097
34	0.099	34	0.077	34	0.099
35	0.103	35	0.083	35	0.103
36	0.109	36	0.089	36	0.109
37	0.116	37	0.095	37	0.116
38	0.124	38	0.100	38	0.124
39	0.133	39	0.105	39	0.133
40	0.143	40	0.112	40	0.143
41	0.156	41	0.119	41	0.156
42	0.171	42	0.128	42	0.171
43	0.189	43	0.138	43	0.189
44	0.210	44	0.149	44	0.210
45	0.231	45	0.163	45	0.231
46	0.253	46	0.180	46	0.253
47	0.271	47	0.198	47	0.271
48	0.285	48	0.220	48	0.285
49	0.303	49	0.244	49	0.303
50	0.326	50	0.270	50	0.326
51	0.355	51	0.300	51	0.355
52	0.392	52	0.333	52	0.392
53	0.434	53	0.368	53	0.434
54	0.486	54	0.405	54	0.486
55	0.543	55	0.447	55	0.543
56	0.605	56	0.493	56	0.605

**Maximum Cost of Insurance Rates  
2001 CSO Mortality Table**

<b>MALE</b>		<b>FEMALE</b>		<b>UNISEX</b>	
<b>Covered Person's Attained Age Last Birthday</b>	<b>Monthly Rate Per 1,000</b>	<b>Covered Person's Attained Age Last Birthday</b>	<b>Monthly Rate Per 1,000</b>	<b>Covered Person's Attained Age Last Birthday</b>	<b>Monthly Rate Per 1,000</b>
57	0.663	57	0.541	57	0.663
58	0.719	58	0.591	58	0.719
59	0.785	59	0.642	59	0.785
60	0.867	60	0.695	60	0.867
61	0.966	61	0.753	61	0.966
62	1.082	62	0.813	62	1.082
63	1.206	63	0.879	63	1.206
64	1.337	64	0.950	64	1.337
65	1.471	65	1.028	65	1.471
66	1.606	66	1.113	66	1.606
67	1.747	67	1.207	67	1.747
68	1.895	68	1.309	68	1.895
69	2.058	69	1.423	69	2.058
70	2.245	70	1.553	70	2.245
71	2.476	71	1.698	71	2.476
72	2.745	72	1.858	72	2.745
73	3.027	73	2.033	73	3.027
74	3.330	74	2.223	74	3.330
75	3.663	75	2.433	75	3.663
76	4.037	76	2.663	76	4.037
77	4.473	77	2.914	77	4.473
78	4.977	78	3.190	78	4.977
79	5.540	79	3.493	79	5.540
80	6.168	80	3.869	80	6.168
81	6.850	81	4.330	81	6.850
82	7.568	82	4.817	82	7.568
83	8.352	83	5.328	83	8.352
84	9.224	84	5.895	84	9.224
85	10.197	85	6.466	85	10.197
86	11.264	86	7.140	86	11.264
87	12.416	87	7.974	87	12.416
88	13.638	88	8.854	88	13.638
89	14.919	89	9.723	89	14.919
90	16.190	90	10.352	90	16.190
91	17.439	91	10.961	91	17.439
92	18.745	92	11.977	92	18.745
93	20.122	93	13.351	93	20.122
94	21.572	94	15.075	94	21.572
95	23.010	95	16.957	95	23.010
96	24.413	96	18.808	96	24.413
97	25.905	97	20.006	97	25.905
98	27.496	98	20.649	98	27.496
99	29.193	99	21.998	99	29.193

**Maximum Cost of Insurance Rates  
2001 CSO Mortality Table**

<b>MALE</b>		<b>FEMALE</b>		<b>UNISEX</b>	
<b>Covered Person's Attained Age <u>Last Birthday</u></b>	<b>Monthly Rate Per 1,000</b>	<b>Covered Person's Attained Age <u>Last Birthday</u></b>	<b>Monthly Rate Per 1,000</b>	<b>Covered Person's Attained Age <u>Last Birthday</u></b>	<b>Monthly Rate Per 1,000</b>
100	30.813	100	23.752	100	30.813
101	32.247	101	25.658	101	32.247
102	33.771	102	27.755	102	33.771
103	35.392	103	30.059	103	35.392
104	37.113	104	32.572	104	37.113
105	38.941	105	35.227	105	38.941
106	40.881	106	37.944	106	40.881
107	42.940	107	40.707	107	42.940
108	45.124	108	43.517	108	45.124
109	47.439	109	46.420	109	47.439
110	49.892	110	49.330	110	49.892
111	52.490	111	52.135	111	52.490
112	55.239	112	54.814	112	55.239
113	58.148	113	57.566	113	58.148
114	61.223	114	61.005	114	61.223
115	64.472	115	64.279	115	64.472
116	67.898	116	67.697	116	67.898
117	71.513	117	71.325	117	71.513
118	75.318	118	74.715	118	75.318
119	79.306	119	78.255	119	79.306
120	83.333	120	83.333	120	83.333

## Table of Attained Age Factors

**Mortality: 2001 Commissioners Standard Ordinary ("CSO") Mortality Table**  
**Interest: 1st Year 7%; 4% Thereafter**

Covered Person's Attained Age <u>Last Birthday</u>	MALE	FEMALE	UNISEX
15	9.37008	11.06977	9.37008
16	9.05703	10.68072	9.05703
17	8.76080	10.30684	8.76080
18	8.47934	9.94640	8.47934
19	8.20850	9.59968	8.20850
20	7.94600	9.26522	7.94600
21	7.69102	8.94179	7.69102
22	7.44287	8.62971	7.44287
23	7.20143	8.32791	7.20143
24	6.96700	8.03606	6.96700
25	6.73938	7.75436	6.73938
26	6.51875	7.48243	6.51875
27	6.30556	7.22033	6.30556
28	6.09886	6.96764	6.09886
29	5.89728	6.72394	5.89728
30	5.70082	6.48886	5.70082
31	5.50946	6.26202	5.50946
32	5.32317	6.04371	5.32317
33	5.14235	5.83320	5.14235
34	4.96708	5.63067	4.96708
35	4.79738	5.43595	4.79738
36	4.63342	5.24883	4.63342
37	4.47526	5.06868	4.47526
38	4.32277	4.89513	4.32277
39	4.17594	4.72767	4.17594
40	4.03446	4.56603	4.03446
41	3.89839	4.41024	3.89839
42	3.76760	4.26015	3.76760
43	3.64205	4.11559	3.64205
44	3.52175	3.97649	3.52175
45	3.40656	3.84275	3.40656
46	3.29609	3.71436	3.29609
47	3.19007	3.59122	3.19007
48	3.08791	3.47315	3.08791
49	2.98907	3.36009	2.98907
50	2.89364	3.25187	2.89364
51	2.80166	3.14826	2.80166
52	2.71327	3.04918	2.71327
53	2.62858	2.95444	2.62858
54	2.54753	2.86382	2.54753
55	2.47020	2.77710	2.47020

## Table of Attained Age Factors

Mortality: 2001 CSO Mortality Table - Interest: 1st Year 7%; 4% Thereafter

Covered Person's Attained Age <u>Last Birthday</u>	MALE	FEMALE	UNISEX
56	2.39646	2.69417	2.39646
57	2.32611	2.61489	2.32611
58	2.25865	2.53905	2.25865
59	2.19377	2.46638	2.19377
60	2.13148	2.39662	2.13148
61	2.07192	2.32958	2.07192
62	2.01523	2.26515	2.01523
63	1.96143	2.20318	1.96143
64	1.91034	2.14356	1.91034
65	1.86174	2.08619	1.86174
66	1.81537	2.03100	1.81537
67	1.77094	1.97791	1.77094
68	1.72827	1.92687	1.72827
69	1.68719	1.87781	1.68719
70	1.64764	1.83069	1.64764
71	1.60966	1.78550	1.60966
72	1.57345	1.74224	1.57345
73	1.53910	1.70082	1.53910
74	1.50640	1.66117	1.50640
75	1.47520	1.62321	1.47520
76	1.44542	1.58688	1.44542
77	1.41706	1.55207	1.41706
78	1.39018	1.51874	1.39018
79	1.36488	1.48680	1.36488
80	1.34113	1.45617	1.34113
81	1.31891	1.42708	1.31891
82	1.29813	1.39981	1.29813
83	1.27859	1.37414	1.27859
84	1.26022	1.34986	1.26022
85	1.24302	1.32693	1.24302
86	1.22702	1.30500	1.22702
87	1.21222	1.28419	1.21222
88	1.19856	1.26487	1.19856
89	1.18598	1.24684	1.18598
90	1.17436	1.22976	1.17436
91	1.16342	1.21238	1.16342
92	1.15279	1.19415	1.15279
93	1.14226	1.17576	1.14226
94	1.13152	1.15750	1.13152
95	1.12018	1.13943	1.12018
96	1.10739	1.12092	1.10739
97	1.09184	1.10078	1.09184
98	1.07166	1.07644	1.07166
99	1.03421	1.03421	1.03421

## Attained Age Factors

Mortality: 2001 CSO Mortality Table - Interest: 1st Year 7%; 4% Thereafter

Covered Person's Attained Age <u>Last Birthday</u>	MALE	FEMALE	UNISEX
100	1.00000	1.00000	1.00000
101	1.00000	1.00000	1.00000
102	1.00000	1.00000	1.00000
103	1.00000	1.00000	1.00000
104	1.00000	1.00000	1.00000
105	1.00000	1.00000	1.00000
106	1.00000	1.00000	1.00000
107	1.00000	1.00000	1.00000
108	1.00000	1.00000	1.00000
109	1.00000	1.00000	1.00000
110	1.00000	1.00000	1.00000
111	1.00000	1.00000	1.00000
112	1.00000	1.00000	1.00000
113	1.00000	1.00000	1.00000
114	1.00000	1.00000	1.00000
115	1.00000	1.00000	1.00000
116	1.00000	1.00000	1.00000
117	1.00000	1.00000	1.00000
118	1.00000	1.00000	1.00000
119	1.00000	1.00000	1.00000
120	1.00000	1.00000	1.00000



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

# PruBenefit Select<sup>SM</sup>

## A Group Flexible Premium Variable Universal Life Insurance Contract

Contract Holder: SPECIFY PARTY

Group Contract No.: G-#####

The Prudential Insurance Company of America (“Prudential”) will provide or pay the Death Benefits of this group flexible premium variable universal life insurance contract (the “Group Contract”) for each Covered Person, subject to its terms and conditions. This promise is based upon the Application of the Contract Holder, a copy of which is attached to this Group Contract, and payment of the required premium contributions. Prudential will charge for benefits on a pooled, non-experience rated standard claimed basis.

The Contract Holder makes all premium contributions and is the Beneficiary of some or all of the Death Benefits. The Contract Holder may allocate net premium contributions and earnings under this Group Contract to one or more Variable Investment Options and/or to the Fixed Interest Rate Option.

This Group Contract takes effect on the Contract Date if it is duly attested on the Schedule of Benefits. Prudential will issue a Benefit Summary Report for each Covered Person. Coverage for each Covered Person commences on the Coverage Effective Date shown on the applicable Benefit Summary Report, provided that each Covered Person executed a valid Consent Form. Coverage for each Covered Person continues as long as the amounts in the Coverage Fund for such Covered Person are sufficient to prevent lapse of Coverage, unless it ends or is terminated as described in the Insurance Plan Rules and General Rules.

This Group Contract is non-participating. This means that it will not share in the profits or surplus earnings of Prudential. Prudential will pay no dividends on the profits or surplus.

This Group Contract is delivered in and governed by the laws of the State of Arkansas.

SECRETARY

CHAIRMAN OF THE BOARD

**NOTICE: The amount and duration of the Death Benefit may be fixed or variable and the Cash Value may increase or decrease daily, depending on the payment of premium contributions, the investment experience of the Variable Investment Option(s), the amount of interest, if any, credited to the Fixed Interest Rate Option and the charges made. There is no guaranteed minimum Cash Value.**

**RIGHT TO EXAMINE THE CONTRACT: This Group Contract is a legal contract between the Contract Holder and Prudential. The Contract Holder may return this Group Contract within the later of 30 days of the date of the Application or 10 days of receipt of this Group Contract to receive no less than premiums paid. This Group Contract will be deemed void from its inception.**

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**PLEASE REVIEW THIS GROUP CONTRACT AND THE PROSPECTUS CAREFULLY:** PruBenefit Select is issued by Prudential. It is offered by prospectus only through Pruco Securities, LLC (“Prusec”) or through broker-dealers that have selling agreements with Prusec. <sup>A</sup>[Prudential and Prusec are both located at 751 Broad Street, Newark, New Jersey 07102], and are Prudential Financial companies.

# Schedule of Benefits

All amounts are aggregate values unless noted.

## GENERAL INFORMATION:

Contract Date:	<u>DATE</u> .
Covered Class:	Employees selected by the Employer to be insured under this Group Contract.
Initial Minimum Number of Covered Persons:	The number of Covered Persons in the Covered Class shall at least equal the number required to meet the definition of a group under the group insurance laws of the governing jurisdiction.
Minimum Coverage Amount (the sum of the Minimum Basic Insurance and the Minimum Target Insurance):	\$100,000 per Covered Person.
Type of Death Benefit:	See attached Benefit Summary Reports.
<sup>B</sup> [Initial interest rate for Type C Death Benefits	Rate between 0% and 8% in 1/2% increments.]
Net Amount at Risk Maximum at issue:	<sup>C</sup> [\$#] per Covered Person.
Minimum Initial Premium Paid on Coverage Effective Date:	An amount equal to three (3) months of total charges for each Coverage.
Minimum Amount the Contract Holder may Withdraw:	\$5,000 (Five Thousand Dollars) per withdrawal.
Minimum Amount the Contract Holder may Borrow:	\$5,000 (Five Thousand Dollars) per loan.
Minimum Subsequent Premium Contributions:	\$1,000 (One Thousand Dollars) per Group Contract.

## BASIC INSURANCE AND COVERAGE LIMITATIONS:

Face Amount:	See attached Benefit Summary Reports.
Minimum Basic Insurance:	\$5,000 per Covered Person.
Minimum Increase in Basic Insurance:	\$5,000 per Covered Person.
Minimum Decrease in Basic Insurance:	\$5,000 per Covered Person.

## TARGET TERM INSURANCE AND COVERAGE LIMITATIONS:

Face Amount:	See attached Benefit Summary Reports.
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Minimum Target Term Insurance: \$5,000 per Covered Person.  
Minimum Increase in Target Term Insurance: \$5,000 per Covered Person.  
Minimum Decrease in Target Term Insurance: \$5,000 per Covered Person.

Attest: \_\_\_\_\_

# Schedule of Charges

The first table summarizes the maximum fees and expenses that the Contract Holder will pay at the time it purchases this Group Contract, makes a premium payment, surrenders this Group Contract or transfers amounts between Variable Investment Options.

Transaction Fees		
Charge	When Charge is Deducted	Maximum Amount Deductible
Premium Load <sup>1</sup>	Deducted from premium payments	<sup>D</sup> [8.50]% of each Target Premium and <sup>D</sup> [2.00]% of Excess Premium in Coverage Years 1 through 4  <sup>D</sup> [3.75]% of each Target Premium and <sup>D</sup> [2.00]% of Excess Premium in Coverage Years 5 through 9  <sup>D</sup> [3.75]% of any premium received in Coverage Years 10 and later
Surrender Fee Charge	Deducted upon Surrender	\$0
Transfer Fee Charge	Each transfer exceeding 12 per Coverage in any Coverage Year	<sup>E</sup> [\$25]

<sup>1</sup> The Premium Load includes an amount to cover the cost of commissions; advertising and the printing and distribution of prospectuses and sales literature; any federal, state or local income, premium, excise, business tax or any other type of charge, or component thereof, measured by or based upon the amount of premium received by Prudential. ~~In Oregon, this is called a premium based administrative charge.~~

The second table describes the maximum Group Contract fees and expenses that the Contract Holder will pay periodically during the time it owns this Group Contract, not including the Funds' fees and expenses.

Periodic Contract Charges other than the Funds' Fees and Expenses		
Charge	When Charge is Deducted	Maximum Amount Deductible
Cost of Insurance ("COI") for the Basic Insurance	Monthly	\$ 83.333 per \$1,000 of Net Amount at Risk ("NAR")

<b>COI for the Target Term Insurance</b>	Monthly	\$ 83.333 per \$1,000 of Net Amount at Risk ("NAR")
<b>Mortality and Expense Risk Charge</b>	Monthly	<sup>F</sup> [0.04]% of assets in Variable Investment Options
<b>Net interest on loans <sup>1</sup></b>	Annually	1%
<b>Administrative Charge</b>	Monthly	<sup>G</sup> [\$10] per Covered Person
<b>Administrative Charge for Increases to Basic Insurance</b>	Each transaction	\$ 25 per transaction

<sup>1</sup> The net interest on loans reflects the net difference between a standard loan with an effective annual interest charge of 5% and an effective annual interest credit equal to 4%. See **Loans**.

**CHARGES DEDUCTED FROM PREMIUM PAYMENTS:**

**Premium Load:**

This charge is deducted to compensate Prudential for the costs of selling the Group Contract, including an amount to cover the cost of any: federal, state or local income, premium, excise, business tax or any other type of charge, or component thereof, measured by or based upon the amount of premium Prudential receives; commissions; advertising and the printing and distribution of prospectuses and sales literature. The Premium Load is deducted from each premium contribution.

For the first four (4) years of each Basic Insurance Coverage Segment, **Prudential may charge up to a maximum of <sup>D</sup>[8.50]% of premiums received each Coverage Year up to the Target Premium and <sup>D</sup>[2.00]% of Excess Premium. In Coverage Years five (5) through nine (9), Prudential may charge up to a maximum of <sup>D</sup>[3.75]% of premiums received each Coverage Year up to the Target Premium and [2.00]% of Excess Premium. In Coverage Years 10 and later, Prudential may charge a maximum of <sup>D</sup>[3.75]% of any premiums received.** The Target Premium is a factor per \$1000 of Basic Insurance based on issue age and gender. Any premium received by Prudential in excess of the Target Premium in the same Coverage Year will be treated as Excess Premium. The total Premium Load equals the Premium Load on the Target Premium plus the Premium Load on Excess Premium, if any.

If there are two or more Basic Insurance Coverage Segments, the Target Premium is calculated separately for each segment. When premiums are paid, each premium payment is allocated to each Basic Insurance Coverage Segment based on the proportion of its Target Premium to the total of all Target Premiums currently in effect. The Target Premium for each Coverage Segment will vary by the Covered Person's gender and issue age on the Coverage Segment's effective date.

**Return of Charges:** A portion of the Premium Load may be returned to the Contract Holder if this Group Contract or a Coverage is fully surrendered during the first ~~eight (8)~~ <sup>eleven (11)</sup> Coverage Years. The Return of Charges is not guaranteed. See **Surrender**.

**CHARGES DEDUCTED FROM THE COVERAGE FUNDS:**

**Cost of Insurance:**

Prudential deducts a monthly COI charge proportionately ~~(or as the Contract Holder directs)~~ from the dollar amounts held in each of the chosen Variable Investment Options and the Fixed Interest Rate Option. The purpose of this charge is to provide insurance coverage.

On each Monthly Date, Prudential will deduct a charge for the COI from the Coverage Funds. For each Covered Person, Prudential will compute the COI for both the Basic Insurance and any Target Term Insurance. The maximum COI charge will be based on:

- (1) the <sup>H</sup>1980 Commissioners Standard Ordinary ~~(Sex-distinct, Ultimate, Composite) on an Age Last Birthday (ALB) basis ("1980 CSO") Mortality Tables for Coverages with a Coverage Effective Date prior to January 1, 2009, and to all Coverage Segments of such Coverages, regardless of the Coverage Segments' Coverage Effective Dates or the 2001 Commissioners Standard Ordinary (Sex-distinct, Ultimate, Composite) on an Age Last Birthday (ALB) basis ("2001 CSO") Mortality Tables for Coverages with a Coverage Effective Date on or after January 1, 2009 ("CSO") Mortality Tables]~~ ~~without Ten Year Select Mortality Factors Attained Age as of age last birthday;~~
- (2) the Extra Rating Class, if any, of the Covered Person; and
- (3) the Attained Age and gender of the Covered Person.

For each Covered Person, Prudential will determine annually the COI rate for each currently effective Coverage (Basic Insurance Coverage and Target Term Insurance, if any) shown in the Benefit Summary Report, subject to the maximum COI charge. The maximum COI charge will be based on: the <sup>H</sup>1980 CSO Mortality Table; or the 2001 CSO Mortality Table as described above. If there is only one Coverage currently in effect, **Prudential will multiply the rate by the Net Amount at Risk divided by 1.0032737 to compute the maximum charge for the COI.**

If there are two or more Coverage Segments (in any combination of Basic Insurance and Target Term Insurance) currently in effect, for each Coverage, Prudential will first allocate the total Net Amount at Risk to each Coverage Segment based on the proportion of the Coverage Segment to the total of all Coverage Segments currently in effect. Prudential will multiply the rate(s) by the allocated Net Amount at Risk for each Coverage Segment divided by 1.0032737 and add the results to determine the total maximum charge for the COI.

For Additional Persons covered under this Group Contract on or after January 1, 2009, the maximum COI charge will be based on the 2001 CSO Mortality Tables.

**Return of Charges:** A portion of the COI may be returned to the Contract Holder if this Group Contract or a Coverage is fully surrendered during the first ~~eight (8)~~ eleven (11) Coverage Years. The Return of Charges is not guaranteed. See **Surrender**.

### **Mortality and Expense Risk Charge:**

This charge is intended to compensate Prudential for assuming mortality and expense risks under this Group Contract. The mortality risk Prudential assumes is that Covered Persons may live for shorter periods of time than Prudential estimated when mortality charges were determined. The expense risk Prudential assumes is that expenses incurred in issuing and administering this Group Contract will be greater than Prudential estimated in fixing Prudential's administrative charges. This charge is not assessed against amounts allocated to the Fixed Interest Rate Option.

**Each month Prudential deducts proportionately from the dollar amounts held in each of the chosen Variable Investment Options a charge based on the assets of the Variable Investment Options up to a maximum of <sup>F</sup>[0.04]% on the assets of the Variable Investment Options. Prudential will reassess this charge annually, subject to the maximum mortality and expense risk charge.**

**Return of Charges:** Not available for this charge.

## Administrative Charge:

This charge is intended to compensate Prudential for processing claims, keeping records, communicating with Contract Holders and similar activities. Prudential may assess an administrative processing charge of up to a maximum of \$25 per transaction in connection with an increase in Basic Insurance.

Prudential deducts a monthly administrative charge of up to a maximum of <sup>G</sup>[\$10] per Covered Person, proportionately from the dollar amounts held in each of the chosen Variable Investment Options and/or the Fixed Interest Rate Option. ~~This charge is intended to compensate Prudential for processing claims, keeping records, communicating with Contract Holders and similar activities.~~

~~Prudential may assess an administrative processing charge of up to a maximum of \$25 per transaction in connection with an increase in Basic Insurance.~~

**Return of Charges:** Not available for this charge.

## ~~Transaction~~Transfer Charges:

Prudential may impose a transfer charge~~charge a transaction fee~~ of up to a maximum of <sup>E</sup>[\$25] for each transfer ~~exceeding 12 for a Coverage in any Coverage Year~~. Prudential deducts the charge proportionately from the dollar amounts held in each of the chosen Variable Investment Options and/or the Fixed Interest Rate Option.

Transfer limitations apply are applied on a per to each Coverage basis, not per~~rather than on a Group Contract basis. Therefore, the <sup>E</sup>[\$25] charge applies after the 12<sup>th</sup> transfer for the Coverage in the same Coverage Year.~~

**Return of Charges:** Not available for this charge.

## FUND CHARGES:

The Funds pay certain fees and expenses as described in the prospectuses for the Funds. Some of those fees and expenses may be paid to Prudential and its affiliates. Funds may change their fees and expenses. See the current prospectuses for the Funds.

**Return of Charges:** Not available for this charge.

## REDUCTION OF CHARGES:

Prudential may reduce charges, where it is expected that the amount or nature of a particular Group Contract will result in savings of sales, administrative or other costs. Prudential determines the eligibility and the amount of such reductions by considering the following factors:

- (1) the number of Covered Persons;
- (2) the total amount of premium payments Prudential expects to receive; and
- (3) any other circumstances that Prudential expects to be relevant in its determination of reducing costs.

Prudential may withdraw or modify other reductions on a uniform basis. Prudential's reductions in charges will not be unfairly discriminatory to the interests of any Contract Holders.



# Variable Universal Life Insurance Coverage

This insurance provides coverage only on the lives of Covered Persons.

## A. DEATH BENEFIT.

If a person dies while a Covered Person, a Death Benefit is payable to the Beneficiary and if applicable, to the Personal Beneficiary, provided Prudential receives proof of death acceptable to Prudential.

If the Coverage is not in default, the amount Prudential will pay will be the Death Benefit determined as of the date of the death of the Covered Person, reduced by any Coverage Debt allocated to such Covered Person.

If the Coverage is in default, and the death of the Covered Person occurs during the grace period, Prudential will pay the Death Benefit, reduced by any Coverage Debt allocated to such Covered Person and by the amount needed to pay the charges specified in the Schedule of Charges with respect to such Covered Person through the date of death.

If a Covered Person dies past the grace period, Prudential will not pay a Death Benefit.

**Death Benefit Payment:** Generally, Prudential will pay the Death Benefit to the Beneficiary, unless the Contract Holder requests otherwise, and if applicable, to a Personal Beneficiary, within seven days after Prudential receives proof of death acceptable to Prudential. However, Prudential may delay payment of proceeds from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

The Contract Holder and/or Employer, as the case may be, shall submit to Prudential proof of a Covered Person's death within 31 days of the date the Contract Holder and/or Employer receives such proof. Proof of a Covered Person's death means an original death certificate with a raised seal, or a photocopy of the death certificate initialed to indicate that the party submitting the claim has viewed the original.

**Interest on Death Benefit:** Any Death Benefit payment described above will be credited with interest in accordance with applicable laws.

**Death Benefit Types:** This Group Contract offers three types of Death Benefit applicable to a Coverage: A, B, and C. The Contract Holder selects the type of Death Benefit applicable to each Coverage. The Contract Holder may select a different Death Benefit type for each Coverage. Prudential shows the Death Benefit type in each Covered Person's Benefit Summary Report. The Attained Age Factors are shown in the Table of Attained Age Factors attached to this Group Contract. For the purposes of computing the Death Benefit, if a Coverage Fund is less than zero, Prudential will consider it to be zero.

For all Death Benefit types, when a Covered Person attains age <sup>K</sup>[100-121], the Coverage's Death Benefit will equal the Cash Value, less any Coverage Debt outstanding and any past due monthly charges for such Coverage. See Attainment of Age <sup>K</sup>[100-121].

**Type A (fixed):** With respect to each Coverage, the Death Benefit on any date is equal to the greater of: (1) the Coverage Amount (as shown in the Benefit Summary Report); **and/or** (2) the Coverage Fund before deduction of the allocable portion of any monthly charges due on that date plus, if applicable, any adjustment due under the Return of Charges provision described under Surrender, multiplied by the applicable Attained Age Factor.

**Type B (variable):** With respect to each Coverage, the Death Benefit on any date is equal to the greater of: (1) the Coverage Amount (as shown in the Benefit Summary Report) plus the Coverage Fund before deduction of the allocable portion of any monthly charges due on that date; **and/or** (2) the Coverage Fund before deduction of the allocable portion of any monthly charges due on that date plus, if applicable, any

adjustment due under the Return of Charges provision described under Surrender, multiplied by the applicable Attained Age Factor.

**Type C (return of premium):** With respect to each Coverage, the Death Benefit on any date is equal to the greater of: (1) the Coverage Amount (as shown in the Benefit Summary Report) plus the total premium contributions paid for such Coverage minus total withdrawals from the Coverage Fund both accumulated with interest at the rate(s) shown in the Schedule of Benefits; **and/or** (2) the Coverage Fund before deduction of the allocable portion of any monthly charges due on that date plus, if applicable, any adjustment due under the Return of Charges provision described under Surrender, multiplied by the applicable Attained Age Factor. Premiums paid in connection with a reinstatement are not used in the calculation to determine the Type C (return of premium) Death Benefit.

For all death benefit types to determine the Death Benefit, Prudential may use the greater amount under (2) above to ensure that the Coverage complies with the Internal Revenue Code's definition of life insurance.

**Changing the Type C (return of premium) Death Benefit Interest Rate:** The Contract Holder may change the interest rate for Coverages that provide for a Type C Death Benefit once each Coverage Year. The Contract Holder may choose a rate between 0% and 8% in 1/2% increments. The change will become effective on the Monthly Date on or after the date Prudential receives the request from the Contract Holder. Any change in interest rate for a Type C Death Benefit will apply to every Type C Death Benefit under this Group Contract. All changes in Type C interest rates are applied prospectively. The interest rate applicable to each Type C Death Benefit is shown in the Schedule of Benefits.

**Changing the Type of Death Benefit:** Subject to the restrictions set forth below, the Contract Holder may change the type of Death Benefit any time after issue and subject to Prudential's approval. Prudential will increase or decrease the affected Covered Person's Coverage Amount so that the Death Benefit immediately after the change, generally, matches the Death Benefit immediately before the change. The Basic Insurance after a change may not be lower than the Minimum Basic Insurance for each Covered Person. In addition, the sum of the Basic Insurance and the Target Term Insurance must equal or exceed the Minimum Coverage Amount stated in the Schedule of Benefits.

**From a Type A (fixed) Death Benefit:** After issue, the Contract Holder may not change from a Type A (fixed) Death Benefit to a Type B (variable) Death Benefit or Type C (return of premium) Death Benefit.

**From a Type B (variable) Death Benefit:** If the Contract Holder is changing from a Type B (variable) to a Type A (fixed) Death Benefit, Prudential will increase the Coverage Amount by the amount in the Coverage Fund for the affected Covered Persons on the date the change takes effect.

If the Contract Holder chooses a Type B (variable) Death Benefit at issue, the Contract Holder will NOT be able to change to a Type C (return of premium) Death Benefit after issue.

**From a Type C (return of premium) Death Benefit:** If the Contract Holder changes the Death Benefit type from a Type C (return of premium) to a Type A (fixed) Death Benefit, Prudential will change the Coverage Amount for Coverages affected by this change. Prudential will add to the Coverage Amount the total premiums allocated to each Covered Person minus total withdrawals allocated to each Covered Person both, credited with interest at the rate(s) chosen by the Contract Holder on the date the change takes effect.

If the Contract Holder chooses a Type C (return of premium) Death Benefit at issue, the Contract Holder will NOT be able to change to a Type B (variable), Death Benefit after issue.

To request a change, the Contract Holder must fill out an application for change, which can be obtained from the Contract Holder's registered representative or a Service Office. If Prudential approves the change, Prudential will recompute the affected Coverage's charges and appropriate tables and send the Contract Holder a new Benefit Summary Report for each affected Coverage. Prudential may require the Contract Holder to send the Group Contract before making the change. There may be circumstances under which a change in the Death Benefit type may cause the affected Coverage to be classified as a Modified Endowment Contract. See **Modified Endowment Contracts**.

**Target Term Insurance:** This Group Contract may provide Target Term Insurance which may be payable on the death of a Covered Person. Any such benefit will be payable only if the applicable Coverage under this Group Contract is not in default past the grace period at the time of the death.

The Target Term Insurance provides a flexible term insurance benefit to Attained Age 100 of a Covered Person. The Contract Holder specifies the amount of Target Term Insurance the Contract Holder desires with respect to each Covered Person. That amount will be shown in each Covered Person's Benefit Summary Report. For each Covered Person, the sum of the Basic Insurance and the Target Term Insurance equals the Coverage Amount.

The value of the Target Term Insurance fluctuates as the value of the Basic Insurance changes under certain circumstances. If the Coverage Fund has grown to the point where the Basic Insurance begins to vary as required by the Internal Revenue Code's definition of life insurance, the Target Term Insurance will decrease (or increase) dollar for dollar as the Basic Insurance increases (or decreases). It is possible for the Coverage Fund and, consequently, the Basic Insurance, to grow to the point where the Target Term Insurance is reduced to zero. If the Coverage provides for a Type A (fixed) Death Benefit and the Contract Holder takes a withdrawal from the Coverage Fund of such Coverage, Prudential may reduce the Basic Insurance and the Target Term Insurance proportionately if the Death Benefit was previously increased to meet the definition of life insurance.

**Increases in Basic Insurance and/or Target Term Insurance:** After any Coverage's first Coverage Anniversary and effective as of a Monthly Date, the Contract Holder may request an increase in the amount of insurance by increasing a Coverage's Basic Insurance and/or the Target Term Insurance, thus, creating an additional Coverage Segment within such Coverage. The increase will be subject to Prudential's underwriting requirements.

The following conditions must be met:

- (1) the Contract Holder must ask for the change in a form that meets Prudential's needs;
- (2) the amount of the increase must be at least equal to the minimum increase in Basic Insurance and/or Target Term Insurance shown in the Schedule of Benefits;
- (3) the Contract Holder must prove to Prudential that the Covered Person is insurable for any increase;
- (4) the Coverage must not be in default; and
- (5) if Prudential asks the Contract Holder to do so, the Contract Holder must send Prudential the Group Contract to be endorsed.

If Prudential approves the change for any Coverage, Prudential will send the Contract Holder a new Benefit Summary Report for each such Coverage showing the amount and effective date of the change. The affected Covered Person must be living on the effective date for the change to be effective.

The Contract Holder may request scheduled increases on designated Coverage Anniversaries:

- (1) for the Target Term Insurance only; or
- (2) if a Coverage at issue includes Basic Insurance and Target Term Insurance, so long as the scheduled increase proportionately increases the Basic Insurance and Target Term Insurance.

All increases are effective on designated Coverage Anniversaries. The schedule of increases must meet the following additional conditions:

- (1) the amount of each scheduled increase must be at least equal to the minimum increase in Basic Insurance and/or the Target Term Insurance shown in the Schedule of Benefits;

- (2) the amount of a scheduled increase is limited annually to no more than 20% of the Coverage Amount at issue. In addition, for the life of the Coverage, the sum of all scheduled increases may not exceed a maximum of four (4) times the Coverage Amount at issue for each fully underwritten Coverage or two (2) times the Coverage Amount at issue for each simplified issue or guaranteed issue Coverage.
- (3) increases for any Coverage cannot be scheduled to take place after the affected Covered Person's Attained Age 70; and
- (4) a Coverage with a scheduled increase must not be in default on the effective date of the scheduled increase;

If the Contract Holder requests an unscheduled increase, the Contract Holder must supply Prudential with a new schedule. The new schedule must also conform to the same limitations, but for the purposes of calculating the limitations, the Contract Holder may use the Coverage Amount after the unscheduled increase. These are Prudential's current guidelines. Prudential may change these conditions at any time upon notice to the Contract Holder.

The maximum COI rates for a Coverage Segment representing an increase in the Basic Insurance and the Target Term Insurance are based upon the mortality table used to calculate the maximum COI shown in the Schedule of Charges, the Attained Age at the effective date of the increase and the number of years since then, sex (except where unisex rates apply), and Extra Rating class, if any. The NAR (the Death Benefit minus the Coverage Fund) for a Coverage is allocated to each Coverage Segment based on the proportion of the Coverage Segment to the total of all Coverage Segments for a Coverage. The Attained Age Factor for a Coverage with an increase in the Basic Insurance and/or the Target Term Insurance is based on the Covered Person's Attained Age for the initial Coverage Segment.

The Free-Look period is not applicable to increases to the Basic Insurance or Target Term Insurance. Increases in Basic Insurance and/or Target Term Insurance create Additional Returnable Charges. The Additional Returnable Charges are subject to the Return of Charges provision with the same Return of Charges Period that was applicable to the Returnable Charges at issue.

Payment of premium in conjunction with an increase in Basic Insurance and/or the Target Term Insurance may cause an affected Coverage to be classified as a Modified Endowment Contract. See **Modified Endowment Contracts**.

**Decreases in Basic Insurance and/or Target Term Insurance:** The Contract Holder may request a decrease in the Basic Insurance and/or the Target Term Insurance without withdrawing any Cash Value. A decrease in the Basic Insurance and/or Target Term Insurance will reduce the Coverage Amount and the monthly deductions for the cost of insurance.

The following conditions must be met:

- (1) the Contract Holder must ask for the change in a form that meets Prudential's needs;
- (2) the amount of the decrease must be at least equal to the minimum decrease in the Basic Insurance and/or the Target Term Insurance shown in the Schedule of Benefits;
- (3) the Basic Insurance and/or the Target Term Insurance after the decrease must be at least equal to the Minimum Basic Insurance and /or the Target Term Insurance shown in the Schedule of Benefits; and
- (4) if Prudential asks the Contract Holder to do so, the Contract Holder must send Prudential the Group Contract to be endorsed.

If Prudential approves the decrease for any Coverage, Prudential will send the Contract Holder a new Benefit Summary Report for each such Coverage showing the amount and effective date of the change.

For Coverages with more than one Coverage Segment, a decrease in Basic Insurance and/or the Target Term Insurance will reduce each Coverage Segment on a last in first out basis.

Prudential may decline a request to decrease the Basic Insurance and/or the Target Term Insurance for any Coverage if Prudential determines it would cause the affected Coverage to fail to qualify as "life insurance" for purposes of Section 7702 of the Internal Revenue Code.

If the Basic Insurance and/or the Target Term Insurance is decreased for any Coverage, there is a possibility that affected Coverage will be classified as a Modified Endowment Contract. See **Modified Endowment Contracts**.

Attainment of Age <sup>k</sup>[100-121]: For all Death Benefit types, when a Covered Person attains age <sup>k</sup>[100-121], the Coverage's Death Benefit will equal the Cash Value, less any Coverage Debt outstanding and any past due monthly charges. For such Coverage, Prudential will then no longer deduct monthly charges for the Cost of Insurance for Basic Insurance and Target Term Insurance, if any, nor accept any contributions.

Prudential will continue to collect the monthly Mortality and Expense Risk Charge and Administrative Charge.

## B. BENEFICIARY.

The Beneficiary for the Coverage, prior to any assignment of Coverage to a Covered Person, is the Contract Holder.

If the Contract Holder assigns Coverage to a Covered Person, the Covered Person's designation of the Contract Holder as Beneficiary in the Consent Form is automatically revoked. The Covered Person must designate a new Beneficiary by giving written notice to Prudential on a form acceptable to Prudential. If the Covered Person designated a Personal Beneficiary, then upon the assignment, the Personal Beneficiary automatically becomes the Beneficiary for the entire Death Benefit. If the Covered Person does not designate a Beneficiary, then the Covered Person's estate is the Beneficiary.

At the Contract Holder's discretion and with Prudential's consent, the Contract Holder may permit a Covered Person to designate an individual, trust or any other legal entity who will receive a portion of the Death Benefit with respect to such Coverage (each, a "Personal Beneficiary"). If permitted to designate a Personal Beneficiary, the Covered Person will designate his or her Personal Beneficiary on a form acceptable to Prudential. The portion of the Death Benefit allocable to a Personal Beneficiary will be shown in such form.

The Covered Person may change his or her Personal Beneficiary designation by giving written notice to Prudential on a form acceptable to Prudential. The Covered Person's Personal Beneficiary will be shown in the Benefit Summary Report.

The Contract Holder may revoke the Covered Person's Personal Beneficiary designation at any time prior to the death of a Covered Person or assignment of Coverage to a Covered Person. Such revocation is effective upon Prudential's receipt of the revocation notice in Good Order on a form acceptable to Prudential. Upon such revocation, the Contract Holder is the Beneficiary for the entire Death Benefit.

Prudential reserves the right to decide what proof of identity, age or other facts about any persons designated as Personal Beneficiaries it may require before it makes a payment to a Personal Beneficiary.

## C. PREMIUM PAYMENT AND PREMIUM ALLOCATION.

Premium payments will be made solely by the Contract Holder. Covered Persons may not make premium payments. The Contract Holder's total premium payment on the Coverage Effective Date must be at least equal to the Minimum Initial Premium set forth in the Schedule of Benefits. There is no coverage under this Group Contract until that premium contribution is paid, all required forms are submitted and are accepted by Prudential, and each Covered Person has executed a valid Consent Form. Prudential may permit the Group Contract and a Coverage to be backdated up to six (6) months from the Contract Date and the Coverage

Effective Date, respectively. If Prudential agrees to backdate the Contract Date and a Coverage Effective Date, then the Contract Holder's initial premium payment must be sufficient to cover all charges described in the Schedule of Charges for up to a six (6) month period, including Premium Loads, COI, Mortality and Expense Risk Charges and Administrative Charges.

The Contract Holder will determine each Covered Person's portion of the premium payment. Prudential will then deduct the Covered Person's applicable Premium Load from the Covered Person's premium portion. See **Schedule of Charges**. Prudential will then deduct the Covered Person's portion of the first month's COI, Mortality and Expense Risk Charge, and Administrative Charge (such charges will be prorated if the date a person becomes insured is other than the first day of the month). The balance is the Covered Person's Net Premium which is then allocated to the Covered Person's Coverage Fund on the payment date. See **Premium Allocation**.

The Contract Holder may return the Group Contract for a refund within the later of 30 days of the date of the Application or 10 days after the Contract Holder receives it. The Contract Holder will receive a refund of no less than premiums (including fees and charges) applied to the separate account adjusted for investment gains and losses, plus premiums (including fees and charges) applied to the Fixed Interest Rate Option. A Group Contract returned according to this provision shall be deemed void from the beginning.

Prudential will allocate immediately the Net Premium to the Variable Investment Options or Fixed Interest Rate Option as instructed by the Contract Holder.

**Additional Premium Payments:** Subject to the limitations below, additional premium contributions may be paid at any time during the lifetime of each Covered Person as long as the Coverage for such Covered Person is not in default beyond the grace period. Subsequent premium payments are subject to a minimum payment for the Group Contract. See **Schedule of Benefits**. Such subsequent premium payment will be reduced for the Premium Load as described in the Schedule of Charges. Premium contributions may be paid in accordance with the General Rules. Prudential will provide a signed receipt upon request.

Prudential may refuse to accept a premium payment:

- (1) that would, in the opinion of Prudential, cause a Coverage to fail to qualify as life insurance under applicable tax law;
- (2) that increases the Death Benefit by more than it increases the Coverage Fund; and
- (3) if the NAR exceeds the Net Amount at Risk Maximum at issue stated in the Schedule of Benefits. Prudential will only accept any premium payment necessary to keep a Coverage in force.

Furthermore, there are circumstances under which the payment of premiums in amounts that are too large may cause a Coverage to be characterized as a Modified Endowment Contract. If the Contract Holder makes a payment that would cause a Coverage to be characterized as a Modified Endowment Contract, Prudential will send the Contract Holder a letter to advise the Contract Holder of the Contract Holder's options. Generally, the Contract Holder has 60 days from when Prudential received the Contract Holder's payment to remove the excess premiums and any accrued interest. If the Contract Holder chooses not to remove the excess premium and accrued interest, the affected Coverage will become permanently characterized as a Modified Endowment Contract.

**Modified Endowment Contracts:** Section 7702A of the Internal Revenue Code defines Modified Endowment Contracts as those life insurance contracts issued or materially changed on or after June 21, 1988 on which the total premium paid during the first seven (7) years exceed the amount that would have been paid if the contract provided for paid up benefits after seven (7) level annual premiums. Under certain conditions, a contract may become a modified endowment contract, or may become subject to a new seven year testing period as a result of a "material change" or a "reduction in benefits" as defined by Section 7702A(c) of the Internal Revenue Code.

A Coverage could be classified as a Modified Endowment Contract if premiums in amounts that are too large are paid or a decrease in the Coverage Amount is made during a seven (7) year testing period. The addition

of an increase in the Coverage Amount may also cause a Coverage to be classified as a Modified Endowment Contract if a significant premium is paid in conjunction with an increase.

Under current tax law, if a Coverage is classified as a Modified Endowment Contract, then amounts the Contract Holder receives under a Coverage before the Covered Person's death, including loans and withdrawals, are included in income to the extent that the Coverage Fund exceeds the premiums paid for such Coverage increased by the amount of any loans previously included in income and reduced by any untaxed amounts previously received other than the amount of any loans excludible from income. An assignment of a Modified Endowment Contract is taxable in the same way. These rules also apply to pre-death distributions, including loans and assignments, made during the two-year period before the time that a Coverage became a Modified Endowment Contract.

**Premium Allocation:** Each Covered Person's Net Premium will be allotted to one or more of the Variable Investment Options and/or the Fixed Rate Interest Option shown in the List of Investment Options. The total allotment for all Covered Persons for each Investment Option will be made as instructed by the Contract Holder, on a form acceptable to Prudential, as of the end of the Valuation Period in which it is received in Good Order. The total allocation to all selected investment options must equal 100%.

The Contract Holder may change the allocation for future Net Premium contributions at any time if this Group Contract is not in default. To change the allocations, the Contract Holder must notify Prudential in a form approved by Prudential. The change will take effect on the date Prudential receives notice from the Contract Holder. Prudential will send the Contract Holder a confirmation of the transaction.

**Default Allocation:** Prudential will allocate premiums immediately to the money market variable investment option in the following circumstances:

- (1) a premium contribution or transfer request would exceed the Fixed Interest Rate Option limits; or
- (2) a premium contribution or transfer request would exceed a limit applicable to any variable investment option, or the underlying Fund is unable to accept the allocation for any reason.

The Contract Holder may reallocate from the money market variable investment option by providing new allocation instructions acceptable to Prudential.

**D. COVERAGE FUND.**

On the Coverage Effective Date, when the Contract Holder makes the first premium payment, the applicable Net Premium, less any charges due on or before that day, becomes the Coverage Fund for each Covered Person. After the Coverage Effective Date, a Covered Person's Coverage Fund is equal to what it was on the prior day *plus* these items:

- (1) any of the Covered Person's Net Premiums credited that day;
- (2) the Covered Person's portion of any increase in the market value of the assets held in the Variable Investment Options to which Net Premiums for that Covered Person have been allocated;
- (3) the Covered Person's portion of any interest credited to the Covered Person's allocation of Net Premiums to the Fixed Interest Rate Option;
- (4) any interest credited on the Covered Person's Loan Account, if any; and
- (5) the Covered Person's portion of any amount credited in accordance with the General Rules;

and *less* any of the Covered Person's portion of these items applicable that day:

- (6) any decrease in the market value of the assets held in the Variable Investment Options to which Net Premiums for that Covered Person have been allocated;
- (7) any amount charged in the Schedule of Charges;

- (8) any withdrawals;
- (9) any refunds or charges made in accordance with the General Rules; and
- (10) any adjustment due to the termination of coverage for such Covered Person.

**E. DEDUCTION OF CHARGES.**

Prudential will automatically deduct the applicable charges due from each Covered Person's Coverage Fund.

When coverage ends for whatever reason, Prudential will determine and deduct the charges due in accordance with the Schedule of Charges through the date coverage ends.

**F. VARIABLE INVESTMENT OPTIONS.**

Each Variable Investment Option under this Group Contract is a sub-account of a Separate Account of Prudential. Each Variable Investment Option invests in the shares of a Fund. The Variable Investment Options available under this Group Contract are shown in the List of Investment Options. Each Fund has its own investment objective and associated risks which are described in the accompanying Fund prospectuses.

Amounts the Contract Holder allocates to the Variable Investment Options may grow in value, decline in value or grow less than the Contract Holder expects, depending on the investment performance of the Variable Investment Options the Contract Holder chooses. The Contract Holder bears the investment risk that the Funds may not meet their investment objectives. The Contract Holder may lose its entire investment in the Variable Investment Options.

Prudential may establish additional Variable Investment Options. Prudential will notify the Contract Holder within one (1) year if Prudential does so. Prudential may also eliminate existing Variable Investment Options, but only, where required, with the consent of the SEC and, where required, of the insurance regulator of the state of domicile of Prudential and/or the Governing Jurisdiction of this Group Contract.

A Separate Account is a segregated asset account established by Prudential. Prudential is the owner of the assets in the Separate Account, including for federal income tax purposes. Prudential keeps the assets of the Separate Account separate from the assets of its general account. As authorized by the terms of Section 17B:28-9(c) of the New Jersey Insurance Code, the assets held in the Separate Accounts shall not be chargeable with liabilities arising out of any other business of Prudential. For this purpose, "Assets" means only those Assets held in the Separate Accounts needed to satisfy Prudential's obligations under the contracts that participate in such Separate Accounts. Assets held in each Variable Investment Option shall not be chargeable with liabilities arising in connection with any other Variable Investment Option.

In addition to these assets, the Separate Account's assets may include amounts contributed by Prudential to commence operation of the Separate Account and may include accumulations of the charges Prudential makes against the Separate Account. From time to time, Prudential will transfer these additional amounts to its general account. Before making any such transfer, Prudential will consider any possible adverse impact the transfer might have on the Separate Account.

The assets of the Separate Account shall be available to cover the liabilities of the general account only to the extent that the assets exceed the liabilities of the Separate Account arising under the variable universal life insurance policies supported by the Separate Account.

Income, gains and losses, whether or not realized, from assets allocated to a Variable Investment Option, shall be credited to or charged against such Variable Investment Option without regard to other income, gains or losses of Prudential.

**Separate Account Investments:** Prudential may invest the assets of different Separate Accounts in different ways. Prudential will do so only, where required, with the consent of the SEC and, where required, of the insurance regulator of the state of domicile of Prudential and/or the Governing Jurisdiction of this Group Contract. Prudential may change the investment policy of the Separate Account but only with the consent of the insurance regulator of the state of domicile of Prudential and/or the Governing Jurisdiction of

this Group Contract, where required. That approval process is on file with the insurance regulator of the Governing Jurisdiction of this Group Contract, where required.

Valuation: Prudential records and tracks the value of each Contract Holder's interest in a Variable Investment Option by converting each premium payment into units (each a "Unit") of the Variable Investment Option or Variable Investment Options selected, by dividing the amount of the premium payment by the unit value of the Variable Investment Option to which that premium payment amount has been allocated.

The value of each Unit changes each Business Day (as defined below) to reflect the investment results, expenses and charges of the Variable Investment Option and the corresponding Fund. The value of each Unit is determined when the net asset value of each Fund is calculated, which is generally at the close of the regular trading session of the New York Stock Exchange ("NYSE") each day the NYSE is open (a "Business Day").

On any given Business Day, the value of a Variable Investment Option Unit will be determined by multiplying the value of such Unit for the preceding Business Day by the net investment factor for that Variable Investment Option for the current Business Day. The net investment factor for any Business Day is determined by dividing the value of the Variable Investment Option assets for that day by the value of the Variable Investment Option assets for the preceding Business Day (ignoring, for this purpose, changes resulting from new premium payments and withdrawals).

Prudential converts the dollar amounts of the monthly charges, the Cost of Insurance, Mortality and Expense Risk Charge, and Administrative Charge, into Units. The resulting number of Units are deducted pro-rata from the Variable Investment Options invested in by the Contract Holder.

Amounts may be transferred from one available Variable Investment Option to another available Variable Investment Option or Variable Investment Options. The transfer may be made in dollars or in terms of a percentage reallocation among Variable Investment Options. In order to account for the transfer, Prudential converts the dollar amount or percentage amount into Units; the resulting number of Units are transferred. Transfers may be subject to limitations. See **Transfers**.~~Prudential will determine the value of the assets in each Separate Account registered with the SEC under the Investment Company Act of 1940 and any Variable Investment Option on each Business Day.~~

## **G. FIXED INTEREST RATE OPTION.**

The Contract Holder may choose to allocate, initially or by transfer, all or part of the Coverage Funds to the Fixed Interest Rate Option. Contributions to, and withdrawals from, the Fixed Interest Rate Option are limited. The Contract Holder cannot make a contribution or transfer to the Fixed Interest Rate Option if the total value of the amounts in the Fixed Interest Rate Option under all employer owned life insurance, including this Group Contract, issued by Prudential and owned by the Contract Holder or its trust, and the value of the proposed contribution or transfer would exceed \$25,000,000 as of the effective date of such transaction. Transfers to or from the Fixed Interest Rate Option are further restricted. See **Transfers**.

The amounts allocated to the Fixed Interest Rate Option become part of Prudential's general account. The general account consists of all assets owned by Prudential other than those in the Separate Account and in other separate accounts that have been or may be established by Prudential. Subject to applicable law, Prudential has sole discretion over the investment of the general account assets and Contract Holders do not share in the investment experience of those assets. Instead, Prudential guarantees that the part of the Coverage Funds allocated to the Fixed Interest Rate Option will accrue interest daily at an effective annual rate that Prudential declares periodically, but not less than an effective annual rate of 2%. Prudential is not obligated to credit interest at a rate higher than an effective annual rate of 2%, although Prudential may do so.

Prudential has the right to postpone paying any part of a withdrawal or surrender that is to come from the Fixed Interest Rate Option for up to six (6) months.

## H. TRANSFERS.

The Contract Holder may, for each Coverage, transfer amounts into or out of the Variable Investment Options twice per calendar month, up to 24 transfers per calendar year. Transfer limitations are applied on a per Coverage basis, not per Group Contract. Certain restrictions apply to transfers from the Fixed Interest Rate Option. Certain Variable Investment Options may have additional restrictions.

~~Each transfer must be made by written notice, in a form acceptable to Prudential, sent to the Service Office via electronic mail, facsimile or U.S. mail. The Contract Holder may, up to 20 times each Coverage Year per Coverage, transfer amounts among the Variable Investment Options or to the Fixed Interest Rate Option. Transfer limitations apply to each Coverage, rather than on a Group Contract basis. Certain restrictions apply to transfers from the Fixed Interest Rate Option. Certain Variable Investment Options may have additional restrictions.~~

~~Each transfer must be made by written notice in a form acceptable to Prudential.~~

There is an administrative charge shown in the Schedule of Charges, for each transfer ~~made exceeding 12 per Coverage in any Coverage Year.~~

This Group Contract may be purchased by a corporation or other entity as a means to informally finance the liabilities created by an employee benefit plan, and to this end such corporation or entity may allocate amounts under this Group Contract on an aggregate basis in order to match the liabilities under such plan. Subject to Prudential's approval, Group Contracts sold under these circumstances are eligible for special transfer privileges. In lieu of the two (2) transfers per calendar month restriction, the Contract Holder may transfer amounts among the Variable Investment Options without limitation in order to match the allocations among the Variable Investment Options in this Group Contract to the allocations made by participants under the employee benefit plan. Prudential will monitor aggregate trades among the Variable Investment Options for frequency, pattern and size for potentially harmful investment practices. If Prudential detects trading activity that it believes may be harmful to the overall operation of any Variable Investment Option or underlying Fund, Prudential may withdraw the special transfer privilege and require that all subsequent transfers be limited to two (2) per month, 24 per calendar year.

While Prudential seeks to identify and prevent disruptive frequent trading activity, it may not always be possible to do so. Therefore no assurance can be given that the restrictions Prudential imposes will be successful in preventing all disruptive frequent trading and avoiding harm to long-term investors. The restrictions described in these paragraphs will be applied uniformly to all Contract Holders subject to the restrictions.

Transfers among Variable Investment Options will take effect as of the end of the Valuation Period in which a transfer request is received in Good Order at the Prudential Service Office listed in the General Rules. The request may be in terms of dollars, such as a request to transfer \$5,000 from one Variable Investment Option to another, or may be in terms of a percentage reallocation among Variable Investment Options. The total allocation to all selected investment options must equal 100%.

All transfers made during the period from the opening of a Business Day (usually 9:00 a.m. Eastern time) to the close of that Business Day (usually 4:00 p.m. Eastern time) are considered one (1) transfer.

Transfers out of the Money Market investment option will not be made until 10 days after the Contract Holder receives this Group Contract or such longer period as may be required by applicable law. Such transfers and any transfers due to any fund closures or mergers will not be considered toward ~~s the 12 free transfers per Coverage Year or the 20 transfer limit per Coverage Year~~ any applicable transfer limit.

**Fixed Interest Rate Option:** Notwithstanding any other transfer restriction or privilege for all Coverages and Contract Holders, o Only one (1) transfer per Covered Person from the Fixed Interest Rate Option will be permitted during each Coverage Year. The maximum amount a Contract Holder may transfer out of the Fixed Interest Rate Option each Coverage Year is the greater of: (a) 25% of the largest amount in the Fixed Interest Rate Option over the prior four Coverage Years; and (b) \$ 2,000. Prudential may change these limits in the future or waive these restrictions for limited periods of time in a non-discriminatory way.

Prudential will adjust transfers out of the Fixed Interest Rate Option due to withdrawals so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded. If the Fixed Interest Rate Option is the only investment option, Prudential will reduce the amount of the withdrawal so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded.

Transfers to the Fixed Interest Rate Option are further restricted. The Contract Holder cannot make a contribution or transfer to the Fixed Interest Rate Option if the total value of the amounts in the Fixed Interest Rate Option under all employer owned life insurance, including this Group Contract, issued by Prudential and owned by the Contract Holder or its trust, plus the value of the proposed contribution or transfer would exceed \$25,000,000 as of the effective date of such transaction. The restriction on transfers to the Fixed Interest Rate Option applies to all Coverages and all Contract Holders notwithstanding any other transfer restriction or privilege.

**Additional Transfer Restrictions:** This Group Contract was not designed for professional market timing organizations, other organizations, or individuals using programmed, large, or frequent transfers. Large or frequent transfers among Variable Investment Options in response to short-term fluctuations in markets, sometimes called “market timing”, can make it very difficult for Fund advisers/sub-advisers to manage the Variable Investment Options. Large or frequent transfers may cause a Fund to hold more cash than otherwise necessary, disrupt management strategies, increase transaction costs, or affect performance to the disadvantage of other Contract Holders or other Fund investors.

If Prudential (in its discretion) believes that a pattern of transfers or a specific transfer request, or group of transfer requests, may have a detrimental effect on the performance of the Variable Investment Options, or Prudential is informed by a Fund (e.g., by the Fund’s adviser/sub-advisers) that the purchase or redemption of interests in the Variable Investment Option must be restricted because the Fund believes the transfer activity to which such purchase or redemption relates would have a detrimental effect on performance of the affected Variable Investment Option, Prudential may modify a Contract Holder’s right to make transfers by restricting the number, timing, and amount of transfers or may prohibit transfer requests by such Contract Holder. Prudential may prohibit transfer requests made by an individual acting under a power of attorney on behalf of more than one Contract Holder. Prudential will immediately notify the Contract Holder at the time of a transfer request if Prudential exercises this right.

Any restrictions on transfers will be applied uniformly to all persons who own Group Contracts like this one, and will not be waived, except as described above with respect to transfers from the Fixed Interest Rate Option. However, due to the discretion involved in any decision to exercise Prudential’s right to restrict transfers, it is possible that some Contract Holders may be able to effect transactions that could affect Fund performance to the disadvantage of other Contract Holders and other Fund investors.

## I. SURRENDER.

While a Covered Person is living the Contract Holder may choose to surrender the Coverage for one, some or all Covered Persons at any time. To do so, it must notify Prudential in writing on a form acceptable to Prudential, specifying which Coverages it wishes to surrender. Prudential may require the Contract Holder to send it this Group Contract, if all the Coverages are surrendered, and/or the Benefit Summary Report for each Covered Person, if a Coverage is surrendered. The Coverage will end on the date the request is received in Good Order. Prudential will pay the Surrender Value to the Contract Holder in a lump sum. The Net Cash Value at any time for any Covered Person is the Coverage Fund less any applicable Coverage Debt. If a Coverage is in default, the Net Cash Value is zero.

To surrender this Group Contract, the Contract Holder must surrender all Coverages. Any issued Assignment Certificates remain in force and are not affected by the surrender of the Group Contract.

When this provision becomes effective and the Coverage ends, Prudential will not make any changes set forth in the General Rules.

For any surrendered Coverage, Prudential will compute the Surrender Value and make payments to the Contract Holder as follows:

- (1) Prudential first will calculate any Coverage Debt and any charges due in accordance with the Schedule of Charges.
- (2) Next, Prudential will deduct the total of the amounts in (1) above from the surrendered Coverage Funds to which such charges apply. The deductions will take place on the date Prudential receives the surrender request in Good Order.
- (3) Prudential will add any amounts due under the return of charges provision, if applicable.

After the total amounts are calculated above, Prudential will usually pay any Surrender Value within seven (7) days after Prudential receives the request from the Contract Holder and this Group Contract, if Prudential requires it, at the Prudential Service Office. Payments will be made by wire transfer to the account designated by the Contract Holder unless the Contract Holder requests otherwise.

Prudential may delay payment of proceeds from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

Prudential may delay payment of the Surrender Value attributable to the Fixed Interest Rate Option for up to six (6) months. Prudential will pay interest as required by applicable law if such a payment is delayed for more than 30 days.

**Return of Charges:** If a Coverage is fully surrendered within the first ~~eight (8)~~ eleven (11) Coverage Years, or if this Group Contract is fully surrendered within the first ~~eight (8)~~ eleven (11) Coverage Years, Prudential may return some portion of the charges paid prior to the date of surrender ("Returnable Charges"). The return of charges is not guaranteed. The Contract Holder should consult its tax advisers and accountants regarding the tax treatment of the Return of Charges.

The Premium Load and COI applicable to the surrendered Coverage for the Basic Insurance and Target Term Insurance are Returnable Charges. The following charges are not Returnable Charges: Mortality and Expense Risk Charge, Administrative Charge, Transaction Charge, and Fund Charges.

Increases in Basic Insurance and/or Target Term Insurance create Additional Returnable Charges. The Additional Returnable Charges are subject to the Return of Charges provision with the same Return of Charges Period that was applicable to the Returnable Charges at issue.

There is no return of charges for a Coverage if any of the following conditions exist:

- (1) the surrender is in connection with a 1035 exchange or any similar Internal Revenue Code provision providing for a tax-advantaged exchange of insurance contracts;
- (2) such Coverage has been assigned to any Covered Person prior to the date of surrender; or
- (3) such Coverage is in default beyond the grace period on the date of surrender.

Prudential uses a formula to determine the Returnable Charges. For each Coverage, the Return of Charges Period begins in month ~~1~~ one (1) from the Coverage Effective Date and extends to month ~~96~~ 132 from the Coverage Effective Date, with declining factors from month ~~1~~ 13 to month ~~96~~ 132. The Return of Charges Period for an Additional Person begins on the Coverage's Coverage Effective Date. The current factors range from ~~95%~~ 95% in month ~~1~~ 13 to ~~2.120%~~ 2.120% in month ~~96~~ 132 and are available upon request. These factors are applied to the cumulative Premium Loads and COIs. The Return of Charges Period and all factors are not guaranteed and may be changed at any time if future expectations in investment earnings, persistency and/or expenses (including taxes) differ from the assumptions made in pricing this life insurance product.

~~Prudential, in its discretion, may include interest in the formula used to determine the Returnable Charges. If Prudential adds interest, Prudential will increase the Returnable Charges by a rate of interest that it sets, which may vary over time, prior to applying the factor to the Returnable Charges.~~

~~[Prudential will not include interest in the formula used to calculate the Returnable Charges. / The initial interest rate is #%. Prudential will pay any interest that it credits on the Returnable Charges only upon surrender of a Coverage in accordance with the terms of this provision and the Surrender provision.]~~

Returnable Charges are not a part of the Coverage Fund. This means that Returnable Charges:

- (1) are not allocated to the Variable Investment Options or the Fixed Interest Rate Option;
- (2) are not available for loans; and
- (3) are not available for withdrawals.

The Return of Charges Period and all factors are is not guaranteed and may be modified or discontinued by Prudential on a class basis. The Return of Charges provision is not available for a Coverage that the Contract Holder has assigned to a Covered Person.

## J. WITHDRAWALS.

The Contract Holder may make withdrawals from a Coverage or multiple Coverages subject to the following conditions and the remainder of this section:

- (1) the Contract Holder must ask for the withdrawal in a form approved by Prudential;
- (2) each Coverage's Net Cash Value after withdrawal may not be less than an amount equal to the total charges for one (1) month for each such Coverage;
- (3) the Contract Holder may not withdraw less than the minimum amount shown in the Schedule of Benefits;
- (4) the Basic Insurance and/or Target Term Insurance for each Covered Person after a withdrawal must be at least equal to the Minimum Basic Insurance and/or Minimum Target Term Insurance shown in the Schedule of Benefits;
- (5) the sum of the Basic Insurance and the Target Term Insurance must equal or exceed the Minimum Coverage Amount shown in the Schedule of Benefits; and
- (6) for each Covered Person with a Type A (fixed) Death Benefit, Prudential may ask for proof that the Covered Person is insurable for the resulting increase in the Net Amount at Risk.

Any amount withdrawn may not be repaid except as a premium contribution subject to charges. Prudential may refuse a request for a withdrawal that would, in the opinion of Prudential, cause the affected Coverage to fail to qualify as life insurance under applicable tax law.

**Effect on a Coverage Fund:** The Contract Holder instructs Prudential which Covered Person's Coverage Funds will be reduced by the withdrawal amount. An amount equal to the reduction in each Covered Person's Coverage Fund will be withdrawn proportionally from the Variable Investment Options and the Fixed Interest Rate Option unless the Contract Holder directs otherwise. The Contract Holder may not direct a withdrawal to come from the Fixed Interest Rate Option. Prudential will adjust the withdrawal allocation so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded. If the Fixed Interest Rate Option is the only investment option, Prudential will reduce the amount of the withdrawal so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded.

Withdrawal of any portion of the Net Cash Value increases the risk that the affected Coverage Funds may be insufficient to provide a Death Benefit. If such a withdrawal is followed by unfavorable investment experience, the affected Coverages may go into default.

**Effect on Basic Insurance and Target Term Insurance:** Withdrawals will not affect the Basic Insurance or Target Term Insurance with respect to Type B (variable) or Type C (return of premium) Death Benefits except when the Coverage Amount has been increased to ensure that the Coverage continues to satisfy the Internal Revenue Code's definition of life insurance.

If the Contract Holder requests the withdrawal from a Coverage with a Type A Death Benefit and the withdrawal would cause the Net Amount at Risk to increase, the Contract Holder must prove to Prudential that such Covered Person is insurable for the increase. If the Covered Person is not insurable for the increase or the Contract Holder does not desire to maintain the original Coverage Amount, Prudential will reduce the Basic Insurance and Target Term Insurance, if any, proportionately, using a formula to ensure that the affected Coverages satisfy the definition of life insurance under Section 7702 of the Internal Revenue Code. If the Basic Insurance and Target Term Insurance are scheduled to change, Prudential will similarly adjust all remaining Basic Insurance and Target Term Insurance to offset the increase. The reduction in the Basic Insurance or Target Term Insurance will never be more than the withdrawal amount. If Prudential reduces the Basic Insurance or the Target Term Insurance, Prudential will recompute the charges and values for the affected Coverages. Prudential will send the Contract Holder a new Benefit Summary Report for the affected Coverages showing the new Face Amount(s).

After Prudential approves the withdrawal request, Prudential will usually pay any withdrawal amount within seven (7) days after Prudential receives the request from the Contract Holder and this Group Contract, if Prudential requires it, at the Prudential Service Office. Payments will be made by wire transfer to the account designated by the Contract Holder unless the Contract Holder requests otherwise. Prudential may delay payment of amounts from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

## K. LOANS.

Subject to the minimum loan requirement shown in the Schedule of Benefits and the requirements of this provision, the Contract Holder may at any time borrow any amount up to the current Loan Value of a Coverage less any existing Coverage Debt.

**Date of a Loan:** A loan may take place only on a Business Day. To take out a loan, the Contract Holder must request it on a form acceptable to Prudential. The dollar value of the loan will be paid to the Contract Holder within seven days after all the documents required for such a payment are received in Good Order. Prudential will determine the payment amount as of the end of the Valuation Period in which the necessary documents are received by Prudential. However, Prudential may delay payment of proceeds from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

**Loan Value:** If a Coverage is not in default, the Coverage's Loan Value at any time is equal to 100% of the Cash Value minus total charges for one (1) month.

If a Coverage is in default, the Loan Value is zero.

**Coverage Debt:** Coverage Debt for a particular Coverage at any time means the loan on such Coverage at that time, plus the interest Prudential has charged that is not yet due and that Prudential has not yet added to the loan.

**Loan Requirements:** For Prudential to approve a loan, the following requirements must be met:

- (1) the Contract Holder must assign the affected Coverage to Prudential as sole security for the loan;

- (2) the Covered Person must be living; and
- (3) the resulting Coverage Debt must not be more than the Loan Value.

If there is already Coverage Debt when the Contract Holder borrows from Prudential, Prudential will add the new amount the Contract Holder borrows to that debt.

**Interest Charge:** Prudential will charge interest daily on any loan. Interest is due on each Coverage Anniversary or when the loan is paid back, whichever comes first. If interest is not paid when due, it becomes part of the loan. Prudential will then also start to charge interest on it. Except as stated below, Prudential charges interest at an effective annual rate with a maximum of 5%.

**Preferred Loan:** Unless the Contract Holder asks Prudential otherwise, a portion of the amount the Contract Holder may borrow on or after the 10<sup>th</sup> Coverage Anniversary will be considered a Preferred Loan up to an amount equal to the maximum preferred loan amount described below. Preferred Loans are charged interest at an effective annual rate with a maximum of 4.5%.

**Maximum Preferred Loan Amount:** The maximum preferred loan amount available starting on the 10th Coverage Anniversary is (A) minus (B), where (A) is the total amount the Contract Holder may borrow, and (B) is the total premium contributions paid less total withdrawals, if any. If (B) is less than zero, Prudential will consider it to be zero.

**Effect on Coverage Fund:** When a Contract Holder takes a loan, the Contract Holder instructs Prudential which Coverage Funds will be affected by such loan. Prudential will transfer an amount equal to the loan proceeds and loan interest that becomes part of the loan if it is not paid when due first out of the Variable Investment Options and then the Fixed Interest Rate Option, as applicable, into the general account. Unless the Contract Holder instructs Prudential to take the loan amount from specific Variable Investment Options and Prudential agrees, the reduction first will be made from the Variable Investment Options in the same proportions as the value of each Variable Investment Option bears to the total value of all Variable Investment Options for the affected Covered Person. The loan amount is deducted from the Fixed Interest Rate Option only when insufficient amounts are deducted from the Variable Investment Options.

A Loan Account for each Covered Person that is part of the Covered Person's Coverage Fund will be set up in Prudential's general account whenever the Contract Holder takes out a loan. For each affected Coverage, while a loan is outstanding, the amount in the Loan Account will continue to be treated as part of the Coverage Fund. Prudential will credit the Loan Account with interest at an effective annual rate of 4%. On each Monthly Date, Prudential will increase the portion of the Coverage Fund in the investment options by interest credits accrued on the loan since the last Monthly Date. The maximum net interest rate spread of a standard loan is 1% and the maximum net interest rate spread of a preferred loan is 0.50%.

Prudential will not increase the portion of the Coverage Fund allocated to the Variable Investment Options and/or the Fixed Interest Rate Option by loan interest that is paid before Prudential makes it part of the loan. Prudential may change the manner in which Prudential allocates loan repayments. If Prudential makes such a change, Prudential will do so for all Group Contracts like this one. Prudential will send the Contract Holder notice of any change.

**Repayment:** When the Contract Holder repays all or part of a loan, Prudential will increase the portion of the affected Coverage Fund in the Variable Investment Options and/or the Fixed Interest Rate Option by the amount of the loan the Contract Holder repays plus interest credits accrued on the loan since the last transaction date and reduce the affected Covered Person's Loan Account. The increase to the affected Coverage Fund will never be more than the Loan Account. Prudential will use the investment option the Contract Holder designates or the investment allocation for future premium payments as of the loan payment date. If loan interest is paid when due, it will not change the portion of the affected Coverage Fund allocated to the investment options. Prudential may change the manner in which Prudential allocates loan repayments.

When Prudential pays a Death Benefit, part of the Coverage Debt will be repaid as described under Death Benefit provision. When the Coverage for a Covered Person is surrendered, any Coverage Debt applicable to such Covered Person is due and will be deducted from the Coverage Fund of such Covered Person.

**Coverage Loan Repayment upon Assignment to a Covered Person:** Prior to any assignment of Coverage to a Covered Person, the Contract Holder may repay all, or a part of a loan, with respect the Coverage to be assigned.

**Excess Insurance Debt:** For each Coverage, the Coverage Debt is the amount of all outstanding loans plus any interest accrued but not yet due. If, on any Monthly Date, the Coverage Debt equals or exceeds the Coverage Fund, such Coverage will go into default. Prudential will notify the Contract Holder of a 61-day grace period, within which time the Contract Holder may repay all or enough of the loan to obtain a positive Cash Value and thus keep the Coverage in force.

If a Coverage lapses or is surrendered, the amount of unpaid Coverage Debt will be treated as a distribution and will be immediately taxable to the extent of gain in the Coverage. Reinstatement of a Coverage after lapse will not eliminate the taxable income, which Prudential is required to report to the Internal Revenue Service.

Prudential, in its sole discretion, may impose the following additional requirements with respect to loan amounts that are deducted from the Fixed Interest Rate Option:

**Repayment Allocations:** Prudential may allocate the loan repayment first to the Fixed Interest Rate Option and then to the Variable Investment Options.

**Subsequent Premium Payments:** Prudential may require that any subsequent premium payments be used to repay the loan amount allocated to the Fixed Interest Rate Option in order to reduce the portion of the Loan Account allocated to the Fixed Interest Rate Option.

Prudential will give notice to the Contract Holder if it intends to apply the repayment allocation and subsequent premium payment requirements set forth above.

## L. BASIS OF COMPUTATION.

For each Covered Person, Prudential will compute the maximum COI charge for both the Basic Insurance and any Target Term Insurance using:

- (1) the mortality table used to calculate the maximum COI shown in the Schedule of Charges;
- (2) the Extra Rating Class, if any, of the Covered Person; and
- (3) the Attained Age and gender of the Covered Person.

The surrender values provided by this Group Contract are at least as large as those set by applicable law. Where required, Prudential has given the insurance regulator a detailed statement of how Prudential computes values and benefits.

## M. ASSIGNMENT OF COVERAGE TO A COVERED PERSON.

The Contract Holder, at its discretion, may assign irrevocably to a Covered Person, or to a trust established by such Covered Person, the ownership of the insurance Coverage allocated to that Covered Person under the Group Contract. The Contract Holder may make such assignment only if all of the following conditions are met:

- (1) the Covered Person has been insured under the Group Contract for at least three (3) years; and

- (2) such assignment must be made in writing on a form acceptable to Prudential.

When the Contract Holder assigns a Coverage to a Covered Person (or trust), Prudential will issue an Assignment Certificate, and the Covered Person (or trust) is treated as a Certificate Holder. The Assignment Certificate describes the Certificate Holder's rights and responsibilities with respect to such Coverage. The value of such Coverage will reflect the value of the insurance, including Cash Value, as of the effective date of the assignment. The Assignment Certificate supersedes the Certificate of Coverage.

Prior to any assignment of Coverage to a Covered Person, the Contract Holder may repay all, or a part of a loan, with respect the Coverage to be assigned.

To assign Coverage to a Covered Person (or trust), the Contract Holder must make the request on a form acceptable to Prudential. The Covered Person must designate a new Beneficiary or the Beneficiary defaults to the Covered Person's estate. See **Beneficiary**.

A Certificate Holder has all the rights of a Contract Holder with respect to his or her Coverage, except that the Certificate Holder may not surrender this Group Contract, assign his or her Coverage, request increases to the Basic Insurance and/or Target Term Insurance, or change the interest rate for a Type C (return of premium) Death Benefit. Subject to the limitations set forth in the Assignment Certificate, the Certificate Holder may, with respect to his or her Coverage:

- (1) designate and change the beneficiary;
- (2) make premium payments;
- (3) access coverage values through loans and withdrawals;
- (4) surrender his or her Coverage;
- (5) allocate amounts in his or her Coverage Fund among the Variable Investment Options and/or the Fixed Interest Rate Option;
- (6) change the Death Benefit type; and
- (7) decrease the Basic Insurance and Target Term Insurance, if any.

Prudential will deduct all charges for the Coverage as set forth in the Assignment Certificate.

# Insurance Plan Rules

## A. ELIGIBILITY.

**Determination of Covered Class:** The Contract Holder determines the Covered Class eligible to be covered. This is done under its rules on dates it sets. The Contract Holder must not discriminate among persons in like situations.

### When an Employee Is Eligible:

An Employee is eligible for the insurance if, on the Coverage Effective Date, such Employee:

- (1) is a full-time Employee of the Employer; and
- (2) is in the Covered Class shown in the Schedule of Benefits.

No Employee is eligible for the insurance before the Contract Date.

An Employee is full-time if regularly working for the Employer at least the number of hours in the normal full-time work week of the Employer for the class of the Employee, but not less than # hours per week. In the case of a partner or proprietor of the Employer, that work must be in the conduct of the business of the Employer.

## B. BECOMING INSURED.

An Employee is insured for the insurance, provided the Employee meets all of the following requirements as of the initial Coverage Effective Date for such Employee:

- (1) the Employee is eligible for the insurance;
- (2) the Employee has consented in writing to become insured for insurance on a form acceptable to Prudential;
- (3) the Employee has met any evidence of insurability requirement. See below.

## C. BECOMING INSURED AFTER THE CONTRACT DATE.

The Contract Holder may insure Employees who were not covered under the Group Contract on the Contract Date (each an "Additional Covered Person"). Subject to Prudential's consent, an Additional Covered Person will be covered under the Group Contract provided that each such Additional Covered Person meets all the requirements in the "Becoming Insured" section set forth above.

## D. EVIDENCE OF INSURABILITY FOR COVERAGE.

In order for an Employee to become insured, the Employee may be required to give satisfactory evidence of insurability on a form acceptable to Prudential. This requirement will be met when Prudential determines that satisfactory evidence of insurability has been submitted.

Prudential offers Coverage on a fully underwritten, simplified issue, and guaranteed issue basis, each, an "Underwriting Class."

Fully underwritten Coverage requires individualized evidence of the Covered Person's insurability and rating class that at a minimum includes a medical examination.

Simplified issue Coverage requires at a minimum, that the Covered Person undergo HIV screening and complete a short form questionnaire. Prudential may require additional underwriting if it cannot determine

the appropriate rating from the above information. Covered Persons must be Actively at Work on a full time basis (at least 30 hours per week).

Guaranteed issue Coverages are issued with minimal underwriting, Covered Persons must not have been recently declined for individual coverage and must satisfy other underwriting criteria, and may only be issued in certain circumstances. Covered Persons must be Actively at Work on a full time basis (at least 30 hours per week).

For all Underwriting Classes, Covered Persons must have executed a Consent Form and met all of Prudential's underwriting requirements.

Prudential requires evidence of insurability, which may include a medical examination, before issuing any Coverage. Non-smoker rates may provide more favorable cost of insurance rates than smokers. Prudential charges a higher cost of insurance rate and/or an extra amount if an additional mortality risk is involved.

A Covered Person may qualify for a change in rating after the first Coverage Anniversary if a Covered Person becomes a non-smoker, if in Prudential's sole discretion, it determines that a Covered Person is eligible for a change to his or her smoking status based upon Prudential's general underwriting guidelines in effect at the time of the request. To request the change in rating, the Contract Holder must submit the request in writing, on a form acceptable to Prudential. If Prudential asks the Contract Holder to do so, the Contract Holder must send Prudential the Benefit Summary Report for the affected Covered Person to be endorsed.

Any evidence of insurability that the Covered Person must provide in connection with the change in rating described immediately above shall be attached to and made a part of this Group Contract. Prudential may contest a claim based upon the Covered Person's evidence of insurability provided in connection with the request. Prudential may contest the affected Covered Person's Coverage for no more than an additional two (2) years following the date of the change in rating, but only with regard to the amount of insurance attributable to the reduction in premium.

These are the current general underwriting guidelines. The actual underwriting will depend on the specific circumstances of each Group Contract. Prudential may change the underwriting guidelines on a non-discriminatory basis.

## **E. WHEN COVERAGE ENDS FOR A COVERED PERSON.**

The Coverage for a Covered Person will end:

- (1) upon the death of the Covered Person; or
- (2) if Prudential determines that such Coverage was established without the Covered Person's written consent or that the Covered Person died prior to the Coverage Effective Date; or
- (3) if such Covered Person's Coverage is in default at the end of the grace period; or
- (4) if such Covered Person's Coverage is surrendered; or
- (5) if the Covered Person provides written notice that he or she no longer wishes to be insured for the Coverage and Prudential receives such notice, whether from the Covered Person directly or from the Employer.

The Contract Holder must repay to Prudential any Death Benefit paid by Prudential for a Covered Person whose Coverage terminates for reason (2) or (5) above.

Prudential, subject to the limitations of Section 7702, of the Internal Revenue Code shall terminate such coverage as soon as practicable and shall pay to the Contract Holder an amount equal to the Covered Person's Coverage Fund as of the date coverage is terminated, adjusted as provided in the Surrender

provision. Termination of Coverage is treated as a surrender in all cases. The value of the Coverage Fund for that Covered Person shall be reduced to zero as of such date.

# General Rules

## A. DEFAULT; GRACE PERIOD.

On each Monthly Date, Prudential will determine each Coverage's Net Cash Value. If the Net Cash Value of a Coverage is an amount equal to or greater than the total charges for one (1) month, the Coverage is in force. A Coverage is in default with respect to any Covered Person if the Net Cash Value of such Coverage is an amount less than the total charges for one (1) month. This Group Contract is in default if all Coverages are in default.

**Notice of Default:** If a Coverage or this Group Contract is in default, Prudential will mail the Contract Holder or its representative a notice stating the amount Prudential will need to keep such Coverage or this Group Contract in force. That amount will equal a premium contribution which Prudential estimates will keep such Coverage or this Group Contract in force for three (3) months from the date of default. Prudential will grant a 61-day grace period from the date Prudential mails the notice to pay this charge. Such Coverage or this Group Contract will remain in force during this period. If that amount is not paid to Prudential by the end of the 61-day grace period, such Coverage or this Group Contract will **end**lapse and be treated as a surrender under Variable Universal Life Insurance Coverage.

During the grace period, Prudential will not charge interest on the charges due and will continue to assess the charges shown in the Schedule of Charges. If an affected Covered Person dies during the grace period, any Death Benefit payable will be reduced by the amount of the charges due. The Contract Holder is liable to pay charges, including interest charges on Coverage Debt, to Prudential during the grace period.

## B. REINSTATEMENT.

A Coverage that lapsed, or the Group Contract if all Coverages have lapsed, may be reinstated within five (5) years after the date of default, if the following conditions are met:

- (1) renewed evidence of insurability as required by Prudential is provided on the affected Covered Persons;
- (2) payment of a charge equal to: (a) an amount, if any, required to bring the Coverage Fund to an amount equal to total charges for one month on the date the Coverage went into default, plus (b) the deductions from the Coverage Fund from the grace period through the reinstatement date, plus (c) a premium that Prudential estimates will cover all charges and deductions for the next three (3) months; and
- (3) any Coverage Debt with interest to date is restored or paid back. If the Coverage Debt is restored and the Coverage Debt with interest would exceed the loan value of the reinstated Coverage, the excess must be paid to Prudential before reinstatement.

The reinstatement date will be the date Prudential approves the Contract Holder's request. Prudential will deduct all required charges from the Contract Holder's payment and the balance will be placed into the affected Coverage Funds.

A Coverage that has been converted to an individual policy is not available for reinstatement by the Contract Holder.

## C. END OF COVERAGE.

If a Coverage is in default with respect to the Coverage Fund of a Covered Person and an amount sufficient to bring that Coverage Fund of the Covered Person out of default is not paid to Prudential by the end of the grace period described above, the Coverage for such Covered Person will **end**lapse when the grace period ends. But the Contract Holder may write to Prudential to ask that the Coverage cease at the end of the period for which charges have been deducted or at any time during the grace period. Then the Coverage for such Covered Person will end on the date requested.

**D. ADJUSTMENTS RELATED TO AGE, SEX OR SMOKING STATUS.**

If the age, sex or smoking status used to determine the Cost of Insurance for a Covered Person is found to be in error while the Covered Person is still living, the current charge will then be adjusted to reflect the correct age, sex or smoking status. If this adjustment results in a change in the amount of the charge, any difference between the charge deducted from the Coverage Fund for the Covered Person and the charge required on the basis of the correct age, sex or smoking status will be paid as follows:

- (1) If the adjustment results in an increased charge, the difference will be deducted from the Coverage Fund for the Covered Person. If the amount in the Coverage Fund is not sufficient to make the adjustment, the Contract Holder will pay the difference when notified by Prudential.
- (2) If the adjustment results in a decreased charge, Prudential will credit the difference to the Coverage Fund for the Covered Person.

Any credit or deduction will be made to or from the Coverage Fund for the Covered Person as agreed to by the Contract Holder and Prudential.

If the age, sex or smoking status used to determine the Cost of Insurance for a Covered Person is found to be in error after a Covered Person is deceased, Prudential will adjust the Death Benefit payable and any amount to be paid, as required by law, to reflect the correct age, sex or smoking status. Any such benefit will be based on what the most recent deductions from the applicable Coverage Fund would have provided at such Covered Person's correct age, sex or smoking status.

**E. CERTIFICATE OF COVERAGE.**

Prudential will give the Contract Holder individual Certificates of Coverage to be given to each Employee to be covered under the Group Contract.

The Certificate of Coverage shall include notice to the Employee that a Covered Person has no right under the Group Contract or a Coverage to:

- (1) the Coverage Fund,
- (2) name a beneficiary other than the Employer unless the Employer permits the Employee to name a Personal Beneficiary for a portion of the Death Benefit,
- (3) take a loan,
- (4) assign the coverage,
- (5) amend or modify a Coverage or the Group Contract,
- (6) coverage for dependents, and
- (7) direct the investment of amounts under the Group Contract.

The Certificate of Coverage shall include any other information required by applicable state law.

**Conversion Privilege:**

The Certificate of Coverage shall include the following information with respect to the Covered Person's right to convert the Coverage to an individual life insurance contract.

A Covered Person's Coverage does not cease upon termination of employment or retirement. The Group Contract does not provide coverage for dependents.

If the Group Contract terminates, every Covered Person insured thereunder at the date of termination whose insurance terminates, and who has been so insured under a Group Contract for at least five (5) years prior to the termination date, shall be entitled to have issued by Prudential, without evidence of insurability, an individual policy of life insurance without disability or other supplementary benefits reduced by any outstanding Coverage Debt with respect to the Covered Person's Coverage, provided application for the individual policy shall be made, and the first premium paid to Prudential, within 31 days after termination of the Group Contract. The individual policy of life insurance shall, at the option of the Covered Person, be on any one of the forms then customarily issued by Prudential at the age and for the amount applied for, except that the Covered Person may not elect term insurance. The premium on the individual policy shall be at Prudential's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which the Covered Person then belongs, and to the individual age attained on the effective date of the individual policy. The amount of the individual policy shall not exceed the smaller of:

- (1) the amount of the Covered Person's life insurance protection ceasing because of the termination of the Group Contract reduced by any outstanding Coverage Debt with respect to the Covered Person's Coverage, less the amount of any life insurance for which the Covered Person is or becomes eligible under a group policy issued or reinstated by the same or another insurer within 31 days after termination; or
- (2) \$10,000.

If a Covered Person insured under the Group Contract dies during the period within which the individual would have been entitled to have an individual policy issued in accordance with this section and before the individual policy shall have become effective, the amount of life insurance which he or she would have been entitled to have issued under the individual policy shall be payable as a claim under the Group Contract, whether or not application for the individual policy or the payment of the first premium therefor had been made.

The Contract Holder shall maintain copies of such Certificates of Coverages in its files.

**F. RECORDS - INFORMATION TO BE FURNISHED.**

For the purpose of administering this Group Contract, Prudential will keep a record of the Covered Persons based on census data provided by the Contract Holder. Prudential will also provide the Contract Holder with a Benefit Summary Report for each Covered Person based on the census data provided by the Contract Holder to Prudential. The Employer shall submit to Prudential an accurate census as of the Contract Date. Prudential will not be responsible for any tax or state insurance law implications that may result from failure to provide such information on a timely basis.

When requested by Prudential, the Employer shall send any other data required by Prudential to perform its duties under this Group Contract, and to determine the charges due. All records of the Employer which bear on the Coverage must be open to Prudential for its inspection at any reasonable time.

Prudential shall have no obligation to perform any duty that depends on any data supplied by the Employer before such data is received in a form that satisfies Prudential. Upon discovering that it has furnished Prudential with incorrect data, the Employer shall submit accurate information to Prudential. If Prudential has not already relied on and used the incorrect data, it shall accept the resubmitted data. The Contract Holder and/or Employer, as the case may be, shall submit to Prudential any proof of death of a Covered Person it receives; this must be done within 31 days of the date the Contract Holder and/or Employer receives such proof. Proof of death of a Covered Person means an original death certificate with a raised seal, or a photocopy of the death certificate initialed to indicate that the party submitting the claim has viewed the original.

**G. THE CONTRACT - INCONTESTABILITY OF THE CONTRACT; AMENDMENTS.**

This entire Group Contract consists of: (1) the provisions shown in the Table of Contents as of the Contract Date; (2) the Application of the Contract Holder, including all Underwriting Information Forms completed by Employees covered under this Group Contract, a copy of which is attached to this Group Contract; and (3) any riders, endorsements or amendments to this Group Contract. All statements made by the Contract Holder in the Application or by the Covered Person shall be deemed representations and not warranties.

Such statements will not be used in defense to a claim, unless contained in a written application provided to the Contract Holder or in a written instrument provided to the Covered Person or, in the event of death or incapacity of the Covered Person, to the Covered Person's personal representative.

**Incontestability of Insurance for an Employee:** The validity of this Group Contract or a Coverage shall not be contested, except for nonpayment of premium contributions, after it has been in force for two (2) years from the issue date, the reinstatement date or the effective date of any change made to the Group Contract or any Coverage that requires Prudential's approval and would increase Prudential's liability. The new contestability period applicable to changes in the Coverage Amount applies only with respect to the amount of insurance associated with the change.

No statement made by any Employee insured under the policy relating to his or her insurability shall be used in contesting the validity of the Coverage with respect to which the statement was made after the Coverage has been in force prior to the contest for a period of two (2) years during the lifetime of the Employee nor unless it is contained in a written instrument signed by the Employee provided to the Employee or, in the event of death or incapacity of the Employee, to the Employee's personal representative.

**Amendments:** This Group Contract may be amended, at any time, without the consent of the Covered Persons or of anyone else with a beneficial interest in it, other than the Contract Holder. This can be done through a written request made by the Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

The approval of an officer of Prudential is required: to waive any conditions or restrictions of this Group Contract; or to extend the time in which a charge may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. An agent of Prudential is not an officer. No change in this Group Contract is valid unless shown in:

- (1) an endorsement signed by an officer of Prudential; or
- (2) an amendment signed by the Contract Holder and by an officer of Prudential.

However, if this Group Contract is changed automatically in accordance with the General Rules, the change may be made in an amendment to this Group Contract that is signed only by an officer of Prudential.

**H. REPORTS.**

At least once each Coverage Year Prudential will send the Contract Holder a report. For each Covered Person the report will show: the Death Benefit; the amounts allocated among the Variable Investment Option and/or Fixed Interest Rate Option; the Net Cash Value; the Surrender Value, any Coverage Debt and the interest rate on the Coverage Debt; premium contributions paid; investment results; charges deducted; and withdrawals taken since the last report. The report may also show any other data that may be required where this Group Contract is delivered. All reports may be delivered through electronic means.

**I. USE OF PROCEEDS OR VALUES.**

In issuing this Group Contract, Prudential has relied on the certification made by the Contract Holder in the Application that the Contract Holder will use any proceeds or values under this Group Contract to finance employee benefit costs. Prudential will not be obligated to inquire as to the application of any proceeds of this Group Contract. Payment of any proceeds, surrender values, or adjustments will fully discharge Prudential from its obligation with respect to such payment.

**J. ASSIGNMENTS.**

No Covered Person may assign this Group Contract or any Coverage. The Contract Holder may assign this Group Contract only with the prior written consent of Prudential. The Contract Holder may assign a Coverage to a Covered Person as provided under the Variable Universal Life Insurance Coverage.

**K. RIGHT TO REFUSE CONTRIBUTIONS.**

Prudential may refuse to accept a premium payment:

- (1) that would, in the opinion of Prudential, cause a Coverage to fail to qualify as life insurance under applicable tax law;
  - (2) that increases the Death Benefit by more than it increases the Coverage Fund; and
  - (3) if the NAR exceeds the Net Amount at Risk Maximum at issue stated in the Schedule of Benefits.
- Prudential will only accept any premium payment necessary to keep a Coverage in force.

**L. CONFORMITY WITH LAW; CHARGE ADJUSTMENTS.**

If the provisions of this Group Contract do not conform to the requirements of any state or federal law or regulation that applies to it, this Group Contract is automatically changed to conform to the requirements of that law or regulation.

This Group Contract and each Coverage have been designed to satisfy the definition of life insurance for Federal income tax purposes under Section 7702 of the Internal Revenue Code. Prudential reserves the right to decline any change Prudential determines would cause this Group Contract or a Coverage to fail to qualify as life insurance under the applicable tax law. This includes, but is not limited to, changing the Basic Insurance or Target Term Insurance, withdrawals and changing the type of Death Benefit. Prudential has the right to change this Group Contract or a Coverage to require additional premium payments or to make distributions from this Group Contract or a Coverage to the extent necessary to continue to qualify this Group Contract or a Coverage as life insurance. Prudential also has the right to refuse to accept a premium payment that would, in the opinion of Prudential, cause this Group Contract or a Coverage to fail to qualify as life insurance under applicable tax law.

Charges deducted from premium payments and the Coverage Funds may change from time to time based on the expectation of future experience, subject to the maximums shown on the Schedule of Charges. In deciding whether to change any of these charges, Prudential will periodically consider mortality, persistency, expenses, taxes and interest credits and/or investment experience to see if a change in the Prudential assumptions is needed. Changes in factors will be by class.

**M. RECEIPT OF NOTICE AND PAYMENTS.**

All notices to Prudential under this Group Contract will be deemed received when such notices are received by the Service Office at the following address:

The Prudential Insurance Company of America  
 ^[PruBenefit Funding  
 13001 County Road 10  
 Plymouth, MN 55442  
 Phone 800.286.7754 • Fax 888.667.2941  
 E-mail: [coli@prudential.com](mailto:coli@prudential.com)]

If we at The Prudential Insurance Company of America fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
Consumer Services Divisions  
1200 West Third Street  
Little Rock, AR 72201-1904  
800.852.5494 or 501.371.2640

All payments to Prudential under this Group Contract shall be remitted by the Contract Holder or its designated representative. Such payment will be deemed received when such payments are received by the payment office maintained by a third party administrator at the following address:

Attention: The Prudential Insurance Company of America

~~^~~[First Class Mail:

PO Box 105441

Atlanta, GA 30348-5441

Express Mail:

Wachovia Bank

LBX# 105441

3585 Atlanta Ave

Hapeville, GA 30354~~Lockbox Number: 933325~~

~~P.O. Box 933325~~

~~Atlanta, GA 31193-3325]~~

Prudential may change the addresses specified above. If it does so, it will notify the Contract Holder.

Notices to Prudential or from Prudential to the Contract Holder may be made through electronic means.

## **N. DUTIES OF THE CONTRACT HOLDER.**

The duties of the Contract Holder are to:

- (1) apply for, accept and keep this Group Contract;
- (2) comply with all of the terms and conditions of this Group Contract.

## **O. SUICIDE EXCLUSION.**

If a Covered Person, whether sane or insane, dies by suicide within two (2) years of any Coverage Effective Date, the coverage associated with those Coverage Effective Dates for that Covered Person will end and Prudential will return the premiums paid, less any Coverage Debt, and less any withdrawals.

No exclusion applies to an increase in Basic Insurance or Target Term Insurance Coverage if a Covered Person, whether sane or insane, dies by suicide after two (2) years or more from the effective date of such an increase in the Basic Insurance or Target Term Insurance.

## **P. INVESTOR CONTROL.**

Treasury Department regulations do not provide specific guidance concerning the extent to which the Contract Holder may direct its investment in the particular Variable Investment Options without causing the Contract Holder, instead of Prudential, to be considered the owner of the underlying assets. Because of this uncertainty, Prudential reserves the right to make such changes as Prudential deems necessary to assure that the Group Contract qualifies as life insurance for tax purposes. Any such changes will apply uniformly to affected Contract Holders and will be made with such notice to affected Contract Holders as is feasible under the circumstances.

## **Q. DOLLAR COST AVERAGING.**

As an administrative practice, Prudential is currently offering a feature called Dollar Cost Averaging ("DCA"). Under this feature, either fixed dollar amounts or a percentage of the amount designated for use under the DCA option will be transferred periodically from the DCA Money Market investment option into other Variable Investment Options available under the Group Contract, excluding the Fixed Interest Rate Option. Contract Holders may choose to have periodic transfers made monthly or quarterly. DCA transfers will not begin until the Monthly Date on or after the end of the applicable Free-Look period.

Each automatic transfer will take effect as of the end of the Valuation Period on the date coinciding with the periodic timing the Contract Holder designates provided the New York Stock Exchange is open on that date. If the New York Stock Exchange is not open on that date, or if the date does not occur in that particular month, the transfer will take effect as of the end of the Valuation Period, which immediately follows that date. Automatic transfers will continue until: (1) \$50 or less remains of the amount designated for Dollar Cost Averaging, at which time the remaining amount will be transferred; or (2) the Contract Holder notifies Prudential of a change in DCA allocation or cancellation of the feature. Currently, a transfer that occurs under the DCA feature is not counted toward ~~s the 20 transfers permitted each Coverage Year or the 12 free transfers permitted each Coverage Year~~ any applicable transfer limit. Prudential may change this practice, modify the requirements, or discontinue the feature.

# List of Investment Options

## The Prudential Series Fund

- Diversified Bond Portfolio
- Diversified Conservative Growth Portfolio
- Equity Portfolio
- Global Portfolio
- High Yield Bond Portfolio
- Natural Resources Portfolio
- Value Portfolio
- SP Aggressive Growth Asset Allocation Portfolio
- SP Balanced Asset Allocation Portfolio
- SP Conservative Asset Allocation Portfolio
- SP Growth Asset Allocation Portfolio
- SP PIMCO High Yield Portfolio
- SP Strategic Partners Focused Growth Portfolio

## AIM Variable Insurance Funds

- AIM V.I. Core Equity Fund, Series I Shares
- AIM V.I. International Growth Fund, Series I Shares
- AIM V.I. Small Cap Equity Fund, Series I Shares (~~formerly the AIM V.I. Small Cap Growth Fund~~)
- AIM V.I. Utilities Fund, Series I Shares

## AllianceBernstein Variable Product Series Fund, Inc.

- AllianceBernstein VPS International ~~Research~~ Growth Portfolio, Class A
- AllianceBernstein VPS International Value Portfolio, Class A
- AllianceBernstein VPS Real Estate Investment Portfolio, Class A
- AllianceBernstein VPS Small Cap Growth Portfolio, Class A

## DWS Variable Series I

- DWS Bond VIP, Class A
- DWS Capital Growth VIP, Class A

## DWS Variable Series II

- DWS Blue Chip VIP, Class A
- DWS Drem~~ean~~ High Return Equity VIP, Class A
- DWS Global Thematic VIP, Class A
- DWS Government & Agency Securities VIP, Class A
- DWS Strategic Income VIP, Class A
- DWS Technology VIP, Class A

## DWS Investment VIT Funds

- DWS Small Cap Index VIP, Class A

## Fidelity Variable Insurance Products

- VIP Contrafund Portfolio, Service
- VIP Equity-Income Portfolio, Service
- VIP Index 500 Portfolio, Service
- VIP Investment Grade Bond Portfolio, Service
- VIP Mid Cap Portfolio, Service
- VIP Money Market Portfolio, Service
- VIP Overseas Portfolio, Service
- VIP Value Leaders Portfolio, Service
- VIP Value Strategies Portfolio, Service

VIP Freedom 2015 Portfolio, Service  
 VIP Freedom 2020 Portfolio, Service  
 VIP Freedom 2025 Portfolio, Service  
 VIP Freedom 2030 Portfolio, Service

**Franklin Templeton Variable Insurance Products Trust**

Franklin Large Cap Value Securities Fund – Class 2  
 Franklin Small Cap Value Securities Fund – Class 2  
 Franklin Strategic Income Securities Fund – Class 2  
 Mutual Discovery Securities Fund – Class 2  
 Templeton Global Income Securities Fund – Class 2  
 Templeton Global Asset Allocation Fund – Class 2

**J. P. Morgan Series Trust II**

JPMorgan Bond Portfolio

**JPMorgan Insurance Trust**

Intrepid Mid Cap Portfolio, Class 1

**Neuberger Berman Advisers Management Trust (“AMT”)**

Neuberger Berman AMT Mid-Cap Growth Portfolio, I Class Shares  
 Neuberger Berman AMT Partners Portfolio, I Class Shares  
 Neuberger Berman AMT Socially Responsive Portfolio, I Class Shares

**PIMCO Variable Insurance Trust**

PIMCO All Asset Portfolio, Administrative Class  
 PIMCO Global Bond Portfolio (Unhedged), Administrative Class  
 PIMCO Low Duration Portfolio, Administrative Class  
 PIMCO Long-Term U.S. Government Portfolio, Administrative Class  
 PIMCO Real Return Portfolio, Administrative Class  
 PIMCO Short-Term Portfolio, Administrative Class  
 PIMCO Total Return Portfolio, Administrative Class

**Royce Capital Fund**

Royce Micro-Cap Portfolio, Investment Class  
 Royce Small-Cap Portfolio, Investment Class

**The Universal Institutional Funds, Inc. (managed by Morgan Stanley)**

UIF Core Plus Fixed Income Portfolio, Class I  
 UIF Emerging Markets Equity Portfolio, Class I  
 UIF U.S. Mid Cap Value Portfolio, Class I  
 UIF Value Portfolio, Class I

**Van Eck Global Worldwide Insurance Trust**

Worldwide Absolute Return Fund, Initial Class  
 Worldwide Emerging Markets Fund, Initial Class  
 Worldwide Hard Assets Fund, Initial Class  
 Worldwide Real Estate Fund, Initial Class]

# Definitions

**Additional Person** – A Covered Person who was added to a Group Contract after the Contract Date.

**Additional Returnable Charges** – The Returnable Charges that are created when the Contract Holder increases the Basic Insurance and/or Target Term Insurance.

**Assignment Certificate** – The document Prudential will issue to the Covered Person outlining the Covered Person's rights and responsibilities after the Contract Holder assigns Coverage to the Covered Person.

**Attained Age** - The Covered Person's age on the Coverage Effective Date plus the number of whole years since then. For any Coverage Segment effective after the Coverage Effective Date, the Covered Person's attained age is the issue age of that Coverage Segment plus the length of time in whole years since its Coverage Effective Date.

**Attained Age Factors** – The Attained Age Factors are shown in the Table of Attained Age Factors attached to this Group Contract. For Coverages issued on or after January 1, 2009, the attained age factors will be based upon 2001 CSO.

**Basic Insurance** – An amount of group flexible premium variable universal life insurance for each Covered Person. The amount of life insurance as shown in each Covered Person's Benefit Summary Report.

**Beneficiary** – Prior to the Contract Holder's assignment of Coverage to a Covered Person, the beneficiary is the Contract Holder. After the Contract Holder assigns Coverage to a Covered Person, the beneficiary is an individual, trust or any other legal entity designated by the Covered Person. If the Covered Person does not designate a beneficiary, then the Covered Person's estate is the beneficiary.

**Benefit Summary Report** – A summary of each Covered Person's Coverage.

**Business Day** – A day on which the main office of Prudential in Newark, New Jersey is open, the NYSE is open and the SEC has not restricted trading or declared an emergency.

**Cash Value** - The same as the "Coverage Fund."

**Certificate Holder** – A Covered Person or a trust established by a Covered Person to whom the Contract Holder assigns the Coverage allocated to that Covered Person. Prudential issues an Assignment Certificate to the Certificate Holder.

**Consent Form** – The document in which an Employee consents in writing to be covered under the Group Contract. The Consent Form must be in a form acceptable to Prudential.

**Contract Date** - The date the Group Contract is effective, as specified in the Group Contract.

**Contract Holder** - The employer, or a trust established by the employer, that is issued the Group Contract.

**Cost of Insurance ("COI")** – The charge for insurance that varies based on the individual characteristics of the Covered Person, including such characteristics such as age, gender, Extra Rating Class, if any, and years from Coverage Effective Date.

**Coverage** – An amount of group flexible premium variable universal life insurance for each Covered Person. Each Coverage may consist of different Coverage Segments with different characteristics such as different effective dates and underwriting classes.

**Coverage Amount** – The Coverage Amount is equal to the sum of all the Basic Insurance and Target Term Insurance Coverage Segments.

**Coverage Anniversary** – The same date as the Coverage Effective Date in each later year. The Coverage Anniversary is shown in each Covered Person’s Benefit Summary Report.

**Coverage Debt** - The principal amount of all outstanding loans plus any interest accrued thereon.

**Coverage Effective Date** – The date Coverage becomes effective for each Covered Person. The Coverage Effective Date is shown in each Covered Person’s Benefit Summary Report.

**Coverage Fund** - The total amount credited to a Covered Person under the Group Contract. On any date it is equal to the sum of the amounts in all the Variable Investment Options and the Fixed Interest Rate Option, and the principal amount of any Coverage Debt plus any interest earned thereon.

**Covered Person** – An Employee whose life is insured under the Group Contract.

**Coverage Segment** - The Basic Insurance at issue is the first Coverage Segment. Target Term Insurances are separate Coverage Segments. For each increase in Basic Insurance and/or Target Term Insurance, a new Coverage Segment is created for the amount of the increase.

**Coverage Year** – A year that starts on a Coverage Effective Date or on a Coverage Anniversary.

**Death Benefit** - If a Coverage is not in default, this is the amount Prudential will pay upon the death of a Covered Person, less any Coverage Debt.

**Employee** - A person employed by the Employer. If permitted by applicable state law, the term Employee may also include a director of the Employer’s board of directors.

**Employer** – An Employer under the Group Contract is the Contract Holder or if the Group Contract is owned by a trust, the trust grantor.

**Excess Premium** – The amount of premium received over the Target Premium.

**Extra Rating Class** – A percentage (greater than 100%) of the unrated COI that reflects the extra mortality risk on a substandard life. ~~A substandard rating percentage of the mortality table used to calculate the maximum COI shown in the Schedule of Changes.~~

**Face Amount** - The initial Coverage Segment on the Coverage Effective Date shown in each Covered Person’s Benefit Summary Report.

**Fixed Interest Rate Option** - An investment option under which interest is accrued daily at a rate that Prudential declares periodically, but not less than an effective annual rate of 2%.

**Fund** – A Fund is a portfolio of a series mutual fund. One or more of the available Funds may be chosen as an underlying investment for the Group Contract.

**Good Order** - An instruction received at Prudential’s Service Office utilizing such forms, signatures, and dating as Prudential requires, which is sufficiently clear and complete and for which Prudential does not need to exercise any discretion to follow such instructions.

**Group Contract** - The group flexible premium variable universal life insurance contract issued by Prudential.

**Internal Revenue Code** – The Internal Revenue Code of 1986, as amended.

**Loan Account** – A Loan Account for each Covered Person that is part of the Covered Person's Coverage Fund will be set up in Prudential’s general account whenever the Contract Holder takes out a loan.

**Minimum Initial Premium** – The amount needed for Coverage to be effective under the Group Contract. The Minimum Initial Premium is equal to three (3) months of total charges.

**Minimum Coverage Amount** – An amount specified in the Group Contract’s Schedule of Benefits.

**Monthly Date** – For each Covered Person the Coverage Effective Date and the same date in each subsequent month.

**Net Amount at Risk (“NAR”)** - The amount by which the Covered Person’s Death Benefit exceeds the Coverage Fund.

**Net Cash Value** - The Coverage Fund minus any Coverage Debt.

**Net Premiums** – The amounts allocated to the Variable Investment Options and/or the Fixed Interest Rate Option after Prudential deducts the Premium Load and on the Coverage Effective Date, the first month’s charges.

**On-line Document Center** – A secure Prudential website that warehouses current contract documents for the Contract Holder’s use. These documents are in portable document format or pdf, and can be printed out, posted on a web site, or e-mailed to Covered Persons. To take advantage of the website and access documents as needed each client must complete an On-line Document Center user data collection form.

**Personal Beneficiary** – An individual, trust or any other legal entity designated by the Covered Person, prior to any assignment of Coverage to the Covered Person, who will receive a portion of the Death Benefit.

**Preferred Loan** – A portion of the amount the Contract Holder may borrow on or after the 10<sup>th</sup> Coverage Anniversary up to the maximum preferred loan amount. See **Loans**.

**Premium Load** – The charge that is deducted from all premium payments to compensate Prudential for the costs of selling the Group Contract, including any federal, state or local income, premium, excise, business tax or any other type of charge, or component thereof, measured by or based upon the amount of premium Prudential receives, commissions, advertising and the printing and distribution of prospectuses and sales literature.

**The Prudential Insurance Company of America** - The company offering the Group Contract.

**Return of Charges** – The provision which provides that a portion of the charges paid may be returned to the Contract Holder upon the surrender of a Coverage or the Group Contract within the first ~~eight (8)~~ eleven (11) Coverage Years. See **Surrender**.

**Returnable Charges** – The charges that may be returned to the Contract Holder under Return of Charges provision. The Premium Load and COI applicable to the surrendered Coverage for the Basic Insurance and Target Term Insurance are Returnable Charges.

**Return of Charges Period** - The Return of Charges Period for each Coverage begins in month one (1) from the Coverage Effective Date and extends to month ~~96~~ 132 from the Coverage Effective Date, with declining factors from month 131 to month ~~96~~ 132.

**Separate Account** – The words Separate Account, when Prudential uses them in this Group Contract without qualification, mean any Separate Account Prudential establishes to support variable universal life insurance contracts like this one. The Separate Account that supports this Group Contract and other similar group contracts is called the Prudential Variable Contract Account GI-2.

**Surrender Value** - The amount payable to the Contract Holder upon surrender of a Coverage. It is equal to the Coverage Fund minus any Coverage Debt plus any return of charges for each Covered Person.

**Target Premium** – The Target Premium is a factor per \$1,000 of Basic Insurance, based on issue age and gender. See **Schedule of Charges**.

**Target Term Insurance** – A flexible term insurance benefit to Attained Age 100 of a Covered Person. The Contract Holder specifies the initial amount for such Coverage.

**Underwriting Class** – The three types of underwriting classes Prudential offers - fully underwritten, simplified issue, and guaranteed issue basis.

**Valuation Period** - The period of time from one determination of the value of the amount invested in a variable investment option to the next. Such determinations are made when the net asset values of the portfolios of the Funds are calculated, which would be as of the close of regular trading on the New York Stock Exchange (generally 4:00 p.m. Eastern time).

**Variable Investment Options** - Each subaccount within the Separate Account that invests in a corresponding Fund.

# Tables

## Maximum Cost of Insurance Rates ~~H~~ 1980 Commissioners Standard Ordinary ("CSO") Mortality Table

M A L E		F E M A L E	
Covered Person's Attained Age Last Birthday	Monthly Rate Per 1,000	Covered Person's Attained Age Last Birthday	Monthly Rate Per 1,000
15	0.118	15	0.073
16	0.133	16	0.077
17	0.143	17	0.080
18	0.152	18	0.083
19	0.157	19	0.086
20	0.158	20	0.088
21	0.158	21	0.090
22	0.157	22	0.092
23	0.153	23	0.093
24	0.150	24	0.096
25	0.146	25	0.098
26	0.143	26	0.100
27	0.143	27	0.103
28	0.142	28	0.107
29	0.143	29	0.110
30	0.146	30	0.114
31	0.150	31	0.118
32	0.156	32	0.123
33	0.163	33	0.128
34	0.171	34	0.134
35	0.181	35	0.142
36	0.193	36	0.152
37	0.208	37	0.163
38	0.223	38	0.178
39	0.242	39	0.193
40	0.263	40	0.211
41	0.285	41	0.229
42	0.309	42	0.248
43	0.336	43	0.267
44	0.364	44	0.287
45	0.394	45	0.307
46	0.427	46	0.327
47	0.461	47	0.349
48	0.498	48	0.373
49	0.538	49	0.399
50	0.583	50	0.428
51	0.636	51	0.458
52	0.694	52	0.493
53	0.761	53	0.532
54	0.834	54	0.571
55	0.913	55	0.611
56	0.998	56	0.650

**Maximum Cost of Insurance Rates  
1980 CSO Mortality Table**

M A L E		F E M A L E	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
57	1.087	57	0.688
58	1.182	58	0.725
59	1.285	59	0.767
60	1.400	60	0.817
61	1.530	61	0.878
62	1.677	62	0.958
63	1.841	63	1.053
64	2.023	64	1.160
65	2.218	65	1.274
66	2.428	66	1.393
67	2.649	67	1.511
68	2.888	68	1.633
69	3.151	69	1.769
70	3.448	70	1.930
71	3.786	71	2.128
72	4.173	72	2.373
73	4.612	73	2.666
74	5.092	74	3.004
75	5.604	75	3.380
76	6.142	76	3.788
77	6.698	77	4.223
78	7.277	78	4.693
79	7.897	79	5.214
80	8.578	80	5.806
81	9.341	81	6.486
82	10.201	82	7.271
83	11.153	83	8.158
84	12.177	84	9.135
85	13.248	85	10.191
86	14.351	86	11.318
87	15.478	87	12.515
88	16.628	88	13.782
89	17.808	89	15.128
90	19.036	90	16.571
91	20.343	91	18.140
92	21.786	92	19.891
93	23.511	93	21.951
94	25.831	94	24.603
95	29.322	95	28.418
96	35.083	96	34.490
97	45.083	97	44.770
98	62.096	98	61.997
99	83.333	99	83.333

**Maximum Cost of Insurance Rates  
1980 CSO Mortality Table**

<del>UNISEX</del>		<del>UNISEX</del>	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
15	0.111	57	1.027
16	0.125	58	1.113
17	0.134	59	1.207
18	0.142	60	1.313
19	0.146	61	1.432
20	0.148	62	1.569
21	0.148	63	1.723
22	0.147	64	1.894
23	0.144	65	2.076
24	0.142	66	2.273
25	0.139	67	2.478
26	0.137	68	2.700
27	0.137	69	2.944
28	0.137	70	3.220
29	0.138	71	3.537
30	0.141	72	3.903
31	0.145	73	4.320
32	0.151	74	4.779
33	0.158	75	5.270
34	0.165	76	5.789
35	0.175	77	6.327
36	0.187	78	6.889
37	0.201	79	7.495
38	0.216	80	8.162
39	0.235	81	8.913
40	0.255	82	9.762
41	0.277	83	10.704
42	0.300	84	11.721
43	0.326	85	12.789
44	0.352	86	13.896
45	0.381	87	15.034
46	0.412	88	16.201
47	0.444	89	17.406
48	0.479	90	18.666
49	0.517	91	20.013
50	0.560	92	21.502
51	0.609	93	23.277
52	0.664	94	25.647
53	0.727	95	29.186
54	0.795	96	34.994
55	0.868	97	45.036
56	0.946	98	62.081
		99	83.333

**Maximum Cost of Insurance Rates  
2001 CSO Mortality Table**

Monthly Rate Per 1,000

Covered Person's Attained Age Last Birthday	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
15	0.055000	0.030000	0.051250
16	0.065000	0.032500	0.060120
17	0.074160	0.034160	0.068160
18	0.079160	0.036660	0.072790
19	0.081660	0.038330	0.075160
20	0.083330	0.039160	0.076700
21	0.084160	0.040830	0.077660
22	0.085000	0.041660	0.078500
23	0.086660	0.042500	0.080040
24	0.088330	0.044160	0.081700
25	0.090830	0.045830	0.084080
26	0.095000	0.048330	0.088000
27	0.097500	0.050830	0.090500
28	0.096660	0.053330	0.090160
29	0.095830	0.055830	0.089830
30	0.095000	0.058330	0.089500
31	0.094160	0.062500	0.089410
32	0.095000	0.065830	0.090620
33	0.096660	0.070830	0.092790
34	0.099160	0.076660	0.095790
35	0.103330	0.083330	0.100330
36	0.109160	0.089160	0.106160
37	0.115830	0.095000	0.112700
38	0.124160	0.100000	0.120540
39	0.132500	0.105000	0.128370
40	0.143330	0.111660	0.138580
41	0.155830	0.119160	0.150330
42	0.170830	0.127500	0.164330
43	0.189160	0.137500	0.181410
44	0.210000	0.149160	0.200870
45	0.230830	0.163330	0.220700
46	0.252500	0.180000	0.241620
47	0.270830	0.198330	0.259950
48	0.285000	0.220000	0.275250
49	0.303330	0.244160	0.294450

## 2001 CSO Mortality Table

Monthly Rate Per 1,000

Covered Person's Attained Age Last Birthday	MALE	FEMALE	UNISEX
50	0.325830	0.270000	0.317450
51	0.355000	0.300000	0.346750
52	0.391660	0.332500	0.382790
53	0.434160	0.367500	0.424160
54	0.485830	0.405000	0.473700
55	0.543330	0.446660	0.528830
56	0.605000	0.492500	0.588120
57	0.662500	0.540830	0.644250
58	0.719160	0.590830	0.699910
59	0.785000	0.641660	0.763500
60	0.866660	0.695000	0.840910
61	0.965830	0.752500	0.933830
62	1.081660	0.813330	1.041410
63	1.205830	0.879160	1.156830
64	1.336660	0.950000	1.278660
65	1.470830	1.027500	1.404330
66	1.605830	1.112500	1.531830
67	1.746660	1.206660	1.665660
68	1.895000	1.309160	1.807120
69	2.057500	1.423330	1.962370
70	2.245000	1.552500	2.141120
71	2.475830	1.698330	2.359200
72	2.745000	1.857500	2.611870
73	3.026660	2.032500	2.877540
74	3.330000	2.223330	3.164000
75	3.662500	2.433330	3.478120
76	4.036660	2.662500	3.830540
77	4.472500	2.914160	4.238750
78	4.976660	3.190000	4.708660
79	5.540000	3.493330	5.233000
80	6.168330	3.869160	5.823450
81	6.850000	4.330000	6.472000
82	7.568330	4.816660	7.155580
83	8.351660	5.328330	7.898160
84	9.224160	5.895000	8.724790

## 2001 CSO Mortality Table

Monthly Rate Per 1,000

Covered Person's Attained Age Last Birthday	MALE	FEMALE	UNISEX
85	10.196660	6.465830	9.637040
86	11.264160	7.140000	10.645540
87	12.415830	7.974160	11.749580
88	13.638330	8.854160	12.920700
89	14.919160	9.723330	14.139790
90	16.190000	10.351660	15.314250
91	17.439160	10.960830	16.467410
92	18.745000	11.976660	17.729750
93	20.121660	13.350830	19.106040
94	21.571660	15.075000	20.597160
95	23.010000	16.956660	22.102000
96	24.412500	18.807500	23.571750
97	25.905000	20.005830	25.020120
98	27.495830	20.649160	26.468830
99	29.193330	21.998330	28.114080
100	30.813330	23.751660	29.754080
101	32.246660	25.657500	31.258290
102	33.770830	27.755000	32.868450
103	35.391660	30.059160	34.591790
104	37.112500	32.571660	36.431370
105	38.940830	35.226660	38.383700
106	40.880830	37.944160	40.440330
107	42.940000	40.706660	42.605000
108	45.124160	43.516660	44.883040
109	47.439160	46.420000	47.286290
110	49.891660	49.330000	49.807410
111	52.490000	52.135000	52.436750
112	55.239160	54.814160	55.175410
113	58.148330	57.565830	58.060950
114	61.223330	61.005000	61.190580
115	64.471660	64.279160	64.442790
116	67.898330	67.696660	67.868080
117	71.512500	71.325000	71.484370
118	75.317500	74.715000	75.227120
119	79.305830	78.255000	79.148200
120	83.333330	83.333330	83.333330]

### Table of Attained Age Factors

<sup>K</sup>[Mortality: 1980 CSO Mortality Table

Interest: 1st Year 7%; 4% Thereafter

M A L E

F E M A L E

Covered Person's Attained Age Last Birthday	Factor	Covered Person's Attained Age Last Birthday	Factor
15	7.5175892	15	9.0895896
16	7.2921237	16	8.7982845
17	7.0784363	17	8.5173042
18	6.8740784	18	8.2461230
19	6.6769947	19	7.9835800
20	6.4854659	20	7.7286820
21	6.2980598	21	7.4817939
22	6.1139849	22	7.2420630
23	5.9326010	23	7.0087628
24	5.7537367	24	6.7822517
25	5.5775974	25	6.5623362
26	5.4037678	26	6.3488243
27	5.2332098	27	6.1419206
28	5.0665379	28	5.9413911
29	4.9035099	29	5.7470092
30	4.7448922	30	5.5588731
31	4.5905861	31	5.3767336
32	4.4410615	32	5.2003572
33	4.2961323	33	5.0295165
34	4.1559456	34	4.8644617
35	4.0204307	35	4.7049185
36	3.8896308	36	4.5508221
37	3.7636703	37	4.4024457
38	3.6423657	38	4.2597828
39	3.5256397	39	4.1227758
40	3.4133867	40	3.9913284
41	3.3055752	41	3.8651750
42	3.2020515	42	3.7441861
43	3.1025711	43	3.6279806
44	3.0069748	44	3.5161012
45	2.9151688	45	3.4084527
46	2.8269131	46	3.3047359
47	2.7420416	47	3.2046747
48	2.6603873	48	3.1082616
49	2.5818345	49	3.0153071
50	2.5063043	50	2.9256979
51	2.4336982	51	2.8393118
52	2.3640233	52	2.7560787
53	2.2972498	53	2.6759674
54	2.2333175	54	2.5988724
55	2.1721769	55	2.5245848
56	2.1136670	56	2.4529115

## Table of Attained Age Factors

### Mortality: 1980 CSO Mortality Table

Interest: 1st Year 7%; 4% Thereafter

M A L E

F E M A L E

Covered Person's Attained Age Last Birthday	Factor	Covered Person's Attained Age Last Birthday	Factor
57	2.0576272	57	2.3836354
58	2.0038973	58	2.3164453
59	1.9523407	59	2.2512121
60	1.9028812	60	2.1878734
61	1.8554647	61	2.1265330
62	1.8100899	62	2.0673249
63	1.7667402	63	2.0104491
64	1.7254024	64	1.9560057
65	1.6860366	65	1.9039767
66	1.6485275	66	1.8541755
67	1.6127400	67	1.8063868
68	1.5785346	68	1.7603409
69	1.5457976	69	1.7158508
70	1.5144924	70	1.6728896
71	1.4846396	71	1.6315132
72	1.4562828	72	1.5918644
73	1.4295007	73	1.5541429
74	1.4043352	74	1.5184611
75	1.3807481	75	1.4848475
76	1.3586331	76	1.4532080
77	1.3378299	77	1.4233809
78	1.3181527	78	1.3951796
79	1.2994345	79	1.3684401
80	1.2815873	80	1.3430825
81	1.2645994	81	1.3190974
82	1.2485092	82	1.2965255
83	1.2334056	83	1.2754348
84	1.2193454	84	1.2558418
85	1.2063014	85	1.2376779
86	1.1941816	86	1.2208181
87	1.1828372	87	1.2051114
88	1.1720995	88	1.1903815
89	1.1617745	89	1.1764297
90	1.1516460	90	1.1630537
91	1.1414741	91	1.1500238
92	1.1309821	92	1.1370894
93	1.1198393	93	1.1239493
94	1.1077200	94	1.1102919
95	1.0944085	95	1.0958633
96	1.0798485	96	1.0805590
97	1.0642276	97	1.0645024
98	1.0481445	98	1.0482103
99	1.0342149	99	1.0342149

## Table of Attained Age Factors

### Mortality: 1980 CSO Mortality Table

Interest: 1st Year 7%; 4% Thereafter

-U-N-I-S-E-X

U-N-I-S-E-X

Covered Person's Attained Age Last Birthday	Factor	Covered Person's Attained Age Last Birthday	Factor
15	7.7006007	57	2.0952295
16	7.4675534	58	2.0399804
17	7.2461458	59	1.9868890
18	7.0341262	60	1.9358797
19	6.8295305	61	1.8869143
20	6.6307155	62	1.8400045
21	6.4364441	63	1.7951561
22	6.2459221	64	1.7523675
23	6.0585040	65	1.7116010
24	5.8740800	66	1.6727334
25	5.6928153	67	1.6356206
26	5.5143219	68	1.6001085
27	5.3395595	69	1.5660742
28	5.1688091	70	1.5334811
29	5.0020705	71	1.5023520
30	4.8399557	72	1.4727401
31	4.6823490	73	1.4447363
32	4.5296418	74	1.4183898
33	4.3816433	75	1.3936692
34	4.2385113	76	1.3704692
35	4.1001524	77	1.3486291
36	3.9665973	78	1.3279629
37	3.8379862	79	1.3083043
38	3.7141546	80	1.2895668
39	3.5950268	81	1.2717400
40	3.4804981	82	1.2548636
41	3.3705108	83	1.2390249
42	3.2649137	84	1.2242767
43	3.1634475	85	1.2105868
44	3.0659204	86	1.1978598
45	2.9722386	87	1.1859470
46	2.8821556	88	1.1746799
47	2.7954935	89	1.1638650
48	2.7121023	90	1.1532898
49	2.6318582	91	1.1427175
50	2.5546789	92	1.1318778
51	2.4804633	93	1.1204463
52	2.4092103	94	1.1081020
53	2.3408899	95	1.0946256
54	2.2754374	96	1.0799548
55	2.2127865	97	1.0642688
56	2.1527728	98	1.0481543
		99	1.0342149

**Table of Attained Age Factors**  
**Mortality: 2001 CSO Mortality Table**  
 Interest: 1st Year 7%; 4% Thereafter

Covered Person's Attained Age Last Birthday	MALE	FEMALE	UNISEX
15	9.3700810	11.0697690	9.5722740
16	9.0570290	10.6807220	9.2502580
17	8.7607970	10.3068350	8.9448900
18	8.4793400	9.9463990	8.6541520
19	8.2084990	9.5996790	8.3743780
20	7.9459950	9.2652210	8.1033830
21	7.6910150	8.9417920	7.8403060
22	7.4428680	8.6297140	7.5845770
23	7.2014290	8.3279130	7.3359650
24	6.9670000	8.0360570	7.0946990
25	6.7393840	7.7543630	6.8606340
26	6.5187540	7.4824290	6.6338740
27	6.3055600	7.2203320	6.4148300
28	6.0988600	6.9676390	6.2026190
29	5.8972800	6.7239420	5.9959820
30	5.7008170	6.4888590	5.7948760
31	5.5094580	6.2620190	5.5992470
32	5.3231710	6.0437060	5.4091010
33	5.1423520	5.8331980	5.2247040
34	4.9670810	5.6306710	5.0461450
35	4.7973840	5.4359490	4.8734270
36	4.6334150	5.2488320	4.7066620
37	4.4752550	5.0686780	4.5458450
38	4.3227680	4.8951280	4.3908140
39	4.1759420	4.7276730	4.2414980
40	4.0344630	4.5660280	4.0975870
41	3.8983870	4.4102390	3.9591340
42	3.7675990	4.2601490	3.8260200
43	3.6420520	4.1155850	3.6981830
44	3.5217500	3.9764870	3.5756180
45	3.4065580	3.8427530	3.4581940
46	3.2960870	3.7143550	3.3455650
47	3.1900660	3.5912210	3.2374820
48	3.0879140	3.4731470	3.1334090
49	2.9890720	3.3600860	3.0328490

**Table of Attained Age Factors**  
**Mortality: 2001 CSO Mortality Table**  
 Interest: 1st Year 7%; 4% Thereafter

Covered Person's Attained Age Last Birthday	MALE	FEMALE	UNISEX
50	2.8936420	3.2518740	2.9358710
51	2.8016630	3.1482580	2.8424800
52	2.7132720	3.0491830	2.7527890
53	2.6285750	2.9544400	2.6668680
54	2.5475280	2.8638160	2.5846520
55	2.4701990	2.7770980	2.5061780
56	2.3964600	2.6941690	2.4313170
57	2.3261080	2.6148930	2.3598760
58	2.2586520	2.5390470	2.2913940
59	2.1937720	2.4663790	2.2255600
60	2.1314790	2.3966180	2.1623510
61	2.0719230	2.3295820	2.1018820
62	2.0152260	2.2651540	2.0442460
63	1.9614280	2.2031810	1.9894620
64	1.9103390	2.1435640	1.9373520
65	1.8617430	2.0861940	1.8877100
66	1.8153740	2.0309980	1.8402930
67	1.7709420	1.9779060	1.7948350
68	1.7282650	1.9268730	1.7511680
69	1.6871870	1.8778130	1.7091460
70	1.6476380	1.8306900	1.6687020
71	1.6096570	1.7855010	1.6298710
72	1.5734490	1.7422400	1.5928350
73	1.5391010	1.7008190	1.5576610
74	1.5063950	1.6611730	1.5241470
75	1.4751970	1.6232120	1.4921680
76	1.4454240	1.5868750	1.4616390
77	1.4170570	1.5520740	1.4325380
78	1.3901830	1.5187420	1.4049330
79	1.3648820	1.4868020	1.3788870
80	1.3411290	1.4561680	1.3543680
81	1.3189100	1.4270820	1.3313890
82	1.2981280	1.3998090	1.3098920
83	1.2785900	1.3741410	1.2896830
84	1.2602200	1.3498590	1.2706720

**Table of Attained Age Factors**

**Mortality: 2001 CSO Mortality Table**

Interest: 1st Year 7%; 4% Thereafter

Covered Person's Attained Age Last Birthday	MALE	FEMALE	UNISEX
85	1.2430220	1.3269300	1.2528600
86	1.2270230	1.3049990	1.2362300
87	1.2122190	1.2841920	1.2207900
88	1.1985630	1.2648660	1.2065400
89	1.1859750	1.2468390	1.1933880
90	1.1743580	1.2297580	1.1812100
91	1.1634190	1.2123770	1.1695920
92	1.1527930	1.1944480	1.1581270
93	1.1422550	1.1757590	1.1466830
94	1.1315200	1.1575000	1.1350390
95	1.1201780	1.1394260	1.1228480
96	1.1073940	1.1209160	1.1093130
97	1.0918350	1.1007800	1.0931360
98	1.0716630	1.0764430	1.0723780
99	1.0342110	1.0342110	1.0342110

**Maximum Cost of Insurance Rates**

**1980 Commissioners Standard Ordinary ("CSO") Mortality Table**

MALE		FEMALE		UNISEX	
Covered Person's Attained Age Last Birthday	Monthly Rate Per 1,000	Covered Person's Attained Age Last Birthday	Monthly Rate Per 1,000	Covered Person's Attained Age Last Birthday	Monthly Rate Per 1,000
15	0.118	15	0.073	15	0.118
16	0.133	16	0.077	16	0.133
17	0.143	17	0.080	17	0.143
18	0.152	18	0.083	18	0.152
19	0.157	19	0.086	19	0.157
20	0.158	20	0.088	20	0.158
21	0.158	21	0.090	21	0.158
22	0.157	22	0.092	22	0.157
23	0.153	23	0.093	23	0.153
24	0.150	24	0.096	24	0.150
25	0.146	25	0.098	25	0.146
26	0.143	26	0.100	26	0.143
27	0.143	27	0.103	27	0.143
28	0.142	28	0.107	28	0.142
29	0.143	29	0.110	29	0.143
30	0.146	30	0.114	30	0.146
31	0.150	31	0.118	31	0.150
32	0.156	32	0.123	32	0.156
33	0.163	33	0.128	33	0.163

MARKED TO SHOW CHANGES

<u>34</u>	<u>0.171</u>	<u>34</u>	<u>0.134</u>	<u>34</u>	<u>0.171</u>
<u>35</u>	<u>0.181</u>	<u>35</u>	<u>0.142</u>	<u>35</u>	<u>0.181</u>
<u>36</u>	<u>0.193</u>	<u>36</u>	<u>0.152</u>	<u>36</u>	<u>0.193</u>
<u>37</u>	<u>0.208</u>	<u>37</u>	<u>0.163</u>	<u>37</u>	<u>0.208</u>
<u>38</u>	<u>0.223</u>	<u>38</u>	<u>0.178</u>	<u>38</u>	<u>0.223</u>
<u>39</u>	<u>0.242</u>	<u>39</u>	<u>0.193</u>	<u>39</u>	<u>0.242</u>
<u>40</u>	<u>0.263</u>	<u>40</u>	<u>0.211</u>	<u>40</u>	<u>0.263</u>
<u>41</u>	<u>0.285</u>	<u>41</u>	<u>0.229</u>	<u>41</u>	<u>0.285</u>
<u>42</u>	<u>0.309</u>	<u>42</u>	<u>0.248</u>	<u>42</u>	<u>0.309</u>
<u>43</u>	<u>0.336</u>	<u>43</u>	<u>0.267</u>	<u>43</u>	<u>0.336</u>
<u>44</u>	<u>0.364</u>	<u>44</u>	<u>0.287</u>	<u>44</u>	<u>0.364</u>
<u>45</u>	<u>0.394</u>	<u>45</u>	<u>0.307</u>	<u>45</u>	<u>0.394</u>
<u>46</u>	<u>0.427</u>	<u>46</u>	<u>0.327</u>	<u>46</u>	<u>0.427</u>
<u>47</u>	<u>0.461</u>	<u>47</u>	<u>0.349</u>	<u>47</u>	<u>0.461</u>
<u>48</u>	<u>0.498</u>	<u>48</u>	<u>0.373</u>	<u>48</u>	<u>0.498</u>
<u>49</u>	<u>0.538</u>	<u>49</u>	<u>0.399</u>	<u>49</u>	<u>0.538</u>
<u>50</u>	<u>0.583</u>	<u>50</u>	<u>0.428</u>	<u>50</u>	<u>0.583</u>
<u>51</u>	<u>0.636</u>	<u>51</u>	<u>0.458</u>	<u>51</u>	<u>0.636</u>
<u>52</u>	<u>0.694</u>	<u>52</u>	<u>0.493</u>	<u>52</u>	<u>0.694</u>
<u>53</u>	<u>0.761</u>	<u>53</u>	<u>0.532</u>	<u>53</u>	<u>0.761</u>
<u>54</u>	<u>0.834</u>	<u>54</u>	<u>0.571</u>	<u>54</u>	<u>0.834</u>
<u>55</u>	<u>0.913</u>	<u>55</u>	<u>0.611</u>	<u>55</u>	<u>0.913</u>
<u>56</u>	<u>0.998</u>	<u>56</u>	<u>0.650</u>	<u>56</u>	<u>0.998</u>

**Maximum Cost of Insurance Rates**  
**1980 CSO Mortality Table**

<u>MALE</u>		<u>FEMALE</u>		<u>UNISEX</u>	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
<u>57</u>	<u>1.087</u>	<u>57</u>	<u>0.688</u>	<u>57</u>	<u>1.087</u>
<u>58</u>	<u>1.182</u>	<u>58</u>	<u>0.725</u>	<u>58</u>	<u>1.182</u>
<u>59</u>	<u>1.285</u>	<u>59</u>	<u>0.767</u>	<u>59</u>	<u>1.285</u>
<u>60</u>	<u>1.400</u>	<u>60</u>	<u>0.817</u>	<u>60</u>	<u>1.400</u>
<u>61</u>	<u>1.530</u>	<u>61</u>	<u>0.878</u>	<u>61</u>	<u>1.530</u>
<u>62</u>	<u>1.677</u>	<u>62</u>	<u>0.958</u>	<u>62</u>	<u>1.677</u>
<u>63</u>	<u>1.841</u>	<u>63</u>	<u>1.053</u>	<u>63</u>	<u>1.841</u>
<u>64</u>	<u>2.023</u>	<u>64</u>	<u>1.160</u>	<u>64</u>	<u>2.023</u>
<u>65</u>	<u>2.218</u>	<u>65</u>	<u>1.274</u>	<u>65</u>	<u>2.218</u>
<u>66</u>	<u>2.428</u>	<u>66</u>	<u>1.393</u>	<u>66</u>	<u>2.428</u>
<u>67</u>	<u>2.649</u>	<u>67</u>	<u>1.511</u>	<u>67</u>	<u>2.649</u>
<u>68</u>	<u>2.888</u>	<u>68</u>	<u>1.633</u>	<u>68</u>	<u>2.888</u>
<u>69</u>	<u>3.151</u>	<u>69</u>	<u>1.769</u>	<u>69</u>	<u>3.151</u>
<u>70</u>	<u>3.448</u>	<u>70</u>	<u>1.930</u>	<u>70</u>	<u>3.448</u>
<u>71</u>	<u>3.786</u>	<u>71</u>	<u>2.128</u>	<u>71</u>	<u>3.786</u>
<u>72</u>	<u>4.173</u>	<u>72</u>	<u>2.373</u>	<u>72</u>	<u>4.173</u>
<u>73</u>	<u>4.612</u>	<u>73</u>	<u>2.666</u>	<u>73</u>	<u>4.612</u>
<u>74</u>	<u>5.092</u>	<u>74</u>	<u>3.004</u>	<u>74</u>	<u>5.092</u>
<u>75</u>	<u>5.604</u>	<u>75</u>	<u>3.380</u>	<u>75</u>	<u>5.604</u>
<u>76</u>	<u>6.142</u>	<u>76</u>	<u>3.788</u>	<u>76</u>	<u>6.142</u>
<u>77</u>	<u>6.698</u>	<u>77</u>	<u>4.223</u>	<u>77</u>	<u>6.698</u>
<u>78</u>	<u>7.277</u>	<u>78</u>	<u>4.693</u>	<u>78</u>	<u>7.277</u>
<u>79</u>	<u>7.897</u>	<u>79</u>	<u>5.214</u>	<u>79</u>	<u>7.897</u>
<u>80</u>	<u>8.578</u>	<u>80</u>	<u>5.806</u>	<u>80</u>	<u>8.578</u>
<u>81</u>	<u>9.341</u>	<u>81</u>	<u>6.486</u>	<u>81</u>	<u>9.341</u>
<u>82</u>	<u>10.201</u>	<u>82</u>	<u>7.271</u>	<u>82</u>	<u>10.201</u>
<u>83</u>	<u>11.153</u>	<u>83</u>	<u>8.158</u>	<u>83</u>	<u>11.153</u>
<u>84</u>	<u>12.177</u>	<u>84</u>	<u>9.135</u>	<u>84</u>	<u>12.177</u>
<u>85</u>	<u>13.248</u>	<u>85</u>	<u>10.191</u>	<u>85</u>	<u>13.248</u>
<u>86</u>	<u>14.351</u>	<u>86</u>	<u>11.318</u>	<u>86</u>	<u>14.351</u>
<u>87</u>	<u>15.478</u>	<u>87</u>	<u>12.515</u>	<u>87</u>	<u>15.478</u>
<u>88</u>	<u>16.628</u>	<u>88</u>	<u>13.782</u>	<u>88</u>	<u>16.628</u>
<u>89</u>	<u>17.808</u>	<u>89</u>	<u>15.128</u>	<u>89</u>	<u>17.808</u>
<u>90</u>	<u>19.036</u>	<u>90</u>	<u>16.571</u>	<u>90</u>	<u>19.036</u>
<u>91</u>	<u>20.343</u>	<u>91</u>	<u>18.140</u>	<u>91</u>	<u>20.343</u>
<u>92</u>	<u>21.786</u>	<u>92</u>	<u>19.891</u>	<u>92</u>	<u>21.786</u>
<u>93</u>	<u>23.511</u>	<u>93</u>	<u>21.951</u>	<u>93</u>	<u>23.511</u>
<u>94</u>	<u>25.831</u>	<u>94</u>	<u>24.603</u>	<u>94</u>	<u>25.831</u>
<u>95</u>	<u>29.322</u>	<u>95</u>	<u>28.418</u>	<u>95</u>	<u>29.322</u>
<u>96</u>	<u>35.083</u>	<u>96</u>	<u>34.490</u>	<u>96</u>	<u>35.083</u>
<u>97</u>	<u>45.083</u>	<u>97</u>	<u>44.770</u>	<u>97</u>	<u>45.083</u>
<u>98</u>	<u>62.096</u>	<u>98</u>	<u>61.997</u>	<u>98</u>	<u>62.096</u>
<u>99</u>	<u>83.333</u>	<u>99</u>	<u>83.333</u>	<u>99</u>	<u>83.333</u>

### Table of Attained Age Factors

Mortality: 1980 Commissioners Standard Ordinary ("CSO") Mortality Table -  
Interest: 1st Year 7%; 4% Thereafter

<u>Covered Person's</u> <u>Attained Age</u> <u>Last Birthday</u>	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
<u>15</u>	<u>7.51759</u>	<u>9.08959</u>	<u>7.51759</u>
<u>16</u>	<u>7.29212</u>	<u>8.79828</u>	<u>7.29212</u>
<u>17</u>	<u>7.07844</u>	<u>8.51730</u>	<u>7.07844</u>
<u>18</u>	<u>6.87408</u>	<u>8.24612</u>	<u>6.87408</u>
<u>19</u>	<u>6.67699</u>	<u>7.98358</u>	<u>6.67699</u>
<u>20</u>	<u>6.48547</u>	<u>7.72868</u>	<u>6.48547</u>
<u>21</u>	<u>6.29806</u>	<u>7.48179</u>	<u>6.29806</u>
<u>22</u>	<u>6.11398</u>	<u>7.24206</u>	<u>6.11398</u>
<u>23</u>	<u>5.93260</u>	<u>7.00876</u>	<u>5.93260</u>
<u>24</u>	<u>5.75374</u>	<u>6.78225</u>	<u>5.75374</u>
<u>25</u>	<u>5.57760</u>	<u>6.56234</u>	<u>5.57760</u>
<u>26</u>	<u>5.40377</u>	<u>6.34882</u>	<u>5.40377</u>
<u>27</u>	<u>5.23330</u>	<u>6.14192</u>	<u>5.23330</u>
<u>28</u>	<u>5.06654</u>	<u>5.94139</u>	<u>5.06654</u>
<u>29</u>	<u>4.90351</u>	<u>5.74701</u>	<u>4.90351</u>
<u>30</u>	<u>4.74489</u>	<u>5.55887</u>	<u>4.74489</u>
<u>31</u>	<u>4.59059</u>	<u>5.37673</u>	<u>4.59059</u>
<u>32</u>	<u>4.44106</u>	<u>5.20036</u>	<u>4.44106</u>
<u>33</u>	<u>4.29613</u>	<u>5.02952</u>	<u>4.29613</u>
<u>34</u>	<u>4.15595</u>	<u>4.86446</u>	<u>4.15595</u>
<u>35</u>	<u>4.02043</u>	<u>4.70492</u>	<u>4.02043</u>
<u>36</u>	<u>3.88963</u>	<u>4.55082</u>	<u>3.88963</u>
<u>37</u>	<u>3.76367</u>	<u>4.40245</u>	<u>3.76367</u>
<u>38</u>	<u>3.64237</u>	<u>4.25978</u>	<u>3.64237</u>
<u>39</u>	<u>3.52564</u>	<u>4.12278</u>	<u>3.52564</u>
<u>40</u>	<u>3.41339</u>	<u>3.99133</u>	<u>3.41339</u>
<u>41</u>	<u>3.30558</u>	<u>3.86518</u>	<u>3.30558</u>
<u>42</u>	<u>3.20205</u>	<u>3.74419</u>	<u>3.20205</u>
<u>43</u>	<u>3.10257</u>	<u>3.62798</u>	<u>3.10257</u>
<u>44</u>	<u>3.00697</u>	<u>3.51610</u>	<u>3.00697</u>
<u>45</u>	<u>2.91517</u>	<u>3.40845</u>	<u>2.91517</u>
<u>46</u>	<u>2.82691</u>	<u>3.30474</u>	<u>2.82691</u>
<u>47</u>	<u>2.74204</u>	<u>3.20467</u>	<u>2.74204</u>
<u>48</u>	<u>2.66039</u>	<u>3.10826</u>	<u>2.66039</u>
<u>49</u>	<u>2.58183</u>	<u>3.01531</u>	<u>2.58183</u>
<u>50</u>	<u>2.50630</u>	<u>2.92570</u>	<u>2.50630</u>
<u>51</u>	<u>2.43370</u>	<u>2.83931</u>	<u>2.43370</u>
<u>52</u>	<u>2.36402</u>	<u>2.75608</u>	<u>2.36402</u>
<u>53</u>	<u>2.29725</u>	<u>2.67597</u>	<u>2.29725</u>
<u>54</u>	<u>2.23332</u>	<u>2.59887</u>	<u>2.23332</u>
<u>55</u>	<u>2.17218</u>	<u>2.52458</u>	<u>2.17218</u>

**Table of Attained Age Factors**  
**Mortality: 1980 CSO Mortality Table - Interest: 1<sup>st</sup> Year 7%; 4% Thereafter**

<u>Covered Person's Attained Age</u>			
<u>Last Birthday</u>	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
<u>56</u>	<u>2.11367</u>	<u>2.45291</u>	<u>2.11367</u>
<u>57</u>	<u>2.05763</u>	<u>2.38364</u>	<u>2.05763</u>
<u>58</u>	<u>2.00390</u>	<u>2.31645</u>	<u>2.00390</u>
<u>59</u>	<u>1.95234</u>	<u>2.25121</u>	<u>1.95234</u>
<u>60</u>	<u>1.90288</u>	<u>2.18787</u>	<u>1.90288</u>
<u>61</u>	<u>1.85546</u>	<u>2.12653</u>	<u>1.85546</u>
<u>62</u>	<u>1.81009</u>	<u>2.06732</u>	<u>1.81009</u>
<u>63</u>	<u>1.76674</u>	<u>2.01045</u>	<u>1.76674</u>
<u>64</u>	<u>1.72540</u>	<u>1.95601</u>	<u>1.72540</u>
<u>65</u>	<u>1.68604</u>	<u>1.90398</u>	<u>1.68604</u>
<u>66</u>	<u>1.64853</u>	<u>1.85418</u>	<u>1.64853</u>
<u>67</u>	<u>1.61274</u>	<u>1.80639</u>	<u>1.61274</u>
<u>68</u>	<u>1.57853</u>	<u>1.76034</u>	<u>1.57853</u>
<u>69</u>	<u>1.54580</u>	<u>1.71585</u>	<u>1.54580</u>
<u>70</u>	<u>1.51449</u>	<u>1.67289</u>	<u>1.51449</u>
<u>71</u>	<u>1.48464</u>	<u>1.63151</u>	<u>1.48464</u>
<u>72</u>	<u>1.45628</u>	<u>1.59186</u>	<u>1.45628</u>
<u>73</u>	<u>1.42950</u>	<u>1.55414</u>	<u>1.42950</u>
<u>74</u>	<u>1.40434</u>	<u>1.51846</u>	<u>1.40434</u>
<u>75</u>	<u>1.38075</u>	<u>1.48485</u>	<u>1.38075</u>
<u>76</u>	<u>1.35863</u>	<u>1.45321</u>	<u>1.35863</u>
<u>77</u>	<u>1.33783</u>	<u>1.42338</u>	<u>1.33783</u>
<u>78</u>	<u>1.31815</u>	<u>1.39518</u>	<u>1.31815</u>
<u>79</u>	<u>1.29943</u>	<u>1.36844</u>	<u>1.29943</u>
<u>80</u>	<u>1.28159</u>	<u>1.34308</u>	<u>1.28159</u>
<u>81</u>	<u>1.26460</u>	<u>1.31910</u>	<u>1.26460</u>
<u>82</u>	<u>1.24851</u>	<u>1.29653</u>	<u>1.24851</u>
<u>83</u>	<u>1.23341</u>	<u>1.27543</u>	<u>1.23341</u>
<u>84</u>	<u>1.21935</u>	<u>1.25584</u>	<u>1.21935</u>
<u>85</u>	<u>1.20630</u>	<u>1.23768</u>	<u>1.20630</u>
<u>86</u>	<u>1.19418</u>	<u>1.22082</u>	<u>1.19418</u>
<u>87</u>	<u>1.18284</u>	<u>1.20511</u>	<u>1.18284</u>
<u>88</u>	<u>1.17210</u>	<u>1.19038</u>	<u>1.17210</u>
<u>89</u>	<u>1.16177</u>	<u>1.17643</u>	<u>1.16177</u>
<u>90</u>	<u>1.15165</u>	<u>1.16305</u>	<u>1.15165</u>
<u>91</u>	<u>1.14147</u>	<u>1.15002</u>	<u>1.14147</u>
<u>92</u>	<u>1.13098</u>	<u>1.13709</u>	<u>1.13098</u>
<u>93</u>	<u>1.11984</u>	<u>1.12395</u>	<u>1.11984</u>
<u>94</u>	<u>1.10772</u>	<u>1.11029</u>	<u>1.10772</u>
<u>95</u>	<u>1.09441</u>	<u>1.09586</u>	<u>1.09441</u>
<u>96</u>	<u>1.07985</u>	<u>1.08056</u>	<u>1.07985</u>
<u>97</u>	<u>1.06423</u>	<u>1.06450</u>	<u>1.06423</u>
<u>98</u>	<u>1.04814</u>	<u>1.04821</u>	<u>1.04814</u>
<u>99</u>	<u>1.03421</u>	<u>1.03421</u>	<u>1.03421</u>

**Maximum Cost of Insurance Rates**  
**2001 Commissioners Standard Ordinary ("CSO") Mortality Table**

<u>MALE</u>		<u>FEMALE</u>		<u>UNISEX</u>	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
15	0.055	15	0.030	15	0.055
16	0.065	16	0.033	16	0.065
17	0.074	17	0.034	17	0.074
18	0.079	18	0.037	18	0.079
19	0.082	19	0.038	19	0.082
20	0.083	20	0.039	20	0.083
21	0.084	21	0.041	21	0.084
22	0.085	22	0.042	22	0.085
23	0.087	23	0.043	23	0.087
24	0.088	24	0.044	24	0.088
25	0.091	25	0.046	25	0.091
26	0.095	26	0.048	26	0.095
27	0.098	27	0.051	27	0.098
28	0.097	28	0.053	28	0.097
29	0.096	29	0.056	29	0.096
30	0.095	30	0.058	30	0.095
31	0.094	31	0.063	31	0.094
32	0.095	32	0.066	32	0.095
33	0.097	33	0.071	33	0.097
34	0.099	34	0.077	34	0.099
35	0.103	35	0.083	35	0.103
36	0.109	36	0.089	36	0.109
37	0.116	37	0.095	37	0.116
38	0.124	38	0.100	38	0.124
39	0.133	39	0.105	39	0.133
40	0.143	40	0.112	40	0.143
41	0.156	41	0.119	41	0.156
42	0.171	42	0.128	42	0.171
43	0.189	43	0.138	43	0.189
44	0.210	44	0.149	44	0.210
45	0.231	45	0.163	45	0.231
46	0.253	46	0.180	46	0.253
47	0.271	47	0.198	47	0.271
48	0.285	48	0.220	48	0.285
49	0.303	49	0.244	49	0.303
50	0.326	50	0.270	50	0.326
51	0.355	51	0.300	51	0.355
52	0.392	52	0.333	52	0.392
53	0.434	53	0.368	53	0.434
54	0.486	54	0.405	54	0.486
55	0.543	55	0.447	55	0.543
56	0.605	56	0.493	56	0.605

**Maximum Cost of Insurance Rates**  
**2001 CSO Mortality Table**

<u>MALE</u>		<u>FEMALE</u>		<u>UNISEX</u>	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
<u>57</u>	<u>0.663</u>	<u>57</u>	<u>0.541</u>	<u>57</u>	<u>0.663</u>
<u>58</u>	<u>0.719</u>	<u>58</u>	<u>0.591</u>	<u>58</u>	<u>0.719</u>
<u>59</u>	<u>0.785</u>	<u>59</u>	<u>0.642</u>	<u>59</u>	<u>0.785</u>
<u>60</u>	<u>0.867</u>	<u>60</u>	<u>0.695</u>	<u>60</u>	<u>0.867</u>
<u>61</u>	<u>0.966</u>	<u>61</u>	<u>0.753</u>	<u>61</u>	<u>0.966</u>
<u>62</u>	<u>1.082</u>	<u>62</u>	<u>0.813</u>	<u>62</u>	<u>1.082</u>
<u>63</u>	<u>1.206</u>	<u>63</u>	<u>0.879</u>	<u>63</u>	<u>1.206</u>
<u>64</u>	<u>1.337</u>	<u>64</u>	<u>0.950</u>	<u>64</u>	<u>1.337</u>
<u>65</u>	<u>1.471</u>	<u>65</u>	<u>1.028</u>	<u>65</u>	<u>1.471</u>
<u>66</u>	<u>1.606</u>	<u>66</u>	<u>1.113</u>	<u>66</u>	<u>1.606</u>
<u>67</u>	<u>1.747</u>	<u>67</u>	<u>1.207</u>	<u>67</u>	<u>1.747</u>
<u>68</u>	<u>1.895</u>	<u>68</u>	<u>1.309</u>	<u>68</u>	<u>1.895</u>
<u>69</u>	<u>2.058</u>	<u>69</u>	<u>1.423</u>	<u>69</u>	<u>2.058</u>
<u>70</u>	<u>2.245</u>	<u>70</u>	<u>1.553</u>	<u>70</u>	<u>2.245</u>
<u>71</u>	<u>2.476</u>	<u>71</u>	<u>1.698</u>	<u>71</u>	<u>2.476</u>
<u>72</u>	<u>2.745</u>	<u>72</u>	<u>1.858</u>	<u>72</u>	<u>2.745</u>
<u>73</u>	<u>3.027</u>	<u>73</u>	<u>2.033</u>	<u>73</u>	<u>3.027</u>
<u>74</u>	<u>3.330</u>	<u>74</u>	<u>2.223</u>	<u>74</u>	<u>3.330</u>
<u>75</u>	<u>3.663</u>	<u>75</u>	<u>2.433</u>	<u>75</u>	<u>3.663</u>
<u>76</u>	<u>4.037</u>	<u>76</u>	<u>2.663</u>	<u>76</u>	<u>4.037</u>
<u>77</u>	<u>4.473</u>	<u>77</u>	<u>2.914</u>	<u>77</u>	<u>4.473</u>
<u>78</u>	<u>4.977</u>	<u>78</u>	<u>3.190</u>	<u>78</u>	<u>4.977</u>
<u>79</u>	<u>5.540</u>	<u>79</u>	<u>3.493</u>	<u>79</u>	<u>5.540</u>
<u>80</u>	<u>6.168</u>	<u>80</u>	<u>3.869</u>	<u>80</u>	<u>6.168</u>
<u>81</u>	<u>6.850</u>	<u>81</u>	<u>4.330</u>	<u>81</u>	<u>6.850</u>
<u>82</u>	<u>7.568</u>	<u>82</u>	<u>4.817</u>	<u>82</u>	<u>7.568</u>
<u>83</u>	<u>8.352</u>	<u>83</u>	<u>5.328</u>	<u>83</u>	<u>8.352</u>
<u>84</u>	<u>9.224</u>	<u>84</u>	<u>5.895</u>	<u>84</u>	<u>9.224</u>
<u>85</u>	<u>10.197</u>	<u>85</u>	<u>6.466</u>	<u>85</u>	<u>10.197</u>
<u>86</u>	<u>11.264</u>	<u>86</u>	<u>7.140</u>	<u>86</u>	<u>11.264</u>
<u>87</u>	<u>12.416</u>	<u>87</u>	<u>7.974</u>	<u>87</u>	<u>12.416</u>
<u>88</u>	<u>13.638</u>	<u>88</u>	<u>8.854</u>	<u>88</u>	<u>13.638</u>
<u>89</u>	<u>14.919</u>	<u>89</u>	<u>9.723</u>	<u>89</u>	<u>14.919</u>
<u>90</u>	<u>16.190</u>	<u>90</u>	<u>10.352</u>	<u>90</u>	<u>16.190</u>
<u>91</u>	<u>17.439</u>	<u>91</u>	<u>10.961</u>	<u>91</u>	<u>17.439</u>
<u>92</u>	<u>18.745</u>	<u>92</u>	<u>11.977</u>	<u>92</u>	<u>18.745</u>
<u>93</u>	<u>20.122</u>	<u>93</u>	<u>13.351</u>	<u>93</u>	<u>20.122</u>
<u>94</u>	<u>21.572</u>	<u>94</u>	<u>15.075</u>	<u>94</u>	<u>21.572</u>
<u>95</u>	<u>23.010</u>	<u>95</u>	<u>16.957</u>	<u>95</u>	<u>23.010</u>
<u>96</u>	<u>24.413</u>	<u>96</u>	<u>18.808</u>	<u>96</u>	<u>24.413</u>
<u>97</u>	<u>25.905</u>	<u>97</u>	<u>20.006</u>	<u>97</u>	<u>25.905</u>
<u>98</u>	<u>27.496</u>	<u>98</u>	<u>20.649</u>	<u>98</u>	<u>27.496</u>
<u>99</u>	<u>29.193</u>	<u>99</u>	<u>21.998</u>	<u>99</u>	<u>29.193</u>

**Maximum Cost of Insurance Rates**  
**2001 CSO Mortality Table**

<u>MALE</u>		<u>FEMALE</u>		<u>UNISEX</u>	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
<u>100</u>	<u>30.813</u>	<u>100</u>	<u>23.752</u>	<u>100</u>	<u>30.813</u>
<u>101</u>	<u>32.247</u>	<u>101</u>	<u>25.658</u>	<u>101</u>	<u>32.247</u>
<u>102</u>	<u>33.771</u>	<u>102</u>	<u>27.755</u>	<u>102</u>	<u>33.771</u>
<u>103</u>	<u>35.392</u>	<u>103</u>	<u>30.059</u>	<u>103</u>	<u>35.392</u>
<u>104</u>	<u>37.113</u>	<u>104</u>	<u>32.572</u>	<u>104</u>	<u>37.113</u>
<u>105</u>	<u>38.941</u>	<u>105</u>	<u>35.227</u>	<u>105</u>	<u>38.941</u>
<u>106</u>	<u>40.881</u>	<u>106</u>	<u>37.944</u>	<u>106</u>	<u>40.881</u>
<u>107</u>	<u>42.940</u>	<u>107</u>	<u>40.707</u>	<u>107</u>	<u>42.940</u>
<u>108</u>	<u>45.124</u>	<u>108</u>	<u>43.517</u>	<u>108</u>	<u>45.124</u>
<u>109</u>	<u>47.439</u>	<u>109</u>	<u>46.420</u>	<u>109</u>	<u>47.439</u>
<u>110</u>	<u>49.892</u>	<u>110</u>	<u>49.330</u>	<u>110</u>	<u>49.892</u>
<u>111</u>	<u>52.490</u>	<u>111</u>	<u>52.135</u>	<u>111</u>	<u>52.490</u>
<u>112</u>	<u>55.239</u>	<u>112</u>	<u>54.814</u>	<u>112</u>	<u>55.239</u>
<u>113</u>	<u>58.148</u>	<u>113</u>	<u>57.566</u>	<u>113</u>	<u>58.148</u>
<u>114</u>	<u>61.223</u>	<u>114</u>	<u>61.005</u>	<u>114</u>	<u>61.223</u>
<u>115</u>	<u>64.472</u>	<u>115</u>	<u>64.279</u>	<u>115</u>	<u>64.472</u>
<u>116</u>	<u>67.898</u>	<u>116</u>	<u>67.697</u>	<u>116</u>	<u>67.898</u>
<u>117</u>	<u>71.513</u>	<u>117</u>	<u>71.325</u>	<u>117</u>	<u>71.513</u>
<u>118</u>	<u>75.318</u>	<u>118</u>	<u>74.715</u>	<u>118</u>	<u>75.318</u>
<u>119</u>	<u>79.306</u>	<u>119</u>	<u>78.255</u>	<u>119</u>	<u>79.306</u>
<u>120</u>	<u>83.333</u>	<u>120</u>	<u>83.333</u>	<u>120</u>	<u>83.333</u>

**Table of Attained Age Factors**

**Mortality: 2001 Commissioners Standard Ordinary ("CSO") Mortality Table**

**Interest: 1st Year 7%; 4% Thereafter**

<b><u>Covered Person's Attained Age Last Birthday</u></b>	<b><u>MALE</u></b>	<b><u>FEMALE</u></b>	<b><u>UNISEX</u></b>
<u>15</u>	<u>9.37008</u>	<u>11.06977</u>	<u>9.37008</u>
<u>16</u>	<u>9.05703</u>	<u>10.68072</u>	<u>9.05703</u>
<u>17</u>	<u>8.76080</u>	<u>10.30684</u>	<u>8.76080</u>
<u>18</u>	<u>8.47934</u>	<u>9.94640</u>	<u>8.47934</u>
<u>19</u>	<u>8.20850</u>	<u>9.59968</u>	<u>8.20850</u>
<u>20</u>	<u>7.94600</u>	<u>9.26522</u>	<u>7.94600</u>
<u>21</u>	<u>7.69102</u>	<u>8.94179</u>	<u>7.69102</u>
<u>22</u>	<u>7.44287</u>	<u>8.62971</u>	<u>7.44287</u>
<u>23</u>	<u>7.20143</u>	<u>8.32791</u>	<u>7.20143</u>
<u>24</u>	<u>6.96700</u>	<u>8.03606</u>	<u>6.96700</u>
<u>25</u>	<u>6.73938</u>	<u>7.75436</u>	<u>6.73938</u>
<u>26</u>	<u>6.51875</u>	<u>7.48243</u>	<u>6.51875</u>
<u>27</u>	<u>6.30556</u>	<u>7.22033</u>	<u>6.30556</u>
<u>28</u>	<u>6.09886</u>	<u>6.96764</u>	<u>6.09886</u>
<u>29</u>	<u>5.89728</u>	<u>6.72394</u>	<u>5.89728</u>
<u>30</u>	<u>5.70082</u>	<u>6.48886</u>	<u>5.70082</u>
<u>31</u>	<u>5.50946</u>	<u>6.26202</u>	<u>5.50946</u>
<u>32</u>	<u>5.32317</u>	<u>6.04371</u>	<u>5.32317</u>
<u>33</u>	<u>5.14235</u>	<u>5.83320</u>	<u>5.14235</u>
<u>34</u>	<u>4.96708</u>	<u>5.63067</u>	<u>4.96708</u>
<u>35</u>	<u>4.79738</u>	<u>5.43595</u>	<u>4.79738</u>
<u>36</u>	<u>4.63342</u>	<u>5.24883</u>	<u>4.63342</u>
<u>37</u>	<u>4.47526</u>	<u>5.06868</u>	<u>4.47526</u>
<u>38</u>	<u>4.32277</u>	<u>4.89513</u>	<u>4.32277</u>
<u>39</u>	<u>4.17594</u>	<u>4.72767</u>	<u>4.17594</u>
<u>40</u>	<u>4.03446</u>	<u>4.56603</u>	<u>4.03446</u>
<u>41</u>	<u>3.89839</u>	<u>4.41024</u>	<u>3.89839</u>
<u>42</u>	<u>3.76760</u>	<u>4.26015</u>	<u>3.76760</u>
<u>43</u>	<u>3.64205</u>	<u>4.11559</u>	<u>3.64205</u>
<u>44</u>	<u>3.52175</u>	<u>3.97649</u>	<u>3.52175</u>
<u>45</u>	<u>3.40656</u>	<u>3.84275</u>	<u>3.40656</u>
<u>46</u>	<u>3.29609</u>	<u>3.71436</u>	<u>3.29609</u>
<u>47</u>	<u>3.19007</u>	<u>3.59122</u>	<u>3.19007</u>
<u>48</u>	<u>3.08791</u>	<u>3.47315</u>	<u>3.08791</u>
<u>49</u>	<u>2.98907</u>	<u>3.36009</u>	<u>2.98907</u>
<u>50</u>	<u>2.89364</u>	<u>3.25187</u>	<u>2.89364</u>
<u>51</u>	<u>2.80166</u>	<u>3.14826</u>	<u>2.80166</u>
<u>52</u>	<u>2.71327</u>	<u>3.04918</u>	<u>2.71327</u>
<u>53</u>	<u>2.62858</u>	<u>2.95444</u>	<u>2.62858</u>
<u>54</u>	<u>2.54753</u>	<u>2.86382</u>	<u>2.54753</u>
<u>55</u>	<u>2.47020</u>	<u>2.77710</u>	<u>2.47020</u>

**Table of Attained Age Factors**

**Mortality: 2001 CSO Mortality Table - Interest: 1st Year 7%; 4% Thereafter**

<u>Covered Person's Attained Age Last Birthday</u>	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
<u>56</u>	<u>2.39646</u>	<u>2.69417</u>	<u>2.39646</u>
<u>57</u>	<u>2.32611</u>	<u>2.61489</u>	<u>2.32611</u>
<u>58</u>	<u>2.25865</u>	<u>2.53905</u>	<u>2.25865</u>
<u>59</u>	<u>2.19377</u>	<u>2.46638</u>	<u>2.19377</u>
<u>60</u>	<u>2.13148</u>	<u>2.39662</u>	<u>2.13148</u>
<u>61</u>	<u>2.07192</u>	<u>2.32958</u>	<u>2.07192</u>
<u>62</u>	<u>2.01523</u>	<u>2.26515</u>	<u>2.01523</u>
<u>63</u>	<u>1.96143</u>	<u>2.20318</u>	<u>1.96143</u>
<u>64</u>	<u>1.91034</u>	<u>2.14356</u>	<u>1.91034</u>
<u>65</u>	<u>1.86174</u>	<u>2.08619</u>	<u>1.86174</u>
<u>66</u>	<u>1.81537</u>	<u>2.03100</u>	<u>1.81537</u>
<u>67</u>	<u>1.77094</u>	<u>1.97791</u>	<u>1.77094</u>
<u>68</u>	<u>1.72827</u>	<u>1.92687</u>	<u>1.72827</u>
<u>69</u>	<u>1.68719</u>	<u>1.87781</u>	<u>1.68719</u>
<u>70</u>	<u>1.64764</u>	<u>1.83069</u>	<u>1.64764</u>
<u>71</u>	<u>1.60966</u>	<u>1.78550</u>	<u>1.60966</u>
<u>72</u>	<u>1.57345</u>	<u>1.74224</u>	<u>1.57345</u>
<u>73</u>	<u>1.53910</u>	<u>1.70082</u>	<u>1.53910</u>
<u>74</u>	<u>1.50640</u>	<u>1.66117</u>	<u>1.50640</u>
<u>75</u>	<u>1.47520</u>	<u>1.62321</u>	<u>1.47520</u>
<u>76</u>	<u>1.44542</u>	<u>1.58688</u>	<u>1.44542</u>
<u>77</u>	<u>1.41706</u>	<u>1.55207</u>	<u>1.41706</u>
<u>78</u>	<u>1.39018</u>	<u>1.51874</u>	<u>1.39018</u>
<u>79</u>	<u>1.36488</u>	<u>1.48680</u>	<u>1.36488</u>
<u>80</u>	<u>1.34113</u>	<u>1.45617</u>	<u>1.34113</u>
<u>81</u>	<u>1.31891</u>	<u>1.42708</u>	<u>1.31891</u>
<u>82</u>	<u>1.29813</u>	<u>1.39981</u>	<u>1.29813</u>
<u>83</u>	<u>1.27859</u>	<u>1.37414</u>	<u>1.27859</u>
<u>84</u>	<u>1.26022</u>	<u>1.34986</u>	<u>1.26022</u>
<u>85</u>	<u>1.24302</u>	<u>1.32693</u>	<u>1.24302</u>
<u>86</u>	<u>1.22702</u>	<u>1.30500</u>	<u>1.22702</u>
<u>87</u>	<u>1.21222</u>	<u>1.28419</u>	<u>1.21222</u>
<u>88</u>	<u>1.19856</u>	<u>1.26487</u>	<u>1.19856</u>
<u>89</u>	<u>1.18598</u>	<u>1.24684</u>	<u>1.18598</u>
<u>90</u>	<u>1.17436</u>	<u>1.22976</u>	<u>1.17436</u>
<u>91</u>	<u>1.16342</u>	<u>1.21238</u>	<u>1.16342</u>
<u>92</u>	<u>1.15279</u>	<u>1.19415</u>	<u>1.15279</u>
<u>93</u>	<u>1.14226</u>	<u>1.17576</u>	<u>1.14226</u>
<u>94</u>	<u>1.13152</u>	<u>1.15750</u>	<u>1.13152</u>
<u>95</u>	<u>1.12018</u>	<u>1.13943</u>	<u>1.12018</u>
<u>96</u>	<u>1.10739</u>	<u>1.12092</u>	<u>1.10739</u>
<u>97</u>	<u>1.09184</u>	<u>1.10078</u>	<u>1.09184</u>
<u>98</u>	<u>1.07166</u>	<u>1.07644</u>	<u>1.07166</u>
<u>99</u>	<u>1.03421</u>	<u>1.03421</u>	<u>1.03421</u>

### Attained Age Factors

Mortality: 2001 CSO Mortality Table - Interest: 1st Year 7%; 4% Thereafter

<u>Covered Person's Attained Age Last Birthday</u>	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
<u>100</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>101</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>102</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>103</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>104</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>105</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>106</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>107</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>108</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>109</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>110</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>111</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>112</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>113</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>114</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>115</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>116</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>117</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>118</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>119</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>120</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>



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

## PruBenefit Select<sup>SM</sup>

### Group Flexible Premium Variable Universal Life Insurance Contract

Application For Group Contract No. G-#####

Applicant: SPECIFY PARTY

Address: SPECIFY PLACE

The undersigned hereby applies for the Coverage to be provided by Prudential under the Group Contract referenced above. The Contract Holder will provide a census to Prudential on or before the Contract Date. Capitalized terms used in this Application are as defined in the Group Contract. The Death Benefit may be fixed or variable. A fixed Death Benefit may become variable if necessary to meet the definition of life insurance under the Internal Revenue Code. See Variable Universal Life Insurance Coverage, Schedule of Charges and General Rules in the Group Contract. The Cash Values under the Group Contract may increase or decrease in accordance with the experience of the Variable Investment Options and the amount of interest, if any, credited to the Fixed Interest Rate Option.

The Contract Holder certifies to Prudential that:

- (1) the Contract Holder has completed an On-line Document Center user data collection form  
 Yes  No;
- (2) the Contract Holder consents to accept e-delivery of all documents relating to the Group Contract and Application, including any reports  
 Yes  No;
- (3) the Contract Holder will use any proceeds or values under the Group Contract to finance employee benefit costs;
- (4) the Contract Holder is in compliance with the requirements of the Pension Protection Act of 2006 as those requirements relate to the treatment of employer-owned life insurance contracts under Section 101(j) of the Code (Internal Revenue Code of 1986, as amended) and returns and records with respect to employer-owned life insurance contracts under Code Section 6039I and acknowledges that Prudential shall have no obligation with respect to the Contract Holder's compliance with such Code Sections;

- (5) the Contract Holder has sufficient knowledge and experience in financial and business matters so that it is capable of evaluating the merits and risks associated with an investment in variable insurance products; has exercised its independent judgment in choosing to invest in the Group Contract by independently assessing the opportunities and risks presented by the investment, relevant market factors and other relevant investment consideration; believes that the Group Contract will meet its insurance needs, investment objectives, risk tolerance and time horizon; understands that there is no guarantee with respect to investment performance of the Variable Investment Options and that additional premium may be needed to maintain the coverage in force; understands that the premiums contributed to the Group Contract are invested in one or more Separate Accounts, the assets of which are to be invested as described in the Group Contract, which it agrees to, and that the Group Contract cash values and Death Benefits will fluctuate based upon that investment performance; understands that any illustrations provided to the Contract Holder are based on a set of hypothetical assumptions and that the actual performance will vary;
- (6) the Contract Holder has received a current prospectus for the Group Contract; and

All Underwriting Information Forms completed by Employees covered under the Group Contract are attached to, and become a part of, this Application.

The Group Contract is approved and its terms are hereby accepted.

**WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.**

\_\_\_\_\_  
CONTRACT HOLDER NAME  
(Full or Corporate Name of Applicant)

Dated at: PLACE

By: JOHN DOE  
(Name:  
Title:)

On: DATE

Witness: JANE DOE  
(To be signed by Resident  
Agent where required by law)



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

# PruBenefit Select<sup>SM</sup>

## Group Flexible Premium Variable Universal Life Insurance Contract

Application For Group Contract No. G-#####

Applicant: SPECIFY PARTY

Address: SPECIFY PLACE

The undersigned hereby applies for the Coverage to be provided by Prudential under the Group Contract referenced above. The Contract Holder will provide a census to Prudential on or before the Contract Date. Capitalized terms used in this Application are as defined in the Group Contract. The Death Benefit may be fixed or variable. A fixed Death Benefit may become variable if necessary to meet the definition of life insurance under the Internal Revenue Code. See Variable Universal Life Insurance Coverage, Schedule of Charges and General Rules in the Group Contract. The Cash Values under the Group Contract may increase or decrease in accordance with the experience of the Variable Investment Options and the amount of interest, if any, credited to the Fixed Interest Rate Option.

The Contract Holder certifies to Prudential that:

- (1) the Contract Holder has completed an On-line Document Center user data collection form  
 Yes  No;
- (2) the Contract Holder consents to accept e-delivery of all documents relating to the Group Contract and Application, including any reports  
 Yes  No;
- (3) the Contract Holder will use any proceeds or values under the Group Contract to finance employee benefit costs;
- (4) the Contract Holder is in compliance with the requirements of the Pension Protection Act of 2006 as those requirements relate to the treatment of employer-owned life insurance contracts under Section 101(j) of the Code (Internal Revenue Code of 1986, as amended) and returns and records with respect to employer-owned life insurance contracts under Code Section 6039I and acknowledges that Prudential shall have no obligation with respect to the Contract Holder's compliance with such Code Sections;

(5) the Contract Holder has sufficient knowledge and experience in financial and business matters so that it is capable of evaluating the merits and risks associated with an investment in variable insurance products; has exercised its independent judgment in choosing to invest in the Group Contract by independently assessing the opportunities and risks presented by the investment, relevant market factors and other relevant investment consideration; believes that the Group Contract will meet its insurance needs, investment objectives, risk tolerance and time horizon; understands that there is no guarantee with respect to investment performance of the Variable Investment Options and that additional premium may be needed to maintain the coverage in force; understands that the premiums contributed to the Group Contract are invested in one or more Separate Accounts, the assets of which are to be invested as described in the Group Contract, which it agrees to, and that the Group Contract cash values and Death Benefits will fluctuate based upon that investment performance; understands that any illustrations provided to the Contract Holder are based on a set of hypothetical assumptions and that the actual performance will vary;

(6) the Contract Holder has received a current prospectus for the Group Contract; and

All Underwriting Information Forms completed by Employees covered under the Group Contract are attached to, and become a part of, this Application.

The Group Contract is approved and its terms are hereby accepted.

**WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.**

\_\_\_\_\_  
CONTRACT HOLDER NAME  
(Full or Corporate Name of Applicant)

Dated at: PLACE

By: JOHN DOE  
(Name:  
Title:)

On: DATE

Witness: JANE DOE  
(To be signed by Resident  
Agent where required by law)



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

## PruBenefit Select<sup>SM</sup>

# Certificate of Coverage

This Certificate of Coverage is issued in connection with the purchase of a Corporate-Owned Life Insurance (COLI) Contract (the "Group Contract"). This Certificate of Coverage is issued by The Prudential Insurance Company of America ("Prudential"), the issuer of the Group Contract. If the Contract Holder assigns Coverage to the Covered Person, then this Certificate of Coverage is superseded by any Assignment Certificate issued in connection with that assignment. This Certificate of Coverage is governed by the laws of the State of Arkansas.

Employees receiving this Certificate of Coverage have consented in writing to being covered under the Group Contract. Employees may revoke their consent at any time by giving written notice to the Employer. Employees covered under the Group Contract do not pay premiums in connection with the Group Contract. All proceeds under the Group Contract will be used to finance employee benefit costs.

A Covered Person has no right under the Group Contract or a Coverage to:

- (1) the Coverage Fund,
- (2) name a beneficiary other than the Employer unless the Employer permits the Covered Person to name a Personal Beneficiary for a portion of the Death Benefit,
- (3) take a loan,
- (4) assign the coverage,
- (5) amend or modify a Coverage or the Group Contract,
- (6) coverage for dependents, and
- (7) direct the investment of amounts under the Group Contract.

### **CONVERSION PRIVILEGE.**

A Covered Person's Coverage does not cease upon termination of employment or retirement. The Group Contract does not provide coverage for dependents.

If the Group Contract terminates, every Covered Person insured thereunder at the date of termination whose insurance terminates, and who has been so insured under a Group Contract for at least five (5) years prior to the termination date, shall be entitled to have issued by Prudential, without evidence of insurability, an individual policy of life insurance without disability or other supplementary benefits reduced by any outstanding Coverage Debt with respect to the Covered Person's Coverage, provided application for the individual policy shall be made, and the

first premium paid to Prudential, within 31 days after termination of the Group Contract. The individual policy of life insurance shall, at the option of the Covered Person, be on any one of the forms then customarily issued by Prudential at the age and for the amount applied for, except that the Covered Person may not elect term insurance. The premium on the individual policy shall be at Prudential's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which the Covered Person then belongs, and to the individual age attained on the effective date of the individual policy. The amount of the individual policy shall not exceed the smaller of:

(1) the amount of the Covered Person's life insurance protection ceasing because of the termination of the Group Contract reduced by any outstanding Coverage Debt with respect to the Covered Person's Coverage, less the amount of any life insurance for which the Covered Person is or becomes eligible under a group policy issued or reinstated by the same or another insurer within 31 days after termination; or

(2) \$10,000.

If a Covered Person insured under the Group Contract dies during the period within which the individual would have been entitled to have an individual policy issued in accordance with this section and before the individual policy shall have become effective, the amount of life insurance which he or she would have been entitled to have issued under the individual policy shall be payable as a claim under the Group Contract, whether or not application for the individual policy or the payment of the first premium therefore had been made.

## **DEFINITIONS.**

**Assignment Certificate** –The document Prudential will issue to the Covered Person outlining the Covered Person's rights and responsibilities if the Contract Holder assigns Coverage to the Covered Person.

**Coverage** – An amount of group flexible premium variable universal life insurance for each Covered Person.

**Coverage Debt** - The principal amount of all outstanding loans plus any interest accrued thereon.

**Covered Person** – An Employee whose life is insured under the Group Contract.

**Death Benefit** - If a Coverage is not in default, this is the amount Prudential will pay upon the death of a Covered Person, less any Coverage Debt.

**Employee** - A person employed by the Employer. If permitted by applicable state law, the term Employee may also include a director of the Employer's board of directors.

**Employer** – An Employer under the Group Contract is the Contract Holder or if the Group Contract is owned by a trust, the trust grantor.

**Personal Beneficiary** – An individual, trust or any other legal entity designated by the Covered Person, prior to any assignment of Coverage to the Covered Person, who will receive a portion of the Death Benefit.



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

## PruBenefit Select<sup>SM</sup> Assignment Certificate

**Assignment Certificate Holder:** John Doe

**Assignment Certificate Number:** #####

This Assignment Certificate is issued in connection with an Assignment of Coverage (the "Assignment") under the group flexible premium variable universal life insurance contract (the "Group Contract") from the Contract Holder to a Covered Person or to a trust established by a Covered Person (the "Certificate Holder"). This Assignment Certificate is issued by The Prudential Insurance Company of America ("Prudential") to the Certificate Holder. This Assignment Certificate issued to the Certificate Holder supersedes the Certificate of Coverage issued to the Covered Person under the Group Contract.

Prudential will provide or pay the Death Benefit of the Coverage to the Certificate Holder's Beneficiary, subject to this Assignment Certificate's terms and conditions. The Death Benefit may be fixed or variable. The value of such Coverage will reflect the value of the insurance, including Cash Value, as of the effective date of the Assignment. After the Contract Holder assigns Coverage to a Covered Person, the Contract Holder has no rights with respect to the assigned Coverage. The Certificate Holder has no rights with respect to the Group Contract.

This Assignment Certificate describes the Certificate Holder's rights and responsibilities with respect to such Coverage. A Certificate Holder has all the rights of a Contract Holder with respect to his or her Coverage, except as set forth in this Assignment Certificate.

This Assignment Certificate is issued in connection with a Group Contract that is non-participating. This means that the Group Contract and this Assignment Certificate will not share in the profits or surplus earnings of Prudential. Prudential will pay no dividends on the profits or surplus.

Prudential will charge for benefits on a pooled, non-experience rated standard claimed basis. This Assignment Certificate is governed by the laws of the State of Arkansas.

**NOTICE: The amount and duration of the Death Benefit may be fixed or variable and the Cash Value may increase or decrease daily, depending on the payment of premium contributions, the investment experience of the Variable Investment Option(s), the amount of interest, if any, credited to the Fixed Interest Rate Option and the charges made. There is no guaranteed minimum Cash Value.**

**PLEASE REVIEW THIS ASSIGNMENT CERTIFICATE AND THE PROSPECTUS CAREFULLY:**  
PruBenefit Select is issued by Prudential. It is offered by prospectus only through Pruco Securities, LLC ("Prusec") or through broker-dealers that have selling agreements with Prusec. ^ [Prudential and Prusec are both located at 751 Broad Street, Newark, New Jersey 07102], and are Prudential Financial companies.

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# Schedule of Benefits

## GENERAL INFORMATION:

Contract Holder	<u>NAME OF EMPLOYER OR EMPLOYER TRUST</u>
Group Contract Number	<u>#####</u>
Effective Date of the Assignment:	<u>DATE.</u>
Coverage Effective Date:	<u>DATE.</u>
Minimum Coverage Amount (the sum of the Minimum Basic Insurance and the Minimum Target Insurance):	\$100,000
Type of Death Benefit:	[Type A (fixed) / Type B (variable) / Type C (return of premium)].
<sup>B</sup> [Interest rate for Type C Death Benefits	Rate between 0% and 8% in 1/2% increments.]
Net Amount at Risk Maximum at issue:	<sup>C</sup> [\$#]
Minimum Amount the Certificate Holder may Withdraw:	\$1,000(One Thousand Dollars) per withdrawal.
Minimum Amount the Certificate Holder may Borrow:	\$1,000 (One Thousand Dollars) per loan.
Minimum Subsequent Premium Contributions:	\$1,000 (One Thousand Dollars)

## BASIC INSURANCE AND COVERAGE LIMITATIONS:

Coverage Amount:	\$#
Minimum Basic Insurance:	\$5,000
Minimum Decrease in Basic Insurance:	\$5,000

## TARGET TERM INSURANCE AND COVERAGE LIMITATIONS:

Coverage Amount:	\$#.
Minimum Target Term Insurance:	\$5,000
Minimum Decrease in Target Term Insurance:	\$5,000

Attest: \_\_\_\_\_

# Schedule of Charges

The first table summarizes the maximum fees and expenses that the Certificate Holder will pay at the time he or she makes a premium payment, surrenders this Coverage or transfers amounts between Variable Investment Options.

Transaction Fees		
Charge	When Charge is Deducted	Maximum Amount Deductible
Premium Load <sup>1</sup>	Deducted from premium payments	<sup>D</sup> [8.50]% of each Target Premium and <sup>D</sup> [2.00]% of Excess Premium in Coverage Years 1 through 4  <sup>D</sup> [3.75]% of each Target Premium and <sup>D</sup> [2.00]% of Excess Premium in Coverage Years 5 through 9  <sup>D</sup> [3.75]% of any premium received in Coverage Years 10 and later
Surrender Charge	Deducted upon Surrender	\$0
Transfer Charge	Each transfer	<sup>E</sup> [\$25]

<sup>1</sup> The Premium Load includes an amount to cover the cost of commissions; advertising and the printing and distribution of prospectuses and sales literature; any federal, state or local income, premium, excise, business tax or any other type of charge, or component thereof, measured by or based upon the amount of premium received by Prudential.

The second table describes the maximum Coverage fees and expenses that the Certificate Holder will pay periodically during the time he or she owns this Coverage, not including the Funds' fees and expenses.

Periodic Contract Charges other than the Funds' Fees and Expenses		
Charge	When Charge is Deducted	Maximum Amount Deductible
Cost of Insurance ("COI") for the Basic Insurance	Monthly	\$83.333 per \$1,000 of Net Amount at Risk ("NAR")
COI for the Target Term Insurance	Monthly	\$ 83.333 per \$1,000 of Net Amount at Risk ("NAR")

<b>Mortality and Expense Risk Charge</b>	Monthly	<sup>F</sup> [0.04]% of assets in Variable Investment Options
<b>Net interest on loans <sup>1</sup></b>	Annually	1%
<b>Administrative Charge</b>	Monthly	<sup>G</sup> [\$10]

<sup>1</sup> The net interest on loans reflects the net difference between a standard loan with an effective annual interest charge of 5% and an effective annual interest credit equal to 4%. See **Loans**.

**CHARGES DEDUCTED FROM PREMIUM CONTRIBUTION PAYMENTS:**

**Premium Load:**

This charge is deducted to compensate Prudential for the costs of selling the Group Contract, including an amount to cover the cost of any: federal, state or local income, premium, excise, business tax or any other type of charge, or component thereof, measured by or based upon the amount of premium Prudential receives; commissions; advertising and the printing and distribution of prospectuses and sales literature. The Premium Load is deducted from each premium contribution.

For the first four (4) years of each Basic Insurance Coverage Segment, **Prudential may charge up to a maximum of <sup>D</sup>[8.50]% of premiums received each Coverage Year up to the Target Premium and <sup>D</sup>[2.00]% of Excess Premium. In Coverage Years five (5) through nine (9), Prudential may charge up to a maximum of <sup>D</sup>[3.75]% of premiums received each Coverage Year up to the Target Premium and <sup>D</sup>[2.00]% of Excess Premium. In Coverage Years 10 and later, Prudential may charge a maximum of <sup>D</sup>[3.75]% of any premiums received.** The Target Premium is a factor per \$1000 of Basic Insurance based on issue age and gender. Any premium received by Prudential in excess of the Target Premium in the same Coverage Year will be treated as Excess Premium. The total Premium Load equals the Premium Load on the Target Premium plus the Premium Load on Excess Premium, if any.

If there are two or more Basic Insurance Coverage Segments, the Target Premium is calculated separately for each segment. When premiums are paid, each premium payment is allocated to each Basic Insurance Coverage Segment based on the proportion of its Target Premium to the total of all Target Premiums currently in effect. The Target Premium for each Coverage Segment will vary by the Covered Person's gender and issue age on the Coverage Segment's effective date.

**CHARGES DEDUCTED FROM THE COVERAGE FUNDS:**

**Cost of Insurance:**

Prudential deducts a monthly COI charge proportionately from the dollar amounts held in each of the chosen Variable Investment Options and the Fixed Interest Rate Option. The purpose of this charge is to provide insurance coverage.

On each Monthly Date, Prudential will deduct a charge for the COI from the Coverage Fund. Prudential will compute the COI for both the Basic Insurance and any Target Term Insurance. The COI is based on the same mortality table as was applied to the Coverage prior to the assignment. The maximum COI charge will be based on:

- (1) the 1980 Commissioners Standard Ordinary (Sex-distinct, Ultimate, Composite) on an Age Last Birthday (ALB) basis ("1980 CSO") Mortality Tables if the Coverage was issued prior to January 1, 2009, or the 2001 Commissioners Standard Ordinary (Sex-distinct, Ultimate, Composite) on

an Age Last Birthday (ALB) basis ("2001 CSO") Mortality Tables if the Coverage was issued on or after January 1, 2009;

- (2) the Extra Rating Class, if any, of the Certificate Holder; and
- (3) the Attained Age and gender of the Certificate Holder.

Prudential will determine annually the COI rate for each currently effective Coverage (Basic Insurance Coverage and Target Term Insurance, if any) shown in the Benefit Summary Report, subject to the maximum COI charge. The maximum COI charge will be based on: the 1980 CSO Mortality Table or the 2001 CSO Mortality Table as described above. If there is only one Coverage Segment currently in effect, **Prudential will multiply the rate by the Net Amount at Risk divided by 1.0032737 to compute the maximum charge for the COI.**

If there are two or more Coverage Segments (in any combination of Basic Insurance and Target Term Insurance) currently in effect, Prudential will first allocate the total Net Amount at Risk to each Coverage Segment based on the proportion of the Coverage Segment to the total of all Coverage Segments currently in effect. Prudential will multiply the rate(s) by the allocated Net Amount at Risk for each Coverage Segment divided by 1.0032737 and add the results to determine the total maximum charge for the COI.

Non-smoker rates may provide more favorable cost of insurance rates than smokers. Prudential charges a higher cost of insurance rate and/or an extra amount if an additional mortality risk is involved.

The Certificate Holder may qualify for a change in rating after the first Coverage Anniversary if the Certificate Holder becomes a non-smoker, if in Prudential's sole discretion, it determines that the Certificate Holder is eligible for a change to his or her smoking status based upon Prudential's general underwriting guidelines in effect at the time of the request. To request the change in rating, the Certificate Holder must submit the request in writing, on a form acceptable to Prudential. If Prudential asks the Certificate Holder to do so, the Certificate Holder must send Prudential the Assignment Certificate and the Benefit Summary Report to be endorsed.

Any evidence of insurability that the Certificate Holder must provide in connection with the change in rating described immediately above shall be attached to and made a part of this Assignment Certificate and the Group Contract. Prudential may contest a claim based upon the Certificate Holder's evidence of insurability provided in connection with the request. Prudential may contest this Assignment Certificate for no more than an additional two (2) years following the date of the change in rating, but only with regard to the amount of insurance attributable to the reduction in premium.

### **Mortality and Expense Risk Charge:**

This charge is intended to compensate Prudential for assuming mortality and expense risks under this Coverage. The mortality risk Prudential assumes is that the Certificate Holder may live for shorter periods of time than Prudential estimated when mortality charges were determined. The expense risk Prudential assumes is that expenses incurred in issuing and administering this Coverage will be greater than Prudential estimated in fixing Prudential's administrative charges. This charge is not assessed against amounts allocated to the Fixed Interest Rate Option.

**Each month Prudential deducts proportionately from the dollar amounts held in each of the chosen Variable Investment Options a charge based on the assets of the Variable Investment Options up to a maximum of <sup>F</sup>[0.04]% on the assets of the Variable Investment Options. Prudential will reassess this charge annually, subject to the maximum mortality and expense risk charge.**

**Administrative Charge:**

This charge is intended to compensate Prudential for processing claims, keeping records, communicating with Certificate Holder and similar activities.

**Prudential deducts a monthly administrative charge of up to a maximum of <sup>G</sup>[\$10], proportionately from the dollar amounts held in each of the chosen Variable Investment Options and/or the Fixed Interest Rate Option.**

**Transfer Charge:**

**Prudential may impose a transfer charge of up to a maximum of <sup>F</sup>[\$25] for each transfer. Prudential deducts the charge proportionately from the dollar amounts held in each of the chosen Variable Investment Options and/or the Fixed Interest Rate Option.**

**FUND CHARGES:**

The Funds pay certain fees and expenses as described in the prospectuses for the Funds. Some of those fees and expenses may be paid to Prudential and its affiliates. Funds may change their fees and expenses. See the current prospectuses for the Funds.

# Variable Universal Life Insurance Coverage

This insurance provides coverage only on the life of a Certificate Holder.

## A. DEATH BENEFIT.

If a person dies while a Certificate Holder, a Death Benefit is payable to the Beneficiary provided Prudential receives proof of death acceptable to Prudential.

If the Coverage is not in default, the amount Prudential will pay will be the Death Benefit determined as of the date of the death of the Certificate Holder, reduced by any Coverage Debt, including any existing Contract Debt with respect to the Certificate Holder's Coverage incurred by the Contract Holder prior to the Assignment.

If the Coverage is in default, and the death of the Certificate Holder occurs during the grace period, Prudential will pay the Death Benefit, reduced by any Coverage Debt and by the amount needed to pay charges through the date of death.

If a Certificate Holder dies past the grace period, Prudential will not pay a Death Benefit.

**Death Benefit Payment:** Generally, Prudential will pay the Death Benefit to the Beneficiary within seven (7) days after Prudential receives proof of death acceptable to Prudential. However, Prudential may delay payment of proceeds from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

The Beneficiary shall submit to Prudential proof of a Certificate Holder's death. Proof of a Certificate Holder's death means an original death certificate with a raised seal, or a photocopy of the death certificate initialed to indicate that the party submitting the claim has viewed the original.

**Interest on Death Benefit:** Any Death Benefit payment described above will be credited with interest in accordance with applicable laws.

**Death Benefit Types:** The Group Contract offers three types of Death Benefit applicable to a Coverage: A, B, and C. At the time Prudential issued the Group Contract, the Contract Holder selected the type of Death Benefit applicable to each Coverage. The Death Benefit type is shown in this Assignment Certificate's Schedule of Benefits. The Certificate Holder may change the Contract Holder's initial Death Benefit type selection subject to the restrictions set forth below. The Attained Age Factors are shown in the Table of Attained Age Factors attached to this Assignment Certificate. For the purposes of computing the Death Benefit, if the Coverage Fund is less than zero, Prudential will consider it to be zero.

For all Death Benefit types, when a Covered Person attains age <sup>K</sup>[100-121], the Coverage's Death Benefit will equal the Cash Value, less any Coverage Debt outstanding and any past due monthly charges for such Coverage. See **Attainment of Age <sup>K</sup>[100-121]**.

**Type A (fixed):** The Death Benefit on any date is equal to the greater of: (1) the Coverage Amount (as shown in the Schedule of Benefits); or (2) the Coverage Fund before deduction of any monthly charges due on that date, multiplied by the applicable Attained Age Factor.

**Type B (variable):** The Death Benefit on any date is equal to the greater of: (1) the Coverage Amount (as shown in the Schedule of Benefits) plus the Coverage Fund before deduction of any monthly charges due on that date; or (2) the Coverage Fund before deduction of any monthly charges due on that date, multiplied by the applicable Attained Age Factor.

**Type C (return of premium):** The Death Benefit on any date is equal to the greater of: (1) the Coverage Amount (as shown in the Schedule of Benefits) plus the total premium contributions paid for such Coverage minus total withdrawals from the Coverage Fund both accumulated with interest at the rate(s) shown in the Benefit Summary Report; or (2) the Coverage Fund before deduction of any monthly charges due on that date, multiplied by the applicable Attained Age Factor. Premiums paid in connection with a reinstatement are not used in the calculation to determine the Type C (return of premium) Death Benefit.

For all death benefit types to determine the Death Benefit, Prudential may use the greater amount under (2) above to ensure that the Coverage complies with the Internal Revenue Code's definition of life insurance.

**Changing the Type C (return of premium) Death Benefit Interest Rate:** The Certificate Holder may not change the Type C (return of premium) Death Benefit Interest Rate. The interest rate applicable to the Type C (return of premium) Death Benefit is shown in the Schedule of Benefits.

**Changing the Type of Death Benefit:** Subject to the restrictions set forth below, the Certificate Holder may change the type of Death Benefit any time after Coverage has been assigned and subject to Prudential's approval. Prudential will increase or decrease the Coverage Amount so that the Death Benefit immediately after the change, generally, matches the Death Benefit immediately before the change. The Basic Insurance after a change may not be lower than the Minimum Basic Insurance. In addition, the sum of the Basic Insurance and the Target Term Insurance must equal or exceed the Minimum Coverage Amount stated in the Schedule of Benefits.

**From a Type A (fixed) Death Benefit:** After issue or after the Contract Holder has assigned Coverage to a Certificate Holder, the Certificate Holder may not change from a Type A (fixed) Death Benefit to a Type B (variable) Death Benefit or Type C (return of premium) Death Benefit.

**From a Type B (variable) Death Benefit:** If the Certificate Holder is changing from a Type B (variable) to a Type A (fixed) Death Benefit, Prudential will increase the Coverage Amount by the amount in the Coverage Fund on the date the change takes effect.

If the Contract Holder chooses a Type B (variable) Death Benefit at issue, the Certificate Holder will NOT be able to change to a Type C (return of premium) Death Benefit.

**From a Type C (return of premium) Death Benefit:** If the Certificate Holder changes the Death Benefit type from a Type C (return of premium) to a Type A (fixed) Death Benefit, Prudential will change the Coverage Amount. Prudential will add to the Coverage Amount the total premiums minus total withdrawals both, credited with interest at the rate(s) chosen by the Contract Holder to apply to all Type C (return of premium) Death Benefits under the Group Contract on the date the change takes effect.

If the Contract Holder chooses a Type C (return of premium) Death Benefit at issue, the Certificate Holder will NOT be able to change to a Type B (variable) Death Benefit.

To request a change, the Certificate Holder must fill out an application for change, which can be obtained from the Employer or the Service Office. Prudential may require the Certificate Holder to send it this Assignment Certificate before making the change. If Prudential approves the change, Prudential will recompute the Coverage's charges and appropriate tables and send the Certificate Holder a new Assignment Certificate. There may be circumstances under which a change in the Death Benefit type may cause the Coverage to be classified as a Modified Endowment Contract. See **Modified Endowment Contracts**.

**Attainment of Age <sup>K</sup>[100-121]:** For all Death Benefit types, when a Certificate Holder attains age <sup>K</sup>[100-121], the Coverage's Death Benefit will equal the Cash Value, less any Coverage Debt outstanding and any past due monthly charges. For such Coverage, Prudential will then no longer deduct monthly charges for the Cost of Insurance for Basic Insurance and Target Term Insurance, if any, nor accept any contributions.

Prudential will continue to collect the monthly Mortality and Expense Risk Charge and Administrative Charge.

**Target Term Insurance:** This Coverage may provide Target Term Insurance which may be payable on the death of a Certificate Holder. Any such benefit will be payable only if the Coverage is not in default past the grace period at the time of the death.

The Target Term Insurance provides a flexible term insurance benefit to Attained Age 100 of a Certificate Holder. At issue the Contract Holder specifies the amount of Target Term Insurance the Contract Holder desires with respect to the Certificate Holder. That amount will be shown in the Benefit Summary Report. The sum of the Basic Insurance and the Target Term Insurance equals the Coverage Amount.

The value of the Target Term Insurance fluctuates as the value of the Basic Insurance changes under certain circumstances. If the Coverage Fund has grown to the point where the Basic Insurance begins to vary as required by the Internal Revenue Code's definition of life insurance, the Target Term Insurance will decrease (or increase) dollar for dollar as the Basic Insurance increases (or decreases). It is possible for the Coverage Fund and, consequently, the Basic Insurance, to grow to the point where the Target Term Insurance is reduced to zero. If the Coverage provides for a Type A (fixed) Death Benefit and the Certificate Holder takes a withdrawal from the Coverage Fund of such Coverage, Prudential may reduce the Basic Insurance and the Target Term Insurance proportionately if the Death Benefit was previously increased to meet the definition of life insurance.

**Increases in Basic Insurance and/or Target Term Insurance:** The Certificate Holder may not request an increase the Basic Insurance and/or the Target Term Insurance.

**Scheduled Increases in Basic Insurance and/or Target Term Insurance:** Prior to the Assignment, the Contract Holder may have requested scheduled increases on designated Coverage Anniversaries for the Target Term Insurance only; or if the Coverage at issue included Basic Insurance and Target Term Insurance, so long as the scheduled increase proportionately increased the Basic Insurance and Target Term Insurance. At the Certificate Holder's discretion, the scheduled increases may remain in effect. The Certificate Holder may not request changes to scheduled increases other than termination of the scheduled increases.

**Decreases in Basic Insurance and/or Target Term Insurance:** The Certificate Holder may request a decrease the Basic Insurance and/or the Target Term Insurance without withdrawing any Cash Value. A decrease in the Basic Insurance and/or Target Term Insurance will reduce the Coverage Amount and the monthly deductions for the cost of insurance.

The following conditions must be met:

- (1) the Certificate Holder must ask for the change in a form that meets Prudential's needs;
- (2) the amount of the decrease must be at least equal to the minimum decrease in the Basic Insurance and/or the Target Term Insurance shown in the Schedule of Benefits;
- (3) the Basic Insurance and/or the Target Term Insurance after the decrease must be at least equal to the Minimum Basic Insurance and /or the Target Term Insurance shown in the Schedule of Benefits; and
- (4) if Prudential asks the Certificate Holder to do so, the Certificate Holder must send Prudential this Assignment Certificate.

If Prudential approves the decrease, Prudential will send the Certificate Holder a new Assignment Certificate showing the amount and effective date of the change.

For a Coverage with more than one Coverage Segment, a decrease in Basic Insurance and/or the Target Term Insurance will reduce each Coverage Segment on a last in first out basis.

Prudential may decline a request to decrease the Basic Insurance and/or the Target Term Insurance for any Coverage if Prudential determines it would cause the Coverage to fail to qualify as "life insurance" for purposes of Section 7702 of the Internal Revenue Code.

If the Basic Insurance and/or the Target Term Insurance is decreased, there is a possibility that the Coverage will be classified as a Modified Endowment Contract. See **Modified Endowment Contracts**.

## **B. BENEFICIARY.**

When the Contract Holder assigns Coverage to the Certificate Holder, the Certificate Holder's designation of the Contract Holder as Beneficiary is automatically revoked. The Certificate Holder must designate a new Beneficiary for the Coverage by giving written notice to Prudential on a form acceptable to Prudential. If the Certificate Holder designated a Personal Beneficiary, then upon the assignment, the Personal Beneficiary automatically becomes the Beneficiary for the entire Death Benefit. If the Certificate Holder does not designate a Beneficiary at the time Coverage is assigned and does not have a Personal Beneficiary, then the Certificate Holder's estate is the Beneficiary.

The Certificate Holder may change his or her Personal Beneficiary designation by giving written notice to Prudential on a form acceptable to Prudential. The Certificate Holder's Personal Beneficiary is shown in the Benefit Summary Report.

Prudential reserves the right to decide what proof of identity, age or other facts about any persons designated as Personal Beneficiaries it may require before it makes a payment to a Personal Beneficiary.

## **C. PREMIUM PAYMENT AND PREMIUM ALLOCATION.**

Subject to the limitations below, additional premium contributions may be paid at any time as long as the Coverage is not in default beyond the grace period. Subsequent premium payments are subject to a minimum payment. See **Schedule of Benefits**. Such subsequent premium payment will be reduced for the Premium Load as described in the Schedule of Charges. The balance is the Net Premium which is then allocated to the Coverage Fund on the payment date. See **Premium Allocation**.

Premium contributions must be paid in accordance with the General Rules. Prudential will provide a signed receipt upon request.

Prudential may refuse to accept a premium payment:

- (1) that would, in the opinion of Prudential, cause a Coverage to fail to qualify as life insurance under applicable tax law;
- (2) that increases the Death Benefit by more than it increases the Coverage Fund; and
- (3) if the NAR exceeds the Net Amount at Risk Maximum at issue stated in the Schedule of Benefits. Prudential will only accept any premium payment necessary to keep the Coverage in force.

Furthermore, there are circumstances under which the payment of premiums in amounts that are too large may cause the Coverage to be characterized as a Modified Endowment Contract. See **Modified Endowment Contracts**. If a premium payment would cause the Coverage to be characterized as a Modified Endowment Contract, Prudential will send the Certificate Holder a letter to advise the Certificate Holder of the Certificate Holder's options. Generally, the Certificate Holder has 60 days from when Prudential received the premium payment to remove the excess premiums and any accrued interest. If the Certificate Holder chooses not to remove the excess premium and accrued interest, the Coverage will become permanently characterized as a Modified Endowment Contract.

**Modified Endowment Contracts:** Section 7702A of the Internal Revenue Code defines Modified Endowment Contracts as those life insurance contracts issued or materially changed on or after June 21, 1988 on which the total premium paid during the first seven (7) years exceed the amount that would have been paid if the contract provided for paid up benefits after seven (7) level annual premiums. Under certain conditions, a contract may become a modified endowment contract, or may become subject to a new seven (7) year testing period as a result of a "material change" or a "reduction in benefits" as defined by Section 7702A(c) of the Internal Revenue Code.

A Coverage could be classified as a Modified Endowment Contract if premiums in amounts that are too large are paid or a decrease in the Coverage Amount is made during a seven (7) year testing period. The addition of an increase in the Coverage Amount may also cause a Coverage to be classified as a Modified Endowment Contract if a significant premium is paid in conjunction with an increase.

Under current tax law, if a Coverage is classified as a Modified Endowment Contract, then amounts the Contract Holder receives under a Coverage before the Certificate Holder's death, including loans and withdrawals, are included in income to the extent that the Coverage Fund exceeds the premiums paid for such Coverage increased by the amount of any loans previously included in income and reduced by any untaxed amounts previously received other than the amount of any loans excludible from income. An assignment of a Modified Endowment Contract is taxable in the same way. These rules also apply to pre-death distributions, including loans and assignments, made during the two-year period before the time that a Coverage became a Modified Endowment Contract.

**Premium Allocation:** The Net Premium will be allotted to one or more of the Variable Investment Options and/or the Fixed Rate Interest Option shown in the List of Investment Options. The allotment for each Investment Option will be made as instructed by the Certificate Holder, on a form acceptable to Prudential, as of the end of the Valuation Period in which it is received in Good Order. The total allocation to all selected investment options must equal 100%.

The Certificate Holder may change the allocation for future Net Premium contributions at any time if the Coverage is not in default. To change the allocations, the Certificate Holder must notify Prudential in a form approved by Prudential. The change will take effect on the date Prudential receives notice from the Certificate Holder. Prudential will send the Certificate Holder a confirmation of the transaction.

**Default Allocation:** Prudential will allocate premiums immediately to the money market variable investment option if a premium contribution or transfer request would exceed a limit applicable to any variable investment option, or the underlying Fund is unable to accept the allocation for any reason. The Certificate Holder may reallocate from the money market variable investment option by providing new allocation instructions acceptable to Prudential.

#### **D. COVERAGE FUND.**

After the Coverage Effective Date, the Coverage Fund is equal to what it was on the prior day *plus* these items:

- (1) any Net Premiums credited that day;
- (2) any increase in the market value of the assets held in the Variable Investment Options to which Net Premiums have been allocated;
- (3) any interest credited to the Fixed Interest Rate Option;
- (4) any interest credited on the Loan Account, if any; and
- (5) any amount credited in accordance with the General Rules;

and *less* any of these items applicable that day:

- (6) any decrease in the market value of the assets held in the Variable Investment Options to which Net Premiums have been allocated;
- (7) any amount charged in the Schedule of Charges;
- (8) any withdrawals;
- (9) any refunds or charges made in accordance with the General Rules; and
- (10) any adjustment due to the termination of coverage.

## **E. DEDUCTION OF CHARGES.**

Prudential will automatically deduct the applicable charges due from the Coverage Fund.

When coverage ends for whatever reason, Prudential will determine and deduct the charges due in accordance with the current charges through the date the coverage ends.

## **F. VARIABLE INVESTMENT OPTIONS.**

Each Variable Investment Option under this Assignment Certificate is a sub-account of a Separate Account of Prudential. The Variable Investment Options invests in the shares of a Fund. The Variable Investment Options available under this Assignment Certificate are shown in the List of Investment Options. Each Fund has its own investment objective and associated risks which are described in the accompanying Fund prospectuses.

Amounts the Certificate Holder allocates to the Variable Investment Options may grow in value, decline in value or grow less than the Certificate Holder expects, depending on the investment performance of the Variable Investment Options the Certificate Holder chooses. The Certificate Holder bears the investment risk that the Funds may not meet their investment objectives. The Certificate Holder may lose his or her entire investment in the Variable Investment Options.

Prudential may establish additional Variable Investment Options. Prudential will notify the Certificate Holder within one (1) year if Prudential does so. Prudential may also eliminate existing Variable Investment Options, but only, where required, with the consent of the SEC and, where required, of the insurance regulator of the state of domicile of Prudential and/or the Governing Jurisdiction of the Group Contract.

A Separate Account is a segregated asset account established by Prudential. Prudential is the owner of the assets in the Separate Account, including for federal income tax purposes. Prudential keeps the assets of the Separate Account separate from the assets of its general account. As authorized by the terms of Section 17B:28-9(c) of the New Jersey Insurance Code, the assets held in the Separate Accounts shall not be chargeable with liabilities arising out of any other business of Prudential. For this purpose, "Assets" means only those Assets held in the Separate Accounts needed to satisfy Prudential's obligations under the contracts that participate in such Separate Accounts. Assets held in each Variable Investment Option shall not be chargeable with liabilities arising in connection with any other Variable Investment Option.

In addition to these assets, the Separate Account's assets may include amounts contributed by Prudential to commence operation of the Separate Account and may include accumulations of the charges Prudential makes against the Separate Account. From time to time, Prudential will transfer these additional amounts to its general account. Before making any such transfer, Prudential will consider any possible adverse impact the transfer might have on the Separate Account.

The assets of the Separate Account shall be available to cover the liabilities of the general account only to the extent that the assets exceed the liabilities of the Separate Account arising under the variable universal life insurance policies supported by the Separate Account.

Income, gains and losses, whether or not realized, from assets allocated to a Variable Investment Option, shall be credited to or charged against such Variable Investment Option without regard to other income, gains or losses of Prudential.

**Separate Account Investments:** Prudential may invest the assets of different Separate Accounts in different ways. Prudential will do so only, where required, with the consent of the SEC and, where required, of the insurance regulator of the state of domicile of Prudential and/or the Governing Jurisdiction of the Group Contract. Prudential may change the investment policy of the Separate Account but only with the consent of the insurance regulator of the state of domicile of Prudential and/or the Governing Jurisdiction of the Group Contract, where required. That approval process is on file with the insurance regulator of the Governing Jurisdiction of the Group Contract, where required.

**Valuation:** Prudential records and tracks the value of each Certificate Holder's interest in a Variable Investment Option by converting each premium payment into units (each a "Unit") of the Variable Investment Option or Variable Investment Options selected, by dividing the amount of the premium payment by the unit value of the Variable Investment Option to which that premium payment amount has been allocated.

The value of each Unit changes each Business Day (as defined below) to reflect the investment results, expenses and charges of the Variable Investment Option and the corresponding Fund. The value of each Unit is determined when the net asset value of each Fund is calculated, which is generally at the close of the regular trading session of the New York Stock Exchange ("NYSE") each day the NYSE is open (a "Business Day").

On any given Business Day, the value of a Variable Investment Option Unit will be determined by multiplying the value of such Unit for the preceding Business Day by the net investment factor for that Variable Investment Option for the current Business Day. The net investment factor for any Business Day is determined by dividing the value of the Variable Investment Option assets for that day by the value of the Variable Investment Option assets for the preceding Business Day (ignoring, for this purpose, changes resulting from new premium payments and withdrawals).

Prudential converts the dollar amounts of the monthly charges, the Cost of Insurance, Mortality and Expense Risk Charge, and Administrative Charge, into Units. The resulting number of Units are deducted pro-rata from the Variable Investment Options invested in by the Certificate Holder.

Amounts may be transferred from one available Variable Investment Option to another available Variable Investment Option or Variable Investment Options. The transfer may be made in dollars or in terms of a percentage reallocation among Variable Investment Options. In order to account for the transfer, Prudential converts the dollar amount or percentage amount into Units; the resulting number of Units are transferred. Transfers may be subject to limitations. See **Transfers**.

## **G. FIXED INTEREST RATE OPTION.**

The Certificate Holder may choose to allocate, initially or by transfer, the Coverage Fund to the Fixed Interest Rate Option. Prudential may limit transfers and withdrawals involving the Fixed Interest Rate Option:

- only one (1) transfer per Certificate Holder from the Fixed Interest Rate Option will be permitted during each Coverage Year.
- the maximum amount a Certificate Holder may transfer out of the Fixed Interest Rate Option each Coverage Year is the greater of: (a) 25% of the largest amount in the Fixed Interest Rate Option over the prior four Coverage Years; and (b) \$ 2,000. Prudential will adjust transfers out of the Fixed Interest Rate Option due to withdrawals so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded. If the Fixed Interest Rate Option is the only investment option, Prudential will reduce the amount of the withdrawal so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded.

Prudential may change these limits in the future or waive these restrictions for limited periods of time in a non-discriminatory way.

The amounts allocated to the Fixed Interest Rate Options become part of Prudential's general account. The general account consists of all assets owned by Prudential other than those in the Separate Account and in other separate accounts that have been or may be established by Prudential. Subject to applicable law, Prudential has sole discretion over the investment of the general account assets and contract holders do not share in the investment experience of those assets. Instead, Prudential guarantees that the part of the Coverage Fund allocated to the Fixed Interest Rate Option will accrue interest daily at an effective annual rate that Prudential declares periodically, but not less than an effective annual rate of 2%. Prudential is not obligated to credit interest at a rate higher than an effective annual rate of 2%, although Prudential may do so.

Prudential has the right to postpone paying any part of a withdrawal or surrender that is to come from the Fixed Interest Rate Option for up to six (6) months.

## H. TRANSFERS.

The Certificate Holder may transfer amounts into or out of the Variable Investment Options twice per calendar month, up to 24 transfers per calendar year. Certain restrictions apply to transfers from the Fixed Interest Rate Option. Certain Variable Investment Options may have additional restrictions.

Each transfer must be made by written notice in a form acceptable to Prudential, sent to the Service Office via electronic mail, facsimile or U.S. mail. There is an administrative charge shown in the Schedule of Charges, for each transfer.

Transfers among Variable Investment Options will take effect as of the end of the Valuation Period in which a transfer request is received in Good Order at the Prudential Service Office listed in the General Rules. The request may be in terms of dollars, such as a request to transfer \$5,000 from one Variable Investment Option to another, or may be in terms of a percentage reallocation among Variable Investment Options. The total allocation to all selected investment options must equal 100%.

All transfers made during the period from the opening of a Business Day (usually 9:00 a.m. Eastern time) to the close of that Business Day (usually 4:00 p.m. Eastern time) are considered one transfer.

Transfers due to any fund closures or mergers will not be considered toward the transfer limit.

**Fixed Interest Rate Option:** Transfers to or from the Fixed Interest Rate Option are restricted. See **Fixed Interest Rate Option**.

**Additional Transfer Restrictions:** The Assignment Certificate was not designed for professional market timing organizations, other organizations, or individuals using programmed, large, or frequent transfers. Large or frequent transfers among Variable Investment Options in response to short-term fluctuations in markets, sometimes called "market timing", can make it very difficult for Fund advisers/sub-advisers to manage the Variable Investment Options. Large or frequent transfers may cause a Fund to hold more cash than otherwise necessary, disrupt management strategies, increase transaction costs, or affect performance to the disadvantage of other contract holders or other Fund investors.

If Prudential (in its discretion) believes that a pattern of transfers or a specific transfer request, or group of transfer requests, may have a detrimental effect on the performance of the Variable Investment Options, or Prudential is informed by a Fund (e.g., by the Fund's adviser/sub-advisers) that the purchase or redemption of interests in the Variable Investment Option must be restricted because the Fund believes the transfer activity to which such purchase or redemption relates would have a detrimental effect on performance of the affected Variable Investment Option, Prudential may modify a Certificate Holder's right to make transfers by restricting the number, timing, and amount of transfers or may prohibit transfer requests by such Certificate Holder. Prudential reserves the right to prohibit transfer requests made by an individual acting under a power of attorney on behalf of more than one Certificate Holder. Prudential will immediately notify the Certificate Holder at the time of a transfer request if Prudential exercises this right.

Any restrictions on transfers will be applied uniformly to all persons who own Assignment Certificates like this one, and will not be waived, except as described above with respect to transfers from the Fixed Interest Rate Option. However, due to the discretion involved in any decision to exercise Prudential's right to restrict transfers, it is possible that some Certificate Holders may be able to effect transactions that could affect Fund performance to the disadvantage of other Certificate Holders and other Fund investors.

## I. SURRENDER.

The Certificate Holder may choose to surrender the Coverage at any time. To do so, he or she must notify Prudential in writing on a form acceptable to Prudential. Prudential may require the Certificate Holder to send it this Assignment Certificate. The Coverage will end on the date the request is received in Good Order. Prudential will pay the Surrender Value to the Certificate Holder in a lump sum. The Net Cash Value

at any time is the Coverage Fund less any applicable Coverage Debt. If the Coverage is in default, the Net Cash Value is zero.

A Certificate Holder may not surrender the Group Contract. Coverage will not end under this Assignment Certificate due to the Contract Holder's surrender of the Group Contract.

When this provision becomes effective and the Coverage ends, Prudential will not make any changes set forth in the General Rules.

Prudential will make payments to the Certificate Holder as follows:

- (1) Prudential first will calculate any Coverage Debt and any charges due in accordance with the Schedule of Charges.
- (2) Next, Prudential will deduct the total of the amounts in (1) above from the Coverage Fund. The deductions will take place on the date Prudential receives the surrender request in Good Order.

After the total amounts are calculated above, Prudential will usually pay any Surrender Value within seven (7) days after Prudential receives the request from the Certificate Holder and this Assignment Certificate, if Prudential requires it, at the Prudential Service Office. Payments will be made by wire transfer to the account designated by the Certificate Holder unless the Certificate Holder requests otherwise.

Prudential may delay payment of proceeds from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

Prudential may delay payment of the Surrender Value attributable to the Fixed Interest Rate Option for up to six (6) months. Prudential will pay interest as required by applicable law if such a payment is delayed for more than 30 days.

## **J. WITHDRAWALS.**

The Certificate Holder may make withdrawals from the Coverage subject to the following conditions and the remainder of this section:

- (1) the Certificate Holder must ask for the withdrawal in a form approved by Prudential;
- (2) the Coverage's Net Cash Value after withdrawal may not be less than an amount equal to the total charges for one (1) month;
- (3) the Certificate Holder may not withdraw less than the minimum amount shown in the Schedule of Benefits;
- (4) the Basic Insurance and/or Target Term Insurance after a withdrawal must be at least equal to the Minimum Basic Insurance and/or Minimum Target Term Insurance shown in the Schedule of Benefits;
- (5) the sum of the Basic Insurance and the Target Term Insurance must equal or exceed the Minimum Coverage Amount shown in the Schedule of Benefits; and
- (6) for a Coverage with a Type A Death Benefit, Prudential may ask for proof that the Certificate Holder is insurable for the resulting increase in the Net Amount at Risk.

Any amount withdrawn may not be repaid except as a premium contribution subject to charges. Prudential reserves the right to refuse a request for a withdrawal that would, in the opinion of Prudential, cause the Coverage to fail to qualify as life insurance under applicable tax law.

**Effect on a Coverage Fund:** An amount equal to the reduction in the Coverage Fund will be withdrawn proportionally from the Variable Investment Options and the Fixed Interest Rate Option unless the Certificate Holder instructs otherwise. The Certificate Holder may not direct a withdrawal to come from the Fixed Interest Rate Option. Prudential will adjust the withdrawal allocation so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded. If the Fixed Interest Rate Option is the only investment option, Prudential will reduce the amount of the withdrawal so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded.

Withdrawal of any portion of the Net Cash Value increases the risk that the Coverage Fund may be insufficient to provide a Death Benefit. If such a withdrawal is followed by unfavorable investment experience, the Coverage may go into default.

**Effect on Basic Insurance and Target Term Insurance:** Withdrawals will not affect the Basic Insurance or Target Term Insurance with respect to Type B (variable) or Type C (return of premium) Death Benefit except when the Coverage Amount has been increased to ensure that the Coverage continues to satisfy the Internal Revenue Code's definition of life insurance.

If the Certificate Holder requests the withdrawal from a Coverage with a Type A (fixed) Death Benefit and the withdrawal would cause the Net Amount at Risk to increase, the Certificate Holder must prove to Prudential that he or she is insurable for the increase. If the Certificate Holder is not insurable for the increase or the Certificate Holder does not desire to maintain the original Coverage Amount, Prudential will reduce the Basic Insurance and Target Term Insurance, if any, proportionately, using a formula to ensure that the Coverage satisfies the definition of life insurance under Section 7702 of the Internal Revenue Code. If the Basic Insurance and Target Term Insurance are scheduled to change, Prudential will similarly adjust all remaining Basic Insurance and Target Term Insurance to offset the increase. The reduction in the Basic Insurance or Target Term Insurance will never be more than the withdrawal amount. If Prudential reduces the Basic Insurance or the Target Term Insurance, Prudential will recompute the charges and values for the Coverage. Prudential will send the Certificate Holder a new Assignment Certificate showing the new Coverage Amount(s).

After Prudential approves the withdrawal request, Prudential will usually pay any withdrawal amount within seven (7) days after Prudential receives the request from the Certificate Holder and the Benefit Summary Report, if Prudential requires it, at the Prudential Service Office. Payments will be made by wire transfer to the account designated by the Certificate Holder unless the Certificate Holder requests otherwise. Prudential may delay payment of amounts from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

## **K. LOANS.**

The Contract Holder may assign a Coverage to the Certificate Holder with existing Contract Debt.

Subject to the minimum loan requirement shown in the Schedule of Benefits and the requirements of this provision, the Certificate Holder may at any time borrow any amount up to the current Loan Value of the Coverage less any existing Coverage Debt.

**Date of a Loan:** A loan may take place only on a Business Day. To take out a loan, the Certificate Holder must request it on a form acceptable to Prudential. The dollar value of the loan will be paid to the Certificate Holder within seven days after all the documents required for such a payment are received in Good Order. Prudential will determine the payment amount as of the end of the Valuation Period in which the necessary documents are received by Prudential. However, Prudential may delay payment of proceeds from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

**Loan Value:** If the Coverage is not in default, the Coverage's Loan Value at any time is equal to 100% of the Cash Value minus total charges for one (1) month.

If the Coverage is in default, the Loan Value is zero.

**Coverage Debt:** Coverage Debt at any time means the loan on the Coverage at that time, plus the interest Prudential has charged that is not yet due and that Prudential has not yet added to the loan.

**Loan Requirements:** For Prudential to approve a loan, the following requirements must be met:

- (1) the Certificate Holder must assign the Coverage to Prudential as sole security for the loan;
- (2) the Certificate Holder must be living; and
- (3) the resulting Coverage Debt must not be more than the Loan Value.

If there is already Coverage Debt when the Certificate Holder borrows from Prudential, Prudential will add the new amount the Certificate Holder borrows to that debt.

**Interest Charge:** Prudential will charge interest daily on any loan. Interest is due on the Coverage Anniversary or when the loan is paid back, whichever comes first. If interest is not paid when due, it becomes part of the loan. Prudential will then also start to charge interest on it. Except as stated below, Prudential charges interest at an effective annual rate with a maximum of 5%.

**Preferred Loan:** Unless the Certificate Holder asks Prudential otherwise, a portion of the amount the Certificate Holder may borrow on or after the 10<sup>th</sup> Coverage Anniversary will be considered a preferred loan up to an amount equal to the maximum preferred loan amount described below. Preferred Loans are charged interest at an effective annual rate with a maximum of 4.5%.

**Maximum Preferred Loan Amount:** The maximum preferred loan amount available starting on the 10th Coverage Anniversary is (A) minus (B), where (A) is the total amount the Certificate Holder may borrow, and (B) is the total premium contributions paid less total withdrawals, if any. If (B) is less than zero, Prudential will consider it to be zero.

**Effect on Coverage Fund:** When a Certificate Holder takes a loan, Prudential will transfer an amount equal to the loan proceeds and loan interest that becomes part of the loan, if it is not paid when due, first out of the Variable Investment Options and then the Fixed Interest Rate Option, as applicable, into the general account. Unless the Certificate Holder instructs Prudential to take the loan amount from specific Variable Investment Options and Prudential agrees, the reduction first will be made from the Variable Investment Options in the same proportions as the value of each Variable Investment Option bears to the total value of all Variable Investment Options. The loan amount is deducted from the Fixed Interest Rate Option only when insufficient amounts are deducted from the Variable Investment Options.

A Loan Account that is part of the Coverage Fund will be set up in Prudential's general account whenever the Certificate Holder takes out a loan. While a loan is outstanding, the amount in the Loan Account will continue to be treated as part of the Coverage Fund. Prudential will credit the Loan Account with interest at an effective annual rate of 4%. On each Monthly Date, Prudential will increase the portion of the Coverage Fund in the investment options by interest credits accrued on the loan since the last Monthly Date. The maximum net interest rate spread of a standard loan is 1% and the maximum net interest rate spread of a preferred loan is 0.50%.

Prudential will not increase the portion of the Coverage Fund allocated to the Variable Investment Options and/or the Fixed Interest Rate Option by loan interest that is paid before Prudential makes it part of the loan. Prudential reserves the right to change the manner in which Prudential allocates loan repayments. If Prudential makes such a change, Prudential will do so for all group contracts like the Group Contract. Prudential will send the Certificate Holder notice of any change.

**Repayment:** When the Certificate Holder repays all or part of a loan, Prudential will increase the portion of the Coverage Fund in the Variable Investment Options and/or the Fixed Interest Rate Option by the amount of the loan the Certificate Holder repays plus interest credits accrued on the loan since the last transaction

date and reduce the Loan Account. The increase to the Coverage Fund will never be more than the Loan Account. Prudential will use the investment option the Certificate Holder designates or the investment allocation for future premium payments as of the loan payment date. If loan interest is paid when due, it will not change the portion of the Coverage Fund allocated to the investment options. Prudential reserves the right to change the manner in which Prudential allocates loan repayments.

When Prudential pays a Death Benefit, part of the Coverage Debt will be repaid as described under Death Benefit provision. When the Coverage is surrendered, any Coverage Debt is due and will be deducted from the Coverage Fund.

**Excess Insurance Debt:** The Coverage Debt is the amount of all outstanding loans plus any interest accrued but not yet due. If, on any Monthly Date, the Coverage Debt equals or exceeds the Coverage Fund, the Coverage will go into default. Prudential will notify the Certificate Holder of a 61-day grace period, within which time the Certificate Holder may repay all or enough of the loan to obtain a positive Cash Value and thus keep the Coverage in force.

If the Coverage lapses or is surrendered, the amount of unpaid Coverage Debt will be treated as a distribution and will be immediately taxable to the extent of gain in the Coverage. Reinstatement of the Coverage after lapse will not eliminate the taxable income, which Prudential is required to report to the Internal Revenue Service.

Prudential, in its sole discretion, reserves the right to impose the following additional requirements with respect to loan amounts that are deducted from the Fixed Interest Rate Option:

**Repayment Allocations:** Prudential may allocate the loan repayment first to the Fixed Interest Rate Option and then to the Variable Investment Options.

**Subsequent Premium Payments:** Prudential may require that any subsequent premium payments be used to repay the loan amount allocated to the Fixed Interest Rate Option in order to reduce the portion of the Loan Account allocated to the Fixed Interest Rate Option.

Prudential will give notice to the Certificate Holder if it intends to apply the repayment allocation and subsequent premium payment requirements set forth above.

## **L. BASIS OF COMPUTATION.**

Prudential will compute the maximum COI charge for both the Basic Insurance and any Target Term Insurance using:

- (1) the mortality table used to calculate the maximum COI shown in the Schedule of Charges;
- (1) the Extra Rating Class, if any, of the Certificate Holder; and
- (2) the Attained Age and gender of the Certificate Holder.

The surrender values provided by the Assignment Certificate are at least as large as those set by applicable law. Where required, Prudential has given the insurance regulator a detailed statement of how Prudential computes values and benefits.

# Insurance Plan Rules

## **A. ELIGIBILITY.**

A Covered Person is eligible for an Assignment under the Group Contract if the Certificate Holder has been insured under the Group Contract for at least three years and such assignment must be made in writing on a form acceptable to Prudential.

## **B. WHEN COVERAGE ENDS FOR A CERTIFICATE HOLDER.**

A Certificate Holder's Coverage will end:

- (1) upon the death of the Certificate Holder;
- (2) the Coverage is in default at the end of the grace period; or
- (3) the Coverage is surrendered.

Termination of Coverage is treated as a surrender in all cases. The value of the Coverage Fund shall be reduced to zero as of such date.

Coverage will not end due to the termination of the Group Contract.

# General Rules

## A. DEFAULT; GRACE PERIOD.

On each Monthly Date, Prudential will determine the Coverage's Net Cash Value. If the Net Cash Value is an amount equal to or greater than the total charges for one (1) month, the Coverage is in force. The Coverage is in default if the Net Cash Value is an amount less than the total charges for one (1) month. The Group Contract is in default if all Coverages are in default.

**Notice of Default:** If the Coverage is in default, Prudential will mail the Certificate Holder a notice stating the amount Prudential will need to keep the Coverage in force. That amount will equal a premium contribution which Prudential estimates will keep the Coverage in force for three (3) months from the date of default. Prudential will grant a 61-day grace period from the date Prudential mails the notice to pay this charge. The Coverage will remain in force during this period. If that amount is not paid to Prudential by the end of the 61-day grace period, the Coverage will lapse and be treated as a surrender under Variable Universal Life Insurance Coverage.

During the grace period, Prudential will not charge interest on the charges due and will continue to assess the charges shown in this Assignment Certificate. If the Certificate Holder dies during the grace period, any Death Benefit payable will be reduced by the amount of the charges due. The Certificate Holder is liable to pay charges, including interest charges on Coverage Debt, to Prudential during the grace period.

## B. REINSTATEMENT.

A Coverage that lapsed may be reinstated within five (5) years after the date of default, if the following conditions are met:

- (1) the Group Contract is in force;
- (2) renewed evidence of insurability as required by Prudential is provided;
- (3) payment of a charge equal to: (a) an amount, if any, required to bring the Coverage Fund to an amount equal to total charges for one month on the date the Coverage went into default, plus (b) the deductions from the Coverage Fund from the grace period through the reinstatement date, plus (c) a premium that Prudential estimates will cover all charges and deductions for the next three (3) months; and
- (4) any Coverage Debt with interest to date is restored or paid back. If the Coverage Debt is restored and the Coverage Debt with interest would exceed the loan value of the reinstated Coverage, the excess must be paid to Prudential before reinstatement.

The reinstatement date will be the date Prudential approves the Certificate Holder's request. Prudential will deduct all required charges from the Certificate Holder's payment and the balance will be placed into the Coverage Fund.

## C. END OF COVERAGE.

If the Coverage is in default and an amount sufficient to bring the Coverage Fund out of default is not paid to Prudential by the end of the grace period described above, the Coverage will lapse when the grace period ends. But the Certificate Holder may write to Prudential to ask that the Coverage cease at the end of the period for which charges have been deducted or at any time during the grace period. Then the Coverage will end on the date requested.

## **D. ADJUSTMENTS RELATED TO AGE, SEX OR SMOKING STATUS.**

If the age, sex or smoking status used to determine the Cost of Insurance is found to be in error while the Certificate Holder is still living, the current charge will then be adjusted to reflect the correct age, sex, or smoking status. If this adjustment results in a change in the amount of the charge, any difference between the charge deducted from the Coverage Fund for the Certificate Holder and the charge required on the basis of the correct age, sex or smoking status will be paid as follows:

- (1) If the adjustment results in an increased charge, the difference will be deducted from the Coverage Fund. If the amount in the Coverage Fund is not sufficient to make the adjustment, the Certificate Holder will pay the difference when notified by Prudential.
- (2) If the adjustment results in a decreased charge, Prudential will credit the difference to the Coverage Fund.

Any credit or deduction will be made to or from the Coverage Fund as agreed to by the Certificate Holder and Prudential.

If the age, sex or smoking status used to determine the Cost of Insurance is found to be in error after a Certificate Holder is deceased, Prudential will adjust the Death Benefit payable and any amount to be paid, as required by law, to reflect the correct age, sex or smoking status. Any such benefit will be based on what the most recent deductions from the Coverage Fund would have provided at such Certificate Holder's correct age, sex or smoking status.

## **E. INCONTESTABILITY OF THE COVERAGE; AMENDMENTS.**

**Incontestability of Insurance for an Employee:** The validity of the Coverage shall not be contested, except for nonpayment of premium contributions, after it has been in force for two (2) years from the issue date, the reinstatement date or the effective date of any change made to the Coverage that requires Prudential's approval and would increase Prudential's liability.

No statement made by any Employee insured under the policy relating to his or her insurability shall be used in contesting the validity of the Coverage with respect to which the statement was made after the Coverage has been in force prior to the contest for a period of two (2) years during the lifetime of the Employee nor unless it is contained in a written instrument signed by the Employee, provided to the Employee or, in the event of death or incapacity of the Employee, to the Employee's personal representative.

**Amendments:** The Coverage may be amended, at any time, without the consent of anyone else with a beneficial interest in it, other than the Certificate Holder. This can be done through a written request made by the Certificate Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

The approval of an officer of Prudential is required: to waive any conditions or restrictions of the Group Contract or this Assignment Certificate; or to extend the time in which a charge may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. An agent of Prudential is not an officer

No change in this Assignment Certificate is valid unless shown in:

- (1) an endorsement signed by an officer of Prudential; or
- (2) an amendment signed by the Certificate Holder and by an officer of Prudential.

However, if this Assignment Certificate is changed automatically in accordance with the General Rules, the change may be made in an amendment to this Assignment Certificate that is signed only by an officer of Prudential.

## **F. REPORTS.**

At least once each Coverage Year Prudential will send the Certificate Holder a report. The report will show: the Death Benefit; the amounts allocated among the Variable Investment Option and/or Fixed Interest Rate Option; the Net Cash Value; the Surrender Value; any Coverage Debt and the interest rate on the Coverage Debt; premium contributions paid; investment results; charges deducted; and withdrawals taken since the last report. The report may also show any other data that may be required where the Group Contract is delivered. All reports may be delivered through electronic means.

## **G ASSIGNMENTS.**

The Certificate Holder may not assign this Assignment Certificate or the Group Contract.

## **H. RIGHT TO REFUSE CONTRIBUTIONS.**

Prudential may refuse to accept a premium payment:

- (1) that would, in the opinion of Prudential, cause a Coverage to fail to qualify as life insurance under applicable tax law;
- (2) that increases the Death Benefit by more than it increases the Coverage Fund; and
- (3) if the NAR exceeds the Net Amount at Risk Maximum at issue stated in the Schedule of Benefits. Prudential will only accept any premium payment necessary to keep the Coverage in force.

## **I. CONFORMITY WITH LAW; CHARGE ADJUSTMENTS.**

If the provisions of the Assignment Certificate do not conform to the requirements of any state or federal law or regulation that applies to it, this Assignment Certificate is automatically changed to conform to the requirements of that law or regulation.

The Coverage has been designed to satisfy the definition of life insurance for Federal income tax purposes under Section 7702 of the Internal Revenue Code. Prudential reserves the right, however, to decline any change Prudential determines would cause the Coverage to fail to qualify as life insurance under the applicable tax law. This includes, but is not limited to, changing the Basic Insurance or Target Term Insurance, withdrawals and changing the type of Death Benefit. Prudential has the right to change the Assignment Certificate to require additional premium payments or to make distributions from the Coverage to the extent necessary to continue to qualify the Coverage as life insurance. Prudential also has the right to refuse to accept a premium payment that would, in the opinion of Prudential, cause the Coverage to fail to qualify as life insurance under applicable tax law.

Charges deducted from premium payments and the Coverage Fund may change from time to time based on the expectation of future experience, subject to the maximums shown on the Schedule of Charges. In deciding whether to change any of these charges, Prudential will periodically consider mortality, persistency, expenses, taxes and interest credits and/or investment experience to see if a change in the Prudential assumptions is needed. Changes in factors will be by class.

## **J. RECEIPT OF NOTICE AND PAYMENTS.**

All notices to Prudential under this Assignment Certificate will be deemed received when such notices are received by the Service Office at the following address:

The Prudential Insurance Company of America  
^ [PruBenefit Funding  
13001 County Road 10  
Plymouth, MN 55442  
Phone 800.286.7754 • Fax 888.667.2941  
E-mail: coli@prudential.com]

If we at The Prudential Insurance Company of America fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
Consumer Services Divisions  
1200 West Third Street  
Little Rock, AR 72201-1904  
800.852.5494 or 501.371.2640

All payments to Prudential under this Assignment Certificate will be deemed received when such payments are received by the payment office maintained by a third party administrator at the following address:

Attention: The Prudential Insurance Company of America  
^ [First Class Mail:

PO Box 105441  
Atlanta, GA 30348-5441

Express Mail:

Wachovia Bank  
LBX# 105441  
3585 Atlanta Ave  
Hapeville, GA 30354]

Prudential may change the addresses specified above. If it does so, it will notify the Certificate Holder.

Notices to Prudential or from Prudential to the Certificate Holder may be made through electronic means.

## **K. DUTIES OF THE CERTIFICATE HOLDER.**

The duties of the Certificate Holder are to:

- (1) accept and keep this Assignment Certificate;
- (2) comply with all of the terms and conditions of this Assignment Certificate.

## **L. INVESTOR CONTROL.**

Treasury Department regulations do not provide specific guidance concerning the extent to which the Certificate Holder may direct its investment in the particular Variable Investment Options without causing the Certificate Holder, instead of Prudential, to be considered the owner of the underlying assets. Because of this uncertainty, Prudential reserves the right to make such changes as Prudential deems necessary to assure that the Group Contract or the Assignment Certificate qualifies as life insurance for tax purposes. Any such changes will apply uniformly to affected Certificate Holders and will be made with such notice to affected Certificate Holders as is feasible under the circumstances.

## **M. DOLLAR COST AVERAGING.**

As an administrative practice, Prudential is currently offering a feature called Dollar Cost Averaging ("DCA"). Under this feature, either fixed dollar amounts or a percentage of the amount designated for use under the DCA option will be transferred periodically from the DCA Money Market investment option into other Variable Investment Options available under the Assignment Certificate, excluding the Fixed Interest Rate Option. Certificate Holders may choose to have periodic transfers made monthly or quarterly.

Each automatic transfer will take effect as of the end of the Valuation Period on the date coinciding with the periodic timing the Certificate Holder designates provided the New York Stock Exchange is open on that date. If the New York Stock Exchange is not open on that date, or if the date does not occur in that particular

month, the transfer will take effect as of the end of the Valuation Period, which immediately follows that date. Automatic transfers will continue until: (1) \$50 or less remains of the amount designated for Dollar Cost Averaging, at which time the remaining amount will be transferred; or (2) the Certificate Holder notifies Prudential of a change in DCA allocation or cancellation of the feature. Currently, a transfer that occurs under the DCA feature is not counted toward the transfer limit. Prudential reserves the right to change this practice, modify the requirements, or discontinue the feature.

# List of Investment Options

## <sup>H</sup>[The Prudential Series Fund

- Diversified Bond Portfolio
- Diversified Conservative Growth Portfolio
- Equity Portfolio
- Global Portfolio
- High Yield Bond Portfolio
- Natural Resources Portfolio
- Value Portfolio
- SP Aggressive Growth Asset Allocation Portfolio
- SP Balanced Asset Allocation Portfolio
- SP Conservative Asset Allocation Portfolio
- SP Growth Asset Allocation Portfolio
- SP PIMCO High Yield Portfolio
- SP Strategic Partners Focused Growth Portfolio

## **AIM Variable Insurance Funds**

- AIM V.I. Core Equity Fund, Series I Shares
- AIM V.I. International Growth Fund, Series I Shares
- AIM V.I. Small Cap Equity Fund, Series I Shares
- AIM V.I. Utilities Fund, Series I Shares

## **AllianceBernstein Variable Product Series Fund, Inc.**

- AllianceBernstein VPS International Growth Portfolio, Class A
- AllianceBernstein VPS International Value Portfolio, Class A
- AllianceBernstein VPS Real Estate Investment Portfolio, Class A
- AllianceBernstein VPS Small Cap Growth Portfolio, Class A

## **DWS Variable Series I**

- DWS Bond VIP, Class A
- DWS Capital Growth VIP, Class A

## **DWS Variable Series II**

- DWS Blue Chip VIP, Class A
- DWS Dreman High Return Equity VIP, Class A
- DWS Global Thematic VIP, Class A
- DWS Government & Agency Securities VIP, Class A
- DWS Strategic Income VIP, Class A
- DWS Technology VIP, Class A

## **DWS Investment VIT Funds**

- DWS Small Cap Index VIP, Class A

## **Fidelity Variable Insurance Products**

- VIP Contrafund Portfolio, Service
- VIP Equity-Income Portfolio, Service
- VIP Index 500 Portfolio, Service
- VIP Investment Grade Bond Portfolio, Service
- VIP Mid Cap Portfolio, Service
- VIP Money Market Portfolio, Service
- VIP Overseas Portfolio, Service
- VIP Value Leaders Portfolio, Service
- VIP Value Strategies Portfolio, Service
- VIP Freedom 2015 Portfolio, Service

VIP Freedom 2020 Portfolio, Service  
VIP Freedom 2025 Portfolio, Service  
VIP Freedom 2030 Portfolio, Service

**Franklin Templeton Variable Insurance Products Trust**

Franklin Large Cap Value Securities Fund – Class 2  
Franklin Small Cap Value Securities Fund – Class 2  
Franklin Strategic Income Securities Fund – Class 2  
Mutual Discovery Securities Fund – Class 2  
Templeton Global Income Securities Fund – Class 2  
Templeton Global Asset Allocation Fund – Class 2

**J. P. Morgan Series Trust II**

JPMorgan Bond Portfolio

**JPMorgan Insurance Trust**

Intrepid Mid Cap Portfolio, Class 1

**Neuberger Berman Advisers Management Trust (“AMT”)**

Neuberger Berman AMT Mid-Cap Growth Portfolio, I Class Shares  
Neuberger Berman AMT Partners Portfolio, I Class Shares  
Neuberger Berman AMT Socially Responsive Portfolio, I Class Shares

**PIMCO Variable Insurance Trust**

PIMCO All Asset Portfolio, Administrative Class  
PIMCO Global Bond Portfolio (Unhedged), Administrative Class  
PIMCO Low Duration Portfolio, Administrative Class  
PIMCO Long-Term U.S. Government Portfolio, Administrative Class  
PIMCO Real Return Portfolio, Administrative Class  
PIMCO Short-Term Portfolio, Administrative Class  
PIMCO Total Return Portfolio, Administrative Class

**Royce Capital Fund**

Royce Micro-Cap Portfolio, Investment Class  
Royce Small-Cap Portfolio, Investment Class

**The Universal Institutional Funds, Inc.** (managed by Morgan Stanley)

UIF Core Plus Fixed Income Portfolio, Class I  
UIF Emerging Markets Equity Portfolio, Class I  
UIF U.S. Mid Cap Value Portfolio, Class I  
UIF Value Portfolio, Class I

**Van Eck Global Worldwide Insurance Trust**

Worldwide Absolute Return Fund, Initial Class  
Worldwide Emerging Markets Fund, Initial Class  
Worldwide Hard Assets Fund, Initial Class  
Worldwide Real Estate Fund, Initial Class]

# Definitions

**Assignment Certificate** –The document Prudential will issue to the Certificate Holder outlining the Certificate Holder's rights and responsibilities after the Contract Holder assigns Coverage to the Certificate Holder.

**Attained Age** - The Certificate Holder's age on the Coverage Effective Date plus the number of whole years since then. For any Coverage Segment effective after the Coverage Effective Date, the Certificate Holder's attained age is the issue age of that Coverage Segment plus the length of time in whole years since its Coverage Effective Date.

**Attained Age Factors** – The attained age factors are shown in the Table of Attained Age Factors attached to this Assignment Certificate. If the Certificate Holder was covered under the Group Contract on or after January 1, 2009, the attained age factors will be based upon 2001 CSO.

**Basic Insurance** – An amount of group flexible premium variable universal life insurance. The amount of life insurance as shown in this Assignment Certificate's Schedule of Benefits.

**Benefit Summary Report** – A summary of the Certificate Holder's coverage.

**Business Day** – A day on which the main office of Prudential in Newark, New Jersey is open, the NYSE is open and the SEC has not restricted trading or declared an emergency.

**Cash Value** - The same as the "Coverage Fund."

**Certificate Holder** – A Covered Person, or trust established by a Covered Person, to whom the Contract Holder assigns the Coverage allocated to that Covered Person. Prudential issues an Assignment Certificate to the Certificate Holder.

**Contract Date** - The date the Group Contract is effective, as specified in the Group Contract.

**Contract Holder** - The employer, or a trust established by the employer, that is issued the Group Contract as shown in the Schedule of Benefits.

**Cost of Insurance ("COI")** – The charge for insurance that varies based on the individual characteristics of the Certificate Holder, including such characteristics such as age, gender, Extra Rating Class, if any, and years from Coverage Effective Date.

**Coverage** – An amount of group flexible premium variable universal life insurance. The Coverage may consist of different Coverage Segments with different characteristics such as different effective dates and underwriting classes.

**Coverage Amount** – The Coverage Amount is equal to the sum of all the Basic Insurance and Target Term Insurance Coverage Segments.

**Coverage Anniversary** – The same date as the Coverage Effective Date in each later year. The Coverage Anniversary is shown in the Benefit Summary Report.

**Coverage Debt** - The principal amount of all outstanding loans plus any interest accrued thereon.

**Coverage Effective Date** – The date Coverage becomes effective for each Certificate Holder under the Group Contract. The Coverage Effective Date is shown in the Benefit Summary Report.

**Coverage Fund** - The total amount credited to a Certificate Holder under the Group Contract. On any date it is equal to the sum of the amounts in all the Variable Investment Options and the Fixed Interest Rate Option, and the principal amount of any Coverage Debt plus any interest earned thereon.

**Covered Person** – An Employee whose life is insured under Group Contract whose number is shown in the Schedule of Benefits. Also, a “Certificate Holder.”

**Coverage Segment** - The Basic Insurance at issue is the first Coverage Segment. Target Term Insurances are separate Coverage Segments. For each increase in Basic Insurance and/or Target Term Insurance, a new Coverage Segment is created for the amount of the increase.

**Coverage Year** – A year that starts on a Coverage Effective Date or on a Coverage Anniversary.

**Death Benefit** - If a Coverage is not in default, this is the amount Prudential will pay upon the death of the Certificate Holder, less any Coverage Debt.

**Employee** - A person employed or formerly employed by the Employer. If permitted by applicable state law, the term Employee may also include a director of the Employer’s board of directors.

**Employer** – An Employer under the Group Contract is the Contract Holder or if the Group Contract is owned by a trust, the trust grantor.

**Excess Premium** – The amount of premium received over the Target Premium.

**Extra Rating Class** – A percentage (greater than 100%) of the unrated COI that reflects the extra mortality risk on a substandard life.

**Face Amount** - The initial Coverage Segment on the Coverage Effective Date shown in the Benefit Summary Report.

**Fixed Interest Rate Option** - An investment option under which interest is accrued daily at a rate that Prudential declares periodically, but not less than an effective annual rate of 2%.

**Fund** – A Fund is a portfolio of a series mutual fund. One or more of the available Funds may be chosen as an underlying investment for the Assignment Certificate.

**Good Order** - An instruction received at Prudential’s Service Office utilizing such forms, signatures, and dating as Prudential requires, which is sufficiently clear and complete and for which Prudential does not need to exercise any discretion to follow such instructions.

**Group Contract** - The group flexible premium variable universal life insurance contract, whose number is shown in the Schedule of Benefits, issued to the Contract Holder.

**Internal Revenue Code** – The Internal Revenue Code of 1986, as amended.

**Loan Account** – A Loan Account that is part of the Coverage Fund will be set up in Prudential’s general account whenever the Certificate Holder takes out a loan.

**Minimum Coverage Amount** – An amount specified in the Group Contract’s Schedule of Benefits.

**Monthly Date** – The Coverage Effective Date and the same date in each subsequent month.

**Net Amount at Risk (“NAR”)** - The amount by which the Death Benefit exceeds the Coverage Fund.

**Net Cash Value** - The Coverage Fund minus any Coverage Debt.

**Net Premiums** – The amounts allocated to the Variable Investment Options and/or the Fixed Interest Rate Option after Prudential deducts the Premium Load and on the Coverage Effective Date, the first month’s charges.

**Personal Beneficiary** – An individual, trust or any other legal entity designated by the Covered Person, prior to any assignment of Coverage to the Covered Person, who will receive a portion of the Death Benefit.

**Preferred Loan** – A portion of the amount the Certificate Holder may borrow on or after the 10<sup>th</sup> Coverage Anniversary up to the maximum preferred loan amount. See **Loans**.

**Premium Load** – The charge that is deducted from all premium payments to compensate Prudential for the costs of selling the Group Contract, including any federal, state or local income, premium, excise, business tax or any other type of charge, or component thereof, measured by or based upon the amount of premium Prudential receives, commissions, advertising and the printing and distribution of prospectuses and sales literature.

**The Prudential Insurance Company of America** - The company issuing the Assignment Certificate.

**Separate Account** – The words Separate Account, when Prudential uses them in this Assignment Certificate without qualification, mean any Separate Account Prudential establishes to support variable universal life insurance contracts like the Group Contract. The Separate Account that supports this Assignment Certificate, the Group Contract and other similar group contracts is called the Prudential Variable Contract Account GI-2.

**Surrender Value** - The amount payable to the Certificate Holder upon surrender of the Coverage. It is equal to the Coverage Fund minus any Coverage Debt.

**Target Premium** – The Target Premium is a factor per \$1,000 of Basic Insurance, based on issue age and gender. See **Schedule of Charges**.

**Target Term Insurance** – A flexible term insurance benefit to Attained Age 100 of the Certificate Holder. The Contract Holder specifies the initial amount for such Coverage.

**Underwriting Class** – The three types of underwriting classes Prudential offers - fully underwritten, simplified issue, and guaranteed issue basis.

**Valuation Period** - The period of time from one determination of the value of the amount invested in a variable investment option to the next. Such determinations are made when the net asset values of the portfolios of the Funds are calculated, which would be as of the close of regular trading on the New York Stock Exchange (generally 4:00 p.m. Eastern time).

**Variable Investment Options** - Each subaccount within the Separate Account that invests in a corresponding Fund.

# Tables

## Maximum Cost of Insurance Rates 1980 Commissioners Standard Ordinary ("CSO") Mortality Table

M A L E		F E M A L E		U N I S E X	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
15	0.118	15	0.073	15	0.118
16	0.133	16	0.077	16	0.133
17	0.143	17	0.080	17	0.143
18	0.152	18	0.083	18	0.152
19	0.157	19	0.086	19	0.157
20	0.158	20	0.088	20	0.158
21	0.158	21	0.090	21	0.158
22	0.157	22	0.092	22	0.157
23	0.153	23	0.093	23	0.153
24	0.150	24	0.096	24	0.150
25	0.146	25	0.098	25	0.146
26	0.143	26	0.100	26	0.143
27	0.143	27	0.103	27	0.143
28	0.142	28	0.107	28	0.142
29	0.143	29	0.110	29	0.143
30	0.146	30	0.114	30	0.146
31	0.150	31	0.118	31	0.150
32	0.156	32	0.123	32	0.156
33	0.163	33	0.128	33	0.163
34	0.171	34	0.134	34	0.171
35	0.181	35	0.142	35	0.181
36	0.193	36	0.152	36	0.193
37	0.208	37	0.163	37	0.208
38	0.223	38	0.178	38	0.223
39	0.242	39	0.193	39	0.242
40	0.263	40	0.211	40	0.263
41	0.285	41	0.229	41	0.285
42	0.309	42	0.248	42	0.309
43	0.336	43	0.267	43	0.336
44	0.364	44	0.287	44	0.364
45	0.394	45	0.307	45	0.394
46	0.427	46	0.327	46	0.427
47	0.461	47	0.349	47	0.461
48	0.498	48	0.373	48	0.498
49	0.538	49	0.399	49	0.538
50	0.583	50	0.428	50	0.583
51	0.636	51	0.458	51	0.636
52	0.694	52	0.493	52	0.694
53	0.761	53	0.532	53	0.761
54	0.834	54	0.571	54	0.834
55	0.913	55	0.611	55	0.913
56	0.998	56	0.650	56	0.998

**Maximum Cost of Insurance Rates**  
**1980 Commissioners Standard Ordinary ("CSO") Mortality Table**  
 MALE                      FEMALE                      UNISEX

<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
57	1.087	57	0.688	57	1.087
58	1.182	58	0.725	58	1.182
59	1.285	59	0.767	59	1.285
60	1.400	60	0.817	60	1.400
61	1.530	61	0.878	61	1.530
62	1.677	62	0.958	62	1.677
63	1.841	63	1.053	63	1.841
64	2.023	64	1.160	64	2.023
65	2.218	65	1.274	65	2.218
66	2.428	66	1.393	66	2.428
67	2.649	67	1.511	67	2.649
68	2.888	68	1.633	68	2.888
69	3.151	69	1.769	69	3.151
70	3.448	70	1.930	70	3.448
71	3.786	71	2.128	71	3.786
72	4.173	72	2.373	72	4.173
73	4.612	73	2.666	73	4.612
74	5.092	74	3.004	74	5.092
75	5.604	75	3.380	75	5.604
76	6.142	76	3.788	76	6.142
77	6.698	77	4.223	77	6.698
78	7.277	78	4.693	78	7.277
79	7.897	79	5.214	79	7.897
80	8.578	80	5.806	80	8.578
81	9.341	81	6.486	81	9.341
82	10.201	82	7.271	82	10.201
83	11.153	83	8.158	83	11.153
84	12.177	84	9.135	84	12.177
85	13.248	85	10.191	85	13.248
86	14.351	86	11.318	86	14.351
87	15.478	87	12.515	87	15.478
88	16.628	88	13.782	88	16.628
89	17.808	89	15.128	89	17.808
90	19.036	90	16.571	90	19.036
91	20.343	91	18.140	91	20.343
92	21.786	92	19.891	92	21.786
93	23.511	93	21.951	93	23.511
94	25.831	94	24.603	94	25.831
95	29.322	95	28.418	95	29.322
96	35.083	96	34.490	96	35.083
97	45.083	97	44.770	97	45.083
98	62.096	98	61.997	98	62.096
99	83.333	99	83.333	99	83.333

## Table of Attained Age Factors

Mortality: 1980 CSO Mortality Table - Interest: 1st Year 7%; 4% Thereafter

Covered Person's

Attained Age  
Last Birthday

<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
7.51759	9.08959	7.51759
7.29212	8.79828	7.29212
7.07844	8.51730	7.07844
6.87408	8.24612	6.87408
6.67699	7.98358	6.67699
6.48547	7.72868	6.48547
6.29806	7.48179	6.29806
6.11398	7.24206	6.11398
5.93260	7.00876	5.93260
5.75374	6.78225	5.75374
5.57760	6.56234	5.57760
5.40377	6.34882	5.40377
5.23330	6.14192	5.23330
5.06654	5.94139	5.06654
4.90351	5.74701	4.90351
4.74489	5.55887	4.74489
4.59059	5.37673	4.59059
4.44106	5.20036	4.44106
4.29613	5.02952	4.29613
4.15595	4.86446	4.15595
4.02043	4.70492	4.02043
3.88963	4.55082	3.88963
3.76367	4.40245	3.76367
3.64237	4.25978	3.64237
3.52564	4.12278	3.52564
3.41339	3.99133	3.41339
3.30558	3.86518	3.30558
3.20205	3.74419	3.20205
3.10257	3.62798	3.10257
3.00697	3.51610	3.00697
2.91517	3.40845	2.91517
2.82691	3.30474	2.82691
2.74204	3.20467	2.74204
2.66039	3.10826	2.66039
2.58183	3.01531	2.58183
2.50630	2.92570	2.50630
2.43370	2.83931	2.43370
2.36402	2.75608	2.36402
2.29725	2.67597	2.29725
2.23332	2.59887	2.23332
2.17218	2.52458	2.17218

Table of Attained Age Factors  
Mortality: 1980 CSO Mortality Table - Interest: 1st Year 7%; 4% Thereafter

Covered Person's Attained Age <u>Last</u> <u>Birthday</u>	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
56	2.11367	2.45291	2.11367
57	2.05763	2.38364	2.05763
58	2.00390	2.31645	2.00390
59	1.95234	2.25121	1.95234
60	1.90288	2.18787	1.90288
61	1.85546	2.12653	1.85546
62	1.81009	2.06732	1.81009
63	1.76674	2.01045	1.76674
64	1.72540	1.95601	1.72540
65	1.68604	1.90398	1.68604
66	1.64853	1.85418	1.64853
67	1.61274	1.80639	1.61274
68	1.57853	1.76034	1.57853
69	1.54580	1.71585	1.54580
70	1.51449	1.67289	1.51449
71	1.48464	1.63151	1.48464
72	1.45628	1.59186	1.45628
73	1.42950	1.55414	1.42950
74	1.40434	1.51846	1.40434
75	1.38075	1.48485	1.38075
76	1.35863	1.45321	1.35863
77	1.33783	1.42338	1.33783
78	1.31815	1.39518	1.31815
79	1.29943	1.36844	1.29943
80	1.28159	1.34308	1.28159
81	1.26460	1.31910	1.26460
82	1.24851	1.29653	1.24851
83	1.23341	1.27543	1.23341
84	1.21935	1.25584	1.21935
85	1.20630	1.23768	1.20630
86	1.19418	1.22082	1.19418
87	1.18284	1.20511	1.18284
88	1.17210	1.19038	1.17210
89	1.16177	1.17643	1.16177
90	1.15165	1.16305	1.15165
91	1.14147	1.15002	1.14147
92	1.13098	1.13709	1.13098
93	1.11984	1.12395	1.11984
94	1.10772	1.11029	1.10772
95	1.09441	1.09586	1.09441
96	1.07985	1.08056	1.07985
97	1.06423	1.06450	1.06423
98	1.04814	1.04821	1.04814
99	1.03421	1.03421	1.03421

Maximum Cost of Insurance Rates  
2001 Commissioners Standard Ordinary ("CSO") Mortality Table

M A L E		F E M A L E		U N I S E X	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
15	0.055	15	0.030	15	0.055
16	0.065	16	0.033	16	0.065
17	0.074	17	0.034	17	0.074
18	0.079	18	0.037	18	0.079
19	0.082	19	0.038	19	0.082
20	0.083	20	0.039	20	0.083
21	0.084	21	0.041	21	0.084
22	0.085	22	0.042	22	0.085
23	0.087	23	0.043	23	0.087
24	0.088	24	0.044	24	0.088
25	0.091	25	0.046	25	0.091
26	0.095	26	0.048	26	0.095
27	0.098	27	0.051	27	0.098
28	0.097	28	0.053	28	0.097
29	0.096	29	0.056	29	0.096
30	0.095	30	0.058	30	0.095
31	0.094	31	0.063	31	0.094
32	0.095	32	0.066	32	0.095
33	0.097	33	0.071	33	0.097
34	0.099	34	0.077	34	0.099
35	0.103	35	0.083	35	0.103
36	0.109	36	0.089	36	0.109
37	0.116	37	0.095	37	0.116
38	0.124	38	0.100	38	0.124
39	0.133	39	0.105	39	0.133
40	0.143	40	0.112	40	0.143
41	0.156	41	0.119	41	0.156
42	0.171	42	0.128	42	0.171
43	0.189	43	0.138	43	0.189
44	0.210	44	0.149	44	0.210
45	0.231	45	0.163	45	0.231
46	0.253	46	0.180	46	0.253
47	0.271	47	0.198	47	0.271
48	0.285	48	0.220	48	0.285
49	0.303	49	0.244	49	0.303
50	0.326	50	0.270	50	0.326
51	0.355	51	0.300	51	0.355
52	0.392	52	0.333	52	0.392
53	0.434	53	0.368	53	0.434
54	0.486	54	0.405	54	0.486
55	0.543	55	0.447	55	0.543
56	0.605	56	0.493	56	0.605

## Maximum Cost of Insurance Rates

### 2001 CSO Mortality Table

M A L E		F E M A L E		U N I S E X	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
57	0.663	57	0.541	57	0.663
58	0.719	58	0.591	58	0.719
59	0.785	59	0.642	59	0.785
60	0.867	60	0.695	60	0.867
61	0.966	61	0.753	61	0.966
62	1.082	62	0.813	62	1.082
63	1.206	63	0.879	63	1.206
64	1.337	64	0.950	64	1.337
65	1.471	65	1.028	65	1.471
66	1.606	66	1.113	66	1.606
67	1.747	67	1.207	67	1.747
68	1.895	68	1.309	68	1.895
69	2.058	69	1.423	69	2.058
70	2.245	70	1.553	70	2.245
71	2.476	71	1.698	71	2.476
72	2.745	72	1.858	72	2.745
73	3.027	73	2.033	73	3.027
74	3.330	74	2.223	74	3.330
75	3.663	75	2.433	75	3.663
76	4.037	76	2.663	76	4.037
77	4.473	77	2.914	77	4.473
78	4.977	78	3.190	78	4.977
79	5.540	79	3.493	79	5.540
80	6.168	80	3.869	80	6.168
81	6.850	81	4.330	81	6.850
82	7.568	82	4.817	82	7.568
83	8.352	83	5.328	83	8.352
84	9.224	84	5.895	84	9.224
85	10.197	85	6.466	85	10.197
86	11.264	86	7.140	86	11.264
87	12.416	87	7.974	87	12.416
88	13.638	88	8.854	88	13.638
89	14.919	89	9.723	89	14.919
90	16.190	90	10.352	90	16.190
91	17.439	91	10.961	91	17.439
92	18.745	92	11.977	92	18.745
93	20.122	93	13.351	93	20.122
94	21.572	94	15.075	94	21.572
95	23.010	95	16.957	95	23.010
96	24.413	96	18.808	96	24.413
97	25.905	97	20.006	97	25.905
98	27.496	98	20.649	98	27.496
99	29.193	99	21.998	99	29.193

Maximum Cost of Insurance Rates

2001 CSO Mortality Table

<b>MALE</b>		<b>FEMALE</b>		<b>UNISEX</b>	
<b>Covered Person's Attained Age Last Birthday</b>	<b>Monthly Rate Per 1,000</b>	<b>Covered Person's Attained Age Last Birthday</b>	<b>Monthly Rate Per 1,000</b>	<b>Covered Person's Attained Age Last Birthday</b>	<b>Monthly Rate Per 1,000</b>
100	30.813	100	23.752	100	30.813
101	32.247	101	25.658	101	32.247
102	33.771	102	27.755	102	33.771
103	35.392	103	30.059	103	35.392
104	37.113	104	32.572	104	37.113
105	38.941	105	35.227	105	38.941
106	40.881	106	37.944	106	40.881
107	42.940	107	40.707	107	42.940
108	45.124	108	43.517	108	45.124
109	47.439	109	46.420	109	47.439
110	49.892	110	49.330	110	49.892
111	52.490	111	52.135	111	52.490
112	55.239	112	54.814	112	55.239
113	58.148	113	57.566	113	58.148
114	61.223	114	61.005	114	61.223
115	64.472	115	64.279	115	64.472
116	67.898	116	67.697	116	67.898
117	71.513	117	71.325	117	71.513
118	75.318	118	74.715	118	75.318
119	79.306	119	78.255	119	79.306
120	83.333	120	83.333	120	83.333

## Table of Attained Age Factors

Mortality: 2001 CSO Mortality Table - Interest: 1st Year 7%; 4% Thereafter

Covered Person's Attained Age <u>Last Birthday</u>	MALE	FEMALE	UNISEX
15	9.37008	11.06977	9.37008
16	9.05703	10.68072	9.05703
17	8.76080	10.30684	8.76080
18	8.47934	9.94640	8.47934
19	8.20850	9.59968	8.20850
20	7.94600	9.26522	7.94600
21	7.69102	8.94179	7.69102
22	7.44287	8.62971	7.44287
23	7.20143	8.32791	7.20143
24	6.96700	8.03606	6.96700
25	6.73938	7.75436	6.73938
26	6.51875	7.48243	6.51875
27	6.30556	7.22033	6.30556
28	6.09886	6.96764	6.09886
29	5.89728	6.72394	5.89728
30	5.70082	6.48886	5.70082
31	5.50946	6.26202	5.50946
32	5.32317	6.04371	5.32317
33	5.14235	5.83320	5.14235
34	4.96708	5.63067	4.96708
35	4.79738	5.43595	4.79738
36	4.63342	5.24883	4.63342
37	4.47526	5.06868	4.47526
38	4.32277	4.89513	4.32277
39	4.17594	4.72767	4.17594
40	4.03446	4.56603	4.03446
41	3.89839	4.41024	3.89839
42	3.76760	4.26015	3.76760
43	3.64205	4.11559	3.64205
44	3.52175	3.97649	3.52175
45	3.40656	3.84275	3.40656
46	3.29609	3.71436	3.29609
47	3.19007	3.59122	3.19007
48	3.08791	3.47315	3.08791
49	2.98907	3.36009	2.98907
50	2.89364	3.25187	2.89364
51	2.80166	3.14826	2.80166
52	2.71327	3.04918	2.71327
53	2.62858	2.95444	2.62858
54	2.54753	2.86382	2.54753
55	2.47020	2.77710	2.47020

## Attained Age Factors

Mortality: 2001 CSO Mortality Table - Interest: 1st Year 7%; 4% Thereafter

Covered Person's  
Attained Age Last

Birthday

	MALE	FEMALE	UNISEX
56	2.39646	2.69417	2.39646
57	2.32611	2.61489	2.32611
58	2.25865	2.53905	2.25865
59	2.19377	2.46638	2.19377
60	2.13148	2.39662	2.13148
61	2.07192	2.32958	2.07192
62	2.01523	2.26515	2.01523
63	1.96143	2.20318	1.96143
64	1.91034	2.14356	1.91034
65	1.86174	2.08619	1.86174
66	1.81537	2.03100	1.81537
67	1.77094	1.97791	1.77094
68	1.72827	1.92687	1.72827
69	1.68719	1.87781	1.68719
70	1.64764	1.83069	1.64764
71	1.60966	1.78550	1.60966
72	1.57345	1.74224	1.57345
73	1.53910	1.70082	1.53910
74	1.50640	1.66117	1.50640
75	1.47520	1.62321	1.47520
76	1.44542	1.58688	1.44542
77	1.41706	1.55207	1.41706
78	1.39018	1.51874	1.39018
79	1.36488	1.48680	1.36488
80	1.34113	1.45617	1.34113
81	1.31891	1.42708	1.31891
82	1.29813	1.39981	1.29813
83	1.27859	1.37414	1.27859
84	1.26022	1.34986	1.26022
85	1.24302	1.32693	1.24302
86	1.22702	1.30500	1.22702
87	1.21222	1.28419	1.21222
88	1.19856	1.26487	1.19856
89	1.18598	1.24684	1.18598
90	1.17436	1.22976	1.17436
91	1.16342	1.21238	1.16342
92	1.15279	1.19415	1.15279
93	1.14226	1.17576	1.14226
94	1.13152	1.15750	1.13152
95	1.12018	1.13943	1.12018
96	1.10739	1.12092	1.10739
97	1.09184	1.10078	1.09184
98	1.07166	1.07644	1.07166
99	1.03421	1.03421	1.03421

## Attained Age Factors

Mortality: 2001 CSO Mortality Table - Interest: 1st Year 7%; 4% Thereafter

Covered Person's

Attained Age

Last Birthday

	<b>MALE</b>	<b>FEMALE</b>	<b>UNISEX</b>
<b>100</b>	1.00000	1.00000	1.00000
<b>101</b>	1.00000	1.00000	1.00000
<b>102</b>	1.00000	1.00000	1.00000
<b>103</b>	1.00000	1.00000	1.00000
<b>104</b>	1.00000	1.00000	1.00000
<b>105</b>	1.00000	1.00000	1.00000
<b>106</b>	1.00000	1.00000	1.00000
<b>107</b>	1.00000	1.00000	1.00000
<b>108</b>	1.00000	1.00000	1.00000
<b>109</b>	1.00000	1.00000	1.00000
<b>110</b>	1.00000	1.00000	1.00000
<b>111</b>	1.00000	1.00000	1.00000
<b>112</b>	1.00000	1.00000	1.00000
<b>113</b>	1.00000	1.00000	1.00000
<b>114</b>	1.00000	1.00000	1.00000
<b>115</b>	1.00000	1.00000	1.00000
<b>116</b>	1.00000	1.00000	1.00000
<b>117</b>	1.00000	1.00000	1.00000
<b>118</b>	1.00000	1.00000	1.00000
<b>119</b>	1.00000	1.00000	1.00000
<b>120</b>	1.00000	1.00000	1.00000



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

## PruBenefit Select<sup>SM</sup> Assignment Certificate

**Assignment Certificate Holder:** John Doe

**Assignment Certificate Number:** #####

This Assignment Certificate is issued in connection with an Assignment of Coverage (the "Assignment") under the group flexible premium variable universal life insurance contract (the "Group Contract") from the Contract Holder to a Covered Person or to a trust established by a Covered Person (the "Certificate Holder"). This Assignment Certificate is issued by The Prudential Insurance Company of America ("Prudential") to the Certificate Holder. This Assignment Certificate issued to the Certificate Holder supersedes the Certificate of Coverage issued to the Covered Person under the Group Contract.

Prudential will provide or pay the Death Benefit of the Coverage to the Certificate Holder's Beneficiary, subject to this Assignment Certificate's terms and conditions. The Death Benefit may be fixed or variable. The value of such Coverage will reflect the value of the insurance, including Cash Value, as of the effective date of the Assignment. After the Contract Holder assigns Coverage to a Covered Person, the Contract Holder has no rights with respect to the assigned Coverage. The Certificate Holder has no rights with respect to the Group Contract.

This Assignment Certificate describes the Certificate Holder's rights and responsibilities with respect to such Coverage. A Certificate Holder has all the rights of a Contract Holder with respect to his or her Coverage, except as set forth in this Assignment Certificate.

This Assignment Certificate is issued in connection with a Group Contract that is non-participating. This means that the Group Contract and this Assignment Certificate will not share in the profits or surplus earnings of Prudential. Prudential will pay no dividends on the profits or surplus.

Prudential will charge for benefits on a pooled, non-experience rated standard claimed basis. This Assignment Certificate is governed by the laws of the State of Arkansas.

**NOTICE: The amount and duration of the Death Benefit may be fixed or variable and the Cash Value may increase or decrease daily, depending on the payment of premium contributions, the investment experience of the Variable Investment Option(s), the amount of interest, if any, credited to the Fixed Interest Rate Option and the charges made. There is no guaranteed minimum Cash Value.**

**PLEASE REVIEW THIS ASSIGNMENT CERTIFICATE AND THE PROSPECTUS CAREFULLY:**  
 PruBenefit Select is issued by Prudential. It is offered by prospectus only through Pruco Securities, LLC ("Prusec") or through broker-dealers that have selling agreements with Prusec. <sup>A</sup>[Prudential and Prusec are both located at 751 Broad Street, Newark, New Jersey 07102], and are Prudential Financial companies.

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# Schedule of Benefits

## GENERAL INFORMATION:

Contract Holder	<u>NAME OF EMPLOYER OR EMPLOYER TRUST</u>
Group Contract Number	<u>#####</u>
Effective Date of the Assignment:	<u>DATE.</u>
Coverage Effective Date:	<u>DATE.</u>
Minimum Coverage Amount (the sum of the Minimum Basic Insurance and the Minimum Target Insurance):	\$100,000
Type of Death Benefit:	[Type A (fixed) / Type B (variable) / Type C (return of premium)].
<sup>B</sup> [Interest rate for Type C Death Benefits	Rate between 0% and 8% in 1/2% increments.]
Net Amount at Risk Maximum at issue:	<sup>C</sup> [\$#]
Minimum Amount the Certificate Holder may Withdraw:	\$1,000(One Thousand Dollars) per withdrawal.
Minimum Amount the Certificate Holder may Borrow:	\$1,000 (One Thousand Dollars) per loan.
Minimum Subsequent Premium Contributions:	\$1,000 (One Thousand Dollars)

## BASIC INSURANCE AND COVERAGE LIMITATIONS:

Coverage Amount:	\$#
Minimum Basic Insurance:	\$5,000
Minimum Decrease in Basic Insurance:	\$5,000

## TARGET TERM INSURANCE AND COVERAGE LIMITATIONS:

Coverage Amount:	\$#.
Minimum Target Term Insurance:	\$5,000
Minimum Decrease in Target Term Insurance:	\$5,000

Attest: \_\_\_\_\_

# Schedule of Charges

The first table summarizes the maximum fees and expenses that the Certificate Holder will pay at the time he or she makes a premium payment, surrenders this Coverage or transfers amounts between Variable Investment Options.

Transaction Fees		
Charge	When Charge is Deducted	Maximum Amount Deductible
Premium Load <sup>1</sup>	Deducted from premium payments	<sup>D</sup> [8.50]% of each Target Premium and <sup>D</sup> [2.00]% of Excess Premium in Coverage Years 1 through 4  <sup>D</sup> [3.75]% of each Target Premium and <sup>D</sup> [2.00]% of Excess Premium in Coverage Years 5 through 9  <sup>D</sup> [3.75]% of any premium received in Coverage Years 10 and later
Surrender Fee Charge	Deducted upon Surrender	\$0
Transfer Fee Charge	Each transfer <del>exceeding 12 in any Coverage Year</del>	<sup>E</sup> [\$25]

<sup>1</sup> The Premium Load includes an amount to cover the cost of commissions; advertising and the printing and distribution of prospectuses and sales literature; any federal, state or local income, premium, excise, business tax or any other type of charge, or component thereof, measured by or based upon the amount of premium received by Prudential. ~~In Oregon, this is called a premium-based administrative charge.~~

The second table describes the maximum Coverage fees and expenses that the Certificate Holder will pay periodically during the time he or she owns this Coverage, not including the Funds' fees and expenses.

Periodic Contract Charges other than the Funds' Fees and Expenses		
Charge	When Charge is Deducted	Maximum Amount Deductible
Cost of Insurance ("COI") for the Basic Insurance	Monthly	\$83.333 per \$1,000 of Net Amount at Risk ("NAR")
COI for the Target Term Insurance	Monthly	\$ 83.333 per \$1,000 of Net Amount at Risk

		("NAR")
<b>Mortality and Expense Risk Charge</b>	Monthly	<sup>F</sup> [0.04]% of assets in Variable Investment Options
<b>Net interest on loans <sup>1</sup></b>	Annually	1%
<b>Administrative Charge</b>	Monthly	<sup>G</sup> [\$10]

<sup>1</sup> The net interest on loans reflects the net difference between a standard loan with an effective annual interest charge of 5% and an effective annual interest credit equal to 4%. See **Loans**.

**CHARGES DEDUCTED FROM PREMIUM CONTRIBUTION PAYMENTS:**

**Premium Load:**

This charge is deducted to compensate Prudential for the costs of selling the Group Contract, including an amount to cover the cost of any: federal, state or local income, premium, excise, business tax or any other type of charge, or component thereof, measured by or based upon the amount of premium Prudential receives; commissions; advertising and the printing and distribution of prospectuses and sales literature. The Premium Load is deducted from each premium contribution.

For the first four (4) years of each Basic Insurance Coverage Segment, **Prudential may charge up to a maximum of <sup>D</sup>[8.50]% of premiums received each Coverage Year up to the Target Premium and <sup>D</sup>[2.00]% of Excess Premium. In Coverage Years five (5) through nine (9), Prudential may charge up to a maximum of <sup>D</sup>[3.75]% of premiums received each Coverage Year up to the Target Premium and <sup>D</sup>[2.00]% of Excess Premium. In Coverage Years 10 and later, Prudential may charge a maximum of <sup>D</sup>[3.75%] of any premiums received.** The Target Premium is a factor per \$1000 of Basic Insurance based on issue age and gender. Any premium received by Prudential in excess of the Target Premium in the same Coverage Year will be treated as Excess Premium. The total Premium Load equals the Premium Load on the Target Premium plus the Premium Load on Excess Premium, if any.

If there are two or more Basic Insurance Coverage Segments, the Target Premium is calculated separately for each segment. When premiums are paid, each premium payment is allocated to each Basic Insurance Coverage Segment based on the proportion of its Target Premium to the total of all Target Premiums currently in effect. The Target Premium for each Coverage Segment will vary by the Covered Person's gender and issue age on the Coverage Segment's effective date.

**CHARGES DEDUCTED FROM THE COVERAGE FUNDS:**

**Cost of Insurance:**

Prudential deducts a monthly COI charge proportionately ~~(or as the Certificate Holder directs)~~ from the dollar amounts held in each of the chosen Variable Investment Options and the Fixed Interest Rate Option. The purpose of this charge is to provide insurance coverage.

On each Monthly Date, Prudential will deduct a charge for the COI from the Coverage Fund. Prudential will compute the COI for both the Basic Insurance and any Target Term Insurance. The COI is based on the same mortality table as was applied to the Coverage prior to the assignment. The maximum COI charge will be based on:

- (1) the <sup>H</sup><sub>T</sub>1980 Commissioners Standard Ordinary (Sex-distinct, Ultimate, Composite) on an Age Last Birthday (ALB) basis ("1980 CSO") Mortality Tables if the Coverage was issued prior to January 1, 2009, or the 2001 Commissioners Standard Ordinary (Sex-distinct, Ultimate, Composite) on an Age Last Birthday (ALB) basis ("2001 CSO") Mortality Tables if the Coverage was issued on or after January 1, 2009 ~~("CSO") Mortality Tables] without Ten-Year Select Mortality Factors Attained Age as of age last birthday;~~
- (2) the Extra Rating Class, if any, of the Certificate Holder; and
- (3) the Attained Age and gender of the Certificate Holder.

Prudential will determine annually the COI rate for each currently effective Coverage (Basic Insurance Coverage and Target Term Insurance, if any) shown in the Benefit Summary Report, subject to the maximum COI charge. The maximum COI charge will be based on: the <sup>H</sup><sub>T</sub>1980 CSO Mortality Table or the 2001 CSO Mortality Table as described above. If there is only one Coverage Segment currently in effect, **Prudential will multiply the rate by the Net Amount at Risk divided by 1.0032737 to compute the maximum charge for the COI.**

If there are two or more Coverage Segments (in any combination of Basic Insurance and Target Term Insurance) currently in effect, Prudential will first allocate the total Net Amount at Risk to each Coverage Segment based on the proportion of the Coverage Segment to the total of all Coverage Segments currently in effect. Prudential will multiply the rate(s) by the allocated Net Amount at Risk for each Coverage Segment divided by 1.0032737 and add the results to determine the total maximum charge for the COI.

Non-smoker rates may provide more favorable cost of insurance rates than smokers. Prudential charges a higher cost of insurance rate and/or an extra amount if an additional mortality risk is involved.

The Certificate Holder may qualify for a change in rating after the first Coverage Anniversary if the Certificate Holder becomes a non-smoker, if in Prudential's sole discretion, it determines that the Certificate Holder is eligible for a change to his or her smoking status based upon Prudential's general underwriting guidelines in effect at the time of the request. To request the change in rating, the Certificate Holder must submit the request in writing, on a form acceptable to Prudential. If Prudential asks the Certificate Holder to do so, the Certificate Holder must send Prudential the Assignment Certificate and the Benefit Summary Report to be endorsed.

Any evidence of insurability that the Certificate Holder must provide in connection with the change in rating described immediately above shall be attached to and made a part of this Assignment Certificate and the Group Contract. Prudential may contest a claim based upon the Certificate Holder's evidence of insurability provided in connection with the request. Prudential may contest this Assignment Certificate for no more than an additional two (2) years following the date of the change in rating, but only with regard to the amount of insurance attributable to the reduction in premium.

### **Mortality and Expense Risk Charge:**

This charge is intended to compensate Prudential for assuming mortality and expense risks under this Coverage. The mortality risk Prudential assumes is that the Certificate Holder may live for shorter periods of time than Prudential estimated when mortality charges were determined. The expense risk Prudential assumes is that expenses incurred in issuing and administering this Coverage will be greater than Prudential estimated in fixing Prudential's administrative charges. This charge is not assessed against amounts allocated to the Fixed Interest Rate Option.

**Each month Prudential deducts proportionately from the dollar amounts held in each of the chosen Variable Investment Options a charge based on the assets of the Variable Investment Options up to a maximum of <sup>F</sup>[0.04]% on the assets of the Variable Investment Options. Prudential will reassess this charge annually, subject to the maximum mortality and expense risk charge.**

**Administrative Charge:**

This charge is intended to compensate Prudential for processing claims, keeping records, communicating with Certificate Holder and similar activities.

Prudential deducts a monthly administrative charge of up to a maximum of <sup>G</sup>[\$10], proportionately from the dollar amounts held in each of the chosen Variable Investment Options and/or the Fixed Interest Rate Option. ~~This charge is intended to compensate Prudential for processing claims, keeping records, communicating with Certificate Holder and similar activities.~~

**Transaction-Transfer Charges:**

Prudential may impose a transfer charge~~charge a transaction fee~~ of up to a maximum of <sup>E</sup>[\$25] for each transfer ~~exceeding 12 in any Coverage Year~~. Prudential deducts the charge proportionately from the dollar amounts held in each of the chosen Variable Investment Options and/or the Fixed Interest Rate Option.

**FUND CHARGES:**

The Funds pay certain fees and expenses as described in the prospectuses for the Funds. Some of those fees and expenses may be paid to Prudential and its affiliates. Funds may change their fees and expenses. See the current prospectuses for the Funds.

# Variable Universal Life Insurance Coverage

This insurance provides coverage only on the life of a Certificate Holder.

## A. DEATH BENEFIT.

If a person dies while a Certificate Holder, a Death Benefit is payable to the Beneficiary provided Prudential receives proof of death acceptable to Prudential.

If the Coverage is not in default, the amount Prudential will pay will be the Death Benefit determined as of the date of the death of the Certificate Holder, reduced by any Coverage Debt, including any existing Contract Debt with respect to the Certificate Holder's Coverage incurred by the Contract Holder prior to the Assignment.

If the Coverage is in default, and the death of the Certificate Holder occurs during the grace period, Prudential will pay the Death Benefit, reduced by any Coverage Debt and by the amount needed to pay charges through the date of death.

If a Certificate Holder dies past the grace period, Prudential will not pay a Death Benefit.

**Death Benefit Payment:** Generally, Prudential will pay the Death Benefit to the Beneficiary within seven (7) days after Prudential receives proof of death acceptable to Prudential. However, Prudential may delay payment of proceeds from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

The Beneficiary shall submit to Prudential proof of a Certificate Holder's death. Proof of a Certificate Holder's death means an original death certificate with a raised seal, or a photocopy of the death certificate initialed to indicate that the party submitting the claim has viewed the original.

**Interest on Death Benefit:** Any Death Benefit payment described above will be credited with interest in accordance with applicable laws.

**Death Benefit Types:** The Group Contract offers three types of Death Benefit applicable to a Coverage: A, B, and C. At the time Prudential issued the Group Contract, the Contract Holder selected the type of Death Benefit applicable to each Coverage. The Death Benefit type is shown in this Assignment Certificate's Schedule of Benefits. The Certificate Holder may change the Contract Holder's initial Death Benefit type selection subject to the restrictions set forth below. The Attained Age Factors are shown in the Table of Attained Age Factors attached to this Assignment Certificate. For the purposes of computing the Death Benefit, if the Coverage Fund is less than zero, Prudential will consider it to be zero.

For all Death Benefit types, when a Covered Person attains age <sup>K</sup>[100-121], the Coverage's Death Benefit will equal the Cash Value, less any Coverage Debt outstanding and any past due monthly charges for such Coverage. See **Attainment of Age <sup>K</sup>[100-121]**.

**Type A (fixed):** The Death Benefit on any date is equal to the greater of: (1) the Coverage Amount (as shown in the Schedule of Benefits); **and/or** (2) the Coverage Fund before deduction of any monthly charges due on that date, multiplied by the applicable Attained Age Factor.

**Type B (variable):** The Death Benefit on any date is equal to the greater of: (1) the Coverage Amount (as shown in the Schedule of Benefits) plus the Coverage Fund before deduction of any monthly charges due on that date; **and/or** (2) the Coverage Fund before deduction of any monthly charges due on that date, multiplied by the applicable Attained Age Factor.

**Type C (return of premium):** The Death Benefit on any date is equal to the greater of: (1) the Coverage Amount (as shown in the Schedule of Benefits) plus the total premium contributions paid for such Coverage minus total withdrawals from the Coverage Fund both accumulated with interest at the rate(s) shown in the Benefit Summary Report; **and/or** (2) the Coverage Fund before deduction of any monthly charges due on that date, multiplied by the applicable Attained Age Factor. Premiums paid in connection with a reinstatement are not used in the calculation to determine the Type C (return of premium) Death Benefit.

For all death benefit types to determine the Death Benefit, Prudential may use the greater amount under (2) above to ensure that the Coverage complies with the Internal Revenue Code's definition of life insurance.

**Changing the Type C (return of premium) Death Benefit Interest Rate:** The Certificate Holder may not change the Type C (return of premium) Death Benefit Interest Rate. The interest rate applicable to the Type C (return of premium) Death Benefit is shown in the Schedule of Benefits.

**Changing the Type of Death Benefit:** Subject to the restrictions set forth below, the Certificate Holder may change the type of Death Benefit any time after Coverage has been assigned and subject to Prudential's approval. Prudential will increase or decrease the Coverage Amount so that the Death Benefit immediately after the change, generally, matches the Death Benefit immediately before the change. The Basic Insurance after a change may not be lower than the Minimum Basic Insurance. In addition, the sum of the Basic Insurance and the Target Term Insurance must equal or exceed the Minimum Coverage Amount stated in the Schedule of Benefits.

**From a Type A (fixed) Death Benefit:** After issue or after the Contract Holder has assigned Coverage to a Certificate Holder, the Certificate Holder may not change from a Type A (fixed) Death Benefit to a Type B (variable) Death Benefit or Type C (return of premium) Death Benefit.

**From a Type B (variable) Death Benefit:** If the Certificate Holder is changing from a Type B (variable) to a Type A (fixed) Death Benefit, Prudential will increase the Coverage Amount by the amount in the Coverage Fund on the date the change takes effect.

If the Contract Holder chooses a Type B (variable) Death Benefit at issue, the Certificate Holder will NOT be able to change to a Type C (return of premium) Death Benefit.

**From a Type C (return of premium) Death Benefit:** If the Certificate Holder changes the Death Benefit type from a Type C (return of premium) to a Type A (fixed) Death Benefit, Prudential will change the Coverage Amount. Prudential will add to the Coverage Amount the total premiums minus total withdrawals both, credited with interest at the rate(s) chosen by the Contract Holder to apply to all Type C (return of premium) Death Benefits under the Group Contract on the date the change takes effect.

If the Contract Holder chooses a Type C (return of premium) Death Benefit at issue, the Certificate Holder will NOT be able to change to a Type B (variable) Death Benefit.

To request a change, the Certificate Holder must fill out an application for change, which can be obtained from the Employer or the Service Office. Prudential may require the Certificate Holder to send it this Assignment Certificate before making the change. If Prudential approves the change, Prudential will recompute the Coverage's charges and appropriate tables and send the Certificate Holder a new Assignment Certificate. There may be circumstances under which a change in the Death Benefit type may

cause the Coverage to be classified as a Modified Endowment Contract. See **Modified Endowment Contracts**.

Attainment of Age <sup>K</sup>[100-121]: For all Death Benefit types, when a Certificate Holder attains age <sup>K</sup>[100-121], the Coverage's Death Benefit will equal the Cash Value, less any Coverage Debt outstanding and any past due monthly charges. For such Coverage, Prudential will then no longer deduct monthly charges for the Cost of Insurance for Basic Insurance and Target Term Insurance, if any, nor accept any contributions.

Prudential will continue to collect the monthly Mortality and Expense Risk Charge and Administrative Charge.

**Target Term Insurance:** This Coverage may provide Target Term Insurance which may be payable on the death of a Certificate Holder. Any such benefit will be payable only if the Coverage is not in default past the grace period at the time of the death.

The Target Term Insurance provides a flexible term insurance benefit to Attained Age 100 of a Certificate Holder. At issue the Contract Holder specifies the amount of Target Term Insurance the Contract Holder desires with respect to the Certificate Holder. That amount will be shown in the Benefit Summary Report. The sum of the Basic Insurance and the Target Term Insurance equals the Coverage Amount.

The value of the Target Term Insurance fluctuates as the value of the Basic Insurance changes under certain circumstances. If the Coverage Fund has grown to the point where the Basic Insurance begins to vary as required by the Internal Revenue Code's definition of life insurance, the Target Term Insurance will decrease (or increase) dollar for dollar as the Basic Insurance increases (or decreases). It is possible for the Coverage Fund and, consequently, the Basic Insurance, to grow to the point where the Target Term Insurance is reduced to zero. If the Coverage provides for a Type A (fixed) Death Benefit and the Certificate Holder takes a withdrawal from the Coverage Fund of such Coverage, Prudential may reduce the Basic Insurance and the Target Term Insurance proportionately if the Death Benefit was previously increased to meet the definition of life insurance.

**Increases in Basic Insurance and/or Target Term Insurance:** The Certificate Holder may not request an increase the Basic Insurance and/or the Target Term Insurance.

**Scheduled Increases in Basic Insurance and/or Target Term Insurance:** Prior to the Assignment, the Contract Holder may have requested scheduled increases on designated Coverage Anniversaries for the Target Term Insurance only; or if the Coverage at issue included Basic Insurance and Target Term Insurance, so long as the scheduled increase proportionately increased the Basic Insurance and Target Term Insurance. At the Certificate Holder's discretion, the scheduled increases may remain in effect. The Certificate Holder may not request changes to scheduled increases other than termination of the scheduled increases.

**Decreases in Basic Insurance and/or Target Term Insurance:** The Certificate Holder may request a decrease the Basic Insurance and/or the Target Term Insurance without withdrawing any Cash Value. A decrease in the Basic Insurance and/or Target Term Insurance will reduce the Coverage Amount and the monthly deductions for the cost of insurance.

The following conditions must be met:

- (1) the Certificate Holder must ask for the change in a form that meets Prudential's needs;
- (2) the amount of the decrease must be at least equal to the minimum decrease in the Basic Insurance and/or the Target Term Insurance shown in the Schedule of Benefits;
- (3) the Basic Insurance and/or the Target Term Insurance after the decrease must be at least equal to the Minimum Basic Insurance and /or the Target Term Insurance shown in the Schedule of Benefits; and
- (4) if Prudential asks the Certificate Holder to do so, the Certificate Holder must send Prudential this Assignment Certificate.

If Prudential approves the decrease, Prudential will send the Certificate Holder a new Assignment Certificate showing the amount and effective date of the change.

For a Coverage with more than one Coverage Segment, a decrease in Basic Insurance and/or the Target Term Insurance will reduce each Coverage Segment on a last in first out basis.

Prudential may decline a request to decrease the Basic Insurance and/or the Target Term Insurance for any Coverage if Prudential determines it would cause the Coverage to fail to qualify as "life insurance" for purposes of Section 7702 of the Internal Revenue Code.

If the Basic Insurance and/or the Target Term Insurance is decreased, there is a possibility that the Coverage will be classified as a Modified Endowment Contract. See **Modified Endowment Contracts**.

## B. BENEFICIARY.

When the Contract Holder assigns Coverage to the Certificate Holder, the Certificate Holder's designation of the Contract Holder as Beneficiary is automatically revoked. The Certificate Holder must designate a new Beneficiary for the Coverage by giving written notice to Prudential on a form acceptable to Prudential. If the Certificate Holder designated a Personal Beneficiary, then upon the assignment, the Personal Beneficiary automatically becomes the Beneficiary for the entire Death Benefit. If the Certificate Holder does not designate a Beneficiary at the time Coverage is assigned and does not have a Personal Beneficiary, then the Certificate Holder's estate is the Beneficiary.

The Certificate Holder may change his or her Personal Beneficiary designation by giving written notice to Prudential on a form acceptable to Prudential. The Certificate Holder's Personal Beneficiary is shown in the Benefit Summary Report.

Prudential reserves the right to decide what proof of identity, age or other facts about any persons designated as Personal Beneficiaries it may require before it makes a payment to a Personal Beneficiary.

## C. PREMIUM PAYMENT AND PREMIUM ALLOCATION.

Subject to the limitations below, additional premium contributions may be paid at any time as long as the Coverage is not in default beyond the grace period. Subsequent premium payments are subject to a minimum payment. See **Schedule of Benefits**. Such subsequent premium payment will be reduced for the Premium Load as described in the Schedule of Charges. The balance is the Net Premium which is then allocated to the Coverage Fund on the payment date. See **Premium Allocation**.

Premium contributions must be paid in accordance with the General Rules. Prudential will provide a signed receipt upon request.

Prudential may refuse to accept a premium payment:

- (1) that would, in the opinion of Prudential, cause a Coverage to fail to qualify as life insurance under applicable tax law;
- (2) that increases the Death Benefit by more than it increases the Coverage Fund; and
- (3) if the NAR exceeds the Net Amount at Risk Maximum at issue stated in the Schedule of Benefits. Prudential will only accept any premium payment necessary to keep the Coverage in force.

Furthermore, there are circumstances under which the payment of premiums in amounts that are too large may cause the Coverage to be characterized as a Modified Endowment Contract. See **Modified Endowment Contracts**. If a premium payment would cause the Coverage to be characterized as a Modified Endowment Contract, Prudential will send the Certificate Holder a letter to advise the Certificate Holder of the Certificate Holder's options. Generally, the Certificate Holder has 60 days from when Prudential received the premium payment to remove the excess premiums and any accrued interest. If the Certificate Holder chooses not to remove the excess premium and accrued interest, the Coverage will become permanently characterized as a Modified Endowment Contract.

**Modified Endowment Contracts:** Section 7702A of the Internal Revenue Code defines Modified Endowment Contracts as those life insurance contracts issued or materially changed on or after June 21, 1988 on which the total premium paid during the first seven (7) years exceed the amount that would have been paid if the contract provided for paid up benefits after seven (7) level annual premiums. Under certain conditions, a contract may become a modified endowment contract, or may become subject to a new seven (7) year testing period as a result of a "material change" or a "reduction in benefits" as defined by Section 7702A(c) of the Internal Revenue Code.

A Coverage could be classified as a Modified Endowment Contract if premiums in amounts that are too large are paid or a decrease in the Coverage Amount is made during a seven (7) year testing period. The addition of an increase in the Coverage Amount may also cause a Coverage to be classified as a Modified Endowment Contract if a significant premium is paid in conjunction with an increase.

Under current tax law, if a Coverage is classified as a Modified Endowment Contract, then amounts the Contract Holder receives under a Coverage before the Certificate Holder's death, including loans and withdrawals, are included in income to the extent that the Coverage Fund exceeds the premiums paid for such Coverage increased by the amount of any loans previously included in income and reduced by any untaxed amounts previously received other than the amount of any loans excludible from income. An assignment of a Modified Endowment Contract is taxable in the same way. These rules also apply to pre-death distributions, including loans and assignments, made during the two-year period before the time that a Coverage became a Modified Endowment Contract.

**Premium Allocation:** The Net Premium will be allotted to one or more of the Variable Investment Options and/or the Fixed Rate Interest Option shown in the List of Investment Options. The allotment for each Investment Option will be made as instructed by the Certificate Holder, on a form acceptable to Prudential, as of the end of the Valuation Period in which it is received in Good Order. The total allocation to all selected investment options must equal 100%.

The Certificate Holder may change the allocation for future Net Premium contributions at any time if the Coverage is not in default. To change the allocations, the Certificate Holder must notify Prudential in a form approved by Prudential. The change will take effect on the date Prudential receives notice from the Certificate Holder. Prudential will send the Certificate Holder a confirmation of the transaction.

**Default Allocation:** Prudential will allocate premiums immediately to the money market variable investment option if a premium contribution or transfer request would exceed a limit applicable to any variable investment option, or the underlying Fund is unable to accept the allocation for any reason. The Certificate Holder may reallocate from the money market variable investment option by providing new allocation instructions acceptable to Prudential.

**D. COVERAGE FUND.**

After the Coverage Effective Date, the Coverage Fund is equal to what it was on the prior day *plus* these items:

- (1) any Net Premiums credited that day;
- (2) any increase in the market value of the assets held in the Variable Investment Options to which Net Premiums have been allocated;
- (3) any interest credited to the Fixed Interest Rate Option;
- (4) any interest credited on the Loan Account, if any; and
- (5) any amount credited in accordance with the General Rules;

and *less* any of these items applicable that day:

- (6) any decrease in the market value of the assets held in the Variable Investment Options to which Net Premiums have been allocated;
- (7) any amount charged in the Schedule of Charges;
- (8) any withdrawals;
- (9) any refunds or charges made in accordance with the General Rules; and
- (10) any adjustment due to the termination of coverage.

**E. DEDUCTION OF CHARGES.**

Prudential will automatically deduct the applicable charges due from the Coverage Fund.

When coverage ends for whatever reason, Prudential will determine and deduct the charges due in accordance with the current charges through the date the coverage ends.

**F. VARIABLE INVESTMENT OPTIONS.**

Each Variable Investment Option under this Assignment Certificate is a sub-account of a Separate Account of Prudential. The Variable Investment Options invests in the shares of a Fund. The Variable Investment Options available under this Assignment Certificate are shown in the List of Investment Options. Each Fund has its own investment objective and associated risks which are described in the accompanying Fund prospectuses.

Amounts the Certificate Holder allocates to the Variable Investment Options may grow in value, decline in value or grow less than the Certificate Holder expects, depending on the investment performance of the Variable Investment Options the Certificate Holder chooses. The Certificate Holder bears the investment risk that the Funds may not meet their investment objectives. The Certificate Holder may lose his or her entire investment in the Variable Investment Options.

Prudential may establish additional Variable Investment Options. Prudential will notify the Certificate Holder within one (1) year if Prudential does so. Prudential may also eliminate existing Variable Investment Options, but only, where required, with the consent of the SEC and, where required, of the insurance regulator of the state of domicile of Prudential and/or the Governing Jurisdiction of the Group Contract.

A Separate Account is a segregated asset account established by Prudential. Prudential is the owner of the assets in the Separate Account, including for federal income tax purposes. Prudential keeps the assets of the Separate Account separate from the assets of its general account. As authorized by the terms of Section

17B:28-9(c) of the New Jersey Insurance Code, the assets held in the Separate Accounts shall not be chargeable with liabilities arising out of any other business of Prudential. For this purpose, "Assets" means only those Assets held in the Separate Accounts needed to satisfy Prudential's obligations under the contracts that participate in such Separate Accounts. Assets held in each Variable Investment Option shall not be chargeable with liabilities arising in connection with any other Variable Investment Option.

In addition to these assets, the Separate Account's assets may include amounts contributed by Prudential to commence operation of the Separate Account and may include accumulations of the charges Prudential makes against the Separate Account. From time to time, Prudential will transfer these additional amounts to its general account. Before making any such transfer, Prudential will consider any possible adverse impact the transfer might have on the Separate Account.

The assets of the Separate Account shall be available to cover the liabilities of the general account only to the extent that the assets exceed the liabilities of the Separate Account arising under the variable universal life insurance policies supported by the Separate Account.

Income, gains and losses, whether or not realized, from assets allocated to a Variable Investment Option, shall be credited to or charged against such Variable Investment Option without regard to other income, gains or losses of Prudential.

**Separate Account Investments:** Prudential may invest the assets of different Separate Accounts in different ways. Prudential will do so only, where required, with the consent of the SEC and, where required, of the insurance regulator of the state of domicile of Prudential and/or the Governing Jurisdiction of the Group Contract. Prudential may change the investment policy of the Separate Account but only with the consent of the insurance regulator of the state of domicile of Prudential and/or the Governing Jurisdiction of the Group Contract, where required. That approval process is on file with the insurance regulator of the Governing Jurisdiction of the Group Contract, where required.

Valuation: Prudential records and tracks the value of each Certificate Holder's interest in a Variable Investment Option by converting each premium payment into units (each a "Unit") of the Variable Investment Option or Variable Investment Options selected, by dividing the amount of the premium payment by the unit value of the Variable Investment Option to which that premium payment amount has been allocated.

The value of each Unit changes each Business Day (as defined below) to reflect the investment results, expenses and charges of the Variable Investment Option and the corresponding Fund. The value of each Unit is determined when the net asset value of each Fund is calculated, which is generally at the close of the regular trading session of the New York Stock Exchange ("NYSE") each day the NYSE is open (a "Business Day").

On any given Business Day, the value of a Variable Investment Option Unit will be determined by multiplying the value of such Unit for the preceding Business Day by the net investment factor for that Variable Investment Option for the current Business Day. The net investment factor for any Business Day is determined by dividing the value of the Variable Investment Option assets for that day by the value of the Variable Investment Option assets for the preceding Business Day (ignoring, for this purpose, changes resulting from new premium payments and withdrawals).

Prudential converts the dollar amounts of the monthly charges, the Cost of Insurance, Mortality and Expense Risk Charge, and Administrative Charge, into Units. The resulting number of Units are deducted pro-rata from the Variable Investment Options invested in by the Certificate Holder.

Amounts may be transferred from one available Variable Investment Option to another available Variable Investment Option or Variable Investment Options. The transfer may be made in dollars or in terms of a percentage reallocation among Variable Investment Options. In order to account for the transfer, Prudential converts the dollar amount or percentage amount into Units; the resulting number of Units are transferred. Transfers may be subject to limitations. See Transfers. ~~Valuation: Prudential will determine the value of the assets in each Separate Account registered with the SEC under the Investment Company Act of 1940 and any Variable Investment Option on each Business Day.~~

## G. FIXED INTEREST RATE OPTION.

The Certificate Holder may choose to allocate, initially or by transfer, the Coverage Fund to the Fixed Interest Rate Option. Prudential may limit transfers and withdrawals involving the Fixed Interest Rate Option:

- only one (1) transfer per Certificate Holder from the Fixed Interest Rate Option will be permitted during each Coverage Year.
- the maximum amount a Certificate Holder may transfer out of the Fixed Interest Rate Option each Coverage Year is the greater of: (a) 25% of the largest amount in the Fixed Interest Rate Option over the prior four Coverage Years; and (b) \$ 2,000. Prudential will adjust transfers out of the Fixed Interest Rate Option due to withdrawals so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded. If the Fixed Interest Rate Option is the only investment option, Prudential will reduce the amount of the withdrawal so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded.

Prudential may change these limits in the future or waive these restrictions for limited periods of time in a non-discriminatory way.

The amounts allocated to the Fixed Interest Rate Options become part of Prudential's general account. The general account consists of all assets owned by Prudential other than those in the Separate Account and in other separate accounts that have been or may be established by Prudential. Subject to applicable law, Prudential has sole discretion over the investment of the general account assets and contract holders do not share in the investment experience of those assets. Instead, Prudential guarantees that the part of the Coverage Fund allocated to the Fixed Interest Rate Option will accrue interest daily at an effective annual rate that Prudential declares periodically, but not less than an effective annual rate of 2%. Prudential is not obligated to credit interest at a rate higher than an effective annual rate of 2%, although Prudential may do so.

Prudential has the right to postpone paying any part of a withdrawal or surrender that is to come from the Fixed Interest Rate Option for up to six (6) months.

## H. TRANSFERS.

The Certificate Holder may transfer amounts into or out of the Variable Investment Options twice per calendar month, up to 24 transfers per calendar year. Certain restrictions apply to transfers from the Fixed Interest Rate Option. Certain Variable Investment Options may have additional restrictions. ~~The Certificate Holder may, up to 20 times each Coverage Year, transfer amounts among the Variable Investment Options or to the Fixed Interest Rate Option. Certain restrictions apply to transfers from the Fixed Interest Rate Option. Certain Variable Investment Options may have additional restrictions.~~

Each transfer must be made by written notice in a form acceptable to Prudential, sent to the Service Office via electronic mail, facsimile or U.S. mail. There is an administrative charge shown in the Schedule of Charges, for each transfer ~~made exceeding 12 per Coverage in any Coverage Year.~~

Transfers among Variable Investment Options will take effect as of the end of the Valuation Period in which a transfer request is received in Good Order at the Prudential Service Office listed in the General Rules. The request may be in terms of dollars, such as a request to transfer \$5,000 from one Variable Investment Option

to another, or may be in terms of a percentage reallocation among Variable Investment Options. The total allocation to all selected investment options must equal 100%.

All transfers made during the period from the opening of a Business Day (usually 9:00 a.m. Eastern time) to the close of that Business Day (usually 4:00 p.m. Eastern time) are considered one transfer.

Transfers due to any fund closures or mergers will not be considered towards ~~the 12 free transfers per Coverage Year or the 20 transfer limit per Coverage Year~~ the transfer limit.

**Fixed Interest Rate Option:** Transfers to or from the Fixed Interest Rate Option are restricted. See **Fixed Interest Rate Option.**

**Additional Transfer Restrictions:** The Assignment Certificate was not designed for professional market timing organizations, other organizations, or individuals using programmed, large, or frequent transfers. Large or frequent transfers among Variable Investment Options in response to short-term fluctuations in markets, sometimes called “market timing”, can make it very difficult for Fund advisers/sub-advisers to manage the Variable Investment Options. Large or frequent transfers may cause a Fund to hold more cash than otherwise necessary, disrupt management strategies, increase transaction costs, or affect performance to the disadvantage of other contract holders or other Fund investors.

If Prudential (in its discretion) believes that a pattern of transfers or a specific transfer request, or group of transfer requests, may have a detrimental effect on the performance of the Variable Investment Options, or Prudential is informed by a Fund (e.g., by the Fund’s adviser/sub-advisers) that the purchase or redemption of interests in the Variable Investment Option must be restricted because the Fund believes the transfer activity to which such purchase or redemption relates would have a detrimental effect on performance of the affected Variable Investment Option, Prudential may modify a Certificate Holder’s right to make transfers by restricting the number, timing, and amount of transfers or may prohibit transfer requests by such Certificate Holder. Prudential reserves the right to prohibit transfer requests made by an individual acting under a power of attorney on behalf of more than one Certificate Holder. Prudential will immediately notify the Certificate Holder at the time of a transfer request if Prudential exercises this right.

Any restrictions on transfers will be applied uniformly to all persons who own Assignment Certificates like this one, and will not be waived, except as described above with respect to transfers from the Fixed Interest Rate Option. However, due to the discretion involved in any decision to exercise Prudential’s right to restrict transfers, it is possible that some Certificate Holders may be able to effect transactions that could affect Fund performance to the disadvantage of other Certificate Holders and other Fund investors.

## I. SURRENDER.

The Certificate Holder may choose to surrender the Coverage at any time. To do so, he or she must notify Prudential in writing on a form acceptable to Prudential. Prudential may require the Certificate Holder to send it this Assignment Certificate. The Coverage will end on the date the request is received in Good Order. Prudential will pay the Surrender Value to the Certificate Holder in a lump sum. The Net Cash Value at any time is the Coverage Fund less any applicable Coverage Debt. If the Coverage is in default, the Net Cash Value is zero.

A Certificate Holder may not surrender the Group Contract. Coverage will not end under this Assignment Certificate due to the Contract Holder’s surrender of the Group Contract.

When this provision becomes effective and the Coverage ends, Prudential will not make any changes set forth in the General Rules.

Prudential will make payments to the Certificate Holder as follows:

- (1) Prudential first will calculate any Coverage Debt and any charges due in accordance with the Schedule of Charges.

- (2) Next, Prudential will deduct the total of the amounts in (1) above from the Coverage Fund. The deductions will take place on the date Prudential receives the surrender request in Good Order.

After the total amounts are calculated above, Prudential will usually pay any Surrender Value within seven (7) days after Prudential receives the request from the Certificate Holder and this Assignment Certificate, if Prudential requires it, at the Prudential Service Office. Payments will be made by wire transfer to the account designated by the Certificate Holder unless the Certificate Holder requests otherwise.

Prudential may delay payment of proceeds from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

Prudential may delay payment of the Surrender Value attributable to the Fixed Interest Rate Option for up to six (6) months. Prudential will pay interest as required by applicable law if such a payment is delayed for more than 30 days.

## J. WITHDRAWALS.

The Certificate Holder may make withdrawals from the Coverage subject to the following conditions and the remainder of this section:

- (1) the Certificate Holder must ask for the withdrawal in a form approved by Prudential;
- (2) the Coverage's Net Cash Value after withdrawal may not be less than an amount equal to the total charges for one (1) month;
- (3) the Certificate Holder may not withdraw less than the minimum amount shown in the Schedule of Benefits;
- (4) the Basic Insurance and/or Target Term Insurance after a withdrawal must be at least equal to the Minimum Basic Insurance and/or Minimum Target Term Insurance shown in the Schedule of Benefits;
- (5) the sum of the Basic Insurance and the Target Term Insurance must equal or exceed the Minimum Coverage Amount shown in the Schedule of Benefits; and
- (6) for a Coverage with a Type A Death Benefit, Prudential may ask for proof that the Certificate Holder is insurable for the resulting increase in the Net Amount at Risk.

Any amount withdrawn may not be repaid except as a premium contribution subject to charges. Prudential reserves the right to refuse a request for a withdrawal that would, in the opinion of Prudential, cause the Coverage to fail to qualify as life insurance under applicable tax law.

**Effect on a Coverage Fund:** An amount equal to the reduction in the Coverage Fund will be withdrawn proportionally from the Variable Investment Options and the Fixed Interest Rate Option unless the Certificate Holder instructs otherwise. The Certificate Holder may not direct a withdrawal to come from the Fixed Interest Rate Option. Prudential will adjust the withdrawal allocation so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded. If the Fixed Interest Rate Option is the only investment option, Prudential will reduce the amount of the withdrawal so that the 25% maximum withdrawal from the Fixed Interest Rate Option is not exceeded.

Withdrawal of any portion of the Net Cash Value increases the risk that the Coverage Fund may be insufficient to provide a Death Benefit. If such a withdrawal is followed by unfavorable investment experience, the Coverage may go into default.

**Effect on Basic Insurance and Target Term Insurance:** Withdrawals will not affect the Basic Insurance or Target Term Insurance with respect to Type B (variable) or Type C (return of premium) Death Benefit except when the Coverage Amount has been increased to ensure that the Coverage continues to satisfy the Internal Revenue Code's definition of life insurance.

If the Certificate Holder requests the withdrawal from a Coverage with a Type A (fixed) Death Benefit and the withdrawal would cause the Net Amount at Risk to increase, the Certificate Holder must prove to Prudential that he or she is insurable for the increase. If the Certificate Holder is not insurable for the increase or the Certificate Holder does not desire to maintain the original Coverage Amount, Prudential will reduce the Basic Insurance and Target Term Insurance, if any, proportionately, using a formula to ensure that the Coverage satisfies the definition of life insurance under Section 7702 of the Internal Revenue Code. If the Basic Insurance and Target Term Insurance are scheduled to change, Prudential will similarly adjust all remaining Basic Insurance and Target Term Insurance to offset the increase. The reduction in the Basic Insurance or Target Term Insurance will never be more than the withdrawal amount. If Prudential reduces the Basic Insurance or the Target Term Insurance, Prudential will recompute the charges and values for the Coverage. Prudential will send the Certificate Holder a new Assignment Certificate showing the new Coverage Amount(s).

After Prudential approves the withdrawal request, Prudential will usually pay any withdrawal amount within seven (7) days after Prudential receives the request from the Certificate Holder and the Benefit Summary Report, if Prudential requires it, at the Prudential Service Office. Payments will be made by wire transfer to the account designated by the Certificate Holder unless the Certificate Holder requests otherwise. Prudential may delay payment of amounts from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

## K. LOANS.

The Contract Holder may assign a Coverage to the Certificate Holder with existing Contract Debt.

Subject to the minimum loan requirement shown in the Schedule of Benefits and the requirements of this provision, the Certificate Holder may at any time borrow any amount up to the current Loan Value of the Coverage less any existing Coverage Debt.

**Date of a Loan:** A loan may take place only on a Business Day. To take out a loan, the Certificate Holder must request it on a form acceptable to Prudential. The dollar value of the loan will be paid to the Certificate Holder within seven days after all the documents required for such a payment are received in Good Order. Prudential will determine the payment amount as of the end of the Valuation Period in which the necessary documents are received by Prudential. However, Prudential may delay payment of proceeds from the Variable Investment Option(s) if the disposal or valuation of the Separate Account's assets is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the SEC, or the SEC declares that an emergency exists.

**Loan Value:** If the Coverage is not in default, the Coverage's Loan Value at any time is equal to 100% of the Cash Value minus total charges for one (1) month.

If the Coverage is in default, the Loan Value is zero.

**Coverage Debt:** Coverage Debt at any time means the loan on the Coverage at that time, plus the interest Prudential has charged that is not yet due and that Prudential has not yet added to the loan.

**Loan Requirements:** For Prudential to approve a loan, the following requirements must be met:

- (1) the Certificate Holder must assign the Coverage to Prudential as sole security for the loan;
- (2) the Certificate Holder must be living; and

(3) the resulting Coverage Debt must not be more than the Loan Value.

If there is already Coverage Debt when the Certificate Holder borrows from Prudential, Prudential will add the new amount the Certificate Holder borrows to that debt.

**Interest Charge:** Prudential will charge interest daily on any loan. Interest is due on the Coverage Anniversary or when the loan is paid back, whichever comes first. If interest is not paid when due, it becomes part of the loan. Prudential will then also start to charge interest on it. Except as stated below, Prudential charges interest at an effective annual rate with a maximum of 5%.

**Preferred Loan:** Unless the Certificate Holder asks Prudential otherwise, a portion of the amount the Certificate Holder may borrow on or after the 10<sup>th</sup> Coverage Anniversary will be considered a preferred loan up to an amount equal to the maximum preferred loan amount described below. Preferred Loans are charged interest at an effective annual rate with a maximum of 4.5%.

**Maximum Preferred Loan Amount:** The maximum preferred loan amount available starting on the 10th Coverage Anniversary is (A) minus (B), where (A) is the total amount the Certificate Holder may borrow, and (B) is the total premium contributions paid less total withdrawals, if any. If (B) is less than zero, Prudential will consider it to be zero.

**Effect on Coverage Fund:** When a Certificate Holder takes a loan, Prudential will transfer an amount equal to the loan proceeds and loan interest that becomes part of the loan, if it is not paid when due, first out of the Variable Investment Options and then the Fixed Interest Rate Option, as applicable, into the general account. Unless the Certificate Holder instructs Prudential to take the loan amount from specific Variable Investment Options and Prudential agrees, the reduction first will be made from the Variable Investment Options in the same proportions as the value of each Variable Investment Option bears to the total value of all Variable Investment Options. The loan amount is deducted from the Fixed Interest Rate Option only when insufficient amounts are deducted from the Variable Investment Options.

A Loan Account that is part of the Coverage Fund will be set up in Prudential's general account whenever the Certificate Holder takes out a loan. While a loan is outstanding, the amount in the Loan Account will continue to be treated as part of the Coverage Fund. Prudential will credit the Loan Account with interest at an effective annual rate of 4%. On each Monthly Date, Prudential will increase the portion of the Coverage Fund in the investment options by interest credits accrued on the loan since the last Monthly Date. The maximum net interest rate spread of a standard loan is 1% and the maximum net interest rate spread of a preferred loan is 0.50%.

Prudential will not increase the portion of the Coverage Fund allocated to the Variable Investment Options and/or the Fixed Interest Rate Option by loan interest that is paid before Prudential makes it part of the loan. Prudential reserves the right to change the manner in which Prudential allocates loan repayments. If Prudential makes such a change, Prudential will do so for all group contracts like the Group Contract. Prudential will send the Certificate Holder notice of any change.

**Repayment:** When the Certificate Holder repays all or part of a loan, Prudential will increase the portion of the Coverage Fund in the Variable Investment Options and/or the Fixed Interest Rate Option by the amount of the loan the Certificate Holder repays plus interest credits accrued on the loan since the last transaction date and reduce the Loan Account. The increase to the Coverage Fund will never be more than the Loan Account. Prudential will use the investment option the Certificate Holder designates or the investment allocation for future premium payments as of the loan payment date. If loan interest is paid when due, it will not change the portion of the Coverage Fund allocated to the investment options. Prudential reserves the right to change the manner in which Prudential allocates loan repayments.

When Prudential pays a Death Benefit, part of the Coverage Debt will be repaid as described under Death Benefit provision. When the Coverage is surrendered, any Coverage Debt is due and will be deducted from the Coverage Fund.

**Excess Insurance Debt:** The Coverage Debt is the amount of all outstanding loans plus any interest accrued but not yet due. If, on any Monthly Date, the Coverage Debt equals or exceeds the Coverage Fund, the Coverage will go into default. Prudential will notify the Certificate Holder of a 61-day grace period, within which time the Certificate Holder may repay all or enough of the loan to obtain a positive Cash Value and thus keep the Coverage in force.

If the Coverage lapses or is surrendered, the amount of unpaid Coverage Debt will be treated as a distribution and will be immediately taxable to the extent of gain in the Coverage. Reinstatement of the Coverage after lapse will not eliminate the taxable income, which Prudential is required to report to the Internal Revenue Service.

Prudential, in its sole discretion, reserves the right to impose the following additional requirements with respect to loan amounts that are deducted from the Fixed Interest Rate Option:

**Repayment Allocations:** Prudential may allocate the loan repayment first to the Fixed Interest Rate Option and then to the Variable Investment Options.

**Subsequent Premium Payments:** Prudential may require that any subsequent premium payments be used to repay the loan amount allocated to the Fixed Interest Rate Option in order to reduce the portion of the Loan Account allocated to the Fixed Interest Rate Option.

Prudential will give notice to the Certificate Holder if it intends to apply the repayment allocation and subsequent premium payment requirements set forth above.

**L. BASIS OF COMPUTATION.**

Prudential will compute the maximum COI charge for both the Basic Insurance and any Target Term Insurance using:

- (1) the mortality table used to calculate the maximum COI shown in the Schedule of Charges;
- (1) the Extra Rating Class, if any, of the Certificate Holder; and
- (2) the Attained Age and gender of the Certificate Holder.

The surrender values provided by the Assignment Certificate are at least as large as those set by applicable law. Where required, Prudential has given the insurance regulator a detailed statement of how Prudential computes values and benefits.

# Insurance Plan Rules

## **A. ELIGIBILITY.**

A Covered Person is eligible for an Assignment under the Group Contract if the Certificate Holder has been insured under the Group Contract for at least three years and such assignment must be made in writing on a form acceptable to Prudential.

## **B. WHEN COVERAGE ENDS FOR A CERTIFICATE HOLDER.**

A Certificate Holder's Coverage will end:

- (1) upon the death of the Certificate Holder;
- (2) the Coverage is in default at the end of the grace period; or
- (3) the Coverage is surrendered.

Termination of Coverage is treated as a surrender in all cases. The value of the Coverage Fund shall be reduced to zero as of such date.

Coverage will not end due to the termination of the Group Contract.

# General Rules

## A. DEFAULT; GRACE PERIOD.

On each Monthly Date, Prudential will determine the Coverage's Net Cash Value. If the Net Cash Value is an amount equal to or greater than the total charges for one (1) month, the Coverage is in force. The Coverage is in default if the Net Cash Value is an amount less than the total charges for one (1) month. The Group Contract is in default if all Coverages are in default.

**Notice of Default:** If the Coverage is in default, Prudential will mail the Certificate Holder a notice stating the amount Prudential will need to keep the Coverage in force. That amount will equal a premium contribution which Prudential estimates will keep the Coverage in force for three (3) months from the date of default. Prudential will grant a 61-day grace period from the date Prudential mails the notice to pay this charge. The Coverage will remain in force during this period. If that amount is not paid to Prudential by the end of the 61-day grace period, the Coverage will **endlapse** and be treated as a surrender under Variable Universal Life Insurance Coverage.

During the grace period, Prudential will not charge interest on the charges due and will continue to assess the charges shown in this Assignment Certificate. If the Certificate Holder dies during the grace period, any Death Benefit payable will be reduced by the amount of the charges due. The Certificate Holder is liable to pay charges, including interest charges on Coverage Debt, to Prudential during the grace period.

## B. REINSTATEMENT.

A Coverage that lapsed may be reinstated within five (5) years after the date of default, if the following conditions are met:

- (1) the Group Contract is in force;
- (2) renewed evidence of insurability as required by Prudential is provided;
- (3) payment of a charge equal to: (a) an amount, if any, required to bring the Coverage Fund to an amount equal to total charges for one month on the date the Coverage went into default, plus (b) the deductions from the Coverage Fund from the grace period through the reinstatement date, plus (c) a premium that Prudential estimates will cover all charges and deductions for the next three (3) months; and
- (4) any Coverage Debt with interest to date is restored or paid back. If the Coverage Debt is restored and the Coverage Debt with interest would exceed the loan value of the reinstated Coverage, the excess must be paid to Prudential before reinstatement.

The reinstatement date will be the date Prudential approves the Certificate Holder's request. Prudential will deduct all required charges from the Certificate Holder's payment and the balance will be placed into the Coverage Fund.

## C. END OF COVERAGE.

If the Coverage is in default and an amount sufficient to bring the Coverage Fund out of default is not paid to Prudential by the end of the grace period described above, the Coverage will **endlapse** when the grace period ends. But the Certificate Holder may write to Prudential to ask that the Coverage cease at the end of the period for which charges have been deducted or at any time during the grace period. Then the Coverage will end on the date requested.

## D. ADJUSTMENTS RELATED TO AGE, SEX OR SMOKING STATUS.

If the age, sex or smoking status used to determine the Cost of Insurance is found to be in error while the Certificate Holder is still living, the current charge will then be adjusted to reflect the correct age, sex, or smoking status. If this adjustment results in a change in the amount of the charge, any difference between the charge deducted from the Coverage Fund for the Certificate Holder and the charge required on the basis of the correct age, sex or smoking status will be paid as follows:

- (1) If the adjustment results in an increased charge, the difference will be deducted from the Coverage Fund. If the amount in the Coverage Fund is not sufficient to make the adjustment, the Certificate Holder will pay the difference when notified by Prudential.
- (2) If the adjustment results in a decreased charge, Prudential will credit the difference to the Coverage Fund.

Any credit or deduction will be made to or from the Coverage Fund as agreed to by the Certificate Holder and Prudential.

If the age, sex or smoking status used to determine the Cost of Insurance is found to be in error after a Certificate Holder is deceased, Prudential will adjust the Death Benefit payable and any amount to be paid, as required by law, to reflect the correct age, sex or smoking status. Any such benefit will be based on what the most recent deductions from the Coverage Fund would have provided at such Certificate Holder's correct age, sex or smoking status.

## E. INCONTESTABILITY OF THE COVERAGE; AMENDMENTS.

**Incontestability of Insurance for an Employee:** The validity of the Coverage shall not be contested, except for nonpayment of premium contributions, after it has been in force for two (2) years from the issue date, the reinstatement date or the effective date of any change made to the Coverage that requires Prudential's approval and would increase Prudential's liability.

No statement made by any Employee insured under the policy relating to his or her insurability shall be used in contesting the validity of the Coverage with respect to which the statement was made after the Coverage has been in force prior to the contest for a period of two (2) years during the lifetime of the Employee nor unless it is contained in a written instrument signed by the Employee, provided to the Employee or, in the event of death or incapacity of the Employee, to the Employee's personal representative.

**Amendments:** The Coverage may be amended, at any time, without the consent of anyone else with a beneficial interest in it, other than the Certificate Holder. This can be done through a written request made by the Certificate Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

The approval of an officer of Prudential is required: to waive any conditions or restrictions of the Group Contract or this Assignment Certificate; or to extend the time in which a charge may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. An agent of Prudential is not an officer

No change in this Assignment Certificate is valid unless shown in:

- (1) an endorsement signed by an officer of Prudential; or
- (2) an amendment signed by the Certificate Holder and by an officer of Prudential.

However, if this Assignment Certificate is changed automatically in accordance with the General Rules, the change may be made in an amendment to this Assignment Certificate that is signed only by an officer of Prudential.

**F. REPORTS.**

At least once each Coverage Year Prudential will send the Certificate Holder a report. The report will show: the Death Benefit; the amounts allocated among the Variable Investment Option and/or Fixed Interest Rate Option; the Net Cash Value; the Surrender Value; any Coverage Debt and the interest rate on the Coverage Debt; premium contributions paid; investment results; charges deducted; and withdrawals taken since the last report. The report may also show any other data that may be required where the Group Contract is delivered. All reports may be delivered through electronic means.

**G ASSIGNMENTS.**

The Certificate Holder may not assign this Assignment Certificate or the Group Contract.

**H. RIGHT TO REFUSE CONTRIBUTIONS.**

Prudential may refuse to accept a premium payment:

- (1) that would, in the opinion of Prudential, cause a Coverage to fail to qualify as life insurance under applicable tax law;
- (2) that increases the Death Benefit by more than it increases the Coverage Fund; and
- (3) if the NAR exceeds the Net Amount at Risk Maximum at issue stated in the Schedule of Benefits. Prudential will only accept any premium payment necessary to keep the Coverage in force.

**I. CONFORMITY WITH LAW; CHARGE ADJUSTMENTS.**

If the provisions of the Assignment Certificate do not conform to the requirements of any state or federal law or regulation that applies to it, this Assignment Certificate is automatically changed to conform to the requirements of that law or regulation.

The Coverage has been designed to satisfy the definition of life insurance for Federal income tax purposes under Section 7702 of the Internal Revenue Code. Prudential reserves the right, however, to decline any change Prudential determines would cause the Coverage to fail to qualify as life insurance under the applicable tax law. This includes, but is not limited to, changing the Basic Insurance or Target Term Insurance, withdrawals and changing the type of Death Benefit. Prudential has the right to change the Assignment Certificate to require additional premium payments or to make distributions from the Coverage to the extent necessary to continue to qualify the Coverage as life insurance. Prudential also has the right to refuse to accept a premium payment that would, in the opinion of Prudential, cause the Coverage to fail to qualify as life insurance under applicable tax law.

Charges deducted from premium payments and the Coverage Fund may change from time to time based on the expectation of future experience, subject to the maximums shown on the Schedule of Charges. In deciding whether to change any of these charges, Prudential will periodically consider mortality, persistency, expenses, taxes and interest credits and/or investment experience to see if a change in the Prudential assumptions is needed. Changes in factors will be by class.

**J. RECEIPT OF NOTICE AND PAYMENTS.**

All notices to Prudential under this Assignment Certificate will be deemed received when such notices are received by the Service Office at the following address:

The Prudential Insurance Company of America  
 ^[PruBenefit Funding  
 13001 County Road 10  
 Plymouth, MN 55442  
 Phone 800.286.7754 • Fax 888.667.2941  
 E-mail: coli@prudential.com]

If we at The Prudential Insurance Company of America fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
Consumer Services Divisions  
1200 West Third Street  
Little Rock, AR 72201-1904  
800.852.5494 or 501.371.2640

All payments to Prudential under this Assignment Certificate will be deemed received when such payments are received by the payment office maintained by a third party administrator at the following address:

Attention: The Prudential Insurance Company of America

<sup>A</sup>First Class Mail:

PO Box 105441  
Atlanta, GA 30348-5441

Express Mail:

Wachovia Bank  
LBX# 105441  
3585 Atlanta Ave  
Hapeville, GA 30354~~Lockbox Number: 933325~~  
~~P-O Box 933325~~  
~~Atlanta, GA 31193-3325~~]

Prudential may change the addresses specified above. If it does so, it will notify the Certificate Holder.

Notices to Prudential or from Prudential to the Certificate Holder may be made through electronic means.

## **K. DUTIES OF THE CERTIFICATE HOLDER.**

The duties of the Certificate Holder are to:

- (1) accept and keep this Assignment Certificate;
- (2) comply with all of the terms and conditions of this Assignment Certificate.

## **L. INVESTOR CONTROL.**

Treasury Department regulations do not provide specific guidance concerning the extent to which the Certificate Holder may direct its investment in the particular Variable Investment Options without causing the Certificate Holder, instead of Prudential, to be considered the owner of the underlying assets. Because of this uncertainty, Prudential reserves the right to make such changes as Prudential deems necessary to assure that the Group Contract or the Assignment Certificate qualifies as life insurance for tax purposes. Any such changes will apply uniformly to affected Certificate Holders and will be made with such notice to affected Certificate Holders as is feasible under the circumstances.

## **M. DOLLAR COST AVERAGING.**

As an administrative practice, Prudential is currently offering a feature called Dollar Cost Averaging ("DCA"). Under this feature, either fixed dollar amounts or a percentage of the amount designated for use under the DCA option will be transferred periodically from the DCA Money Market investment option into other Variable Investment Options available under the Assignment Certificate, excluding the Fixed Interest Rate Option. Certificate Holders may choose to have periodic transfers made monthly or quarterly.

Each automatic transfer will take effect as of the end of the Valuation Period on the date coinciding with the periodic timing the Certificate Holder designates provided the New York Stock Exchange is open on that date. If the New York Stock Exchange is not open on that date, or if the date does not occur in that particular month, the transfer will take effect as of the end of the Valuation Period, which immediately follows that date. Automatic transfers will continue until: (1) \$50 or less remains of the amount designated for Dollar Cost Averaging, at which time the remaining amount will be transferred; or (2) the Certificate Holder notifies Prudential of a change in DCA allocation or cancellation of the feature. Currently, a transfer that occurs under the DCA feature is not counted toward ~~s the 20 transfers permitted each Coverage Year or the 12 free transfers permitted each Coverage Year~~ the transfer limit. Prudential reserves the right to change this practice, modify the requirements, or discontinue the feature.

## List of Investment Options

-  **The Prudential Series Fund**
- Diversified Bond Portfolio
- Diversified Conservative Growth Portfolio
- Equity Portfolio
- Global Portfolio
- High Yield Bond Portfolio
- Natural Resources Portfolio
- Value Portfolio
- SP Aggressive Growth Asset Allocation Portfolio
- SP Balanced Asset Allocation Portfolio

SP Conservative Asset Allocation Portfolio  
 SP Growth Asset Allocation Portfolio  
 SP PIMCO High Yield Portfolio  
 SP Strategic Partners Focused Growth Portfolio

**AIM Variable Insurance Funds**

AIM V.I. Core Equity Fund, Series I Shares  
 AIM V.I. International Growth Fund, Series I Shares  
 AIM V.I. Small Cap Equity Fund, Series I Shares (formerly the AIM V.I. Small Cap Growth Fund)  
 AIM V.I. Utilities Fund, Series I Shares

**AllianceBernstein Variable Product Series Fund, Inc.**

AllianceBernstein VPS International Research Growth Portfolio, Class A  
 AllianceBernstein VPS International Value Portfolio, Class A  
 AllianceBernstein VPS Real Estate Investment Portfolio, Class A  
 AllianceBernstein VPS Small Cap Growth Portfolio, Class A

**DWS Variable Series I**

DWS Bond VIP, Class A  
 DWS Capital Growth VIP, Class A

**DWS Variable Series II**

DWS Blue Chip VIP, Class A  
 DWS Dremen High Return Equity VIP, Class A  
 DWS Global Thematic VIP, Class A  
 DWS Government & Agency Securities VIP, Class A  
 DWS Strategic Income VIP, Class A  
 DWS Technology VIP, Class A

**DWS Investment VIT Funds**

DWS Small Cap Index VIP, Class A

**Fidelity Variable Insurance Products**

VIP Contrafund Portfolio, Service  
 VIP Equity-Income Portfolio, Service  
 VIP Index 500 Portfolio, Service  
 VIP Investment Grade Bond Portfolio, Service  
 VIP Mid Cap Portfolio, Service  
 VIP Money Market Portfolio, Service  
 VIP Overseas Portfolio, Service  
 VIP Value Leaders Portfolio, Service  
 VIP Value Strategies Portfolio, Service  
 VIP Freedom 2015 Portfolio, Service  
 VIP Freedom 2020 Portfolio, Service  
 VIP Freedom 2025 Portfolio, Service  
 VIP Freedom 2030 Portfolio, Service

**Franklin Templeton Variable Insurance Products Trust**

Franklin Large Cap Value Securities Fund – Class 2  
 Franklin Small Cap Value Securities Fund – Class 2  
 Franklin Strategic Income Securities Fund – Class 2  
 Mutual Discovery Securities Fund – Class 2  
 Templeton Global Income Securities Fund – Class 2  
 Templeton Global Asset Allocation Fund – Class 2

**J. P. Morgan Series Trust II**

JPMorgan Bond Portfolio

**JPMorgan Insurance Trust**

Intrepid Mid Cap Portfolio, Class 1

**Neuberger Berman Advisers Management Trust (“AMT”)**

Neuberger Berman AMT Mid-Cap Growth Portfolio, I Class Shares

Neuberger Berman AMT Partners Portfolio, I Class Shares

Neuberger Berman AMT Socially Responsive Portfolio, I Class Shares

**PIMCO Variable Insurance Trust**

PIMCO All Asset Portfolio, Administrative Class

PIMCO Global Bond Portfolio (Unhedged), Administrative Class

PIMCO Low Duration Portfolio, Administrative Class

PIMCO Long-Term U.S. Government Portfolio, Administrative Class

PIMCO Real Return Portfolio, Administrative Class

PIMCO Short-Term Portfolio, Administrative Class

PIMCO Total Return Portfolio, Administrative Class

**Royce Capital Fund**

Royce Micro-Cap Portfolio, Investment Class

Royce Small-Cap Portfolio, Investment Class

**The Universal Institutional Funds, Inc.** (managed by Morgan Stanley)

UIF Core Plus Fixed Income Portfolio, Class I

UIF Emerging Markets Equity Portfolio, Class I

UIF U.S. Mid Cap Value Portfolio, Class I

UIF Value Portfolio, Class I

**Van Eck Global Worldwide Insurance Trust**

Worldwide Absolute Return Fund, Initial Class

Worldwide Emerging Markets Fund, Initial Class

Worldwide Hard Assets Fund, Initial Class

Worldwide Real Estate Fund, Initial Class]

# Definitions

**Assignment Certificate** – The document Prudential will issue to the Certificate Holder outlining the Certificate Holder's rights and responsibilities after the Contract Holder assigns Coverage to the Certificate Holder.

**Attained Age** - The Certificate Holder's age on the Coverage Effective Date plus the number of whole years since then. For any Coverage Segment effective after the Coverage Effective Date, the Certificate Holder's attained age is the issue age of that Coverage Segment plus the length of time in whole years since its Coverage Effective Date.

**Attained Age Factors** – The Attained Age Factors are shown in the Table of Attained Age Factors attached to this Assignment Certificate. If the Certificate Holder was covered under the Group Contract on or after January 1, 2009, the attained age factors will be based upon 2001 CSO.

**Basic Insurance** – An amount of group flexible premium variable universal life insurance. The amount of life insurance as shown in this Assignment Certificate's Schedule of Benefits.

**Benefit Summary Report** – A summary of the Certificate Holder's coverage.

**Business Day** – A day on which the main office of Prudential in Newark, New Jersey is open, the NYSE is open and the SEC has not restricted trading or declared an emergency.

**Cash Value** - The same as the "Coverage Fund."

**Certificate Holder** – A Covered Person, or trust established by a Covered Person, to whom the Contract Holder assigns the Coverage allocated to that Covered Person. Prudential issues an Assignment Certificate to the Certificate Holder.

**Contract Date** - The date the Group Contract is effective, as specified in the Group Contract.

**Contract Holder** - The employer, or a trust established by the employer, that is issued the Group Contract as shown in the Schedule of Benefits.

**Cost of Insurance ("COI")** – The charge for insurance that varies based on the individual characteristics of the Certificate Holder, including such characteristics such as age, gender, Extra Rating Class, if any, and years from Coverage Effective Date.

**Coverage** – An amount of group flexible premium variable universal life insurance. The Coverage may consist of different Coverage Segments with different characteristics such as different effective dates and underwriting classes.

**Coverage Amount** – The Coverage Amount is equal to the sum of all the Basic Insurance and Target Term Insurance Coverage Segments.

**Coverage Anniversary** – The same date as the Coverage Effective Date in each later year. The Coverage Anniversary is shown in the Benefit Summary Report.

**Coverage Debt** - The principal amount of all outstanding loans plus any interest accrued thereon.

**Coverage Effective Date** – The date Coverage becomes effective for each Certificate Holder under the Group Contract. The Coverage Effective Date is shown in the Benefit Summary Report.

**Coverage Fund** - The total amount credited to a Certificate Holder under the Group Contract. On any date it is equal to the sum of the amounts in all the Variable Investment Options and the Fixed Interest Rate Option, and the principal amount of any Coverage Debt plus any interest earned thereon.

**Covered Person** – An Employee whose life is insured under Group Contract whose number is shown in the Schedule of Benefits. Also, a “Certificate Holder.”

**Coverage Segment** - The Basic Insurance at issue is the first Coverage Segment. Target Term Insurances are separate Coverage Segments. For each increase in Basic Insurance and/or Target Term Insurance, a new Coverage Segment is created for the amount of the increase.

**Coverage Year** – A year that starts on a Coverage Effective Date or on a Coverage Anniversary.

**Death Benefit** - If a Coverage is not in default, this is the amount Prudential will pay upon the death of the Certificate Holder, less any Coverage Debt.

**Employee** - A person employed or formerly employed by the Employer. If permitted by applicable state law, the term Employee may also include a director of the Employer’s board of directors.

**Employer** – An Employer under the Group Contract is the Contract Holder or if the Group Contract is owned by a trust, the trust grantor.

**Excess Premium** – The amount of premium received over the Target Premium.

**Extra Rating Class** – A percentage (greater than 100%) of the unrated COI that reflects the extra mortality risk on a substandard life. ~~A substandard rating percentage of the mortality table used to calculate the maximum COI shown in the Schedule of Changes.~~

**Face Amount** - The initial Coverage Segment on the Coverage Effective Date shown in the Benefit Summary Report.

**Fixed Interest Rate Option** - An investment option under which interest is accrued daily at a rate that Prudential declares periodically, but not less than an effective annual rate of 2%.

**Fund** – A Fund is a portfolio of a series mutual fund. One or more of the available Funds may be chosen as an underlying investment for the Assignment Certificate.

**Good Order** - An instruction received at Prudential’s Service Office utilizing such forms, signatures, and dating as Prudential requires, which is sufficiently clear and complete and for which Prudential does not need to exercise any discretion to follow such instructions.

**Group Contract** - The group flexible premium variable universal life insurance contract, whose number is shown in the Schedule of Benefits, issued to the Contract Holder.

**Internal Revenue Code** – The Internal Revenue Code of 1986, as amended.

**Loan Account** – A Loan Account that is part of the Coverage Fund will be set up in Prudential’s general account whenever the Certificate Holder takes out a loan.

**Minimum Coverage Amount** – An amount specified in the Group Contract’s Schedule of Benefits.

**Monthly Date** – The Coverage Effective Date and the same date in each subsequent month.

**Net Amount at Risk (“NAR”)** - The amount by which the Death Benefit exceeds the Coverage Fund.

**Net Cash Value** - The Coverage Fund minus any Coverage Debt.

**Net Premiums** – The amounts allocated to the Variable Investment Options and/or the Fixed Interest Rate Option after Prudential deducts the Premium Load and on the Coverage Effective Date, the first month’s charges.

**Personal Beneficiary** – An individual, trust or any other legal entity designated by the Covered Person, prior to any assignment of Coverage to the Covered Person, who will receive a portion of the Death Benefit.

**Preferred Loan** – A portion of the amount the Certificate Holder may borrow on or after the 10<sup>th</sup> Coverage Anniversary up to the maximum preferred loan amount. See **Loans**.

**Premium Load** – The charge that is deducted from all premium payments to compensate Prudential for the costs of selling the Group Contract, including any federal, state or local income, premium, excise, business tax or any other type of charge, or component thereof, measured by or based upon the amount of premium Prudential receives, commissions, advertising and the printing and distribution of prospectuses and sales literature.

**The Prudential Insurance Company of America** - The company issuing the Assignment Certificate.

**Separate Account** – The words Separate Account, when Prudential uses them in this Assignment Certificate without qualification, mean any Separate Account Prudential establishes to support variable universal life insurance contracts like the Group Contract. The Separate Account that supports this Assignment Certificate, the Group Contract and other similar group contracts is called the Prudential Variable Contract Account GI-2.

**Surrender Value** - The amount payable to the Certificate Holder upon surrender of the Coverage. It is equal to the Coverage Fund minus any Coverage Debt.

**Target Premium** – The Target Premium is a factor per \$1,000 of Basic Insurance, based on issue age and gender. See **Schedule of Charges**.

**Target Term Insurance** – A flexible term insurance benefit to Attained Age 100 of the Certificate Holder. The Contract Holder specifies the initial amount for such Coverage.

**Underwriting Class** – The three types of underwriting classes Prudential offers - fully underwritten, simplified issue, and guaranteed issue basis.

**Valuation Period** - The period of time from one determination of the value of the amount invested in a variable investment option to the next. Such determinations are made when the net asset values of the portfolios of the Funds are calculated, which would be as of the close of regular trading on the New York Stock Exchange (generally 4:00 p.m. Eastern time).

**Variable Investment Options** - Each subaccount within the Separate Account that invests in a corresponding Fund.

# Tables

## Maximum Cost of Insurance Rates 1980 Commissioners Standard Ordinary ("CSO") Mortality Table

M A L E		F E M A L E	
Covered Person's Attained Age <u>Last Birthday</u>	Monthly Rate Per 1,000	Covered Person's Attained Age <u>Last Birthday</u>	Monthly Rate Per 1,000
15	0.118	15	0.073
16	0.133	16	0.077
17	0.143	17	0.080
18	0.152	18	0.083
19	0.157	19	0.086
20	0.158	20	0.088
21	0.158	21	0.090
22	0.157	22	0.092
23	0.153	23	0.093
24	0.150	24	0.096
25	0.146	25	0.098
26	0.143	26	0.100
27	0.143	27	0.103
28	0.142	28	0.107
29	0.143	29	0.110
30	0.146	30	0.114
31	0.150	31	0.118
32	0.156	32	0.123
33	0.163	33	0.128
34	0.171	34	0.134
35	0.181	35	0.142
36	0.193	36	0.152
37	0.208	37	0.163
38	0.223	38	0.178
39	0.242	39	0.193
40	0.263	40	0.211
41	0.285	41	0.229
42	0.309	42	0.248
43	0.336	43	0.267
44	0.364	44	0.287
45	0.394	45	0.307
46	0.427	46	0.327
47	0.461	47	0.349
48	0.498	48	0.373
49	0.538	49	0.399
50	0.583	50	0.428
51	0.636	51	0.458
52	0.694	52	0.493
53	0.761	53	0.532
54	0.834	54	0.571
55	0.913	55	0.611
56	0.998	56	0.650

**Maximum Cost of Insurance Rates  
1980 CSO Mortality Table**

M A L E		F E M A L E	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
57	1.087	57	0.688
58	1.182	58	0.725
59	1.285	59	0.767
60	1.400	60	0.817
61	1.530	61	0.878
62	1.677	62	0.958
63	1.841	63	1.053
64	2.023	64	1.160
65	2.218	65	1.274
66	2.428	66	1.393
67	2.649	67	1.511
68	2.888	68	1.633
69	3.151	69	1.769
70	3.448	70	1.930
71	3.786	71	2.128
72	4.173	72	2.373
73	4.612	73	2.666
74	5.092	74	3.004
75	5.604	75	3.380
76	6.142	76	3.788
77	6.698	77	4.223
78	7.277	78	4.693
79	7.897	79	5.214
80	8.578	80	5.806
81	9.341	81	6.486
82	10.201	82	7.271
83	11.153	83	8.158
84	12.177	84	9.135
85	13.248	85	10.191
86	14.351	86	11.318
87	15.478	87	12.515
88	16.628	88	13.782
89	17.808	89	15.128
90	19.036	90	16.571
91	20.343	91	18.140
92	21.786	92	19.891
93	23.511	93	21.951
94	25.831	94	24.603
95	29.322	95	28.418
96	35.083	96	34.490
97	45.083	97	44.770
98	62.096	98	61.997
99	83.333	99	83.333

**Maximum Cost of Insurance Rates  
1980 CSO Mortality Table**

UNISEX		UNISEX	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
15	0.111	57	1.027
16	0.125	58	1.113
17	0.134	59	1.207
18	0.142	60	1.313
19	0.146	61	1.432
20	0.148	62	1.569
21	0.148	63	1.723
22	0.147	64	1.894
23	0.144	65	2.076
24	0.142	66	2.273
25	0.139	67	2.478
26	0.137	68	2.700
27	0.137	69	2.944
28	0.137	70	3.220
29	0.138	71	3.537
30	0.141	72	3.903
31	0.145	73	4.320
32	0.151	74	4.779
33	0.158	75	5.270
34	0.165	76	5.789
35	0.175	77	6.327
36	0.187	78	6.889
37	0.201	79	7.495
38	0.216	80	8.162
39	0.235	81	8.913
40	0.255	82	9.762
41	0.277	83	10.704
42	0.300	84	11.721
43	0.326	85	12.789
44	0.352	86	13.896
45	0.381	87	15.034
46	0.412	88	16.201
47	0.444	89	17.406
48	0.479	90	18.666
49	0.517	91	20.013
50	0.560	92	21.502
51	0.609	93	23.277
52	0.664	94	25.647
53	0.727	95	29.186
54	0.795	96	34.994
55	0.868	97	45.036
56	0.946	98	62.081
		99	83.333

**Maximum Cost of Insurance Rates  
2001 CSO Mortality Table**

**Monthly Rate Per 1,000**

Covered Person's Attained Age Last Birthday	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
15	0.055000	0.030000	0.051250
16	0.065000	0.032500	0.060120
17	0.074160	0.034160	0.068160
18	0.079160	0.036660	0.072790
19	0.081660	0.038330	0.075160
20	0.083330	0.039160	0.076700
21	0.084160	0.040830	0.077660
22	0.085000	0.041660	0.078500
23	0.086660	0.042500	0.080040
24	0.088330	0.044160	0.081700
25	0.090830	0.045830	0.084080
26	0.095000	0.048330	0.088000
27	0.097500	0.050830	0.090500
28	0.096660	0.053330	0.090160
29	0.095830	0.055830	0.089830
30	0.095000	0.058330	0.089500
31	0.094160	0.062500	0.089410
32	0.095000	0.065830	0.090620
33	0.096660	0.070830	0.092790
34	0.099160	0.076660	0.095790
35	0.103330	0.083330	0.100330
36	0.109160	0.089160	0.106160
37	0.115830	0.095000	0.112700
38	0.124160	0.100000	0.120540
39	0.132500	0.105000	0.128370
40	0.143330	0.111660	0.138580
41	0.155830	0.119160	0.150330
42	0.170830	0.127500	0.164330
43	0.189160	0.137500	0.181410
44	0.210000	0.149160	0.200870
45	0.230830	0.163330	0.220700
46	0.252500	0.180000	0.241620
47	0.270830	0.198330	0.259950
48	0.285000	0.220000	0.275250
49	0.303330	0.244160	0.294450

**2001 CSO Mortality Table**

**Monthly Rate Per 1,000**

Covered Person's Attained Age <u>Last Birthday</u>	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
50	0.325830	0.270000	0.317450
51	0.355000	0.300000	0.346750
52	0.391660	0.332500	0.382790
53	0.434160	0.367500	0.424160
54	0.485830	0.405000	0.473700
55	0.543330	0.446660	0.528830
56	0.605000	0.492500	0.588120
57	0.662500	0.540830	0.644250
58	0.719160	0.590830	0.699910
59	0.785000	0.641660	0.763500
60	0.866660	0.695000	0.840910
61	0.965830	0.752500	0.933830
62	1.081660	0.813330	1.041410
63	1.205830	0.879160	1.156830
64	1.336660	0.950000	1.278660
65	1.470830	1.027500	1.404330
66	1.605830	1.112500	1.531830
67	1.746660	1.206660	1.665660
68	1.895000	1.309160	1.807120
69	2.057500	1.423330	1.962370
70	2.245000	1.552500	2.141120
71	2.475830	1.698330	2.359200
72	2.745000	1.857500	2.611870
73	3.026660	2.032500	2.877540
74	3.330000	2.223330	3.164000
75	3.662500	2.433330	3.478120
76	4.036660	2.662500	3.830540
77	4.472500	2.914160	4.238750
78	4.976660	3.190000	4.708660
79	5.540000	3.493330	5.233000
80	6.168330	3.869160	5.823450
81	6.850000	4.330000	6.472000
82	7.568330	4.816660	7.155580
83	8.351660	5.328330	7.898160
84	9.224160	5.895000	8.724790

**2001 CSO Mortality Table**  
**Monthly Rate Per 1,000**

Covered Person's Attained Age <u>Last Birthday</u>	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
85	10.196660	6.465830	9.637040
86	11.264160	7.140000	10.645540
87	12.415830	7.974160	11.749580
88	13.638330	8.854160	12.920700
89	14.919160	9.723330	14.139790
90	16.190000	10.351660	15.314250
91	17.439160	10.960830	16.467410
92	18.745000	11.976660	17.729750
93	20.121660	13.350830	19.106040
94	21.571660	15.075000	20.597160
95	23.010000	16.956660	22.102000
96	24.412500	18.807500	23.571750
97	25.905000	20.005830	25.020120
98	27.495830	20.649160	26.468830
99	29.193330	21.998330	28.114080
100	30.813330	23.751660	29.754080
101	32.246660	25.657500	31.258290
102	33.770830	27.755000	32.868450
103	35.391660	30.059160	34.591790
104	37.112500	32.571660	36.431370
105	38.940830	35.226660	38.383700
106	40.880830	37.944160	40.440330
107	42.940000	40.706660	42.605000
108	45.124160	43.516660	44.883040
109	47.439160	46.420000	47.286290
110	49.891660	49.330000	49.807410
111	52.490000	52.135000	52.436750
112	55.239160	54.814160	55.175410
113	58.148330	57.565830	58.060950
114	61.223330	61.005000	61.190580
115	64.471660	64.279160	64.442790
116	67.898330	67.696660	67.868080
117	71.512500	71.325000	71.484370
118	75.317500	74.715000	75.227120
119	79.305830	78.255000	79.148200
120	83.333330	83.333330	83.333330]

**Table of Attained Age Factors**  
**\*[Mortality: 1980 CSO Mortality Table**

Interest: 1st Year 7%; 4% Thereafter

MALE

FEMALE

<u>Covered Person's Attained Age Last Birthday</u>	<u>Factor</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Factor</u>
15	7.5175892	15	9.0895896
16	7.2921237	16	8.7982845
17	7.0784363	17	8.5173042
18	6.8740784	18	8.2461230
19	6.6769947	19	7.9835800
20	6.4854659	20	7.7286820
21	6.2980598	21	7.4817939
22	6.1139849	22	7.2420630
23	5.9326010	23	7.0087628
24	5.7537367	24	6.7822517
25	5.5775974	25	6.5623362
26	5.4037678	26	6.3488243
27	5.2332998	27	6.1419206
28	5.0665379	28	5.9413911
29	4.9035099	29	5.7470092
30	4.7448922	30	5.5588731
31	4.5905861	31	5.3767336
32	4.4410615	32	5.2003572
33	4.2961323	33	5.0295165
34	4.1559456	34	4.8644617
35	4.0204307	35	4.7049185
36	3.8896308	36	4.5508221
37	3.7636703	37	4.4024457
38	3.6423657	38	4.2597828
39	3.5256397	39	4.1227758
40	3.4133867	40	3.9913284
41	3.3055752	41	3.8651750
42	3.2020515	42	3.7441861
43	3.1025711	43	3.6279806
44	3.0069748	44	3.5161012
45	2.9151688	45	3.4084527
46	2.8269131	46	3.3047359
47	2.7420416	47	3.2046747
48	2.6603873	48	3.1082616
49	2.5818345	49	3.0153071
50	2.5063043	50	2.9256979
51	2.4336982	51	2.8393118
52	2.3640233	52	2.7560787
53	2.2972498	53	2.6759674
54	2.2333175	54	2.5988724
55	2.1721769	55	2.5245848
56	2.1136670	56	2.4529115

**Table of Attained Age Factors**  
**Mortality: 1980 CSO Mortality Table**  
 Interest: 1st Year 7%; 4% Thereafter

MALE		FEMALE	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Factor</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Factor</u>
57	2.0576272	57	2.3836354
58	2.0038973	58	2.3164453
59	1.9523407	59	2.2512121
60	1.9028812	60	2.1878734
61	1.8554647	61	2.1265330
62	1.8100899	62	2.0673249
63	1.7667402	63	2.0104491
64	1.7254024	64	1.9560057
65	1.6860366	65	1.9039767
66	1.6485275	66	1.8541755
67	1.6127400	67	1.8063868
68	1.5785346	68	1.7603409
69	1.5457976	69	1.7158508
70	1.5144924	70	1.6728896
71	1.4846396	71	1.6315132
72	1.4562828	72	1.5918644
73	1.4295007	73	1.5541429
74	1.4043352	74	1.5184611
75	1.3807481	75	1.4848475
76	1.3586331	76	1.4532080
77	1.3378299	77	1.4233809
78	1.3181527	78	1.3951796
79	1.2994345	79	1.3684401
80	1.2815873	80	1.3430825
81	1.2645994	81	1.3190974
82	1.2485092	82	1.2965255
83	1.2334056	83	1.2754348
84	1.2193454	84	1.2558418
85	1.2063014	85	1.2376779
86	1.1941816	86	1.2208181
87	1.1828372	87	1.2051114
88	1.1720995	88	1.1903815
89	1.1617745	89	1.1764297
90	1.1516460	90	1.1630537
91	1.1414741	91	1.1500238
92	1.1309821	92	1.1370894
93	1.1198393	93	1.1239493
94	1.1077200	94	1.1102919
95	1.0944085	95	1.0958633
96	1.0798485	96	1.0805590
97	1.0642276	97	1.0645024
98	1.0481445	98	1.0482103
99	1.0342149	99	1.0342149

**Table of Attained Age Factors**  
**Mortality: 1980 CSO Mortality Table**  
 Interest: 4<sup>st</sup> Year 7%; 4% Thereafter

UNISEX

UNISEX

Covered Person's Attained Age Last Birthday	Factor	Covered Person's Attained Age Last Birthday	Factor
15	7.7006007	57	2.0952295
16	7.4675534	58	2.0399804
17	7.2461458	59	1.9868890
18	7.0341262	60	1.9358797
19	6.8295305	61	1.8869143
20	6.6307155	62	1.8400045
21	6.4364441	63	1.7951561
22	6.2459221	64	1.7523675
23	6.0585040	65	1.7116010
24	5.8740800	66	1.6727334
25	5.6928153	67	1.6356206
26	5.5143219	68	1.6001085
27	5.3395595	69	1.5660742
28	5.1688091	70	1.5334811
29	5.0020705	71	1.5023520
30	4.8399557	72	1.4727401
31	4.6823490	73	1.4447363
32	4.5296418	74	1.4183898
33	4.3816433	75	1.3936692
34	4.2385113	76	1.3704692
35	4.1001524	77	1.3486291
36	3.9665973	78	1.3279629
37	3.8379862	79	1.3083043
38	3.7141546	80	1.2895668
39	3.5950268	81	1.2717400
40	3.4804981	82	1.2548636
41	3.3705108	83	1.2390249
42	3.2649137	84	1.2242767
43	3.1634475	85	1.2105868
44	3.0659204	86	1.1978598
45	2.9722386	87	1.1859470
46	2.8821556	88	1.1746799
47	2.7954935	89	1.1638650
48	2.7121023	90	1.1532898
49	2.6318582	91	1.1427175
50	2.5546789	92	1.1318778
51	2.4804633	93	1.1204463
52	2.4092103	94	1.1081020
53	2.3408899	95	1.0946256
54	2.2754374	96	1.0799548
55	2.2127865	97	1.0642688
56	2.1527728	98	1.0481543
		99	1.0342149

**Table of Attained Age Factors**  
**Mortality: 2001 CSO Mortality Table**  
**Interest: 1st Year 7%; 4% Thereafter**

Covered Person's Attained Age Last Birthday	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
15	9.3700810	11.0697690	9.5722740
16	9.0570290	10.6807220	9.2502580
17	8.7607970	10.3068350	8.9448900
18	8.4793400	9.9463990	8.6541520
19	8.2084990	9.5996790	8.3743780
20	7.9459950	9.2652210	8.1033830
21	7.6910150	8.9417920	7.8403060
22	7.4428680	8.6297140	7.5845770
23	7.2014290	8.3279130	7.3359650
24	6.9670000	8.0360570	7.0946990
25	6.7393840	7.7543630	6.8606340
26	6.5187540	7.4824290	6.6338740
27	6.3055600	7.2203320	6.4148300
28	6.0988600	6.9676390	6.2026190
29	5.8972800	6.7239420	5.9959820
30	5.7008170	6.4888590	5.7948760
31	5.5094580	6.2620190	5.5992470
32	5.3231710	6.0437060	5.4091010
33	5.1423520	5.8331980	5.2247040
34	4.9670810	5.6306710	5.0461450
35	4.7973840	5.4359490	4.8734270
36	4.6334150	5.2488320	4.7066620
37	4.4752550	5.0686780	4.5458450
38	4.3227680	4.8951280	4.3908140
39	4.1759420	4.7276730	4.2414980
40	4.0344630	4.5660280	4.0975870
41	3.8983870	4.4102390	3.9591340
42	3.7675990	4.2601490	3.8260200
43	3.6420520	4.1155850	3.6981830
44	3.5217500	3.9764870	3.5756180
45	3.4065580	3.8427530	3.4581940
46	3.2960870	3.7143550	3.3455650
47	3.1900660	3.5912210	3.2374820
48	3.0879140	3.4731470	3.1334090
49	2.9890720	3.3600860	3.0328490

**Table of Attained Age Factors**  
**Mortality: 2001 CSO Mortality Table**  
**Interest: 1st Year 7%; 4% Thereafter**

Covered Person's Attained Age Last Birthday	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
50	2.8936420	3.2518740	2.9358710
51	2.8016630	3.1482580	2.8424800
52	2.7132720	3.0491830	2.7527890
53	2.6285750	2.9544400	2.6668680
54	2.5475280	2.8638160	2.5846520
55	2.4701990	2.7770980	2.5061780
56	2.3964600	2.6941690	2.4313170
57	2.3261080	2.6148930	2.3598760
58	2.2586520	2.5390470	2.2913940
59	2.1937720	2.4663790	2.2255600
60	2.1314790	2.3966180	2.1623510
61	2.0719230	2.3295820	2.1018820
62	2.0152260	2.2651540	2.0442460
63	1.9614280	2.2031810	1.9894620
64	1.9103390	2.1435640	1.9373520
65	1.8617430	2.0861940	1.8877100
66	1.8153740	2.0309980	1.8402930
67	1.7709420	1.9779060	1.7948350
68	1.7282650	1.9268730	1.7511680
69	1.6871870	1.8778130	1.7091460
70	1.6476380	1.8306900	1.6687020
71	1.6096570	1.7855010	1.6298710
72	1.5734490	1.7422400	1.5928350
73	1.5391010	1.7008190	1.5576610
74	1.5063950	1.6611730	1.5241470
75	1.4751970	1.6232120	1.4921680
76	1.4454240	1.5868750	1.4616390
77	1.4170570	1.5520740	1.4325380
78	1.3901830	1.5187420	1.4049330
79	1.3648820	1.4868020	1.3788870
80	1.3411290	1.4561680	1.3543680
81	1.3189100	1.4270820	1.3313890
82	1.2981280	1.3998090	1.3098920
83	1.2785900	1.3741410	1.2896830
84	1.2602200	1.3498590	1.2706720

**Table of Attained Age Factors**  
**Mortality: 2001 CSO Mortality Table**  
**Interest: 1st Year 7%; 4% Thereafter**

Covered Person's Attained Age Last Birthday	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
85	4.2430220	4.3269300	4.2528600
86	4.2270230	4.3049990	4.2362300
87	4.2122190	4.2841920	4.2207900
88	4.1985630	4.2648660	4.2065400
89	4.1859750	4.2468390	4.1933880
90	4.1743580	4.2297580	4.1812100
91	4.1634190	4.2123770	4.1695920
92	4.1527930	4.1941480	4.1581270
93	4.1422550	4.1757590	4.1466830
94	4.1315200	4.1575000	4.1350390
95	4.1201780	4.1394260	4.1228480
96	4.1073940	4.1209160	4.1093130
97	4.0918350	4.1007800	4.0931360
98	4.0716630	4.0764430	4.0723780
99	4.0342110	4.0342110	4.0342110]

**Maximum Cost of Insurance Rates**  
**1980 Commissioners Standard Ordinary ("CSO") Mortality Table**

<u>MALE</u>		<u>FEMALE</u>		<u>UNISEX</u>	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
15	0.118	15	0.073	15	0.118
16	0.133	16	0.077	16	0.133
17	0.143	17	0.080	17	0.143
18	0.152	18	0.083	18	0.152
19	0.157	19	0.086	19	0.157
20	0.158	20	0.088	20	0.158
21	0.158	21	0.090	21	0.158
22	0.157	22	0.092	22	0.157
23	0.153	23	0.093	23	0.153
24	0.150	24	0.096	24	0.150
25	0.146	25	0.098	25	0.146
26	0.143	26	0.100	26	0.143
27	0.143	27	0.103	27	0.143
28	0.142	28	0.107	28	0.142
29	0.143	29	0.110	29	0.143
30	0.146	30	0.114	30	0.146
31	0.150	31	0.118	31	0.150
32	0.156	32	0.123	32	0.156
33	0.163	33	0.128	33	0.163
34	0.171	34	0.134	34	0.171

<u>35</u>	<u>0.181</u>	<u>35</u>	<u>0.142</u>	<u>35</u>	<u>0.181</u>
<u>36</u>	<u>0.193</u>	<u>36</u>	<u>0.152</u>	<u>36</u>	<u>0.193</u>
<u>37</u>	<u>0.208</u>	<u>37</u>	<u>0.163</u>	<u>37</u>	<u>0.208</u>
<u>38</u>	<u>0.223</u>	<u>38</u>	<u>0.178</u>	<u>38</u>	<u>0.223</u>
<u>39</u>	<u>0.242</u>	<u>39</u>	<u>0.193</u>	<u>39</u>	<u>0.242</u>
<u>40</u>	<u>0.263</u>	<u>40</u>	<u>0.211</u>	<u>40</u>	<u>0.263</u>
<u>41</u>	<u>0.285</u>	<u>41</u>	<u>0.229</u>	<u>41</u>	<u>0.285</u>
<u>42</u>	<u>0.309</u>	<u>42</u>	<u>0.248</u>	<u>42</u>	<u>0.309</u>
<u>43</u>	<u>0.336</u>	<u>43</u>	<u>0.267</u>	<u>43</u>	<u>0.336</u>
<u>44</u>	<u>0.364</u>	<u>44</u>	<u>0.287</u>	<u>44</u>	<u>0.364</u>
<u>45</u>	<u>0.394</u>	<u>45</u>	<u>0.307</u>	<u>45</u>	<u>0.394</u>
<u>46</u>	<u>0.427</u>	<u>46</u>	<u>0.327</u>	<u>46</u>	<u>0.427</u>
<u>47</u>	<u>0.461</u>	<u>47</u>	<u>0.349</u>	<u>47</u>	<u>0.461</u>
<u>48</u>	<u>0.498</u>	<u>48</u>	<u>0.373</u>	<u>48</u>	<u>0.498</u>
<u>49</u>	<u>0.538</u>	<u>49</u>	<u>0.399</u>	<u>49</u>	<u>0.538</u>
<u>50</u>	<u>0.583</u>	<u>50</u>	<u>0.428</u>	<u>50</u>	<u>0.583</u>
<u>51</u>	<u>0.636</u>	<u>51</u>	<u>0.458</u>	<u>51</u>	<u>0.636</u>
<u>52</u>	<u>0.694</u>	<u>52</u>	<u>0.493</u>	<u>52</u>	<u>0.694</u>
<u>53</u>	<u>0.761</u>	<u>53</u>	<u>0.532</u>	<u>53</u>	<u>0.761</u>
<u>54</u>	<u>0.834</u>	<u>54</u>	<u>0.571</u>	<u>54</u>	<u>0.834</u>
<u>55</u>	<u>0.913</u>	<u>55</u>	<u>0.611</u>	<u>55</u>	<u>0.913</u>
<u>56</u>	<u>0.998</u>	<u>56</u>	<u>0.650</u>	<u>56</u>	<u>0.998</u>

**Maximum Cost of Insurance Rates**  
**1980 Commissioners Standard Ordinary ("CSO") Mortality Table**

<u>MALE</u>		<u>FEMALE</u>		<u>UNISEX</u>	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
<u>57</u>	<u>1.087</u>	<u>57</u>	<u>0.688</u>	<u>57</u>	<u>1.087</u>
<u>58</u>	<u>1.182</u>	<u>58</u>	<u>0.725</u>	<u>58</u>	<u>1.182</u>
<u>59</u>	<u>1.285</u>	<u>59</u>	<u>0.767</u>	<u>59</u>	<u>1.285</u>
<u>60</u>	<u>1.400</u>	<u>60</u>	<u>0.817</u>	<u>60</u>	<u>1.400</u>
<u>61</u>	<u>1.530</u>	<u>61</u>	<u>0.878</u>	<u>61</u>	<u>1.530</u>
<u>62</u>	<u>1.677</u>	<u>62</u>	<u>0.958</u>	<u>62</u>	<u>1.677</u>
<u>63</u>	<u>1.841</u>	<u>63</u>	<u>1.053</u>	<u>63</u>	<u>1.841</u>
<u>64</u>	<u>2.023</u>	<u>64</u>	<u>1.160</u>	<u>64</u>	<u>2.023</u>
<u>65</u>	<u>2.218</u>	<u>65</u>	<u>1.274</u>	<u>65</u>	<u>2.218</u>
<u>66</u>	<u>2.428</u>	<u>66</u>	<u>1.393</u>	<u>66</u>	<u>2.428</u>
<u>67</u>	<u>2.649</u>	<u>67</u>	<u>1.511</u>	<u>67</u>	<u>2.649</u>
<u>68</u>	<u>2.888</u>	<u>68</u>	<u>1.633</u>	<u>68</u>	<u>2.888</u>
<u>69</u>	<u>3.151</u>	<u>69</u>	<u>1.769</u>	<u>69</u>	<u>3.151</u>
<u>70</u>	<u>3.448</u>	<u>70</u>	<u>1.930</u>	<u>70</u>	<u>3.448</u>
<u>71</u>	<u>3.786</u>	<u>71</u>	<u>2.128</u>	<u>71</u>	<u>3.786</u>
<u>72</u>	<u>4.173</u>	<u>72</u>	<u>2.373</u>	<u>72</u>	<u>4.173</u>
<u>73</u>	<u>4.612</u>	<u>73</u>	<u>2.666</u>	<u>73</u>	<u>4.612</u>
<u>74</u>	<u>5.092</u>	<u>74</u>	<u>3.004</u>	<u>74</u>	<u>5.092</u>
<u>75</u>	<u>5.604</u>	<u>75</u>	<u>3.380</u>	<u>75</u>	<u>5.604</u>
<u>76</u>	<u>6.142</u>	<u>76</u>	<u>3.788</u>	<u>76</u>	<u>6.142</u>
<u>77</u>	<u>6.698</u>	<u>77</u>	<u>4.223</u>	<u>77</u>	<u>6.698</u>
<u>78</u>	<u>7.277</u>	<u>78</u>	<u>4.693</u>	<u>78</u>	<u>7.277</u>
<u>79</u>	<u>7.897</u>	<u>79</u>	<u>5.214</u>	<u>79</u>	<u>7.897</u>
<u>80</u>	<u>8.578</u>	<u>80</u>	<u>5.806</u>	<u>80</u>	<u>8.578</u>
<u>81</u>	<u>9.341</u>	<u>81</u>	<u>6.486</u>	<u>81</u>	<u>9.341</u>
<u>82</u>	<u>10.201</u>	<u>82</u>	<u>7.271</u>	<u>82</u>	<u>10.201</u>
<u>83</u>	<u>11.153</u>	<u>83</u>	<u>8.158</u>	<u>83</u>	<u>11.153</u>
<u>84</u>	<u>12.177</u>	<u>84</u>	<u>9.135</u>	<u>84</u>	<u>12.177</u>
<u>85</u>	<u>13.248</u>	<u>85</u>	<u>10.191</u>	<u>85</u>	<u>13.248</u>
<u>86</u>	<u>14.351</u>	<u>86</u>	<u>11.318</u>	<u>86</u>	<u>14.351</u>
<u>87</u>	<u>15.478</u>	<u>87</u>	<u>12.515</u>	<u>87</u>	<u>15.478</u>
<u>88</u>	<u>16.628</u>	<u>88</u>	<u>13.782</u>	<u>88</u>	<u>16.628</u>
<u>89</u>	<u>17.808</u>	<u>89</u>	<u>15.128</u>	<u>89</u>	<u>17.808</u>
<u>90</u>	<u>19.036</u>	<u>90</u>	<u>16.571</u>	<u>90</u>	<u>19.036</u>
<u>91</u>	<u>20.343</u>	<u>91</u>	<u>18.140</u>	<u>91</u>	<u>20.343</u>
<u>92</u>	<u>21.786</u>	<u>92</u>	<u>19.891</u>	<u>92</u>	<u>21.786</u>
<u>93</u>	<u>23.511</u>	<u>93</u>	<u>21.951</u>	<u>93</u>	<u>23.511</u>
<u>94</u>	<u>25.831</u>	<u>94</u>	<u>24.603</u>	<u>94</u>	<u>25.831</u>
<u>95</u>	<u>29.322</u>	<u>95</u>	<u>28.418</u>	<u>95</u>	<u>29.322</u>
<u>96</u>	<u>35.083</u>	<u>96</u>	<u>34.490</u>	<u>96</u>	<u>35.083</u>
<u>97</u>	<u>45.083</u>	<u>97</u>	<u>44.770</u>	<u>97</u>	<u>45.083</u>
<u>98</u>	<u>62.096</u>	<u>98</u>	<u>61.997</u>	<u>98</u>	<u>62.096</u>
<u>99</u>	<u>83.333</u>	<u>99</u>	<u>83.333</u>	<u>99</u>	<u>83.333</u>

**Table of Attained Age Factors**

**Mortality: 1980 CSO Mortality Table - Interest: 1st Year 7%; 4% Thereafter**

**Covered Person's**

**Attained Age  
Last Birthday**

**MALE**

**FEMALE**

**UNISEX**

<u>15</u>	<u>7.51759</u>	<u>9.08959</u>	<u>7.51759</u>
<u>16</u>	<u>7.29212</u>	<u>8.79828</u>	<u>7.29212</u>
<u>17</u>	<u>7.07844</u>	<u>8.51730</u>	<u>7.07844</u>
<u>18</u>	<u>6.87408</u>	<u>8.24612</u>	<u>6.87408</u>
<u>19</u>	<u>6.67699</u>	<u>7.98358</u>	<u>6.67699</u>
<u>20</u>	<u>6.48547</u>	<u>7.72868</u>	<u>6.48547</u>
<u>21</u>	<u>6.29806</u>	<u>7.48179</u>	<u>6.29806</u>
<u>22</u>	<u>6.11398</u>	<u>7.24206</u>	<u>6.11398</u>
<u>23</u>	<u>5.93260</u>	<u>7.00876</u>	<u>5.93260</u>
<u>24</u>	<u>5.75374</u>	<u>6.78225</u>	<u>5.75374</u>
<u>25</u>	<u>5.57760</u>	<u>6.56234</u>	<u>5.57760</u>
<u>26</u>	<u>5.40377</u>	<u>6.34882</u>	<u>5.40377</u>
<u>27</u>	<u>5.23330</u>	<u>6.14192</u>	<u>5.23330</u>
<u>28</u>	<u>5.06654</u>	<u>5.94139</u>	<u>5.06654</u>
<u>29</u>	<u>4.90351</u>	<u>5.74701</u>	<u>4.90351</u>
<u>30</u>	<u>4.74489</u>	<u>5.55887</u>	<u>4.74489</u>
<u>31</u>	<u>4.59059</u>	<u>5.37673</u>	<u>4.59059</u>
<u>32</u>	<u>4.44106</u>	<u>5.20036</u>	<u>4.44106</u>
<u>33</u>	<u>4.29613</u>	<u>5.02952</u>	<u>4.29613</u>
<u>34</u>	<u>4.15595</u>	<u>4.86446</u>	<u>4.15595</u>
<u>35</u>	<u>4.02043</u>	<u>4.70492</u>	<u>4.02043</u>
<u>36</u>	<u>3.88963</u>	<u>4.55082</u>	<u>3.88963</u>
<u>37</u>	<u>3.76367</u>	<u>4.40245</u>	<u>3.76367</u>
<u>38</u>	<u>3.64237</u>	<u>4.25978</u>	<u>3.64237</u>
<u>39</u>	<u>3.52564</u>	<u>4.12278</u>	<u>3.52564</u>
<u>40</u>	<u>3.41339</u>	<u>3.99133</u>	<u>3.41339</u>
<u>41</u>	<u>3.30558</u>	<u>3.86518</u>	<u>3.30558</u>
<u>42</u>	<u>3.20205</u>	<u>3.74419</u>	<u>3.20205</u>
<u>43</u>	<u>3.10257</u>	<u>3.62798</u>	<u>3.10257</u>
<u>44</u>	<u>3.00697</u>	<u>3.51610</u>	<u>3.00697</u>
<u>45</u>	<u>2.91517</u>	<u>3.40845</u>	<u>2.91517</u>
<u>46</u>	<u>2.82691</u>	<u>3.30474</u>	<u>2.82691</u>
<u>47</u>	<u>2.74204</u>	<u>3.20467</u>	<u>2.74204</u>
<u>48</u>	<u>2.66039</u>	<u>3.10826</u>	<u>2.66039</u>
<u>49</u>	<u>2.58183</u>	<u>3.01531</u>	<u>2.58183</u>
<u>50</u>	<u>2.50630</u>	<u>2.92570</u>	<u>2.50630</u>
<u>51</u>	<u>2.43370</u>	<u>2.83931</u>	<u>2.43370</u>
<u>52</u>	<u>2.36402</u>	<u>2.75608</u>	<u>2.36402</u>
<u>53</u>	<u>2.29725</u>	<u>2.67597</u>	<u>2.29725</u>
<u>54</u>	<u>2.23332</u>	<u>2.59887</u>	<u>2.23332</u>
<u>55</u>	<u>2.17218</u>	<u>2.52458</u>	<u>2.17218</u>

Table of Attained Age Factors  
Mortality: 1980 CSO Mortality Table - Interest: 1st Year 7%; 4% Thereafter

<u>Covered Person's Attained Age Last Birthday</u>	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
<u>56</u>	<u>2.11367</u>	<u>2.45291</u>	<u>2.11367</u>
<u>57</u>	<u>2.05763</u>	<u>2.38364</u>	<u>2.05763</u>
<u>58</u>	<u>2.00390</u>	<u>2.31645</u>	<u>2.00390</u>
<u>59</u>	<u>1.95234</u>	<u>2.25121</u>	<u>1.95234</u>
<u>60</u>	<u>1.90288</u>	<u>2.18787</u>	<u>1.90288</u>
<u>61</u>	<u>1.85546</u>	<u>2.12653</u>	<u>1.85546</u>
<u>62</u>	<u>1.81009</u>	<u>2.06732</u>	<u>1.81009</u>
<u>63</u>	<u>1.76674</u>	<u>2.01045</u>	<u>1.76674</u>
<u>64</u>	<u>1.72540</u>	<u>1.95601</u>	<u>1.72540</u>
<u>65</u>	<u>1.68604</u>	<u>1.90398</u>	<u>1.68604</u>
<u>66</u>	<u>1.64853</u>	<u>1.85418</u>	<u>1.64853</u>
<u>67</u>	<u>1.61274</u>	<u>1.80639</u>	<u>1.61274</u>
<u>68</u>	<u>1.57853</u>	<u>1.76034</u>	<u>1.57853</u>
<u>69</u>	<u>1.54580</u>	<u>1.71585</u>	<u>1.54580</u>
<u>70</u>	<u>1.51449</u>	<u>1.67289</u>	<u>1.51449</u>
<u>71</u>	<u>1.48464</u>	<u>1.63151</u>	<u>1.48464</u>
<u>72</u>	<u>1.45628</u>	<u>1.59186</u>	<u>1.45628</u>
<u>73</u>	<u>1.42950</u>	<u>1.55414</u>	<u>1.42950</u>
<u>74</u>	<u>1.40434</u>	<u>1.51846</u>	<u>1.40434</u>
<u>75</u>	<u>1.38075</u>	<u>1.48485</u>	<u>1.38075</u>
<u>76</u>	<u>1.35863</u>	<u>1.45321</u>	<u>1.35863</u>
<u>77</u>	<u>1.33783</u>	<u>1.42338</u>	<u>1.33783</u>
<u>78</u>	<u>1.31815</u>	<u>1.39518</u>	<u>1.31815</u>
<u>79</u>	<u>1.29943</u>	<u>1.36844</u>	<u>1.29943</u>
<u>80</u>	<u>1.28159</u>	<u>1.34308</u>	<u>1.28159</u>
<u>81</u>	<u>1.26460</u>	<u>1.31910</u>	<u>1.26460</u>
<u>82</u>	<u>1.24851</u>	<u>1.29653</u>	<u>1.24851</u>
<u>83</u>	<u>1.23341</u>	<u>1.27543</u>	<u>1.23341</u>
<u>84</u>	<u>1.21935</u>	<u>1.25584</u>	<u>1.21935</u>
<u>85</u>	<u>1.20630</u>	<u>1.23768</u>	<u>1.20630</u>
<u>86</u>	<u>1.19418</u>	<u>1.22082</u>	<u>1.19418</u>
<u>87</u>	<u>1.18284</u>	<u>1.20511</u>	<u>1.18284</u>
<u>88</u>	<u>1.17210</u>	<u>1.19038</u>	<u>1.17210</u>
<u>89</u>	<u>1.16177</u>	<u>1.17643</u>	<u>1.16177</u>
<u>90</u>	<u>1.15165</u>	<u>1.16305</u>	<u>1.15165</u>
<u>91</u>	<u>1.14147</u>	<u>1.15002</u>	<u>1.14147</u>
<u>92</u>	<u>1.13098</u>	<u>1.13709</u>	<u>1.13098</u>
<u>93</u>	<u>1.11984</u>	<u>1.12395</u>	<u>1.11984</u>
<u>94</u>	<u>1.10772</u>	<u>1.11029</u>	<u>1.10772</u>
<u>95</u>	<u>1.09441</u>	<u>1.09586</u>	<u>1.09441</u>
<u>96</u>	<u>1.07985</u>	<u>1.08056</u>	<u>1.07985</u>
<u>97</u>	<u>1.06423</u>	<u>1.06450</u>	<u>1.06423</u>
<u>98</u>	<u>1.04814</u>	<u>1.04821</u>	<u>1.04814</u>
<u>99</u>	<u>1.03421</u>	<u>1.03421</u>	<u>1.03421</u>

Maximum Cost of Insurance Rates  
2001 Commissioners Standard Ordinary ("CSO") Mortality Table

<u>MALE</u>		<u>FEMALE</u>		<u>UNISEX</u>	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
<u>15</u>	<u>0.055</u>	<u>15</u>	<u>0.030</u>	<u>15</u>	<u>0.055</u>
<u>16</u>	<u>0.065</u>	<u>16</u>	<u>0.033</u>	<u>16</u>	<u>0.065</u>
<u>17</u>	<u>0.074</u>	<u>17</u>	<u>0.034</u>	<u>17</u>	<u>0.074</u>
<u>18</u>	<u>0.079</u>	<u>18</u>	<u>0.037</u>	<u>18</u>	<u>0.079</u>
<u>19</u>	<u>0.082</u>	<u>19</u>	<u>0.038</u>	<u>19</u>	<u>0.082</u>
<u>20</u>	<u>0.083</u>	<u>20</u>	<u>0.039</u>	<u>20</u>	<u>0.083</u>
<u>21</u>	<u>0.084</u>	<u>21</u>	<u>0.041</u>	<u>21</u>	<u>0.084</u>
<u>22</u>	<u>0.085</u>	<u>22</u>	<u>0.042</u>	<u>22</u>	<u>0.085</u>
<u>23</u>	<u>0.087</u>	<u>23</u>	<u>0.043</u>	<u>23</u>	<u>0.087</u>
<u>24</u>	<u>0.088</u>	<u>24</u>	<u>0.044</u>	<u>24</u>	<u>0.088</u>
<u>25</u>	<u>0.091</u>	<u>25</u>	<u>0.046</u>	<u>25</u>	<u>0.091</u>
<u>26</u>	<u>0.095</u>	<u>26</u>	<u>0.048</u>	<u>26</u>	<u>0.095</u>
<u>27</u>	<u>0.098</u>	<u>27</u>	<u>0.051</u>	<u>27</u>	<u>0.098</u>
<u>28</u>	<u>0.097</u>	<u>28</u>	<u>0.053</u>	<u>28</u>	<u>0.097</u>
<u>29</u>	<u>0.096</u>	<u>29</u>	<u>0.056</u>	<u>29</u>	<u>0.096</u>
<u>30</u>	<u>0.095</u>	<u>30</u>	<u>0.058</u>	<u>30</u>	<u>0.095</u>
<u>31</u>	<u>0.094</u>	<u>31</u>	<u>0.063</u>	<u>31</u>	<u>0.094</u>
<u>32</u>	<u>0.095</u>	<u>32</u>	<u>0.066</u>	<u>32</u>	<u>0.095</u>
<u>33</u>	<u>0.097</u>	<u>33</u>	<u>0.071</u>	<u>33</u>	<u>0.097</u>
<u>34</u>	<u>0.099</u>	<u>34</u>	<u>0.077</u>	<u>34</u>	<u>0.099</u>
<u>35</u>	<u>0.103</u>	<u>35</u>	<u>0.083</u>	<u>35</u>	<u>0.103</u>
<u>36</u>	<u>0.109</u>	<u>36</u>	<u>0.089</u>	<u>36</u>	<u>0.109</u>
<u>37</u>	<u>0.116</u>	<u>37</u>	<u>0.095</u>	<u>37</u>	<u>0.116</u>
<u>38</u>	<u>0.124</u>	<u>38</u>	<u>0.100</u>	<u>38</u>	<u>0.124</u>
<u>39</u>	<u>0.133</u>	<u>39</u>	<u>0.105</u>	<u>39</u>	<u>0.133</u>
<u>40</u>	<u>0.143</u>	<u>40</u>	<u>0.112</u>	<u>40</u>	<u>0.143</u>
<u>41</u>	<u>0.156</u>	<u>41</u>	<u>0.119</u>	<u>41</u>	<u>0.156</u>
<u>42</u>	<u>0.171</u>	<u>42</u>	<u>0.128</u>	<u>42</u>	<u>0.171</u>
<u>43</u>	<u>0.189</u>	<u>43</u>	<u>0.138</u>	<u>43</u>	<u>0.189</u>
<u>44</u>	<u>0.210</u>	<u>44</u>	<u>0.149</u>	<u>44</u>	<u>0.210</u>
<u>45</u>	<u>0.231</u>	<u>45</u>	<u>0.163</u>	<u>45</u>	<u>0.231</u>
<u>46</u>	<u>0.253</u>	<u>46</u>	<u>0.180</u>	<u>46</u>	<u>0.253</u>
<u>47</u>	<u>0.271</u>	<u>47</u>	<u>0.198</u>	<u>47</u>	<u>0.271</u>
<u>48</u>	<u>0.285</u>	<u>48</u>	<u>0.220</u>	<u>48</u>	<u>0.285</u>
<u>49</u>	<u>0.303</u>	<u>49</u>	<u>0.244</u>	<u>49</u>	<u>0.303</u>
<u>50</u>	<u>0.326</u>	<u>50</u>	<u>0.270</u>	<u>50</u>	<u>0.326</u>
<u>51</u>	<u>0.355</u>	<u>51</u>	<u>0.300</u>	<u>51</u>	<u>0.355</u>
<u>52</u>	<u>0.392</u>	<u>52</u>	<u>0.333</u>	<u>52</u>	<u>0.392</u>
<u>53</u>	<u>0.434</u>	<u>53</u>	<u>0.368</u>	<u>53</u>	<u>0.434</u>
<u>54</u>	<u>0.486</u>	<u>54</u>	<u>0.405</u>	<u>54</u>	<u>0.486</u>
<u>55</u>	<u>0.543</u>	<u>55</u>	<u>0.447</u>	<u>55</u>	<u>0.543</u>
<u>56</u>	<u>0.605</u>	<u>56</u>	<u>0.493</u>	<u>56</u>	<u>0.605</u>

**Maximum Cost of Insurance Rates**

**2001 CSO Mortality Table**

<b><u>MALE</u></b>		<b><u>FEMALE</u></b>		<b><u>UNISEX</u></b>	
<b><u>Covered Person's Attained Age Last Birthday</u></b>	<b><u>Monthly Rate Per 1,000</u></b>	<b><u>Covered Person's Attained Age Last Birthday</u></b>	<b><u>Monthly Rate Per 1,000</u></b>	<b><u>Covered Person's Attained Age Last Birthday</u></b>	<b><u>Monthly Rate Per 1,000</u></b>
<u>57</u>	<u>0.663</u>	<u>57</u>	<u>0.541</u>	<u>57</u>	<u>0.663</u>
<u>58</u>	<u>0.719</u>	<u>58</u>	<u>0.591</u>	<u>58</u>	<u>0.719</u>
<u>59</u>	<u>0.785</u>	<u>59</u>	<u>0.642</u>	<u>59</u>	<u>0.785</u>
<u>60</u>	<u>0.867</u>	<u>60</u>	<u>0.695</u>	<u>60</u>	<u>0.867</u>
<u>61</u>	<u>0.966</u>	<u>61</u>	<u>0.753</u>	<u>61</u>	<u>0.966</u>
<u>62</u>	<u>1.082</u>	<u>62</u>	<u>0.813</u>	<u>62</u>	<u>1.082</u>
<u>63</u>	<u>1.206</u>	<u>63</u>	<u>0.879</u>	<u>63</u>	<u>1.206</u>
<u>64</u>	<u>1.337</u>	<u>64</u>	<u>0.950</u>	<u>64</u>	<u>1.337</u>
<u>65</u>	<u>1.471</u>	<u>65</u>	<u>1.028</u>	<u>65</u>	<u>1.471</u>
<u>66</u>	<u>1.606</u>	<u>66</u>	<u>1.113</u>	<u>66</u>	<u>1.606</u>
<u>67</u>	<u>1.747</u>	<u>67</u>	<u>1.207</u>	<u>67</u>	<u>1.747</u>
<u>68</u>	<u>1.895</u>	<u>68</u>	<u>1.309</u>	<u>68</u>	<u>1.895</u>
<u>69</u>	<u>2.058</u>	<u>69</u>	<u>1.423</u>	<u>69</u>	<u>2.058</u>
<u>70</u>	<u>2.245</u>	<u>70</u>	<u>1.553</u>	<u>70</u>	<u>2.245</u>
<u>71</u>	<u>2.476</u>	<u>71</u>	<u>1.698</u>	<u>71</u>	<u>2.476</u>
<u>72</u>	<u>2.745</u>	<u>72</u>	<u>1.858</u>	<u>72</u>	<u>2.745</u>
<u>73</u>	<u>3.027</u>	<u>73</u>	<u>2.033</u>	<u>73</u>	<u>3.027</u>
<u>74</u>	<u>3.330</u>	<u>74</u>	<u>2.223</u>	<u>74</u>	<u>3.330</u>
<u>75</u>	<u>3.663</u>	<u>75</u>	<u>2.433</u>	<u>75</u>	<u>3.663</u>
<u>76</u>	<u>4.037</u>	<u>76</u>	<u>2.663</u>	<u>76</u>	<u>4.037</u>
<u>77</u>	<u>4.473</u>	<u>77</u>	<u>2.914</u>	<u>77</u>	<u>4.473</u>
<u>78</u>	<u>4.977</u>	<u>78</u>	<u>3.190</u>	<u>78</u>	<u>4.977</u>
<u>79</u>	<u>5.540</u>	<u>79</u>	<u>3.493</u>	<u>79</u>	<u>5.540</u>
<u>80</u>	<u>6.168</u>	<u>80</u>	<u>3.869</u>	<u>80</u>	<u>6.168</u>
<u>81</u>	<u>6.850</u>	<u>81</u>	<u>4.330</u>	<u>81</u>	<u>6.850</u>
<u>82</u>	<u>7.568</u>	<u>82</u>	<u>4.817</u>	<u>82</u>	<u>7.568</u>
<u>83</u>	<u>8.352</u>	<u>83</u>	<u>5.328</u>	<u>83</u>	<u>8.352</u>
<u>84</u>	<u>9.224</u>	<u>84</u>	<u>5.895</u>	<u>84</u>	<u>9.224</u>
<u>85</u>	<u>10.197</u>	<u>85</u>	<u>6.466</u>	<u>85</u>	<u>10.197</u>
<u>86</u>	<u>11.264</u>	<u>86</u>	<u>7.140</u>	<u>86</u>	<u>11.264</u>
<u>87</u>	<u>12.416</u>	<u>87</u>	<u>7.974</u>	<u>87</u>	<u>12.416</u>
<u>88</u>	<u>13.638</u>	<u>88</u>	<u>8.854</u>	<u>88</u>	<u>13.638</u>
<u>89</u>	<u>14.919</u>	<u>89</u>	<u>9.723</u>	<u>89</u>	<u>14.919</u>
<u>90</u>	<u>16.190</u>	<u>90</u>	<u>10.352</u>	<u>90</u>	<u>16.190</u>
<u>91</u>	<u>17.439</u>	<u>91</u>	<u>10.961</u>	<u>91</u>	<u>17.439</u>
<u>92</u>	<u>18.745</u>	<u>92</u>	<u>11.977</u>	<u>92</u>	<u>18.745</u>
<u>93</u>	<u>20.122</u>	<u>93</u>	<u>13.351</u>	<u>93</u>	<u>20.122</u>
<u>94</u>	<u>21.572</u>	<u>94</u>	<u>15.075</u>	<u>94</u>	<u>21.572</u>
<u>95</u>	<u>23.010</u>	<u>95</u>	<u>16.957</u>	<u>95</u>	<u>23.010</u>
<u>96</u>	<u>24.413</u>	<u>96</u>	<u>18.808</u>	<u>96</u>	<u>24.413</u>
<u>97</u>	<u>25.905</u>	<u>97</u>	<u>20.006</u>	<u>97</u>	<u>25.905</u>
<u>98</u>	<u>27.496</u>	<u>98</u>	<u>20.649</u>	<u>98</u>	<u>27.496</u>
<u>99</u>	<u>29.193</u>	<u>99</u>	<u>21.998</u>	<u>99</u>	<u>29.193</u>

Maximum Cost of Insurance Rates

2001 CSO Mortality Table

<u>MALE</u>		<u>FEMALE</u>		<u>UNISEX</u>	
<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>	<u>Covered Person's Attained Age Last Birthday</u>	<u>Monthly Rate Per 1,000</u>
<u>100</u>	<u>30.813</u>	<u>100</u>	<u>23.752</u>	<u>100</u>	<u>30.813</u>
<u>101</u>	<u>32.247</u>	<u>101</u>	<u>25.658</u>	<u>101</u>	<u>32.247</u>
<u>102</u>	<u>33.771</u>	<u>102</u>	<u>27.755</u>	<u>102</u>	<u>33.771</u>
<u>103</u>	<u>35.392</u>	<u>103</u>	<u>30.059</u>	<u>103</u>	<u>35.392</u>
<u>104</u>	<u>37.113</u>	<u>104</u>	<u>32.572</u>	<u>104</u>	<u>37.113</u>
<u>105</u>	<u>38.941</u>	<u>105</u>	<u>35.227</u>	<u>105</u>	<u>38.941</u>
<u>106</u>	<u>40.881</u>	<u>106</u>	<u>37.944</u>	<u>106</u>	<u>40.881</u>
<u>107</u>	<u>42.940</u>	<u>107</u>	<u>40.707</u>	<u>107</u>	<u>42.940</u>
<u>108</u>	<u>45.124</u>	<u>108</u>	<u>43.517</u>	<u>108</u>	<u>45.124</u>
<u>109</u>	<u>47.439</u>	<u>109</u>	<u>46.420</u>	<u>109</u>	<u>47.439</u>
<u>110</u>	<u>49.892</u>	<u>110</u>	<u>49.330</u>	<u>110</u>	<u>49.892</u>
<u>111</u>	<u>52.490</u>	<u>111</u>	<u>52.135</u>	<u>111</u>	<u>52.490</u>
<u>112</u>	<u>55.239</u>	<u>112</u>	<u>54.814</u>	<u>112</u>	<u>55.239</u>
<u>113</u>	<u>58.148</u>	<u>113</u>	<u>57.566</u>	<u>113</u>	<u>58.148</u>
<u>114</u>	<u>61.223</u>	<u>114</u>	<u>61.005</u>	<u>114</u>	<u>61.223</u>
<u>115</u>	<u>64.472</u>	<u>115</u>	<u>64.279</u>	<u>115</u>	<u>64.472</u>
<u>116</u>	<u>67.898</u>	<u>116</u>	<u>67.697</u>	<u>116</u>	<u>67.898</u>
<u>117</u>	<u>71.513</u>	<u>117</u>	<u>71.325</u>	<u>117</u>	<u>71.513</u>
<u>118</u>	<u>75.318</u>	<u>118</u>	<u>74.715</u>	<u>118</u>	<u>75.318</u>
<u>119</u>	<u>79.306</u>	<u>119</u>	<u>78.255</u>	<u>119</u>	<u>79.306</u>
<u>120</u>	<u>83.333</u>	<u>120</u>	<u>83.333</u>	<u>120</u>	<u>83.333</u>

## Table of Attained Age Factors

Mortality: 2001 CSO Mortality Table - Interest: 1st Year 7%; 4% Thereafter

<u>Covered Person's Attained Age Last Birthday</u>	<u>MALE</u>	<u>FEMALE</u>	<u>UNISEX</u>
<u>15</u>	<u>9.37008</u>	<u>11.06977</u>	<u>9.37008</u>
<u>16</u>	<u>9.05703</u>	<u>10.68072</u>	<u>9.05703</u>
<u>17</u>	<u>8.76080</u>	<u>10.30684</u>	<u>8.76080</u>
<u>18</u>	<u>8.47934</u>	<u>9.94640</u>	<u>8.47934</u>
<u>19</u>	<u>8.20850</u>	<u>9.59968</u>	<u>8.20850</u>
<u>20</u>	<u>7.94600</u>	<u>9.26522</u>	<u>7.94600</u>
<u>21</u>	<u>7.69102</u>	<u>8.94179</u>	<u>7.69102</u>
<u>22</u>	<u>7.44287</u>	<u>8.62971</u>	<u>7.44287</u>
<u>23</u>	<u>7.20143</u>	<u>8.32791</u>	<u>7.20143</u>
<u>24</u>	<u>6.96700</u>	<u>8.03606</u>	<u>6.96700</u>
<u>25</u>	<u>6.73938</u>	<u>7.75436</u>	<u>6.73938</u>
<u>26</u>	<u>6.51875</u>	<u>7.48243</u>	<u>6.51875</u>
<u>27</u>	<u>6.30556</u>	<u>7.22033</u>	<u>6.30556</u>
<u>28</u>	<u>6.09886</u>	<u>6.96764</u>	<u>6.09886</u>
<u>29</u>	<u>5.89728</u>	<u>6.72394</u>	<u>5.89728</u>
<u>30</u>	<u>5.70082</u>	<u>6.48886</u>	<u>5.70082</u>
<u>31</u>	<u>5.50946</u>	<u>6.26202</u>	<u>5.50946</u>
<u>32</u>	<u>5.32317</u>	<u>6.04371</u>	<u>5.32317</u>
<u>33</u>	<u>5.14235</u>	<u>5.83320</u>	<u>5.14235</u>
<u>34</u>	<u>4.96708</u>	<u>5.63067</u>	<u>4.96708</u>
<u>35</u>	<u>4.79738</u>	<u>5.43595</u>	<u>4.79738</u>
<u>36</u>	<u>4.63342</u>	<u>5.24883</u>	<u>4.63342</u>
<u>37</u>	<u>4.47526</u>	<u>5.06868</u>	<u>4.47526</u>
<u>38</u>	<u>4.32277</u>	<u>4.89513</u>	<u>4.32277</u>
<u>39</u>	<u>4.17594</u>	<u>4.72767</u>	<u>4.17594</u>
<u>40</u>	<u>4.03446</u>	<u>4.56603</u>	<u>4.03446</u>
<u>41</u>	<u>3.89839</u>	<u>4.41024</u>	<u>3.89839</u>
<u>42</u>	<u>3.76760</u>	<u>4.26015</u>	<u>3.76760</u>
<u>43</u>	<u>3.64205</u>	<u>4.11559</u>	<u>3.64205</u>
<u>44</u>	<u>3.52175</u>	<u>3.97649</u>	<u>3.52175</u>
<u>45</u>	<u>3.40656</u>	<u>3.84275</u>	<u>3.40656</u>
<u>46</u>	<u>3.29609</u>	<u>3.71436</u>	<u>3.29609</u>
<u>47</u>	<u>3.19007</u>	<u>3.59122</u>	<u>3.19007</u>
<u>48</u>	<u>3.08791</u>	<u>3.47315</u>	<u>3.08791</u>
<u>49</u>	<u>2.98907</u>	<u>3.36009</u>	<u>2.98907</u>
<u>50</u>	<u>2.89364</u>	<u>3.25187</u>	<u>2.89364</u>
<u>51</u>	<u>2.80166</u>	<u>3.14826</u>	<u>2.80166</u>
<u>52</u>	<u>2.71327</u>	<u>3.04918</u>	<u>2.71327</u>
<u>53</u>	<u>2.62858</u>	<u>2.95444</u>	<u>2.62858</u>
<u>54</u>	<u>2.54753</u>	<u>2.86382</u>	<u>2.54753</u>
<u>55</u>	<u>2.47020</u>	<u>2.77710</u>	<u>2.47020</u>

### Attained Age Factors

Mortality: 2001 CSO Mortality Table - Interest: 1st Year 7%; 4% Thereafter

Covered Person's  
Attained Age Last

Birthday

MALE

FEMALE

UNISEX

<u>56</u>	<u>2.39646</u>	<u>2.69417</u>	<u>2.39646</u>
<u>57</u>	<u>2.32611</u>	<u>2.61489</u>	<u>2.32611</u>
<u>58</u>	<u>2.25865</u>	<u>2.53905</u>	<u>2.25865</u>
<u>59</u>	<u>2.19377</u>	<u>2.46638</u>	<u>2.19377</u>
<u>60</u>	<u>2.13148</u>	<u>2.39662</u>	<u>2.13148</u>
<u>61</u>	<u>2.07192</u>	<u>2.32958</u>	<u>2.07192</u>
<u>62</u>	<u>2.01523</u>	<u>2.26515</u>	<u>2.01523</u>
<u>63</u>	<u>1.96143</u>	<u>2.20318</u>	<u>1.96143</u>
<u>64</u>	<u>1.91034</u>	<u>2.14356</u>	<u>1.91034</u>
<u>65</u>	<u>1.86174</u>	<u>2.08619</u>	<u>1.86174</u>
<u>66</u>	<u>1.81537</u>	<u>2.03100</u>	<u>1.81537</u>
<u>67</u>	<u>1.77094</u>	<u>1.97791</u>	<u>1.77094</u>
<u>68</u>	<u>1.72827</u>	<u>1.92687</u>	<u>1.72827</u>
<u>69</u>	<u>1.68719</u>	<u>1.87781</u>	<u>1.68719</u>
<u>70</u>	<u>1.64764</u>	<u>1.83069</u>	<u>1.64764</u>
<u>71</u>	<u>1.60966</u>	<u>1.78550</u>	<u>1.60966</u>
<u>72</u>	<u>1.57345</u>	<u>1.74224</u>	<u>1.57345</u>
<u>73</u>	<u>1.53910</u>	<u>1.70082</u>	<u>1.53910</u>
<u>74</u>	<u>1.50640</u>	<u>1.66117</u>	<u>1.50640</u>
<u>75</u>	<u>1.47520</u>	<u>1.62321</u>	<u>1.47520</u>
<u>76</u>	<u>1.44542</u>	<u>1.58688</u>	<u>1.44542</u>
<u>77</u>	<u>1.41706</u>	<u>1.55207</u>	<u>1.41706</u>
<u>78</u>	<u>1.39018</u>	<u>1.51874</u>	<u>1.39018</u>
<u>79</u>	<u>1.36488</u>	<u>1.48680</u>	<u>1.36488</u>
<u>80</u>	<u>1.34113</u>	<u>1.45617</u>	<u>1.34113</u>
<u>81</u>	<u>1.31891</u>	<u>1.42708</u>	<u>1.31891</u>
<u>82</u>	<u>1.29813</u>	<u>1.39981</u>	<u>1.29813</u>
<u>83</u>	<u>1.27859</u>	<u>1.37414</u>	<u>1.27859</u>
<u>84</u>	<u>1.26022</u>	<u>1.34986</u>	<u>1.26022</u>
<u>85</u>	<u>1.24302</u>	<u>1.32693</u>	<u>1.24302</u>
<u>86</u>	<u>1.22702</u>	<u>1.30500</u>	<u>1.22702</u>
<u>87</u>	<u>1.21222</u>	<u>1.28419</u>	<u>1.21222</u>
<u>88</u>	<u>1.19856</u>	<u>1.26487</u>	<u>1.19856</u>
<u>89</u>	<u>1.18598</u>	<u>1.24684</u>	<u>1.18598</u>
<u>90</u>	<u>1.17436</u>	<u>1.22976</u>	<u>1.17436</u>
<u>91</u>	<u>1.16342</u>	<u>1.21238</u>	<u>1.16342</u>
<u>92</u>	<u>1.15279</u>	<u>1.19415</u>	<u>1.15279</u>
<u>93</u>	<u>1.14226</u>	<u>1.17576</u>	<u>1.14226</u>
<u>94</u>	<u>1.13152</u>	<u>1.15750</u>	<u>1.13152</u>
<u>95</u>	<u>1.12018</u>	<u>1.13943</u>	<u>1.12018</u>
<u>96</u>	<u>1.10739</u>	<u>1.12092</u>	<u>1.10739</u>
<u>97</u>	<u>1.09184</u>	<u>1.10078</u>	<u>1.09184</u>
<u>98</u>	<u>1.07166</u>	<u>1.07644</u>	<u>1.07166</u>
<u>99</u>	<u>1.03421</u>	<u>1.03421</u>	<u>1.03421</u>

### Attained Age Factors

Mortality: 2001 CSO Mortality Table - Interest: 1st Year 7%; 4% Thereafter

Covered Person's

Attained Age

Last Birthday

MALE

FEMALE

UNISEX

<u>100</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>101</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>102</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>103</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>104</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>105</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>106</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>107</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>108</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>109</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>110</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>111</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>112</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>113</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>114</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>115</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>116</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>117</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>118</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>119</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>
<u>120</u>	<u>1.00000</u>	<u>1.00000</u>	<u>1.00000</u>



### Underwriting Information Form – Simplified Issue

To be completed by each Proposed Covered Person

The Prudential Insurance Company of America

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Contract Holder: \_\_\_\_\_

Proposed Covered Person: \_\_\_\_\_

- 1) Have you executed a Consent Form agreeing to be covered under a COLI policy?  Yes  No
- 2) Are you performing all of the duties of your normal occupation on a full-time basis (at least 30 hours per week) at your customary place of employment?  Yes  No **(If no, provide details below.)**
- 3) Within the past 90 days, have you been hospitalized or absent from work due to illness or injury for any period of five consecutive days?  Yes  No **(If yes, provide details below, including initial date and duration of illness or injury.)**
- 4) Have you smoked cigarettes within the past 12 months?  Yes  No
- 5) Has any insurance carrier declined to issue life insurance coverage on your life within the past 12 months?  Yes  No **(If yes, provide details below.)**
- 6) What is your current height and weight? Height \_\_\_\_\_ Weight \_\_\_\_\_
- 7) What was the date of your last consultation with a doctor? \_\_\_\_\_ **(Provide details below, including name and address of Primary/other physician.)**
- 8) Within the last five years, have you been treated for heart disease, diabetes, cancer, Acquired Immune Deficiency Syndrome (AIDS), or AIDS-Related Complex (ARC)?  Yes  No **(If yes, provide details below.)**

Details for questions 2, 3, 5, 7, 8:

Q# \_\_\_\_\_

Q# \_\_\_\_\_

Q# \_\_\_\_\_

**(For additional medical details, attach a separate Underwriting Information Form.)**

9) List all existing life insurance coverage.  Check here if none.

Company	Amount	Year Issued	Type of insurance *

\* Individual or Group

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**Authorization  
to Release  
Information**

I authorize any licensed physician, medical practitioner, hospital, clinic, other health care provider, pharmacy benefit manager, insurance company, government agency, or the Medical Information Bureau or other organization or person to give any information about me or my mental or physical health to Prudential and/or its authorized agents to determine my eligibility for insurance and/or benefit payment. The information authorized for release includes my entire medical record, excluding psychotherapy notes, but includes any information regarding medications used, drug and alcohol treatment, and communicable or venereal diseases, such as hepatitis, syphilis, gonorrhea, the human immunodeficiency virus (HIV), and Acquired Immune Deficiency Syndrome (AIDS). It also includes motor vehicle records.

**For purposes of this Authorization, I hereby revoke any prior restrictions on disclosure of my medical records, and authorize the release of my entire medical record to Prudential, excluding psychotherapy notes.**

This Authorization may be revoked at any time by writing us at 13001 County Rd 10 Suite 4C, Plymouth, MN 55442. The revocation will not be valid to the extent we relied on the Authorization prior to the notice of revocation. In addition, we may continue to use the Authorization to contest coverage. Revocation or alteration of this Authorization may mean that we will not be able to complete the underwriting process and may deny a claim for insurance. Prudential may retain and disclose information to the Medical Information Bureau, reinsurers, or for insurance underwriting, policyholder service or claim handling, to others who perform services for us, or as otherwise allowed by law. Any revocation of this Authorization will not impact these rights of disclosure.

Once disclosed to Prudential, the information will no longer be protected by the Health Insurance Portability and Accountability Act, but will be protected by other applicable federal and state laws relating to the protection of personal information. This Authorization is valid for two years after the date below. A copy of this Authorization will be provided to me by my insurance representative or Prudential, either at the time of execution or shortly thereafter. I understand my representative can tell me how and when I will receive a copy. A photocopy of this Authorization is as valid as the original.

---

**Signature** To the best of my knowledge and belief, the above statements are complete, true and correctly recorded.

**WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive or misleading facts or information when filing an insurance application or a statement of claim for payment of a loss or benefit commits a fraudulent insurance act, is/may be guilty of a crime and may be prosecuted and punished under state law. Penalties may include fines, civil damages and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto.

\_\_\_\_\_  
Signature of Proposed Covered Person

Signed at \_\_\_\_\_ on \_\_\_\_\_  
(City, State) (Month/Day/Year)

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**The Prudential Insurance Company of America  
Attn: PruBenefit Funding  
13001 County Rd 10 Suite 4C, Plymouth, MN 55442**

**If you have any questions, please call us at (800) 286-7754.**

**This Underwriting Information Form will be attached to, and becomes a part of, the Contract Holder's application for the Group Flexible Premium Variable Universal Life Insurance Contract.**

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PruBenefit Select<sup>sm</sup> Group Flexible Premium Variable Universal Life Insurance (contract series 113550) is issued by The Prudential Insurance Company of America and is offered through Pruco Securities, LLC, both located at 751 Broad Street, Newark, NJ 07102.



## Underwriting Information Form – Guaranteed Issue

To be completed by each Proposed Covered Person

The Prudential Insurance Company of America

---

Contract Holder: \_\_\_\_\_

Proposed Covered Person: \_\_\_\_\_

- 1) Have you executed a Consent Form agreeing to be covered under a COLI policy? [ ] Yes [ ] No
- 2) Are you performing all of the duties of your normal occupation on a full-time basis (at least 30 hours per week) at your customary place of employment? [ ] Yes [ ] No **(If no, provide details below.)**
- 3) Within the past 90 days, have you been hospitalized or absent from work due to illness or injury for any period of five consecutive days? [ ] Yes [ ] No **(If yes, provide details below, including initial date and duration of illness or injury.)**
- 4) Have you smoked any cigarettes within the past 12 months? [ ] Yes [ ] No
- 5) Has any insurance carrier declined to issue life insurance coverage on your life within the past 12 months? [ ] Yes [ ] No **(If yes, provide details below.)**

Details for questions 2, 3, 5:

Q# \_\_\_\_\_

Q# \_\_\_\_\_

Q# \_\_\_\_\_

---

**Signature** To the best of my knowledge and belief, the above statements are complete, true and correctly recorded.

**WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive or misleading facts or information when filing an insurance application or a statement of claim for payment of a loss or benefit commits a fraudulent insurance act, is/may be guilty of a crime and may be prosecuted and punished under state law. Penalties may include fines, civil damages and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto.

\_\_\_\_\_  
Signature of Proposed Covered Person

Signed at \_\_\_\_\_ on \_\_\_\_\_  
(City, State) (Month/Day/Year)

---

The Prudential Insurance Company of America  
Attn: PruBenefit Funding  
13001 County Rd 10 Suite 4C, Plymouth, MN 55442

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## Underwriting Information Form – Guaranteed Issue

To be completed by each Proposed Covered Person

The Prudential Insurance Company of America

---

Contract Holder: \_\_\_\_\_

Proposed Covered Person: \_\_\_\_\_

- 1) Have you executed a Consent Form agreeing to be covered under a COLI policy? [ ] Yes [ ] No
- 2) Are you performing all of the duties of your normal occupation on a full-time basis (at least 30 hours per week) at your customary place of employment? [ ] Yes [ ] No **(If no, provide details below.)**
- 3) Within the past 90 days, have you been hospitalized or absent from work due to illness or injury for any period of five consecutive days? [ ] Yes [ ] No **(If yes, provide details below, including initial date and duration of illness or injury.)**
- 4) Have you smoked any cigarettes within the past 12 months? [ ] Yes [ ] No
- 5) Has any insurance carrier declined to issue life insurance coverage on your life within the past 12 months? [ ] Yes [ ] No **(If yes, provide details below.)**

Details for questions 2, 3, 5:

Q# \_\_\_\_\_

Q# \_\_\_\_\_

Q# \_\_\_\_\_

**Signature** To the best of my knowledge and belief, the above statements are complete, true and correctly recorded.

**WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive or misleading facts or information when filing an insurance application or a statement of claim for payment of a loss or benefit commits a fraudulent insurance act, is/may be guilty of a crime and may be prosecuted and punished under state law. Penalties may include fines, civil damages and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto.

\_\_\_\_\_  
Signature of Proposed Covered Person

Signed at \_\_\_\_\_ on \_\_\_\_\_  
(City, State) (Month/Day/Year)

---

The Prudential Insurance Company of America  
Attn: PruBenefit Funding  
13001 County Rd 10 Suite 4C, Plymouth, MN 55442

If you have any questions, please call us at (800) 286-7754.

**This Underwriting Information Form will be attached to, and becomes a part of, the Contract Holder's application for the Group Flexible Premium Variable Universal Life Insurance Contract.**

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PruBenefit Select<sup>sm</sup> Group Flexible Premium Variable Universal Life Insurance  
Registered COLI

PruBenefit Select<sup>sm</sup> Group Flexible Premium Variable Universal Life Insurance (contract series 113550) is issued by The Prudential Insurance Company of America and is offered through Pruco Securities, LLC, both located at 751 Broad Street, Newark, NJ 07102.

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## Underwriting Information Form – Full Underwriting

To be completed by each Proposed Covered Person

The Prudential Insurance Company of America

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Contract Holder: \_\_\_\_\_

Proposed Covered Person: \_\_\_\_\_

1) Have you executed a Consent Form agreeing to be covered under a COLI policy?  Yes  No

2) Are you performing all of the duties of your normal occupation on a full-time basis (at least 30 hours per week) at your customary place of employment?  Yes  No  
**(If no, provide details.)**

\_\_\_\_\_  
\_\_\_\_\_

3) Within the past 90 days, have you been hospitalized or absent from work due to illness or injury for any period of five consecutive days?  Yes  No  
**(If yes, provide details, including initial date and duration of illness or injury.)**

\_\_\_\_\_  
\_\_\_\_\_

4) What is your occupation, and what are the duties?

\_\_\_\_\_  
\_\_\_\_\_

5) Have you smoked cigarettes within the past 12 months?  Yes  No

6) Has any insurance carrier declined to issue life insurance coverage on your life in the past 12 months?  Yes  No  
**(If yes, provide details.)**

\_\_\_\_\_  
\_\_\_\_\_

7) Within the last two years, have you done or plan to do the following:

a. operate or have any duties aboard an aircraft, glider, balloon, or similar device?  Yes  No  
**(If yes, complete Aviation Questionnaire.)**

b. participate in hazardous sports, such as auto, motorcycle, snowmobile, or powerboat competitions/exhibitions, scuba diving, mountain climbing, parachuting, skydiving, or any other such sport or hobby?  Yes  No  
**(If yes, complete Avocation Questionnaire.)**

8) Are you applying for or requesting reinstatement or policy change(s) of any other life or health insurance policy?  Yes  No  
**(If yes, provide insurance company, policy plan, and amount.)**

In lieu of this form, Prudential may accept any form that meets all of Prudential's requirements.

\_\_\_\_\_

\_\_\_\_\_

9) Have you been convicted of, or currently charged with, the commission of any criminal offense – other than the violation of a motor vehicle law – within the last 10 years? [ ] Yes [ ] No  
**(If yes, provide details.)**

\_\_\_\_\_

\_\_\_\_\_

10). a. Driver's license number and state of issue: \_\_\_\_\_

b. In the last three years, have you:

(1) had a driver's license denied, suspended or revoked? [ ] Yes [ ] No

(2) been convicted of or cited for [ ] Yes [ ] No

(a) three or more moving violations? [ ] Yes [ ] No

(b) driving under the influence of alcohol or drugs? [ ] Yes [ ] No

(3) been involved as a driver in two or more auto accidents? [ ] Yes [ ] No

**(If yes to any of the above, provide details, including type of violation, accident, or reason for denial, suspension or revocation.)**

\_\_\_\_\_

\_\_\_\_\_

11) Do you plan to live or travel outside the United States or Canada within the next twelve months? **(If yes, list countries and purpose and duration of each trip.)** [ ] Yes [ ] No

\_\_\_\_\_

\_\_\_\_\_

12) List all existing life insurance coverage. [ ] Check here if none.

Company	Amount	Year Issued	Type of insurance *

\* Individual or Group

13) What was the date of your last consultation with a doctor, what was the physician's name and address, and what was the reason for the visit?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In lieu of this form, Prudential may accept any form that meets all of Prudential's requirements.

**Authorization  
to Release  
Information**

I authorize any licensed physician, medical practitioner, hospital, clinic, other health care provider, pharmacy benefit manager, insurance company, government agency, or the Medical Information Bureau or other organization or person to give any information about me or my mental or physical health to Prudential and/or its authorized agents to determine my eligibility for insurance and/or benefit payment. The information authorized for release includes my entire medical record, excluding psychotherapy notes, but includes any information regarding medications used, drug and alcohol treatment, and communicable or venereal diseases, such as hepatitis, syphilis, gonorrhea, the human immunodeficiency virus (HIV), and Acquired Immune Deficiency Syndrome (AIDS). It also includes motor vehicle records.

**For purposes of this Authorization, I hereby revoke any prior restrictions on disclosure of my medical records, and authorize the release of my entire medical record to Prudential, excluding psychotherapy notes.**

This Authorization may be revoked at any time by writing us at 13001 County Rd 10 Suite 4C, Plymouth, MN 55442. The revocation will not be valid to the extent we relied on the Authorization prior to the notice of revocation. In addition, we may continue to use the Authorization to contest coverage. Revocation or alteration of this Authorization may mean that we will not be able to complete the underwriting process and may deny a claim for insurance. Prudential may retain and disclose information to the Medical Information Bureau, reinsurers, or for insurance underwriting, policyholder service or claim handling, to others who perform services for us, or as otherwise allowed by law. Any revocation of this Authorization will not impact these rights of disclosure.

Once disclosed to Prudential, the information will no longer be protected by the Health Insurance Portability and Accountability Act, but will be protected by other applicable federal and state laws relating to the protection of personal information. This Authorization is valid for two years after the date below. A copy of this Authorization will be provided to me by my insurance representative or Prudential, either at the time of execution or shortly thereafter. I understand my representative can tell me how and when I will receive a copy. A photocopy of this Authorization is as valid as the original.

---

**Signature**      To the best of my knowledge and belief, the above statements are complete, true and correctly recorded.

**WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive or misleading facts or information when filing an insurance application or a statement of claim for payment of a loss or benefit commits a fraudulent insurance act, is/may be guilty of a crime and may be prosecuted and punished under state law. Penalties may include fines, civil damages and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto.

\_\_\_\_\_  
Signature of Proposed Covered Person

Signed at \_\_\_\_\_ on \_\_\_\_\_  
(City, State) (Month/ Day/Year)

---

**The Prudential Insurance Company of America  
Attn: PruBenefit Funding  
13001 County Rd 10 Suite 4C, Plymouth, MN 55442**

**If you have any questions, please call us at (800) 286-7754.**

**This Underwriting Information Form will be attached to, and becomes a part of, the Contract Holder's application for the Group Flexible Premium Variable Universal Life Insurance Contract.**

PruBenefit Select<sup>sm</sup> Group Flexible Premium Variable Universal Life Insurance (contract series 113550) is issued by The Prudential Insurance Company of America and is offered through Pruco Securities, LLC, both located at 751 Broad Street, Newark, NJ 07102.

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In lieu of this form, Prudential may accept any form that meets all of Prudential's requirements.



## Aviation Questionnaire

Supplement to the Underwriting Information Form – Full Underwriting

The Prudential Insurance Company of America

Contract Holder: \_\_\_\_\_

Proposed Covered Person: \_\_\_\_\_

How many hours have you flown and do you plan to fly in each category below? (Include flight for flight pay.)  
If none, write "none."

	Hours flown in last 12 mos.	Hours flown in last 24 mos.	Total Hours flown to date	Estimate of hours for next 12 mos.
<b>1. Pilot and Co-pilot</b>				
Private and Student (not flying for hire)				
Commercial (flying for hire, including pilot instruction)				
Military (including student, Reserve and Nat'l Guard)				
<b>2. Crew member (with duties aboard aircraft, including photographer, observer, flight attendant, etc.)</b>				
Commercial (flying for hire)				
Military (including Reserve and National Guard)				
<b>3. Passenger, except scheduled airlines (with no duties aboard aircraft.)</b>				

### Type of Flights

What were the nature of the flights above and the type of aircraft flown in the last two years? (If more than one, check each appropriate box.)

#### 1. Civil Aviation

- |  |  |
|--|--|
| <input type="checkbox"/> U.S. Certificated (comparable Canadian) passenger/cargo airline | <input type="checkbox"/> Giving flight instruction number of hours per year _____              |
| <input type="checkbox"/> U.S. Certificated All-Cargo airline                             | <input type="checkbox"/> Dusting or spraying   |
| <input type="checkbox"/> U.S. Certificated Charter airline                               | <input type="checkbox"/> Test – production line (describe in <b>Remarks</b> )                  |
| <input type="checkbox"/> Other U.S. and Canadian airline                                 | <input type="checkbox"/> Experimental, aerobatic or stunt flying (describe in <b>Remarks</b> ) |
| <input type="checkbox"/> Foreign airline flying to U.S. and Canada                       | <input type="checkbox"/> Pleasure  |
| <input type="checkbox"/> Company or private business                                     | <input type="checkbox"/> Hang gliding, ultralite, etc.   |
| <input type="checkbox"/> Other flying service  | <input type="checkbox"/> Student pilot   |
|  | <input type="checkbox"/> Other (describe in <b>Remarks</b> )                                   |

#### 2. Military Aviation

- |   |  |
|---|--|
| <input type="checkbox"/> Carrier-based aircraft               | <input type="checkbox"/> Non-supersonic bombers of the Air Combat Command                    |
| <input type="checkbox"/> Land-based aircraft                  | <input type="checkbox"/> Tankers and tactical airlift of the Air Mobility Command            |
| <input type="checkbox"/> Fighters                             | <input type="checkbox"/> Other Air Mobility Command aircraft                                 |
| <input type="checkbox"/> Interceptors                         | <input type="checkbox"/> Patrol and reconnaissance planes of the Navy                        |
|   | <input type="checkbox"/> Search and rescue planes of the Air Force and Navy                  |
| <input type="checkbox"/> Other land-based aircraft, used for: | <input type="checkbox"/> Test or experimental (describe in <b>Remarks</b> )                  |
| <input type="checkbox"/> Observation                          | <input type="checkbox"/> Other (state branch of service including National Guard or Reserve) |
| <input type="checkbox"/> Spotting                             | <input type="checkbox"/> Student pilot   |
| <input type="checkbox"/> Supersonic bombers                   |  |
| <input type="checkbox"/> Fighter or attack bombers            |  |
| <input type="checkbox"/> Tactical support of combat personnel |  |

#### 3. Type of Aircraft

Single engine  Multi-engine  Jet  Propeller  Helicopter  If military, identify in **Remarks** (e.g., C-5, B2, etc.)

4. Do you plan that your future flying will be of a different nature?  Yes  No (If yes, describe in **Remarks**.)

5. Do you plan to fly in a different type of aircraft in the future?  Yes  No (If yes, describe in **Remarks**.)

### Flight Details

1. Who owns the aircraft? \_\_\_\_\_

2. What is your job aboard the aircraft? \_\_\_\_\_

3. Month and year of last flight in table above for all that apply: Student \_\_\_/\_\_\_ Pilot or co-pilot \_\_\_/\_\_\_  
Crew member \_\_\_/\_\_\_ Passenger \_\_\_/\_\_\_





## Avocation Questionnaire

Supplement to the Underwriting Information Form – Full Underwriting

The Prudential Insurance Company of America

---

Contract Holder: \_\_\_\_\_

Proposed Covered Person: \_\_\_\_\_

### Avocation Information

1) Provide details of each avocation and describe safety equipment used (include exact location where each activity takes place – including starting point, if applicable).

---

---

---

2) How long have you participated in each activity?

---

3) Date you last participated \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (month/year)

4) Number of times you participate per year: Last 12 months \_\_\_\_\_ Next 12 months \_\_\_\_\_

### Training and Certification

1) List formal training and qualifying certificates, licenses, etc., held.

---

---

---

2) Are you a member of an organization with national affiliation and established safety rules?  Yes  No

If yes, give name of organization.

---

### Exhibitions and/or Competition Information

1) Have you engaged in, or do you intend to engage in, any exhibitions, stunting, exploration, rescue, dare-devil or record-setting activities?  Yes  No

(If Yes, describe fully, including frequency.)

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2) Describe type of competition in which you participate (If motor racing, include exact type of race, e.g., drag, enduro, against time or competition, and type of track, e.g. oval.)

---

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---

a) Is it amateur or professional?

---

b) If events are supervised, name supervising organization.

---

c) Any competition outside of U.S. or Canada?  Yes  No (If yes, where)

---



**Benefit Summary Report**

PruBenefit Select

Made a part of the Group Contract as of

**Contract Holder Name**  
**Contract Holder Address**  
**City, State zip**

**Coverage As of Date:**

**Insured ID Number:**

**Client ID Number**

**Case Name**  
**Owner**

**Contract Effective Date:**

**Insured Name**

**Insured Beneficiary Information:**

<u>Name</u>	<u>Relationship</u>	<u>Type</u>	<u>Percentage</u>
-------------	---------------------	-------------	-------------------

**Life Insurance on the Insured**

<b>Coverage Segment</b>	<b>Coverage Segment</b>	<b>Coverage Type</b>	<b>Basic Insurance</b>	<b>Underwriting</b>	<b>Rating Class</b>	<b>Gender</b>	<b>Issue Age</b>
<b>Eff Date</b>			<b>Target Premium</b>	<b>Type</b>			

**Coverage Amount:**

**Death Benefit Type:**

**IRC 7702 Definition of Life Insurance**

<sup>^</sup>PruBenefit Select is issued by The Prudential Insurance Company of America. It is offered by prospectus only through Pruco Securities, LLC, or through broker-dealers that have selling agreements with Pruco Securities, which act as an agent of The Prudential Insurance Company of America in this transaction. The Prudential Insurance Company of America and Pruco Securities LLC are both located at 751 Broad Street, Newark, NJ 07102, and are Prudential Financial companies. Transactions generally are effected as of 4:00 PM ET each business day. If you have questions, please call the PruBenefit Funding Service Center at 1-800-286-7754, Monday through Friday, 9:00 AM - 6:00 PM Eastern Time.

*SERFF Tracking Number:* PRUD-125608105 *State:* Arkansas  
*Filing Company:* The Prudential Insurance Company of America *State Tracking Number:* 38717  
*Company Tracking Number:* PBFD-113550 AR 2000-GJP-AR  
*TOI:* L06G Group Life - Variable *Sub-TOI:* L06G.002 Single Life - Flexible Premium  
*Product Name:* Group Flexible Premium Variable Universal Life Insurance Contract  
*Project Name/Number:* 113550 AR 2000, et al./113550 AR 2000, et al.

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUD-125608105 State: Arkansas  
Filing Company: The Prudential Insurance Company of America State Tracking Number: 38717  
Company Tracking Number: PBFD-113550 AR 2000-GJP-AR  
TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium  
Product Name: Group Flexible Premium Variable Universal Life Insurance Contract  
Project Name/Number: 113550 AR 2000, et al./113550 AR 2000, et al.

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Certification/Notice 04/14/2008

**Comments:**

Please see cover letter for additional information.

**Attachment:**

Certification of Compliance-AR Reg 19.pdf

### Review Status:

**Satisfied -Name:** Application 04/14/2008

**Comments:**

We have also included clean and marked copies of the Application under the Form Schedule Tab.

**Attachment:**

PBS Application-AR-Clean.pdf

### Review Status:

**Satisfied -Name:** Life & Annuity - Actuarial Memo 04/14/2008

**Comments:**

**Attachment:**

PBS Actuarial Memo.pdf

### Review Status:

**Satisfied -Name:** Description of Approval Process- 04/15/2008  
Separate Accounts

**Comments:**

**Attachment:**

Description of Approval Process to Change the Investment Policy of the Separate Accounts.pdf

### Review Status:

**Satisfied -Name:** Memorandum of Variability 04/15/2008

**Comments:**

**Attachment:**

PBS MOV-AR.pdf

SERFF Tracking Number: PRUD-125608105 State: Arkansas  
Filing Company: The Prudential Insurance Company of America State Tracking Number: 38717  
Company Tracking Number: PBFD-113550 AR 2000-GJP-AR  
TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium  
Product Name: Group Flexible Premium Variable Universal Life Insurance Contract  
Project Name/Number: 113550 AR 2000, et al./113550 AR 2000, et al.

**Review Status:**

**Satisfied -Name:** Cover Letter 04/15/2008

**Comments:**

**Attachment:**

PBS Cover Letter AR.pdf

**Review Status:**

**Satisfied -Name:** Sample Cover Page-Officers Signatures 04/15/2008

**Comments:**

**Attachment:**

Sample Cover Page with Signatures of Officers.pdf

ALL FILINGS

STATE OF ARKANSAS

**The Prudential Insurance Company of America**

(Company Name)

80 Livingston Avenue, Building, ROS3, Roseland, New Jersey 07068

(City, State)

CERTIFICATION OF COMPLIANCE  
REGULATION 19

Form: 113550 AR 2000, et. al.

We hereby certify that The Prudential Insurance Company of America has reviewed Regulation 19 regarding unfair sex discrimination in the sale of insurance and is in compliance with this Regulation.



\_\_\_\_\_  
Signature of Officer

Rocco A. Mariano, Jr., FSA, MAAA, Vice President & Actuary  
Officer Title

Date April 14, 2008



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

## PruBenefit Select<sup>SM</sup>

### Group Flexible Premium Variable Universal Life Insurance Contract

Application For Group Contract No. G-#####

Applicant: SPECIFY PARTY

Address: SPECIFY PLACE

The undersigned hereby applies for the Coverage to be provided by Prudential under the Group Contract referenced above. The Contract Holder will provide a census to Prudential on or before the Contract Date. Capitalized terms used in this Application are as defined in the Group Contract. The Death Benefit may be fixed or variable. A fixed Death Benefit may become variable if necessary to meet the definition of life insurance under the Internal Revenue Code. See Variable Universal Life Insurance Coverage, Schedule of Charges and General Rules in the Group Contract. The Cash Values under the Group Contract may increase or decrease in accordance with the experience of the Variable Investment Options and the amount of interest, if any, credited to the Fixed Interest Rate Option.

The Contract Holder certifies to Prudential that:

- (1) the Contract Holder has completed an On-line Document Center user data collection form  
 Yes  No;
- (2) the Contract Holder consents to accept e-delivery of all documents relating to the Group Contract and Application, including any reports  
 Yes  No;
- (3) the Contract Holder will use any proceeds or values under the Group Contract to finance employee benefit costs;
- (4) the Contract Holder is in compliance with the requirements of the Pension Protection Act of 2006 as those requirements relate to the treatment of employer-owned life insurance contracts under Section 101(j) of the Code (Internal Revenue Code of 1986, as amended) and returns and records with respect to employer-owned life insurance contracts under Code Section 6039I and acknowledges that Prudential shall have no obligation with respect to the Contract Holder's compliance with such Code Sections;

(5) the Contract Holder has sufficient knowledge and experience in financial and business matters so that it is capable of evaluating the merits and risks associated with an investment in variable insurance products; has exercised its independent judgment in choosing to invest in the Group Contract by independently assessing the opportunities and risks presented by the investment, relevant market factors and other relevant investment consideration; believes that the Group Contract will meet its insurance needs, investment objectives, risk tolerance and time horizon; understands that there is no guarantee with respect to investment performance of the Variable Investment Options and that additional premium may be needed to maintain the coverage in force; understands that the premiums contributed to the Group Contract are invested in one or more Separate Accounts, the assets of which are to be invested as described in the Group Contract, which it agrees to, and that the Group Contract cash values and Death Benefits will fluctuate based upon that investment performance; understands that any illustrations provided to the Contract Holder are based on a set of hypothetical assumptions and that the actual performance will vary;

(6) the Contract Holder has received a current prospectus for the Group Contract; and

All Underwriting Information Forms completed by Employees covered under the Group Contract are attached to, and become a part of, this Application.

The Group Contract is approved and its terms are hereby accepted.

**WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.**

\_\_\_\_\_  
CONTRACT HOLDER NAME  
(Full or Corporate Name of Applicant)

Dated at: PLACE

By: JOHN DOE  
(Name:  
Title:)

On: DATE

Witness: JANE DOE  
(To be signed by Resident  
Agent where required by law)

## **The Prudential Insurance Company of America**

### **Actuarial Memorandum: Registered Group COLI**

#### **General Description:**

Prudential's Group Flexible Premium Variable Universal Life Insurance contract (Contract Series Form Number 113550, 2000 sub-series) for Registered Group COLI is an employer-pay-all life insurance plan that combines features of group term life insurance and variable life insurance. The cash surrender value will vary with the experience of the investment account(s) to which net contributions are allocated. The contract may be written with (a) a fixed death benefit, where the death benefit is equal to the Coverage Amount (the sum of the insured's Coverage Fund and the net amount at risk), (b) a variable death benefit, where the death benefit is equal to the sum of the Coverage Amount plus the insured's Coverage Fund, or (c) a return-of-premium death benefit, where the death benefit is equal to the sum of the Coverage Amount plus total premium paid (less withdrawals) accumulated with interest. Death benefits may be adjusted to meet the Definition of Life Insurance as described in Internal Revenue Code Section 7702.

For all Death Benefit types, when a Covered Person attains age 100, the Coverage's Death Benefit will equal the Cash Value, less any Coverage Debt outstanding and any past due monthly charges. For such Coverage, Prudential will then no longer deduct monthly charges for the Cost of Insurance for Basic Insurance and Target Term Insurance, if any, nor accept any contributions. Prudential will continue to collect the monthly Mortality and Expense Risk Charge and Administrative Charge. Please note that Prudential may, in compliance with applicable law, decide to change the age at which the death benefit equals the cash value. Prudential will change the age at which the death benefit equals the cash value, prospectively, to newly issued Group Contracts. Except as required by applicable law, the change will not affect in force Group Contracts. The range for this number is 100 to 120. Prudential may change the age due to changes in Prudential's underlying experience assumptions and/or market demands.

The Contract Holder may purchase insurance Target Term Insurance, a flexible term insurance benefit to Attained Age 100 of a Covered Person.

The Contract Holder is either the employer or the trustee of a trust established by the employer. The Contract Holder pays all premiums and is the named beneficiary under the contract.

Premiums are flexible. From the gross premium payment, Prudential deducts applicable charges, as described in the "Charges" section of this memorandum. The balance is the net contribution.

A contract fund (Coverage Fund) is maintained with respect to each covered insured (Covered Person). The contract holder has the right to determine how net contributions will be allocated to the investment option(s) available under the contract. At any time, the cash surrender value under the contract equals the aggregate value of the coverage funds increased by any amounts due under the return of charges provision, and reduced by any contract debt and charges due and payable. The cash surrender value depends on investment results of the underlying investment option(s).

Aside from the Fixed Interest Rate Option, all variable investment options under the contract are structured as variable separate accounts offering a range of investment strategies and styles. The Fixed Interest Rate Option guarantees a minimum rate of 2%. There are no death benefit guarantees under this contract and there is no minimum cash value for amounts allocated to the

variable investment options. The coverage on each life will continue in-force as long as the contract fund is sufficient to pay monthly charges.

The contract holder has the right to make withdrawals among investment options. There is currently no fee associated with a withdrawal. The Contract Holder may, for each Coverage, transfer amounts into or out of the Variable Investment Options twice per calendar month, up to 24 transfers per calendar year. Currently, there is no charge for transfers. Prudential may impose a transfer charge in the future. Restrictions exist for withdrawals and transfers from the Fixed Interest Rate Option. Only one transfer per Covered Person from the Fixed Interest Rate Option will be permitted during each Coverage Year. The maximum amount a Contract Holder may transfer or withdraw out of the Fixed Interest Rate Option each Coverage Year is the greater of: (a) 25% of the largest amount in the Fixed Interest Rate Option over the prior four Coverage Years; and (b) \$ 2,000.

The Contract Holder has the right to take loans. The maximum loan value is 100% of the cash value (Coverage Fund) minus total charges for one month. Loan interest will be charged daily on the loan balance at an annual rate not exceeding the maximum loan interest rate allowed by law. Interest will be credited to the loan account at a rate lower than the rate charged.

### **Charges:**

The following categories of charges will apply:

- **Charges Deducted from Premium Payments**

The charges deducted from premium payments are equal to the sum of the following:

**Premium Load** – guaranteed not to exceed 10% of premium

- **Charges Deducted from the Coverage Funds**

The Charges deducted from the Coverage Funds may consist of the following:

- (1) monthly Cost of Insurance (“COI”) for the Basic Insurance,
- (2) monthly COI for the Target Term Insurance,
- (3) monthly mortality and expense (a monthly asset-based charge of up to 0.075%),
- (4) annual net interest on any loans,
- (5) a monthly administrative charge of up to \$20 per Covered Person, and
- (6) an administrative charge for increases to Basic Insurance (up to \$25 per transaction)
- (7) an administrative charge of up to \$50 associated with transfers .

There is a uniform table of cost of insurance rates. For Coverages with a Coverage Effective Date prior to January 1, 2009, and to all Coverage Segments of such Coverages, regardless of the Coverage Segments’ Coverage Effective Dates the maximum COI rates are based upon the 1980 Commissioners Standard Ordinary (Sex-distinct, Ultimate, Composite) on an Age Last Birthday (ALB) basis for standard lives based on attained age and gender. For Coverages with a Coverage Effective Date on or after January 1, 2009, the maximum COI rates are based upon the 2001 Commissioners Standard Ordinary (Sex-distinct, Ultimate, Composite) on an Age Last Birthday (ALB) basis Mortality Tables for standard lives based

on attained age and gender. For substandard lives, a multiple factor reflecting rating class may be used. Prudential may declare rates less than this level. Rates may vary by the Underwriting Class and Extra Rating Class, if any, of the Covered Person as well as issue age, duration, gender, and smoking status of the Coverage.

- **Fund Charges:**

The Funds pay certain fees and expenses as described in the prospectuses for the Funds. Some of those fees and expenses may be paid to Prudential and its affiliates.

**Reserves:**

A reserve equal to the aggregate value of the coverage funds is held. For amounts deposited in the Fixed Interest Rate Option an excess-interest reserve will be held for guarantees past the end of the valuation period. In addition, an unearned mortality reserve may be established.

**Pricing:**

I certify that our pricing assumptions are self-supporting, and do not discriminate unfairly between in-force and new issue.



Rocco A. Mariano, Jr., FSA, MAAA  
Vice President & Actuary

March 2008

**Description of Approval Process to Change the Investment Policy of the Separate Account  
The Prudential Insurance Company of America ("Prudential")**

**Contract Form Series Number 113550**

**March 2008**

Prudential must take the following steps in order to change the investment policy of the separate account:

1. A written presentation is made to a committee comprised of Prudential management detailing the proposed change to the separate account. The management committee, which operates under a delegation of authority from a committee of the Prudential Board of Directors, reviews and votes on the proposed change to the investment policy of the separate account.
2. Prudential submits the proposed change to the New Jersey Commissioner of Banking and Insurance ("Commissioner") and to the insurance regulator of jurisdictions that require that the separate account be filed for approval.
3. If the Prudential management committee, the Commissioner, and the insurance regulator of jurisdictions where filing is required, approve the proposed change, Prudential sends notices to each of the contract holders with assets allocated to the separate account.

# THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

## Memorandum of Variability

### Nature and Scope of Changes in Portions of Forms 113550 AR 2000 and 113550 AR APP 2000 and all other forms issued by Prudential with the "113550" prefix; subseries 2000

The captioned forms ("Forms"), when issued, will comprise the Prudential group flexible premium variable universal life insurance contract ("Group Contract") for sale to corporations and trusts established by such corporations.

After using variable material, changes will be made to correct punctuation and grammar, to adjust pagination, to correct section, subsection and paragraph numbering, cross references, and to conform cross references to other parts of the Forms. Variable text may be repeated. The Forms may be reformatted to ease readability. The Prudential logo may vary and font size or style may change (subject to applicable law). Prudential may update any contact information, i.e., address or phone number, as necessary. Like the filed Forms, the issued Group Contract may contain an identification code for internal records management in the lower right corner of every page. The form numbers will appear at the bottom left corner.

The Forms use the following conventions for limiting the scope of variable text. These conventions are described below. We have endeavored to keep the amount of variable text to a minimum.

#### **Underlined Text**

Text that is underlined and capitalized will be completed as described in the underlined text. For example, DATE will be completed with the particular date. As indicated below, such underlined text may signify that several words will replace the underlined text in the completed Forms.

SPECIFY NAME signifies that the Forms will be completed by referencing the Contract Holder and/or Employer.

# indicates that a number will be inserted in the completed Forms.

SECRETARY and CHARIMAN OF THE BOARD will be replaced by the names of the current Secretary and Chairman of the Board with titles.

Underlined and capitalized text that is inside brackets is illustrative, and will be completed as described below under **Variable Brackets**.

#### **Choice Brackets**

Any area that is within brackets with choices separated by / such as: [except as provided in the Expense Schedule(s) / absent mutual consent] either will be entirely omitted or one or more of the choices will be omitted and the other(s) included. No other variation will be permitted.

#### **In or Out Brackets**

Wording contained in brackets without a superscript either will be included in its entirety with no changes or will be deleted completely. No other variation will be permitted.

## **Variable Brackets**

Variable Brackets are shown with boldface brackets and are keyed to a superscript corresponding to the following description of the scope of the appropriate changes.

- A. This text will vary to accommodate future changes to Prudential's address and/or contact information.
- B. This text will be included, without modification, if the Group Contract includes at least one Coverage with a Type C (return of premium) Death Benefit.
- C. The Net Amount at Risk Maximum at issue for guaranteed issue and simplified issue Group Contract is a maximum of \$3.5 million per Covered Person. The Net Amount at Risk Maximum for full underwriting is up to a maximum of \$35 million per Covered Person depending upon age, rating class and other underwriting factors
- D. The maximum charge may vary in the future. Prudential may, in compliance with applicable law, decide to change the Group Contract's pricing. Prudential will apply the new pricing prospectively to newly issued Group Contracts. Except as required by applicable law, the changes will not affect in force Group Contracts. The range for this number is 2%-10% of premiums. Changes will vary according to Prudential's pricing targets as well as underlying experience assumptions.
- E. The maximum charge may vary in the future. Prudential may, in compliance with applicable law, decide to change the Group Contract's pricing. Prudential will apply the new pricing prospectively to newly issued Group Contracts. Except as required by applicable law, the changes will not affect in force Group Contracts. The range for this number is \$0-\$50. Prudential may waive the Transfer Fee in the future. Changes will vary according to Prudential's pricing targets as well as underlying experience assumptions.
- F. The maximum charge may vary in the future. Prudential may, in compliance with applicable law, decide to change the Group Contract's pricing. Prudential will apply the new pricing prospectively to newly issued Group Contracts. Except as required by applicable law, the changes will not affect in force Group Contracts. The range for this number is 0.01%-0.075%. Changes will vary according to Prudential's pricing targets as well as underlying experience assumptions.
- G. The maximum charge may vary in the future. Prudential may, in compliance with applicable law, decide to change the Group Contract's pricing. Prudential will apply the new pricing prospectively to newly issued Group Contracts. Except as required by applicable law, the changes will not affect in force Group Contracts. The range for this number is \$5-\$20. Changes will vary according to Prudential's pricing targets as well as underlying experience assumptions.
- H. The Funds available under the Group Contract may change from time to time. Only Funds that the Department has approved, or will approve in the future under the VCA-GI-2 Plan of Operations will be offered under the Group Contract. In force Group Contract Holders will be offered Funds that become available after the Contract Date.
- I. The Return of Charges provision is not guaranteed. Prudential may extend or shorten the Return of Charges Period if future expectations in investment earnings, persistency and/or expenses (including taxes) differ from the assumptions made in pricing the Group Contract. Prudential will modify the Return of Charges provision on a class basis. The range for this number is 0 to 20.

- J. Prudential will change the factors used to determine the amount that may be returned to the Contract Holder under the Return of Charges provision if Prudential changes the Return of Charges Period. Prudential may change the Return of Charges Period as described above. The factors are derived from the Return of Charges Period and the range for the factors will not extend beyond the maximum number in the range described above for the Return of Charges Period.
- K. Prudential may, in compliance with applicable law, decide to change the age at which the death benefit equals the cash value. Prudential will change the age at which the death benefit equals the cash value, prospectively, to newly issued Group Contracts. Except as required by applicable law, the change will not affect in force Group Contracts. The range for this number is 100 to 121. Prudential may change the age due to changes in Prudential's underlying experience assumptions and/or market demands.



**Gillian J. Parascandola**  
Director, Contracts, PruBenefit Funding  
CA License # 0F23098

**The Prudential Insurance Company of America**  
80 Livingston Ave., Bldg. ROS 3  
Roseland, NJ 07068  
Tel 973 548-5832 Fax 973 548-5844  
gillian.parascandola@prudential.com

April 15, 2008

**VIA SERFF**

Julie Benafield Bowman  
Commissioner  
Arkansas Insurance Department  
Life & Health Division  
1200 W. 3<sup>rd</sup> Street  
Little Rock, Arkansas 72201-1904

**Re:** The Prudential Insurance Company of America  
NAIC No.: 68241  
FEIN: 22-1211670  
SERFF No.: PRUD-125608105  
NAIC Matrix Code: L06G.002 (Group Life – Variable)  
Group Flexible Premium Variable Life Insurance Contract Filing (Corporate-Owned Life Insurance)  
113550 AR 2000 Group Flexible Premium Variable Universal Life Insurance Contract  
113550 AR APP 2000 Application  
113550 AR COC 2000 Certificate of Coverage  
113550 AR AC 2000 Assignment Certificate  
113550 BSR 2000 Benefit Summary Report  
113550 AR GI 2000 Underwriting Information Form – Guaranteed Issue  
113550 AR SI 2000 Underwriting Information Form – Simplified Issue  
113550 AR FU 2000 Underwriting Information Form – Full Underwriting  
113550 AR FU AVI 2000 Aviation Questionnaire – Supplement to Full Underwriting  
113550 AR FU AVO 2000 Avocation Questionnaire – Supplement to Full Underwriting

Dear Commissioner Bowman:

We enclose for approval the group life insurance forms (“Forms”) referenced above. The Forms together create a new group flexible premium variable universal life insurance contract (“Contract”) and are not intended to replace any previously filed forms.

The Contract is similar to 113550 AR1000 Group Flexible Premium Variable Universal Life Insurance Contract, et al. (“2007 Approved Forms”). The Prudential Insurance Company of America (“Prudential”) filed the 2007 Approved Forms with the Arkansas Insurance Department (“Department”) on April 2, 2007 (SERFF Tracking #SKML-125137458) which the Division approved on April 18, 2007. Form 113550 AMD 1000, included in that filing, may be used with this Contract. Due to the size of the document, we can provide the May 1, 2007 prospectus by disc or e-mail at the request of the Department.

Offering securities products and services as a  
Registered Representative of Pruco Securities, LLC  
(Pruco). The Prudential Insurance Company of  
America, Newark, NJ and Pruco are Prudential  
Financial Companies. 1-800-201-6690.

The Contract is marketed solely to businesses and issued to either an employer, or the trustee of a trust established by such employer, as a means to finance, offset or recoup employee benefit costs. The employer pays the entire premium for the coverage.

To date, Prudential has not issued any of the 2007 Approved Forms. At this time we are filing the Contract in order to improve the marketability of the product and the disclosure that will mirror the disclosure that we are revising in the May 1, 2008 product prospectus. In addition, we are revising the contract language to more accurately describe the systems' processes. We are attaching a marked version of certain Forms, as noted below, to reflect changes from the 2007 Approved Forms.

In summary, the substantive changes are as follows:

1. Revised Return of Charges Period in Contract from 8 years to 11 years and additional disclosure: We are extending the Return of Charges Period from 8 years to 11 years to improve the contract holder's ability to reduce volatility in this employer-owned life insurance product by creating a more gradual smoothing of the earnings over the first several years of the Contract. We removed the language in brackets permitting the inclusion of interest in the formula to determine the Return of Charges. We will re-file at a later date if we decide that we would like to include interest in the formula.
2. Deduction of COI: We revised the Contract and Assignment Certificate ("Certificate") to indicate that the COIs will be deducted from the Variable Investment Options and the Fixed Interest Rate Option proportionately, and not as directed by the contract holder. We are revising the description in the Contract and Certificate to conform to the systems' processes.
3. Separate Account: We added disclosure describing how the unit values are calculated.
4. Transfers: We revised the Contract and Certificate to change the transfer limitation structure from a maximum of 20 transfers per Contract Year per Coverage to a maximum of twice per calendar month, up to 24 transfers per Coverage per calendar year. In addition, we added a special transfer privilege that may be available to certain contract holders that have purchased the Contract to informally finance an employee benefit plan.
5. Attainment of Age 100: We added language describing the treatment of a Coverage when a Covered Person reaches age 100. The 2007 Approved Forms were silent.
6. Tables: We replaced all the mortality and attained age factor tables to create consistency in the tables' formats. We have included both 1980 CSO and 2001 CSO tables in the Contract and Assignment Certificate. For Contracts issued prior to January 1, 2009, the COI charges will be determined using the 1980 CSO table. For Contracts issued on or after January 1, 2009, the COI charges will be determined using the 2001 CSO table. However, if a Contract is issued prior to January 1, 2009 and a Covered Person is added to that Contract on or after January 1, 2009, the COI charges for such Covered Person will be determined using the 2001 CSO table. We also added references in the Contract and Certificate indicating when the 2001 CSO table would apply.

7. Underwriting Information Forms Attached to Application: Prudential uses these forms to obtain information during the underwriting process of proposed insureds. We have revised the Contract and the Application to indicate that the underwriting information forms are attached to the application and become a part of the Contract. We also added the following statement to each of the Underwriting Information Forms: "This Underwriting Information Form is attached to, and becomes a part of, the contract holder's application for the Group Flexible Premium Variable Universal Life Insurance Contract." All of the Underwriting Information Forms are otherwise unchanged. For your convenience, although this sentence was added to all 5 Underwriting Information Forms, we have only attached one sample marked version (Underwriting Information Form – Guaranteed Issue-Marked).
8. Consumer Notice Information: The current address and phone number of the Department were added to the General Rules section of the Contract and Assignment Certificate in accordance with Bulletin 11-88 and Arkansas Insurance Law 23-79-138

We did not make any changes other than the substantive ones noted above and others that are included in the marked versions of the Contract, Certificate, Underwriting Information Forms and the Application (ie revised for consistency). We did not make any changes to the Certificate of Coverage and Benefit Summary Report from the 2007 Approved Forms.

A Memorandum of Variability is enclosed. This document describes the manner in which portions of the text of the forms may vary with each issuance. We have attempted to limit bracketing in the Contract as much as possible. We have also enclosed an Actuarial Memorandum which explains various aspects of the Contract in greater detail. In addition, we have enclosed the Description of Approval Process to Change the Investment Policy of the Separate Accounts.

We are exempt from any applicable minimum readability requirements since our filing is for a variable life insurance contract, which is a security subject to federal jurisdiction. We are also exempt from stating whether the Contract will be marketed with or without illustration since this is a variable life insurance contract.

There is no retaliatory fee submitted as we are exempt from submitting a filing fee in our state of domicile, New Jersey, under N.J.A.C. §17:1C-30(a). However, a check in the amount of \$50.00 for the filing fee will be sent by electronic funds payment to the Department.

Similar forms, drafted to New Jersey specifications, have been submitted to the Department of Banking and Insurance in our Home State, New Jersey on March 10, 2008.

Please also note that our logo has changed as reflected in this cover letter and the Contract.

We would be happy to discuss any aspect of our filing with you. Please feel free to call me collect at 973-548-5832. Thank you for your consideration of this matter.

Very truly yours,



Gillian J. Parascandola

Attachments:

1. Arkansas Compliance Certification-Regulation 19
2. Sample Cover Page with Signatures of Officers
3. Contract (clean and marked)
4. Application (clean and marked)
5. Certificate of Coverage (clean only)
6. Assignment Certificate (clean and marked)
7. Benefit Summary Report (clean only)
8. Underwriting Information Forms – Guaranteed Issue (clean and marked), Simplified Issue (clean only) and Full Underwriting (clean only)
9. Aviation and Avocation Questionnaires – Supplements to the Underwriting Information Form – Guaranteed Issue (clean only)
10. Memorandum of Variability
11. Actuarial Memorandum
12. Description of Approval Process to Change the Investment Policy of the Separate Accounts

cc: Rosanne J. Baruh, Vice President, Prudential, PruBenefit Funding  
Ronald Doughty, Vice President, Prudential, Government Affairs



# Prudential

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

## PruBenefit Select<sup>SM</sup>

### A Group Flexible Premium Variable Universal Life Insurance Contract

Contract Holder: SPECIFY PARTY

Group Contract No.: G-#####

The Prudential Insurance Company of America ("Prudential") will provide or pay the Death Benefits of this group flexible premium variable universal life insurance contract (the "Group Contract") for each Covered Person, subject to its terms and conditions. This promise is based upon the Application of the Contract Holder, a copy of which is attached to this Group Contract, and payment of the required premium contributions. Prudential will charge for benefits on a pooled, non-experience rated standard claimed basis.

The Contract Holder makes all premium contributions and is the Beneficiary of some or all of the Death Benefits. The Contract Holder may allocate net premium contributions and earnings under this Group Contract to one or more Variable Investment Options and/or to the Fixed Interest Rate Option.

This Group Contract takes effect on the Contract Date if it is duly attested on the Schedule of Benefits. Prudential will issue a Benefit Summary Report for each Covered Person. Coverage for each Covered Person commences on the Coverage Effective Date shown on the applicable Benefit Summary Report, provided that each Covered Person executed a valid Consent Form. Coverage for each Covered Person continues as long as the amounts in the Coverage Fund for such Covered Person are sufficient to prevent lapse of Coverage, unless it ends or is terminated as described in the Insurance Plan Rules and General Rules.

This Group Contract is non-participating. This means that it will not share in the profits or surplus earnings of Prudential. Prudential will pay no dividends on the profits or surplus.

This Group Contract is delivered in and governed by the laws of the State of Arkansas.

  
Secretary

  
Chairman & Chief Executive Officer

**NOTICE:** The amount and duration of the Death Benefit may be fixed or variable and the Cash Value may increase or decrease daily, depending on the payment of premium contributions, the investment experience of the Variable Investment Option(s), the amount of interest, if any, credited to the Fixed Interest Rate Option and the charges made. There is no guaranteed minimum Cash Value.

**RIGHT TO EXAMINE THE CONTRACT:** This Group Contract is a legal contract between the Contract Holder and Prudential. The Contract Holder may return this Group Contract within the later of 30 days of the date of the Application or 10 days of receipt of this Group Contract to receive no less than premiums paid. This Group Contract will be deemed void from its inception.