

SERFF Tracking Number: PRUX-125567378 State: Arkansas  
Filing Company: The Prudential Insurance Company of America State Tracking Number: 38497  
Company Tracking Number: UL AR0176001F01  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: PF: 2001 CSO Mortality Table Filing  
Project Name/Number: PF: 2001 CSO Mortality Table Filing/

## Filing at a Glance

Company: The Prudential Insurance Company of America

Product Name: PF: 2001 CSO Mortality Table SERFF Tr Num: PRUX-125567378 State: ArkansasLH

Filing

TOI: L08 Life - Other

SERFF Status: Closed

State Tr Num: 38497

Sub-TOI: L08.000 Life - Other

Co Tr Num: UL AR0176001F01

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: SPI Prudential

Disposition Date: 04/02/2008

Date Submitted: 03/21/2008

Disposition Status: Approved

Implementation Date Requested:

Implementation Date:

State Filing Description:

## General Information

Project Name: PF: 2001 CSO Mortality Table Filing

Status of Filing in Domicile:

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 04/02/2008

State Status Changed: 04/02/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

See cover letter.

SERFF TOI L09G (Group Life - Flexible Premium Adjustable Life) is not enabled in SERFF for Arkansas.

SERFF TOI L08 (Life-Other) is used for this filing since this is what is available in SERFF for Arkansas.

Also for use with this TOI and Sub-TOI:

SERFF Tracking Number: PRUX-125567378 State: Arkansas  
 Filing Company: The Prudential Insurance Company of America State Tracking Number: 38497  
 Company Tracking Number: ULAR0176001F01  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: PF: 2001 CSO Mortality Table Filing  
 Project Name/Number: PF: 2001 CSO Mortality Table Filing/

L06G - Group Life - Variable  
 L06G.002 - Single Life - Flexible Premium

## Company and Contact

### Filing Contact Information

Laura Edcius, Regulatory Contract Specialist laura.edcius@prudential.com  
 80 Livingston Avenue (973) 548-5372 [Phone]  
 Roseland, NJ 07068 (973) 548-6480[FAX]

### Filing Company Information

The Prudential Insurance Company of America	CoCode: 68241	State of Domicile: New Jersey
80 Livingston Avenue	Group Code: 304	Company Type: Life and Health
Roseland, NJ 07068	Group Name:	State ID Number:
(973) 548-6479 ext. [Phone]	FEIN Number: 22-1211670	
	-----	

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$180.00
Retaliatory?	No
Fee Explanation:	9 forms X \$20 per form
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Prudential Insurance Company of America	\$180.00	03/21/2008	18858297

SERFF Tracking Number: PRUX-125567378 State: Arkansas  
Filing Company: The Prudential Insurance Company of America State Tracking Number: 38497  
Company Tracking Number: ULAR0176001F01  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: PF: 2001 CSO Mortality Table Filing  
Project Name/Number: PF: 2001 CSO Mortality Table Filing/

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	04/02/2008	04/02/2008

SERFF Tracking Number: PRUX-125567378 State: Arkansas  
Filing Company: The Prudential Insurance Company of America State Tracking Number: 38497  
Company Tracking Number: ULAR0176001F01  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: PF: 2001 CSO Mortality Table Filing  
Project Name/Number: PF: 2001 CSO Mortality Table Filing/

## Disposition

Disposition Date: 04/02/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUX-125567378 State: Arkansas  
 Filing Company: The Prudential Insurance Company of America State Tracking Number: 38497  
 Company Tracking Number: ULAR0176001F01  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: PF: 2001 CSO Mortality Table Filing  
 Project Name/Number: PF: 2001 CSO Mortality Table Filing/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Application		No
Supporting Document	Cover Letter		Yes
Supporting Document	GUL Actuarial Memo, GVUL Actuarial Memo		No
Supporting Document	Certification/Notice		Yes
Form	Table of Net Single Premiums		Yes
Form	Table of Maximum Rates		Yes
Form	Universal Life Coverage		Yes
Form	Universal Life Coverage		Yes
Form	When Insurance Ends		Yes
Form	Table of Net Single Premiums		Yes
Form	Table of Maximum Rates		Yes
Form	Variable Universal Life Coverage		Yes
Form	When Insurance Ends		Yes

SERFF Tracking Number: PRUX-125567378 State: Arkansas  
 Filing Company: The Prudential Insurance Company of America State Tracking Number: 38497  
 Company Tracking Number: ULAR0176001F01  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: PF: 2001 CSO Mortality Table Filing  
 Project Name/Number: PF: 2001 CSO Mortality Table Filing/

## Form Schedule

**Lead Form Number:** 96945 CTA 1007

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	96945 CTA 1007	Certificate	Table of Net Single Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	96945 CTA 1007.PDF
	96945 CMR 1005	Certificate	Table of Maximum Amendmen Rates t, Insert Page, Endorseme nt or Rider	Initial		0	96945 CMR 1005.PDF
	96945 UL R 1043	Certificate	Universal Life Amendmen Coverage t, Insert Page, Endorseme nt or Rider	Initial		55	96945 UL R 1043.PDF
	96945 UL R 1044	Certificate	Universal Life Amendmen Coverage t, Insert Page, Endorseme nt or Rider	Initial		58	96945 UL R 1044.PDF
	96945 CTE 1045	Certificate	When Insurance Amendmen Ends t, Insert Page, Endorseme nt or Rider	Initial		59	96945 CTE 1045.PDF
	89759 CTA 1005	Certificate	Table of Net Single Amendmen Premiums	Initial		0	89759 CTA 1005.PDF

SERFF Tracking Number: PRUX-125567378 State: Arkansas  
 Filing Company: The Prudential Insurance Company of America State Tracking Number: 38497  
 Company Tracking Number: ULAR0176001F01  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: PF: 2001 CSO Mortality Table Filing  
 Project Name/Number: PF: 2001 CSO Mortality Table Filing/

	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				
89759	Certificate Table of Maximum	Initial	0	89759 CMR	
CMR 1005	Amendmen Rates			1005.PDF	
	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				
89759	VUL Certificate Variable Universal	Initial	55	89759 VUL R	
R 1030	Amendmen Life Coverage			1030.PDF	
	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				
89759	CTE Certificate When Insurance	Initial	54	89759 CTE	
1020	Amendmen Ends			1020.PDF	
	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				



# Table of Net Single Premiums

## Maximum Rates To Determine Paid-Up Insurance Amounts

**1** Calculated at 4%, 2001 Commissioners Standard Ordinary – [80% Male / 20% Female]  
Composite Ultimate - Age Last Birthday

(Per \$1.00 of Insurance Amount)

Person's Attained Age	Factor	Person's Attained Age	Factor	Person's Attained Age	Factor
<b>2</b> [0	0.06236	41	0.25766	82	0.77579
1	0.06423	42	0.26663	83	0.78764
2	0.06639	43	0.27584	84	0.79906
3	0.06875	44	0.28529	85	0.81000
4	0.07127	45	0.29499	86	0.82043
5	0.07392	46	0.30492	87	0.83026
6	0.07669	47	0.31510	88	0.83941
7	0.07956	48	0.32558	89	0.84786
8	0.08253	49	0.33637	90	0.85565
9	0.08563	50	0.34748	91	0.86312
10	0.08884	51	0.35889	92	0.87051
11	0.09218	52	0.37056	93	0.87771
12	0.09562	53	0.38248	94	0.88455
13	0.09914	54	0.39462	95	0.89081
14	0.10276	55	0.40695	96	0.89638
15	0.10642	56	0.41945	97	0.90127
16	0.11013	57	0.43212	98	0.90590
17	0.11389	58	0.44500	99	0.91083
18	0.11773	59	0.45813	100	0.91572
19	0.12167	60	0.47148	101	0.92048
20	0.12575	61	0.48500	102	0.92526
21	0.12999	62	0.49863	103	0.93000
22	0.13439	63	0.51232	104	0.93463
23	0.13895	64	0.52606	105	0.93906
24	0.14369	65	0.53986	106	0.94323
25	0.14861	66	0.55374	107	0.94712
26	0.15371	67	0.56773	108	0.95077
27	0.15897	68	0.58184	109	0.95417
28	0.16442	69	0.59610	110	0.95730
29	0.17010	70	0.61049	111	0.96013
30	0.17602	71	0.62496	112	0.96274
31	0.18218	72	0.63940	113	0.96527
32	0.18859	73	0.65375	114	0.96789
33	0.19525	74	0.66802	115	0.97026
34	0.20216	75	0.68223	116	0.97251
35	0.20933	76	0.69634	117	0.97467
36	0.21674	77	0.71034	118	0.97659
37	0.22441	78	0.72413	119	0.97844
38	0.23233	79	0.73762	120	0.98064]
39	0.24051	80	0.75078		
40	0.24895	81	0.76352		

**The Prudential Insurance Company of America**

**Explanation of Variable Language for**

**96945 CTA 1007**

**Marginal Notes**

1. For plans rated on a unisex basis, the percentage Male will never exceed 80%.
2. If the percentage Male/Female is changed, the entries in the factor column will be changed accordingly.

# Table of Maximum Rates

## Guaranteed Maximum Monthly Rates per \$1,000 of Total Death Benefit Minus the Fund by Attained Age

1

[200%] of 2001 Commissioners Standard Ordinary – [80% Male / 20% Female] Composite Ultimate - Age Last Birthday

2

Attained Age    COI/1,000                      Attained Age    COI/1,000                      Attained Age    COI/1,000

3

[0	\$0.110	41	\$0.297	82	\$13.767
1	\$0.072	42	\$0.325	83	\$15.157
2	\$0.052	43	\$0.358	84	\$16.695
3	\$0.040	44	\$0.395	85	\$18.363
4	\$0.035	45	\$0.435	86	\$20.203
5	\$0.033	46	\$0.477	87	\$22.225
6	\$0.035	47	\$0.512	88	\$24.348
7	\$0.037	48	\$0.543	89	\$26.508
8	\$0.037	49	\$0.582	90	\$28.452
9	\$0.038	50	\$0.628	91	\$30.273
10	\$0.038	51	\$0.688	92	\$32.385
11	\$0.045	52	\$0.758	93	\$34.815
12	\$0.055	53	\$0.842	94	\$37.615
13	\$0.063	54	\$0.940	95	\$40.572
14	\$0.082	55	\$1.048	96	\$43.513
15	\$0.100	56	\$1.165	97	\$45.952
16	\$0.118	57	\$1.277	98	\$47.858
17	\$0.133	58	\$1.387	99	\$50.475
18	\$0.142	59	\$1.513	100	\$53.428
19	\$0.147	60	\$1.663	101	\$56.445
20	\$0.148	61	\$1.845	102	\$59.850
21	\$0.152	62	\$2.053	103	\$63.690
22	\$0.153	63	\$2.278	104	\$67.975
23	\$0.155	64	\$2.515	105	\$72.622
24	\$0.158	65	\$2.760	106	\$77.508
25	\$0.163	66	\$3.008	107	\$82.587
26	\$0.172	67	\$3.270	108	\$83.333
27	\$0.177	68	\$3.545	109	\$83.333
28	\$0.177	69	\$3.850	110	\$83.333
29	\$0.175	70	\$4.200	111	\$83.333
30	\$0.175	71	\$4.623	112	\$83.333
31	\$0.175	72	\$5.112	113	\$83.333
32	\$0.178	73	\$5.625	114	\$83.333
33	\$0.183	74	\$6.178	115	\$83.333
34	\$0.190	75	\$6.785	116	\$83.333
35	\$0.198	76	\$7.462	117	\$83.333
36	\$0.210	77	\$8.242	118	\$83.333
37	\$0.223	78	\$9.135	119	\$83.333
38	\$0.238	79	\$10.127	120	\$83.333]
39	\$0.255	80	\$11.243		
40	\$0.273	81	\$12.475		

**The Prudential Insurance Company of America**

**Explanation of Variable Language for**

**96945 CMR 1005**

**Marginal Notes**

1. The percent shown in this item will not exceed 200%.
2. For plans rated on a unisex basis, the percentage Male will never exceed 80%.
3. This table may be modified as follows:
  - If the percentage is other than 200%, the rates in the "COI/1,000" columns will reflect the corresponding percentage.
  - If the percentage Male/Female is changed, the rates in the "COI/1,000" columns will reflect this change.
  - If the client's plan is limited to an age less than 120, the table will end at that age.

# Universal Life Coverage

## [FOR YOU AND YOUR DEPENDENTS]

1 Universal Life Coverage is life insurance which includes one or more of these three parts: face amount of insurance; a fund; and paid-up insurance. [To be a Covered Person under the Universal Life Coverage, a person must first have become insured for the face amount of insurance.] Under certain conditions, the fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered.

### A. DEATH BENEFIT.

If [a person] dies:

- (1) while a Covered Person under the Universal Life Coverage; or
- 2 [(2) while under the extension for the Universal Life Coverage; or
- (3)] within 31 days after [the person's] face amount of insurance under the Universal Life Coverage ends and while [the person] has the right to convert the face amount of insurance to an individual contract;

a death benefit is payable when Prudential receives written proof of death.

3 [Unless the person's fund has been used to buy paid-up insurance after the Included Employer's Inclusion Date under the Group Contract, the amount of the death benefit on any date is the Insurance Amount less any outstanding loan and loan interest. The Insurance Amount is the greater of (1) and (2):

- (1) the face amount of insurance plus fund plus any paid-up insurance effective on the Included Employer's Inclusion Date under the Group Contract; and
- (2) the fund plus the cash value of any paid-up insurance effective on the Included Employer's Inclusion Date under the Group Contract, divided by the net single premium per \$1 at the person's attained age on that date. This net single premium will be based on the 2001 Commissioners Standard Ordinary Table [80% Male / 20% Female] Composite Ultimate - Age Last Birthday, at the interest rates as described in Section 7702 of the Internal Revenue Code of 1986, as amended.

If the person's fund has been used to buy paid-up insurance after the Included Employer's Inclusion Date under the Group Contract, the amount of the death benefit is the total amount of all paid-up insurance in force on the date of the person's death.]

4 When [a person's] face amount of insurance has ended, the amount of the death benefit includes any amount [the person] may have under [the provisions for Extension of Coverage and Waiver of Monthly Deductions During Total Disability or Conversion Privilege] below.

### B. FACE AMOUNT OF INSURANCE.

[A person's] face amount of insurance under the Universal Life Coverage is determined as provided in the Schedule of Benefits.

## C. CONTRIBUTIONS

2 All contributions made by or for [a person] under the Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage,] are credited to [the person's] fund. [Except as provided in Section F below, a person's] minimum contribution each month is the Monthly Deduction. In addition, Prudential will accept contributions in excess of Monthly Deductions and lump sum contributions, subject to a Maximum Monthly Contribution, as described below.

2  
5 **Monthly Deductions:** Each month, Prudential will make a Monthly Deduction from [a person's] fund. A Monthly Deduction is equal to [the sum of (1), (2) and (3) below:

- 5  
20 (1) The cost of the insurance. This amount is the applicable monthly rate times the Net Amount at Risk. In no event will this amount be higher than [200%] of the applicable amount under the 2001 Commissioners Standard Ordinary Table [80% Male / 20% Female] Composite Ultimate - Age Last Birthday.

The Net Amount at Risk is equal to the greater of (a) the face amount of insurance, and (b) the Insurance Amount less the fund less the paid-up insurance effective on the Included Employer's Inclusion Date under the Group Contract.

- (2) The amount required to provide any of the additional provisions that may be a part of the Universal Life Coverage.
- (3) The monthly administration fee as set by Prudential from time to time, but not more than \$6.00.]

6 **Contributions in Excess of Monthly Deduction:** Each month, contributions may be made in an amount in excess of the Monthly Deduction. [Prudential will make a fund charge of not more than \$2 plus 6% of each such contribution. The balance of such a contribution will remain in the person's fund, subject to the other provisions of the Universal Life Coverage.]

**Lump Sum Contributions:** [A person] may also contribute lump sum amounts toward [the person's] fund from time to time[, subject to the following. A person may not make lump sum contributions:

- 7 (1) for an amount which would cause the person's fund to reach its limit; or
- (2) for an amount less than \$100.00.

Prudential will make a fund charge of not more than \$2 plus 6% of each such contribution. The balance of such a contribution will remain in the person's fund, subject to the other provisions of the Universal Life Coverage.]

8 **Maximum Monthly Contribution:** In any event, for all contributions, there is a limit on the amount, per person, which may be contributed each month. That limit is the Maximum Monthly Contribution. The Maximum Monthly Contribution is determined by Prudential, based upon certain factors. Those factors include, but are not limited to, the person's age and contributions which may already have been made to the person's fund. Notice of the amount of [a person's] Maximum Monthly Contribution will be included in the reports provided to [the person] under Section [I] of the Universal Life Coverage. [A person] may change the amount of the monthly contribution to [the person's] fund each year on the Change Date. The Change Date is shown in the Schedule of Benefits. But a person may end the person's contribution or contribution in excess of the Monthly Deduction at any time. No contribution may be made after a person's face amount of insurance ends.]

To receive the tax treatment accorded to life insurance under the federal law, the Universal Life Coverage must qualify under the Internal Revenue Code or successor law. To make sure the

Universal Life Coverage qualifies, Prudential reserves the right: (a) to refuse contributions which would cause the Universal Life Coverage to fail to so qualify; and (b) to make changes in the Universal Life Coverage or to make distributions from [a person's] fund to the extent needed to continue to qualify the Universal Life Coverage as life insurance.

2 **Default:** [A person's] Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage,] is in default if, on the date a Monthly Deduction from [the person's] fund is due, the amount of [the person's fund], less any outstanding loan and loan interest, is less than the amount of the Monthly Deduction.

2 **Grace Period:** The grace period starts on the day the Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage] goes into default and extends to the later of: (a) 60 days after that date; and (b) 30 days from the date Prudential mails [the person] a notice of default. During the grace period, Prudential will accept contributions and make the charges it has set. If the Monthly Deduction is not paid within the grace period, [the person's] Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage,] will end at the end of the grace period.

If [a person] dies during a grace period, Prudential will deduct any overdue Monthly Deduction from the death benefit.

9 **[Reinstatement:** If a person's Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:

- (1) The Group Contract has not ended.
- (2) The person's fund must not have been used to buy paid-up insurance after the Included Employer's Inclusion Date under the Group Contract.
- (3) The person must request reinstatement within three years from the end of the grace period.
- (4) The person has given evidence of insurability that satisfies Prudential.
- (5) The person pays the amount, if any, needed to bring the person's fund up to zero as of the date the person's Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, went into default.
- (6) The person pays the Monthly Deductions through the end of the grace period.
- (7) The person pays an amount which is sufficient to keep the person's Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, in force for at least two months after the date of reinstatement.

If Prudential approves the reinstatement, the reinstatement will be effective on the first day of the month coinciding with or next following the approval date.]

#### **D. THE FUND.**

At any time the amount of [a person's fund] is the net amount of:

- 2
- (1) [the person's] contributions under the Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage,] received by Prudential; plus
  - (2) interest; minus

(3) Monthly Deductions[;minus

10 (4) any fund charges, including fees for withdrawals or loans; minus

(5)] any amounts which have been withdrawn.

11 Interest determined by Prudential at a rate [not less than 3% per year] will be credited on [a person's] fund. Prudential will credit interest on [a person's] fund from the date Prudential receives the contribution.

6 **Withdrawals:** [A person] may withdraw all or part of [the person's fund], upon written request[, subject to a fee set by Prudential. The fee will not exceed \$20.] But [a person] may not withdraw that part of [the person's] fund equal to the balance of any [loan] on the fund and the interest charged to it.

12 [If only part of a fund is withdrawn, the amount withdrawn must be at least \$200.]

Prudential may defer a withdrawal for not more than six months.

13 **Loans:** [A person] may borrow that part of [the person's fund] equal to [(1) minus (2):

(1) 85% of] the amount of [the person's fund].

14 (2) two months' Monthly Deduction.]

15 The loan amount may not be less than [\$200. Each loan is subject to a fee set by Prudential. The fee will not exceed \$20.] Prudential may defer a loan for not more than six months.

16 [A person can take only one loan per Calendar Year from each fund and can have only one loan in effect at any time from each fund.]

17 Interest on a loan balance will be charged [daily at a yearly rate not to exceed 2% plus the rate that interest is credited to the fund]. Interest is due: [on each anniversary of the Included Employer's Inclusion Date;] when the loan or part of it is paid back; and when the loan becomes due and payable. Interest not paid when due is added to the loan balance.

18

A loan and the interest charged to it will be due and payable from [a person's] fund:

(1) when all of [the person's] face amount of insurance under the Universal Life Coverage ends; or

(2) when [the person] dies; or

(3) any time the loan balance plus interest charged to it equals the amount of [the person's] fund.

2 When the amount credited to [a person's] fund is reduced to zero because the loan balance plus interest equals the amount of the person's fund, [the person's] Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage,] will continue until the date on which Prudential would make the next Monthly Deduction. If, on that date, the amount credited to [the person's] fund is less than the amount required for that Monthly Deduction, [the person's] Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage,] is in default, and a grace period will begin as described in Section C.

2

12 [A person] may pay back all or part of a loan at any time. [At a person's request, a loan may be cancelled, or reduced by no less than \$200, by deducting the amount needed from the person's fund.]

The balance and interest for any loan due at [a person's] death will be deducted from the death benefit to be paid.

Before paid-up insurance under the Universal Life Coverage is provided by using [a person's fund] any loan will first be cancelled by deducting an amount from [the person's fund] as described in Section E below.

## **E. PAID-UP INSURANCE.**

2 Paid-up insurance [effective after the Included Employer's Effective Date under the Group Contract] may be provided under the Universal Life Coverage by using [a person's] fund to pay the net single premium for that insurance when the person's face amount of insurance under the Universal Life Coverage ends. But, if paid-up insurance is so provided, all other benefits under the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, will end.

19 All or part of [a person's] fund, less the balance and interest due for any [loan] on the person's fund, may be used to provide the paid-up insurance[, subject to both of these rules:

- (1) The minimum amount of the person's fund that may be applied to purchase paid-up insurance is \$1,000.
- (2) The maximum amount of paid-up insurance that may be purchased is the amount of the person's death benefit just before the purchase.

Any amount of a person's fund which exceeds the amount used to provide paid-up insurance will be returned to the person in cash.]

20 The net single premium used to provide paid-up insurance will not be more than it would be on the basis of the 2001 Commissioners Standard Ordinary Table [80% Male / 20% Female] Composite Ultimate – Age Last Birthday at 4%].

21 [All of a person's paid-up] insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the person's attained age for the amount of insurance, using the same basis which determined that amount[, less a fee set by Prudential. The fee will not exceed \$20. Partial surrenders of a person's paid-up insurance are not permitted.] Prudential may defer a surrender for not more than six months.

22

Paid-up insurance will not end when [a person's] insurance ends under other rules of the Group Contract. Unless surrendered, it will continue until the person's death.

**Premium Refunds:** Prudential will determine that part of any premium refund derived from [a person's] paid-up insurance. That part will be applied to increase the amount of [the person's] paid-up insurance. That part will not be considered in determining the disposition or effect of premium refunds under any other provision of the Group Contract.

23 [**Change in Beneficiary:** If a person purchases paid-up insurance and makes a Beneficiary change, a Beneficiary change form must be filed with Prudential and not as stated in the Beneficiary Rules.]

## **[F. EXTENSION OF COVERAGE AND WAIVER OF MONTHLY DEDUCTIONS DURING TOTAL DISABILITY.]**

If an Employee meets the conditions below:

- (1) A person's Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, will be extended while the Employee is Totally Disabled.
- (2) From the date Prudential first receives written proof as described below, Monthly Deductions will be waived while the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, is being extended.

The conditions are:

- The Employee becomes Totally Disabled while the person is insured for a face amount of insurance under the Universal Life Coverage and while the Employee is not retired.
- The Employee is less than age 60 when the Employee's Total Disability starts.

24a

**Total Disability:** An Employee is "Totally Disabled" when:

- (1) The Employee is not working at any job for wage or profit; and
- (2) Due to Sickness, Injury or both, the Employee is not able to perform for wage or profit, the material and substantial duties of any job for which the Employee is reasonably fitted by education, training or experience.

The extension ends one year after the Employee's Total Disability started, unless, within that year, the Employee gives Prudential written proof that:

- (1) The Employee has met the above conditions; and
- (2) The Employee is still Totally Disabled; and
- (3) The Employee's Total Disability has continued for at least nine months.

24b

Prudential will then further extend the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, for successive one year periods. The first of these periods will start on the date Prudential receives this proof. After that first period, the Employee must give written proof when and as required by Prudential once each year that the Employee's Total Disability continues.

If [a person] dies while the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:

- (1) The Employee's Total Disability continued until that person's death; and
- (2) All of the above conditions have been met.

If a person dies within one year after the Employee's Total Disability started and before the Employee gives Prudential proof of Total Disability, written notice of the person's death must be given to Prudential within one year after the death.

This extension ends if and when:

24c

- (1) The Employee's Total Disability ends; or
- (2) The Employee reaches age 65; or
- (3) The Employee fails to furnish any required proof that the Employee's Total Disability continues; or
- (4) The Employee fails to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.

If this extension ends after an Employee has given the first proof of continued Total Disability, the same rights and benefits under Sections A and G apply as if it was a face amount of insurance under the Universal Life Coverage which ended at this time. But this does not apply if a person becomes insured again for a face amount of insurance within 31 days after this extension ends.

The amount of a person's face amount of insurance that may be extended is the amount of the person's face amount of insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Universal Life Coverage for a class of Employees.

**Effect of Conversion:** An individual contract issued under Section G will be in place of all rights under this Section F.

## **G.] CONVERSION PRIVILEGE.**

25

If [a person's] face amount of insurance under the Universal Life Coverage ends for [one of the reasons] stated below, the person may convert to an individual life insurance contract. Evidence of insurability is not required. The reason[s] are:

- (1) Your employment ends or you transfer out of a Covered Class;
- (2) With respect to a dependent, that dependent is no longer a Qualified Dependent;
- (3) All face amount of insurance that applies to the person under the Group Contract for the Employee's class ends by amendment or otherwise. [But, on the date it ends the person must have been insured for five years for that insurance (or for that insurance and any other Prudential rider or group contract replaced by that insurance).]

2

Any such conversion [is] subject to the rest of this Section [G].

**Availability:** [A person] must apply for the individual contract and pay the first premium [by the later of:

26

- (1) the thirty-first day after the person's face amount of insurance ends; and
- (2) the fifteenth day after the person has been given written notice of the conversion privilege. But, in no event may insurance be converted to an individual contract if the person does not apply for the individual contract and pay the first premium prior to the ninety-second day after the person's face amount of insurance ends].

**Individual Contract Rules:** The individual contract must conform to the following:

**Amount:** [If your employment ends, you transfer out of a Covered Class or with respect to a dependent who is no longer a Qualified Dependent, not more than:

- 27
- (1) the total amount of the person's insurance under this Universal Life Coverage (face amount of insurance plus fund) just before the face amount of insurance ends; minus
  - (2) the amount of the person's fund needed to cancel any loan due; minus
  - (3) any amount of the person's paid-up insurance under the Universal Life Coverage purchased by using the person's fund just after the face amount of insurance ends].

2 [But, if a person converts when extended death protection ends, the amount of that protection applies in place of the face amount of insurance in (1) above.

Or, if] the face amount of insurance ends because all face amounts of insurance of the Group Contract for [an Employee's] class ends, the total amount of individual insurance which [a person] may get in place of all life insurance then ending for [the person] under the Group Contract will not exceed the [lesser of the following:

- 26
- (1) The] total amount of all life insurance then ending for [the person] under the Group Contract reduced by the sum of: (a) the amount of [the person's] fund needed to cancel any loan due; (b) the amount of [the person's] paid-up insurance; and (c) the amount of group life insurance from any carrier for which [the person] is or becomes eligible within the next [31] days.

28 [(2) \$10,000.]

**Death During Conversion Period:** The amount [a person] had a right to convert to an individual contract is included in the death benefit if [the person] dies:

- (1) Within 31 days after [the person's] face amount of insurance ends; and
- (2) While the [person] has the right to convert the face amount of insurance to an individual contract.

2 It is included even if [the person] did not apply for conversion. [But it is reduced by the amount of any extended death benefit protection which applies.]

**Form:** Any form of a life insurance contract that:

- (1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and
- (2) is one that Prudential usually issues at the age and amount applied for.

29 [This does not include term insurance or a contract with disability or supplementary benefits.]

**Premium:** Based on Prudential's rate as it applies to the form and amount, and to [the person's] class of risk (other than gender) and age at the time.

**Effective Date:** The end of the 31 day period after which [the person] ceases to be insured for the face amount of insurance.

## 30 [H. SUICIDE

If a person, whether sane or insane, dies because of suicide, the death benefit under the Universal Life Coverage may be limited. If death because of suicide occurs:

- (1) within two years from the date that person became a Covered Person, it is limited to:
  - (a) the sum of the contributions paid; minus
  - (b) any loan and the interest charged to it; minus
  - (c) any amounts which have been withdrawn from the person's fund.
- (2) within two years from the date of any increase in that person's face amount of insurance, the part of the death benefit that would be on account of that increase is limited to the sum of the contributions paid for that increase.
- (3) within two years from the date that person's Universal Life Coverage is reinstated, it is limited to:
  - (a) the sum of the contributions paid since the date of the reinstatement; minus
  - (b) any loan and the interest charged to it; minus
  - (c) any amounts which have been withdrawn from the person's fund.]

**[I.] REPORTS.**

31

Prudential will provide [a person] with a detailed report of [the person's fund], if any, under the Universal Life Coverage each [Calendar Year. The person will receive it within three months after the end of the year. A person] will also get a report of any paid-up insurance [the person has. A person] may request a report at other times[, subject to a fee of \$10 for its cost].

32

---

Any death benefit provided under a section of the Universal Life Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.

---

## The Prudential Insurance Company of America

### Explanation of Variable Language for

#### 96945 UL R 1043

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

**Illustrative material** consists of any entries such as dates, names, numbers, percentages, classes eligible, waiting periods, amounts, times and ages which may be varied.

Within the illustrative material, the term “you”, “person”, “Employee” or “Dependent” may be replaced by the term “participant”, “member” or other appropriate term describing a member of the group insured.

The term “Included Employer’s Inclusion Date” may be replaced by the term “Program Date”, “plan effective date”, or any other substantially similar term.

Universal Life Coverage may be issued with or without dependent spouse or adult child coverage. This form currently reflects the language used when employee and dependent spouse coverage is included in the same certificate. The form may be changed to provide:

- employee-only coverage when there is no spouse or adult child coverage, or when spouse or adult child coverage is not in the same certificate; or
- spouse-only coverage when spouse coverage is in a separate certificate; or
- adult child-only coverage when adult child coverage is in a separate certificate.

The term “spouse” may be replaced by the term “spouse or domestic partner”.

Bracketed references may be appropriately modified to reflect grammatical form.

**Specific variable material** is noted by margin notes. Specific variable material may be changed only as indicated in the marginal note explanations shown below. But illustrative material that appears within specific variable material may be varied as described above.

#### Marginal Notes

1. This item may be omitted if the client’s plan allows a covered person to hold face amount of insurance, fund and paid-up insurance simultaneously.
2. This item may be included as shown or omitted.
3. This item may be included as shown or replaced with the following when a client’s plan does not include the purchase of paid-up insurance on the plan effective date.

Unless the person's fund has been used to buy paid-up insurance, the amount of the death benefit on any date is the Insurance Amount less any outstanding loan and loan interest. The Insurance Amount is the greater of (1) and (2):

1. the face amount of insurance plus fund; and
2. the fund divided by the net single premium per \$1 at the person's attained age on that date. This net single premium will be based on the 2001 Commissioners Standard Ordinary Table, 80% Male / 20% Female Composite Ultimate - Age Last Birthday, at the interest rates as described in Section 7702 of the Internal Revenue Code of 1986, as amended.

If the person's fund has been used to buy paid-up insurance, the amount of the death benefit is the amount of paid-up insurance in force on the date of the person's death.

4. This item may be changed to refer to the sections by letter (e.g., Sections F. and G.) instead of by name. Reference to the Extension of Coverage and Waiver of Monthly Deductions during Total Disability section may be omitted.
5. This item will be included as shown, omitted or modified as follows:
  - the percent shown in (1) will not exceed 200%
  - for plans rated on a unisex basis, the percentage Male will not exceed 80%.
  - (2) may be omitted
  - the reference to paid-up insurance may be omitted
  - The reference to a monthly administration fee may be omitted or it may be changed to show a lower monthly charge or to show the actual charge.
6. This item will be included as shown, omitted or modified to show the actual fee or charge.
7. This item will be included as shown or modified to either delete (2) or to show a dollar amount greater than \$100. The reference to a fund charge may be omitted or it may be changed to show a lower monthly charge or to show the actual charge.
8. This item will be included as shown or modified to reflect the actual change date applicable to the employer's plan.
9. This item will be included as shown, omitted or modified to show a time period between one and five years.
10. This item will be included as shown, modified to refer to either fee or charge if only one applies, or omitted if no fee or charge applies.
11. This item will be included as shown, or modified to include a higher percent, as determined by Prudential and declared from time to time. In no event will it be less than 4% per year.
12. This item will be included as shown, omitted or modified to show an amount less than \$200.

13. This item will be included as shown, omitted, or modified to omit the references to (1) and (2) or to show any percent between 75 and 100.
14. This item will be included as shown, omitted or modified to refer to one month's Monthly Deduction.
15. This item will be included as shown or modified to show a minimum loan amount of between \$100 and \$500, to omit the fee or to show a lower fee.
16. This item will be included as shown, omitted or modified to permit more than one loan per calendar year or more than one loan in effect at any time.
17. This item will be included as shown or modified to show a lower percent, but never zero.
18. This item will be included as shown or modified to refer to an Employer's Inclusion Date or any other day that occurs once a year.
19. This item will be included as shown, omitted or modified to provide that the amount must be sufficient to purchase paid-up insurance with a face amount of at least \$1,000. The last sentence will be omitted if the client's plan allows a covered person to hold face amount of insurance, fund and paid-up insurance simultaneously.
20. For plans rated on a unisex basis, the percentage Male will never exceed 80%.
21. This item will be included as shown or modified to permit partial surrender.
22. This item will be included as shown or modified to permit partial surrender. If partial surrender is permitted, language, such as the following, will be added to specify that a fee may apply and to set the maximum amount of the fee: "A partial surrender is subject to a fee set by Prudential. The fee will not exceed \$20."
23. This item may be included as shown, omitted, or modified to indicate with whom beneficiary forms and changes are filed.
24. This item will be included as shown, omitted or modified in one of the following ways:
  - a. The reference to age 60 may be replaced by an age greater than 60.
  - b. The reference to nine months may be replaced by six, seven or eight months.
  - c. The reference to age 65 may be replaced by any age greater than 65, or the reference to attainment of an age may be omitted.
25. This item will be included as shown or modified to omit (1) and (2) when the Continued Coverage feature is part of the employer's plan.
26. This time period may be revised, but it will never be less that required by state law.
27. This item will be included as shown or will be omitted when the Continued Coverage feature is part of the employer's plan.

28. This item will be included as shown, omitted or modified to show a different amount, but not less than \$2,000.
29. This item will be included as shown, omitted or modified to provide information about the types of converted contracts available.
30. This section will be included as shown, omitted or modified to reduce the number of years under the suicide limitation to one.
31. This item will be included as shown or modified to read "Calendar Year."
32. This item will be included as shown or modified to show an amount not to exceed \$10.

# Universal Life Coverage

## [FOR YOU AND YOUR DEPENDENT SPOUSE]

Universal Life Coverage is life insurance which includes one or more of these three parts: face amount of insurance; a fund; and paid-up insurance. To be a Covered Person under the Universal Life Coverage, [a person] must first have become insured for the face amount of insurance. Under certain conditions, the fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered.

### A. DEATH BENEFIT.

If [a person] dies:

(a) while a Covered Person under the Universal Life Coverage; or

1

[(b) while under the extension for the Universal Life Coverage; or

(c)] within 31 days after [the person's] face amount of insurance under the Universal Life Coverage ends and while [the person] has the right to convert the face amount of insurance to an individual contract;

a death benefit is payable when Prudential receives written proof of death.

Unless [the person's] fund has been used to buy paid-up insurance, the amount of the death benefit is the greater of (1) and (2):

(1) the face amount of insurance plus fund; and

2

(2) [the fund times the percent for the person's attained age in the Table of Corridor Percentages.]

If [the person's] fund has been used to buy paid-up insurance, the amount of the death benefit is the amount of the paid-up insurance in force on the date of [the person's] death.

3

When [a person's] face amount of insurance has ended, the amount of the death benefit includes any amount [the person] may have under [the provisions for Extension of Coverage and Waiver of Monthly Deductions During Total Disability or Conversion Privilege] below.

But, the balance and interest for any loan on [the person's] fund, due at [the person's] death, will be deducted from the death benefit to be paid.

### B. FACE AMOUNT OF INSURANCE.

[A person's] face amount of insurance under the Universal Life Coverage is determined as provided in the Schedule of Benefits.

## C. CONTRIBUTIONS

1

3

All contributions made by or for [a person] under the Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage,] are credited to [the person's] fund. [Except as provided in Section F below, a person's] minimum contribution each month is the Monthly Deduction. In addition, Prudential will accept contributions in excess of Monthly Deductions and lump sum contributions, subject to a Maximum Monthly Contribution, as described below.

4

**Monthly Deductions:** Each month, Prudential will make a Monthly Deduction from [a person]'s fund. A Monthly Deduction is equal to [the sum of (1), (2) and (3) below:

5

(1) The amount required to provide the total death benefit minus the fund. In no event will this amount be higher than [200%] of the applicable amount under the 2001 Commissioners Standard Ordinary Mortality Table [80% Male / 20% Female] Composite Ultimate - Age Last Birthday).

20

(2) The amount required to provide any of the additional provisions that may be a part of the Universal Life Coverage.

(3) The monthly administration fee as set by Prudential from time to time, but not more than \$6.00.]

6

**Contributions in Excess of Monthly Deduction:** Each month, contributions toward premiums may be made in an amount in excess of the Monthly Deduction. [Prudential will make a fund charge of not more than \$2 plus 6% of each such contribution. The balance of such a contribution will remain in the person's fund, subject to the other provisions of the Universal Life Coverage.]

7

**Lump Sum Contributions:** You may also contribute lump sum amounts toward a person's fund from time to time as you choose[, subject to the following. You may not make lump sum contributions:

(1) for an amount which would cause a person's fund to reach its limit; or

(2) for an amount less than \$100.00.

Prudential will make a fund charge of not more than \$2 plus 6% of each such contribution. The balance of such a contribution will remain in the person's fund, subject to the other provisions of the Universal Life Coverage.]

8

**Maximum Monthly Contribution:** In any event, for all contributions, there is a limit on the amount, per person, which may be contributed each month. That limit is the Maximum Monthly Contribution. The Maximum Monthly Contribution is determined by Prudential, based upon certain factors. Those factors include, but are not limited to, the person's age and contributions which may already have been made to the person's fund. Notice of the amount of [your and your spouse's] Maximum Monthly Contribution will be included in the reports provided to you under Section [I] of the Universal Life Coverage. You may change the amount of the monthly contribution to [your fund, or to your fund for your spouse, each year on the Change Date. The Change Date is shown in the Schedule of Benefits. But you may end your contribution or your contribution in excess of the Monthly Deduction for a person any time. No contribution may be made after a person's face amount of insurance ends.]

To receive the tax treatment accorded to life insurance under the federal law, the Universal Life Coverage must qualify under the Internal Revenue Code or successor law. To make sure the Universal Life Coverage qualifies, Prudential reserves the right: (a) to refuse contributions which

would cause the Universal Life Coverage to fail to so qualify; and (b) to make changes in the Universal Life Coverage or to make distributions from a person's fund to the extent needed to continue to qualify the Coverage as life insurance.

1

**Default:** A Covered Person's Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage,] is in default if, on the date a Monthly Deduction from the person's fund is due, the amount of the person's fund, less any outstanding loan and loan interest, is less than the amount of the Monthly Deduction.

1

**Grace Period:** The grace period starts on the day the Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage] goes into default and extends to the later of: (a) 60 days after that date; and (b) 30 days from the date Prudential mails you a notice of default. During the grace period, Prudential will accept contributions and make the charges it has set. If the Monthly Deduction is not paid within the grace period, the person's Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage,] will end at the end of the grace period.

1

If a Covered Person dies during a grace period, Prudential will deduct any overdue Monthly Deduction from the death benefit.

9

**[Reinstatement:** If a person's Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:

- (1) The Group Contract has not ended.
- (2) The person's fund must not have been used to buy paid-up insurance.
- (3) You must request reinstatement within three years from the end of the grace period.
- (4) You have given evidence of the person's insurability that satisfies Prudential.
- (5) You pay the amount, if any, needed to bring the person's fund up to zero as of the date the person's Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, went into default.
- (6) You pay the Monthly Deductions through the end of the grace period.
- (7) You pay an amount which is sufficient to keep the person's Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, in force for at least two months after the date of reinstatement.

If Prudential approves the reinstatement, the reinstatement will be effective on the first day of the month coinciding with or next following the approval date.]

#### D. THE FUND.

At any time the amount of [your fund, or your fund for your spouse,] is the net amount of:

- (1) your contributions under the Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage,] received by Prudential; plus
- (2) interest; minus

10

- (3) Monthly Deductions[;minus
- (4) any fund charges, including fees for withdrawals or loans; minus
- (5)] any amounts which have been withdrawn.

11 Interest determined by Prudential at a rate [not less than 4% per year] will be credited on a person's fund. Prudential will credit interest on the person's fund from the date Prudential receives the contribution.

6 **Withdrawals:** You may withdraw all or part of [your fund, or your fund for your spouse], upon written request[, subject to a fee set by Prudential. The fee will not exceed \$20.] But you may not withdraw that part of [each] fund equal to the balance of any [loan] on the fund and the interest charged to it.

12 [If only part of a fund is withdrawn, the amount withdrawn must be at least \$200.]

Prudential may defer a withdrawal for not more than six months.

13 **Loans:** You may borrow that part of [your fund, or your fund for your spouse,] equal to [(1) minus (2):

(1) 85% of] the amount of [your fund, or your fund for your spouse.

14 (2) one month's Monthly Deduction.]

15 The loan amount may not be less than [\$200. Each loan is subject to a fee set by Prudential. The fee will not exceed \$20.] Prudential may defer a loan for not more than six months.

16 [You can take only one loan per Calendar Year from each fund and can have only one loan in effect at any time from each fund.]

17 Interest on a loan balance will be charged [daily at a yearly rate not to exceed 2% plus the rate that interest is credited to the fund]. Interest is due: [on each anniversary of the Included Employer's Inclusion Date;] when the loan or part of it is paid back; and when the loan becomes due and payable. Interest not paid when due is added to the loan balance.

18 A loan and the interest charged to it will be due and payable from a person's fund:

- (1) when all of the person's face amount of insurance under the Universal Life Coverage ends; or
- (2) when the person dies; or
- (3) any time the loan balance plus interest charged to it equals the amount of the person's fund.

1 When the amount credited to a person's fund is reduced to zero because the loan balance plus interest equals the amount of a person's fund, the person's Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage,] will continue until the date on which Prudential would make the next Monthly Deduction. If, on that date, the amount credited to a person's fund is less than the amount required for that Monthly Deduction, the person's Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage,] is in default, and a grace period will begin as described in Section B.

1 You may pay back all or part of a loan at any time. [At your request, a loan may be cancelled, or reduced by no less than \$200, by deducting the amount needed from the fund from which it was borrowed.]

The balance and interest for any loan due at a person's death will be deducted from the death benefit to be paid.

Before paid-up insurance under the Universal Life Coverage is provided by using [your fund, or your fund for your spouse,] any loan will first be cancelled by deducting an amount from [the fund from which it was borrowed] as described in Section E below.

## E. PAID-UP INSURANCE.

1 Paid-up insurance may be provided under the Universal Life Coverage by using a person's fund to pay the net single premium for that insurance [when the person's face amount of insurance under the Universal Life Coverage ends]. But, if paid-up insurance is so provided, all other benefits under the Universal Life Coverage[, including any of the additional provisions that may be a part of the Universal Life Coverage,] will end.

19 All or part of a person's fund, less the balance and interest due for any [loan] on the person's fund, may be used to provide the paid-up insurance[, subject to both of these rules:

- (1) The minimum amount of the person's fund that may be applied to purchase paid-up insurance is \$1,000.
- (2) The maximum amount of paid-up insurance that may be purchased is the amount of the person's death benefit just before the purchase.

Any amount of a person's fund which exceeds the amount used to provide paid-up insurance will be returned to you in cash.]

20 The net single premium used to provide paid-up insurance will not be more than it would be on the basis of the 2001 Commissioners Standard Ordinary Table [80% Male / 20% Female] Composite Ultimate – Age Last Birthday at 4%.

21 [All of a person's paid-up] insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the person's attained age for the amount of insurance, using the same basis which determined that amount[, less a fee set by Prudential. The fee will not exceed \$20. Partial surrenders of a person's paid-up insurance are not permitted.] Prudential may defer a surrender for not more than six months.

22 Paid-up insurance will not end when a person's insurance ends under other rules of the Group Contract. Unless surrendered, it will continue until the person's death.

1 [**Premium Refunds:** Prudential will determine that part of any premium refund derived from a person's paid-up insurance. That part will be applied to increase the amount of the person's paid-up insurance. That part will not be considered in determining the disposition or effect of premium refunds under any other provision of the Group Contract.]

**Change in Beneficiary:** If you purchase paid-up insurance and you make a Beneficiary change, a Beneficiary change form must be filed with Prudential and not as stated in the Beneficiary Rules.

23

**[F. EXTENSION OF COVERAGE AND WAIVER OF MONTHLY DEDUCTIONS DURING TOTAL DISABILITY.]**

If you meet the conditions below:

- (1) The Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, will be extended while you are Totally Disabled.
- (2) From the date Prudential first receives written proof as described below, Monthly Deductions will be waived while the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, is being extended.

The conditions are:

- You become Totally Disabled while you are insured for face amount of insurance under the Universal Life Coverage and are not retired.
- You are less than age 60 when your Total Disability starts.

23a

**Total Disability:** You are "Totally Disabled" when:

- (1) You are not working at any job for wage or profit; and
- (2) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job for which you are reasonably fitted by your education, training or experience.

The extension ends one year after your Total Disability started, unless, within that year, you give Prudential written proof that:

- (1) You have met the above conditions; and
- (2) You are still Totally Disabled; and
- (3) Your Total Disability has continued for at least nine months.

23b

Prudential will then further extend the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, for successive one year periods. The first of these periods will start on the date Prudential receives this proof. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.

If you or your dependent dies while the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:

- (1) Your Total Disability continued until that person's death; and
- (2) All of the above conditions have been met.

If you or your dependent spouse dies within one year after your Total Disability started and before you give Prudential proof of Total Disability, written notice of your or your dependent's death must be given to Prudential within one year after the death.

23c

This extension ends if and when:

- (1) Your Total Disability ends or you reach age 65; or
- (2) You fail to furnish any required proof that your Total Disability continues; or
- (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.

If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and G apply as if it was face amount of insurance under the Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the face amount of insurance within 31 days after this extension ends.

The amount of a person's face amount of insurance that may be extended is the amount of the person's face amount of insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Universal Life Coverage for a class of Employees.

**Effect of Conversion:** An individual contract issued under Section G will be in place of all rights under this Section F.

### **G.] CONVERSION PRIVILEGE.**

If [a person's] face amount of insurance under the Universal Life Coverage ends for [one of the reasons] stated below, [the person] may convert to an individual life insurance contract. Evidence of insurability is not required. The reason[s] are:

24

- (1) Your employment ends, you transfer out of a Covered Class, or your amount of insurance is reduced by reason of age, retirement, the end of your membership in a Covered Class, or an amendment to the Group Contract that changes the benefits for your class;
- (2) With respect to a dependent, that dependent is no longer a Qualified Dependent;
- (3) All face amount of insurance that applies to the person under the Group Contract for the Employee's class ends by amendment or otherwise. [But, on the date it ends the person must have been insured for five years for that insurance (or for that insurance and any other Prudential rider or group contract replaced by that insurance).]

1

Any such conversion[s are] subject to the rest of this Section [G].

**Availability:** [A person] must apply for the individual contract and pay the first premium by [the later of:

25

- (1) the thirty-first day after the person's face amount of insurance ends; and
- (2) the fifteenth day after the person has been given written notice of the conversion privilege. But, in no event may insurance be converted to an individual contract if the person does not apply for the individual contract and pay the first premium prior to the ninety-second day after the person's Face Amount of Insurance ends.]

**Individual Contract Rules:** The individual contract must conform to the following:

**Amount:** [If your employment ends, you transfer out of a Covered Class or with respect to a dependent who is no longer a Qualified Dependent, not more than:

26

- (1) the total amount of the person's insurance under this Universal Life Coverage (face amount of insurance plus fund) just before the face amount of insurance ends; minus
- (2) the amount of the person's fund needed to cancel any loan due; minus
- (3) any amount of the person's paid-up insurance under the Universal Life Coverage purchased by using the person's fund just after the face amount of insurance ends].

3

[But, if a person converts when extended death protection ends, the amount of that protection applies in place of the face amount of insurance in (1) above.

Or, if] the face amount of insurance ends because all face amount of insurance of the Group Contract for your class ends, the total amount of individual insurance which [you or your dependent spouse] may get in place of all life insurance then ending for [you or your dependent spouse] under the Group Contract will not exceed the [lesser of the following:

27

- (1) The] total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of [that person's] fund needed to cancel any loan due; (b) the amount of [that person's] paid-up insurance; and (c) the amount of group life insurance from any carrier for which [that person] is or becomes eligible within the next [31] days.

28

[(2) \$10,000.]

**Death During Conversion Period:** The amount [a person] had a right to convert to an individual contract is included in the death benefit if [the person] dies:

- (1) Within 31 days after [the person's] face amount of insurance ends; and
- (2) While [the person] has the right to convert the face amount of insurance to an individual contract.

3

It is included even if [the person] did not apply for conversion. [But it is reduced by the amount of any extended death benefit protection which applies.]

**Form:** Any form of a life insurance contract that:

- (1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and
- (2) is one that Prudential usually issues at the age and amount applied for.

29

[This does not include term insurance or a contract with disability or supplementary benefits.]

**Premium:** Based on Prudential's rate as it applies to the form and amount, and to [the person's] class of risk (other than gender) and age at the time.

**Effective Date:** The end of the 31 day period after which [the person] ceases to be insured for the face amount of insurance.

**[H. SUICIDE**

If a Covered Person, whether sane or insane, dies because of suicide, the death benefit under the Universal Life Coverage may be limited. If death because of suicide occurs:

- (1) within two years from the date that person became a Covered Person, it is limited to:
  - (a) the sum of the contributions paid; minus
  - (b) any loan and the interest charged to it; minus
  - (c) any amounts which have been withdrawn from that person's fund.
- (2) within two years from the date of any increase in that person's face amount of insurance, the part of the death benefit that would be on account of that increase is limited to the sum of the contributions paid for that increase.
- (3) within two years from the date the person's Universal Life Coverage is reinstated, it is limited to:
  - (a) the sum of the contributions paid since the date of the reinstatement; minus
  - (b) any loan and the interest charged to it; minus
  - (c) any amounts which have been withdrawn from that person's fund.]

**[I.] REPORTS TO YOU.**

Prudential will provide you with a detailed report of [your fund, and your fund for your spouse], if any, under the Universal Life Coverage each [Calendar Year. You will receive it within three months after the end of the year.] You will also get a report of any paid-up insurance [you have or your spouse has]. You may request a report at other times[, subject to a fee of \$10 for its cost].

---

Any death benefit provided under a section of the Universal Life Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.

---

**The Prudential Insurance Company of America**  
**Explanation of Variable Language for**  
**96945 UL R 1044**

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

**Illustrative material** consists of any entries such as numbers, addresses, amounts, times and ages which may be varied.

Within the illustrative material, the term "you", "person", "Employee" or "Dependent" may be replaced by the term "participant", "member" or other appropriate term describing a member of the group insured.

References to additional provisions (e.g. Option to Accelerate Payment Death Benefits, Additional Provisions for Accidental Death and Dismemberment Coverage, Accidental Motor Vehicle Death Coverage (seat belt benefit) and Dependents Term Life Coverage) will either be included or omitted according to the facts of the plan design.

This form currently reflects the language used when employee and dependent spouse coverage for Universal Life Coverage are included in the same certificate. The form may be changed to provide:

- employee-only coverage when there is no spouse or adult child coverage, or when spouse or adult child coverage is not in the same certificate; or
- spouse-only coverage when spouse coverage is in a separate certificate; or
- adult child-only coverage when adult child coverage is in a separate certificate.

The term "spouse" may be replaced by the term "spouse or domestic partner".

The bracketed references will be appropriately modified to reflect grammatical form.

**Specific variable material** is noted by margin notes. Specific variable material will be changed only as indicated in the marginal note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

**Marginal Notes**

1. This item may be included as shown or may be omitted.

2. This item will be included as shown when a certificate is subject to the Guideline Premium Test. When a certificate is subject to the Cash Value Accumulation Test, this item will be modified to replace (2) with the following:
  - (2) the fund divided by the net single premium per \$1 at the person's attained age on that date. This net single premium will be based on the 2001 Commissioners Standard Ordinary Table, 80% Male / 20% Female Composite Ultimate - Age Last Birthday, at the interest rates as described in Section 7702 of the Internal Revenue Code of 1986, as amended.
3. This item will be included as shown when the Universal Life Coverage includes the Extension of Coverage and Waiver of Cost of Insurance Charges during Total Disability feature. Otherwise, it will be omitted.
4. This item will be included as shown, omitted or modified to delete either or both of (2) and (3).
5. This item will be included as shown or modified in one of the following ways:
  - a. The percent shown in (1) will not exceed 200%
  - b. For plans rated on a unisex basis, the percent Male will never exceed 80%.
  - c. (2) may be omitted.
  - d. The reference to a fund charge may be omitted or it may be changed to show a lower monthly charge or to show the actual charge.
6. This item will be included as shown, omitted or modified to show the actual fee or charge.
7. This item will be included as shown or modified to either delete (2) or to show a dollar amount greater than \$100.
8. This item will be included as shown or modified to reflect the employer's plan.
9. This item will be included as shown or modified to show a time period between three and five years.
10. This item will be included as shown, modified to refer to either fee or charge if only one applies, or omitted if no fee or charge applies.
11. This item will be included as shown, or modified to include a higher percent, as determined by Prudential and declared from time to time. In no event will it be less than 4% per year.
12. This item will be included as shown, omitted or modified to show an amount less than \$200.

13. This item will be included as shown, omitted, or modified to omit the references to (1) and (2) or to show any percent between 75 and 100.
14. This item will be included as shown, omitted or modified to refer to two month's Monthly Deductions.
15. This item will be included as shown or modified to show a minimum loan amount of between \$100 and \$500, to omit the fee or to show a lower fee.
16. This item will be included as shown, omitted or modified to permit more than one loan per calendar year or more than one loan in effect at any time.
17. This item will be included as shown or modified to show a lower percent, but never zero.
18. This item will be included as shown or modified to refer to an Employer's Inclusion Date or any other day that occurs once a year.
19. This item will be included as shown, omitted or modified to provide that the amount must be sufficient to purchase paid-up insurance with a face amount of at least \$1,000.
20. For plans rated on a unisex basis, the percentage Male will never exceed 80%..
21. This item will be included as shown or modified to permit partial surrender.
22. With respect to fees, this item will be included as shown, omitted, or modified to reflect a different fee schedule not to exceed \$20.00. With respect to partial surrenders, this item will be included as shown, omitted, or modified to state that partial surrenders are permitted.
23. This item will be included as shown, omitted or modified in one of the following ways:
  - a. The reference to age 60 may be replaced by an age greater than 60.
  - b. The reference to nine months may be replaced by six, seven or eight months.
  - c. The reference to age 65 may be replaced by any age greater than 65, or the reference to attainment of an age may be deleted.
24. This item will be included as shown or modified to omit (1) and (2) when the Continued Coverage feature is part of the employer's plan.
25. This time period may be revised, but it will never be less than required by state law.

26. This item will be included as shown or will be omitted when the Continued Coverage feature is part of the employer's plan.
27. This item will be included as shown or modified to show a number greater than 31.
28. This amount may be increased or decreased, as permitted by state law.
29. This item will be included as shown, omitted or modified to refer to provide information about the types of converted contracts available.
30. This section will be included as shown or omitted.
31. This item will be included as shown or modified to read "Calendar Year."
32. This item will be included as shown or modified to show an amount not to exceed \$10.

# When Insurance Ends

## [EMPLOYEE AND DEPENDENTS] INSURANCE

1

Your [Employee and Dependents Insurance under the Universal Life Coverage and any of the additional provisions that may be a part of the Universal Life Coverage under the Group Contract] will end [on the first of these to occur:

2

(1)] The date the Group Contract ends.

[(2) The date the Employee's Employer ceases to be an Included Employer.

3

(3) The last day of the month in which Prudential receives notice that the Employee ceases to be in the Covered Classes for the insurance because the Employee's employment ends (see below) or for any other reason.

(4) The last day of the month in which Prudential receives notice that the Employee's class has been removed from the Covered Classes for the insurance.

(5) The last day of the month in which you fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Deduction required to provide the person's Universal Life Coverage during the grace period. But failure to pay for Dependents Insurance will not cause your Employee Insurance to end.

(6) With respect to an Employee's spouse who is insured for Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, the last day of the month in which that spouse's Coverage ends as a result of your death or divorce.

Dependents Insurance for a Qualified Dependent under the Additional Provisions for Dependents Term Life Coverage will end on the last day of the month in which that dependent ceases to be a Qualified Dependent for those provisions.]

4

**[Continued Coverage for an Incapacitated Child:** This applies only to the Dependents Insurance you have for a Qualified Dependent child under the Additional Provisions for Dependents Term Life Coverage. The insurance for the child will not end on the date the age limit in the definition of Qualified Dependent is reached if both of these are true:

(1) The child is then mentally or physically incapable of earning a living. Prudential must receive proof of this within the next 31 days.

(2) The child otherwise meets the definition of Qualified Dependent.

If these conditions are met, the age limit will not cause the child to stop being a Qualified Dependent under that Coverage. This will apply as long as the child remains so incapacitated.]

5

**[Paid-up Insurance:** If a person's fund has been used to provide paid-up insurance, as described in the Paid-up Insurance Section of the Universal Life Coverage, the paid-up insurance will not end when a person's insurance ends under other rules of the Group Contract. Unless surrendered, it will continue until the person's death.]

6

**[End of Employment:** For insurance purposes, the Employee's employment will end when the Employee is no longer a full-time Employee actively at work for the Employer. But, the Employer may consider the Employee as still employed in the Covered Classes during certain types of absences from full-time work. The Employer decides which Employees with those types of absences are to be considered employed, and for how long. In doing so, the Employer must not discriminate among persons in like situations.

For the purpose of the Employee's life insurance under the Group Contract, the Employee's employment in the covered Classes will not be considered to end while the Employee: (1) is absent from work for the Employer on account of the Employee's disability; and (2) has been so absent for less than six months; and (3) is not working at any other job for wage or profit.

If an Employee stops active full-time work for any reason, the Employee should contact the Employer at once to see what arrangements, if any, have been made to continue your insurance during such absences.]

7

**[Continued Coverage Under the Group Contract for Employees and their Dependent Spouses:** If a person's face amount of insurance under the Universal Life Coverage and any of the additional provisions made a part of the Universal Life Coverage would, but for these provisions, end because:

- (1) the Employee ceases to be in the Covered Classes for the insurance; or
- (2) the Employee's class has been removed from the Covered Classes for the insurance; or
- (3) the Employee's employer is no longer an Included Employer; or
- (4) with respect to a person who is a dependent spouse, the Employee dies or is divorced from that spouse;

the person's Universal Life Coverage and any of the additional provisions made a part of the Universal Life Coverage will be continued beyond the date it would have ended above.

But this will not apply if the person's Universal Life Coverage under the Group Contract ends because the Employee's employer is no longer an Included Employer and, within 31 days, the person becomes eligible through the Employee's employer for group life insurance coverage, issued by another carrier, that provides for the accumulation of cash value.

**Rules:** The Universal Life Coverage and any additional provisions that may be a part of the Universal Life Coverage will be continued, subject to the following rules.

**Effective Date:** The effective date is the first day of the month after Prudential receives notice that the person's Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, under the Group Contract would have ended.

**Contributions:** The amount of the contributions required to keep the insurance in force will be different than the amount you have been contributing. Contributions will be payable directly to Prudential.

**Increases in Face Amount of Insurance:** On each Contract Anniversary, you may request an increase in the face amount of insurance for a person provided:

- (1) the person is less than age 65; and
- (2) the amount of the requested increase is \$25,000 or more; and

(3) the person gives evidence of insurability satisfactory to Prudential.

The Face Amount of Insurance for the person will be increased when Prudential decides the evidence is satisfactory.

Amount Limitation: The Amount Limitation shown in the Schedule of Benefits is replaced by the Amount Limitation shown below.

**Amount Limitation:** On the first day of a month coinciding with or next following a person's attainment of the Limiting Age (shown below), the person's Face Amount of Insurance is limited. It is the greater of: (a) five times the person's fund on the day the person attains the Limiting Age; and (b) \$50,000. But, in no event will a person's Face Amount of Insurance exceed the person's face amount of insurance on the day prior to attainment of the Limiting Age.

Limiting Age: The later of: (a) age 70; and (b) the tenth anniversary of the day on which the person became insured for the Universal Life Coverage under the Group Contract.

The Delay of Effective Date section does not apply to this provision.

End of Continued Coverage: Insurance under the Universal Life Coverage and any of the additional provisions that may be a part of the Universal Life Coverage will end when the first of these occurs:

- (1) The Group Contract ends.
- (2) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the Monthly Deduction required to provide the person's Universal Life Coverage during the grace period. But failure to pay for Dependents Insurance will not cause your Employee Insurance to end.

Your Dependents Insurance for a Qualified Dependent under the Additional Provisions for Dependents Term Life Coverage will end on the last day of the month in which that dependent ceases to be a Qualified Dependent for those provisions.]

8

**[Continued Coverage under the Group Contract for a Child Who Reaches the Age Limit:** A child of an Employee or an Employee's spouse has the right to enroll for Universal Life Coverage under the Group Contract if the child:

- (1) reaches the age limit in the definition of Qualified Dependent while insured as your Qualified Dependent under the Additional Provisions for Dependents Term Life Coverage of the Group Contract; and
- (2) has not converted your insurance on that child under the Additional Provisions for Dependents Term Life Coverage of the Group Contract to an individual life insurance contract; and
- (3) is not covered as an Employee of the Included Employer, or is not the spouse of an Employee of the Included Employer, under the Universal Life Coverage of the Group Contract.

For the purpose of the Group Contract, a child who has this right is called an Adult Child.

Any such right is subject to the following rules.

**Rules:** These rules apply.

Availability: The Adult Child must enroll for the Universal Life Coverage on a form approved by Prudential and pay the first premium within 31 days after the Additional Provisions for Dependents Term Life Coverage for that child ends. Evidence of insurability will not be required.

Face Amount of Insurance: The Adult Child may elect a Face Amount of Insurance equal to \$10,000, or a multiple of \$10,000, up to \$50,000. But, in no event can that Face Amount of Insurance be more than five times the amount of insurance on that child under the Additional Provisions for Dependents Term Life Coverage on the date the Additional Provisions for Dependents Term Life Coverage for that child ends.

Contributions: Contributions will be payable directly to Prudential.

Certificate: Prudential will issue a Certificate to the Adult Child.]

9

**Attainment of Age [<95-120>:** When a Covered Person attains age <95-120>, the person's death benefit will be equal to the fund, less any loan and any interest due on the loan and any past due monthly charges. The face amount of insurance ends, the Monthly Deduction will no longer be required and Prudential will no longer accept contributions.

Any additional provisions that may be a part of the person's Universal Life Coverage will end.]

---

**The Prudential Insurance Company of America**  
**Explanation of Variable Language for**  
**96945 CTE 1045**

There are two types of variable material set forth in brackets within this form. These types are:

1. Illustrative material; and
2. Specific variable material.

**Illustrative material** consists of any entries such as numbers, amounts, times and ages which may be varied.

Within the illustrative material, the term "you", "person", "Employee" or "Dependent" may be replaced by the term "participant", "member" or other appropriate term describing a member of the group insured.

Universal Life Coverage may be issued with or without dependent spouse or adult child coverage. This form currently reflects the language used when employee and dependent spouse coverage is included in the same certificate. The form may be changed to provide:

- employee-only coverage when there is no spouse or adult child coverage, or when spouse or adult child coverage is not in the same certificate; or
- spouse-only coverage when spouse coverage is in a separate certificate; or
- adult child-only coverage when adult child coverage is in a separate certificate.

References to additional provisions (e.g. Option to Accelerate Payment Death Benefits, Additional Provisions for Accidental Death and Dismemberment Coverage, Accidental Motor Vehicle Death Coverage (seat belt benefit) and Dependents Term Life Coverage) will either be included or omitted according to the facts of the plan design.

The term "spouse" may be replaced by the term "spouse or domestic partner".

The bracketed references will be appropriately modified to reflect grammatical form.

**Specific variable material** is noted by margin notes. Specific variable material will be changed only as indicated in the marginal note explanations shown below. But illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item will be included as shown or modified to delete the reference to additional provisions if none apply under the employer's plan.
2. This item will be included as shown, omitted or modified to include a different time period (e.g., the first day of the month following...).

3. This item will be included as shown or modified to delete any of the reasons that would cause insurance to end.
4. This item may be omitted in whole or in part, made applicable to life or accident coverage, or revised as applicable to the Included Employer's' plan. But this item will be included when it is required by state law.
5. This item will be included as shown or omitted.
6. This item will be included as shown, omitted or modified to describe in full the types of absences and time limits that apply.
7. This item will be included as shown, omitted, or modified to reflect the continuation provisions under the employer's plan. For example, it may be changed in one of the following ways:
  - a. The "Increases in Face Amount of Insurance" may be omitted or may be changed to show conditions where an Employee can increase their amount of insurance.
  - b. The "Amount Limitation" may be omitted or may be changed to increase or lower the amount or the Limiting Age, to change the date on which the Amount Limitation takes effect, or to omit the reference to Delay of Effective Date.
8. This item may be included as shown or omitted if not applicable under the employer's plan.
9. This item will be included as shown or modified to show a lower age between 95 and 119 or to delete the reference to additional provisions.

# Table of Net Single Premiums

## Maximum Rates To Determine Paid-Up Insurance Amounts

**1** Calculated at 4%, 2001 Commissioners Standard Ordinary – [80% Male / 20% Female]  
Composite Ultimate - Age Last Birthday

(Per \$1.00 of Insurance Amount)

	Person's Attained Age	Factor	Person's Attained Age	Factor	Person's Attained Age	Factor
<b>2</b>	[0	0.06236	41	0.25766	82	0.77579
	1	0.06423	42	0.26663	83	0.78764
	2	0.06639	43	0.27584	84	0.79906
	3	0.06875	44	0.28529	85	0.81000
	4	0.07127	45	0.29499	86	0.82043
	5	0.07392	46	0.30492	87	0.83026
	6	0.07669	47	0.31510	88	0.83941
	7	0.07956	48	0.32558	89	0.84786
	8	0.08253	49	0.33637	90	0.85565
	9	0.08563	50	0.34748	91	0.86312
	10	0.08884	51	0.35889	92	0.87051
	11	0.09218	52	0.37056	93	0.87771
	12	0.09562	53	0.38248	94	0.88455
	13	0.09914	54	0.39462	95	0.89081
	14	0.10276	55	0.40695	96	0.89638
	15	0.10642	56	0.41945	97	0.90127
	16	0.11013	57	0.43212	98	0.90590
	17	0.11389	58	0.44500	99	0.91083
	18	0.11773	59	0.45813	100	0.91572
	19	0.12167	60	0.47148	101	0.92048
	20	0.12575	61	0.48500	102	0.92526
	21	0.12999	62	0.49863	103	0.93000
	22	0.13439	63	0.51232	104	0.93463
	23	0.13895	64	0.52606	105	0.93906
	24	0.14369	65	0.53986	106	0.94323
	25	0.14861	66	0.55374	107	0.94712
	26	0.15371	67	0.56773	108	0.95077
	27	0.15897	68	0.58184	109	0.95417
	28	0.16442	69	0.59610	110	0.95730
	29	0.17010	70	0.61049	111	0.96013
	30	0.17602	71	0.62496	112	0.96274
	31	0.18218	72	0.63940	113	0.96527
	32	0.18859	73	0.65375	114	0.96789
	33	0.19525	74	0.66802	115	0.97026
	34	0.20216	75	0.68223	116	0.97251
	35	0.20933	76	0.69634	117	0.97467
	36	0.21674	77	0.71034	118	0.97659
	37	0.22441	78	0.72413	119	0.97844
	38	0.23233	79	0.73762	120	0.98064]
	39	0.24051	80	0.75078		
	40	0.24895	81	0.76352		

**The Prudential Insurance Company of America**

**Explanation of Variable Language for**

**89759 CTA 1005**

**Marginal Notes**

1. For plans rated on a unisex basis, the percentage Male will never exceed 80%.
2. If the percentage Male/Female is changed, the entries in the factor column will be changed accordingly.

# Table of Maximum Rates

## Guaranteed Maximum Monthly Rates per \$1,000 of Net Amount at Risk by Attained Age

1 [200%] of 2001 Commissioners Standard Ordinary – [80% Male / 20% Female] Composite Ultimate -  
 2 Age Last Birthday

3	Attained Age	COI/1,000	Attained Age	COI/1,000	Attained Age	COI/1,000
	[0	\$0.110	43	\$0.358	86	\$20.203
	1	\$0.072	44	\$0.395	87	\$22.225
	2	\$0.052	45	\$0.435	88	\$24.348
	3	\$0.040	46	\$0.477	89	\$26.508
	4	\$0.035	47	\$0.512	90	\$28.452
	5	\$0.033	48	\$0.543	91	\$30.273
	6	\$0.035	49	\$0.582	92	\$32.385
	7	\$0.037	50	\$0.628	93	\$34.815
	8	\$0.037	51	\$0.688	94	\$37.615
	9	\$0.038	52	\$0.758	95	\$40.572
	10	\$0.038	53	\$0.842	96	\$43.513
	11	\$0.045	54	\$0.940	97	\$45.952
	12	\$0.055	55	\$1.048	98	\$47.858
	13	\$0.063	56	\$1.165	99	\$50.475
	14	\$0.082	57	\$1.277	100	\$53.428
	15	\$0.100	58	\$1.387	101	\$56.445
	16	\$0.118	59	\$1.513	102	\$59.850
	17	\$0.133	60	\$1.663	103	\$63.690
	18	\$0.142	61	\$1.845	104	\$67.975
	19	\$0.147	62	\$2.053	105	\$72.622
	20	\$0.148	63	\$2.278	106	\$77.508
	21	\$0.152	64	\$2.515	107	\$82.587
	22	\$0.153	65	\$2.760	108	\$83.333
	23	\$0.155	66	\$3.008	109	\$83.333
	24	\$0.158	67	\$3.270	110	\$83.333
	25	\$0.163	68	\$3.545	111	\$83.333
	26	\$0.172	69	\$3.850	112	\$83.333
	27	\$0.177	70	\$4.200	113	\$83.333
	28	\$0.177	71	\$4.623	114	\$83.333
	29	\$0.175	72	\$5.112	115	\$83.333
	30	\$0.175	73	\$5.625	116	\$83.333
	31	\$0.175	74	\$6.178	117	\$83.333
	32	\$0.178	75	\$6.785	118	\$83.333
	33	\$0.183	76	\$7.462	119	\$83.333
	34	\$0.190	77	\$8.242	120	\$83.333]
	35	\$0.198	78	\$9.135		
	36	\$0.210	79	\$10.127		
	37	\$0.223	80	\$11.243		
	38	\$0.238	81	\$12.475		
	39	\$0.255	82	\$13.767		
	40	\$0.273	83	\$15.157		
	41	\$0.297	84	\$16.695		
	42	\$0.325	85	\$18.363		

**The Prudential Insurance Company of America**

**Explanation of Variable Language for**

**89759 CMR 1005**

**Marginal Notes**

1. The percent shown in this item will not exceed 200%.
2. For plans rated on a unisex basis, the percentage Male will never exceed 80%.
3. This table may be modified as follows:
  - If the percentage is other than 200%, the rates in the "COI/1,000" columns will reflect the corresponding percentage.
  - If the percentage Male/Female is changed, the rates in the "COI/1,000" columns will reflect this change.
  - If the client's plan is limited to an age less than 120, the table will end at that age.

# Variable Universal Life Coverage

## FOR [EMPLOYEES AND THEIR DEPENDENTS]

This Coverage is life insurance which includes one or more of these three parts: Face Amount of Insurance, a Certificate Fund and paid-up insurance. To be a Covered Person under this Coverage a person must first have become insured for the Face Amount of Insurance. Under certain conditions, the Certificate Fund may be applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered [or voided when Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability applies].

1

### A. DEATH BENEFIT.

If a person dies:

(a) while a Covered Person under this Coverage; or

1

[(b) while protected under the Extended Death Protection During Total Disability Section of this Coverage; or]

[(c)] during the conversion period after the person's Insurance under this Coverage ends;

a death benefit is payable when Prudential receives written proof of death. Unless the Insurance is in default, the amount of the death benefit on any date is the Insurance Amount less any Certificate Debt. The Insurance Amount is [the greater of:

2

(1) the Face Amount of Insurance plus Certificate Fund; or

(2) the Certificate Fund times the percent for the person's attained age in the Table of Corridor Percentages.]

3

The Face Amount of Insurance is shown in the [Specifications Page.] The amount of death benefit will depend on the contributions made by or for the Covered Person, the investment experience of the Separate Account (described in Section D. of the Coverage), any interest credited to the Fixed Account (described in Section E. of the Coverage) and the level of charges made. When a death benefit is payable, the value of the Certificate Fund is determined as of the date of death. When the Insurance has ended, the amount of the death benefit payable includes any amount available under the provisions of [Sections K. and M.] of this Coverage.

### B. CONTRIBUTIONS.

4

[The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Monthly Contribution applicable to that person. After that, you may change the frequency and amount of the monthly contribution, so long as the amount in the person's Certificate Fund, less any Certificate Debt, is enough to make the monthly deductions from the Certificate Fund. Section C. describes charges for the cost of insurance and other monthly deductions from the Certificate Fund.]

4

You may also make lump sum contributions for the Covered Person at any time. But Prudential reserves the right to not accept a lump sum contribution less than the Minimum Lump Sum Contribution. After the Expense Charges are deducted from each contribution, the balance goes into the Covered Person's Certificate Fund. The balance is the Net Contribution. The [Initial] Monthly Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the [Specifications Page.]

3

Prudential reserves the right not to accept, or to return, contributions which would cause this Coverage to fail to qualify as life insurance under applicable tax laws, or which would increase the Insurance Amount by more than it increases the Certificate Fund.

**Default:** On the first day of each Contract Month Prudential will determine if a Covered Person's Insurance is in default. To do so, Prudential will determine the value of the Covered Person's Certificate Fund as of the previous Business Day and deduct from that amount the charges described under Section C. of the Coverage. If the resulting amount, less any Certificate Debt, is less than the amount needed to make the monthly deduction from the Certificate Fund, the Covered Person's Insurance is in default.

5

The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J. of the Coverage[, or if any specified Monthly Contribution are not paid for the Covered Person when due, as provided under Section B. of the Coverage.]

**Grace Period:** You will be granted a grace period equal to the greater of: (a) 61 days from the date the Insurance goes into default; or (b) 30 days from the date Prudential mails you a notice of default, to make the minimum premium contribution required to keep the Covered Person's Insurance in force. Prudential will continue to accept contributions and make the charges it has set during the grace period. If the Covered Person dies within the grace period, the death benefit payable will be reduced by the amount that would have been required to keep the Covered Person's Insurance in force to the end of the month in which death occurs. If the minimum contribution is not made by the end of the grace period, the Covered Person's Insurance will end without value.

6

**[Reinstatement:** If a Covered Person's Insurance is still in default after the grace period ends, it may be reinstated. To do so, these conditions must be met:

- (1) You must request reinstatement within three years from the end of the Grace Period.
- (2) The Insurance must not have been surrendered for its Cash Surrender Value.
- (3) You have given evidence of the Covered Person's insurability that satisfies Prudential.
- (4) The Cash Surrender Value must not have been used to buy paid-up insurance.
- (5) You must pay a contribution at least equal to (i) the amount, if any, needed to bring the Covered Person's Certificate Fund up to zero as of the date the Covered Person's Insurance went into default; plus (ii) the deductions from the Certificate Fund during the grace period following the date of default; plus (iii) an amount sufficient to make two months' deductions from the Certificate Fund. From this amount, the Expense Charges shown in the Specifications Page, plus any other charges, will be deducted.
- (6) The Group Contract has not ended.

If Prudential approves, the reinstatement will be effective on the first day of the month coinciding with or following the date on which the contribution described in (5) is paid.]

### C. THE CERTIFICATE FUND.

7

**Allocations:** For the first [20] days following the Effective Date of the Certificate, the Net Contributions, if any, for a Covered Person are allocated to [the Money Market Account.] Thereafter, you may allocate all or part of the Net Contributions for the Covered Person to one or more of the variable investment options of the Separate Account shown in the List of Investment Options or to the Fixed Account. Any allocation made by the [Employee] for the Covered Person must be at least [5%] of each Net Contribution and a fractional percent may not be chosen. The total must be 100%. You may change the Covered Person's allocation for future Net Contributions at any time while this Coverage is in force. You must notify Prudential on a form acceptable to it. The change will take effect at the end of the Business Day on which Prudential receives the notice, provided such notice is received in good order.

8

9

10

On the date on which a person becomes a Covered Person for this Coverage, the Certificate Fund is equal to the Net Contributions credited on that date, less any applicable charges in items (10)[, (11) and (12)] below. On any other date, the Certificate Fund is equal to what it was on the prior Business Day plus these items:

- (1) any Net Contribution credited on that day;
- (2) any increase due to investment results in the value of the variable investment options;
- (3) guaranteed interest at an effective rate of [4%] a year on that part of the Certificate Fund that is in the Fixed Account;
- (4) any excess interest on that part of the Certificate Fund that is in the Fixed Account; and
- (5) interest credited to any Loan Account as described in Section J. of the Coverage.

11

and less these items applicable as of that date:

- (6) any decrease due to investments results in the value of the variable investment options;
- (7) a charge against the variable investment options at a rate of [.00123%] a day ([0.45%] a year) for mortality and expense risk. Prudential may change that charge, but not to exceed .00245 % a day (0.90% a year);
- (8) A charge against the variable investment options for investment management fees and expenses;
- (9) any amount charged against the variable investment options for local, state or federal taxes;
- (10) a charge for the cost of insurance;

12

[(11)any charges for administration;

(12) charges for any additional insurance benefits;]

[(13)] any partial withdrawals;

13

[(14)any transaction charges that may result from a partial withdrawal, loan, additional statement request or transfer;]

[(15)] the amount of any interest on a loan that is not paid when due as described in Section J. of the Coverage.

**Guaranteed Interest:** Prudential will credit interest each day on that part of the Certificate Fund invested in the Fixed Account. The interest credited will be [.01074598 % a day (4% a year)].

**Excess Interest:** Prudential may credit interest in addition to the guaranteed interest on that part of the Certificate Fund that is allocated to the Fixed Account. The rate of any excess interest will be determined from time to time. Prudential may credit a different rate of excess interest to different parts of the Certificate Fund allocated to the Fixed Account.

**Charge for Cost of Insurance:** On the first day of each Contract Month, Prudential will deduct a charge for the cost of Insurance from the Certificate Fund. [This charge may also include the cost associated with additional provisions that may be part of the Variable Universal Life Coverage.] The amount deducted is computed as the applicable monthly rate times the Net Amount at Risk. The Net Amount at Risk is equal to the Insurance Amount less the Certificate Fund. The monthly rate is based on the Covered Person's age, rate class and other features of the Coverage. In no event will the monthly rate be higher than [200%] of the applicable amount under the 2001 Commissioners Standard Ordinary Mortality Table [80% Male / 20% Female] Composite Ultimate - Age Last Birthday).

14

15

41

**Charge for Administration:** On the first day of each Contract Month, Prudential may deduct a charge for administration. The amount of this charge, if any, is shown in the Specifications Page under Monthly Administration Charge.

**Deduction of Charges:** Any charges deducted from the Covered Person's Certificate Fund will be charged against the Fixed Account and against the variable investment options of the Separate Account on a proportional basis.

#### **D. SEPARATE ACCOUNT.**

This Coverage provides that certain values and payments will vary to reflect the investment results of the Separate Account.

**Separate Account:** The words "Separate Account" where they are used without qualification, mean The Prudential Variable Contract Account - GI-2 (VCA-GI-2). Prudential established VCA - GI-2 to support group contracts, such as this one, which participate in the Separate Account.

Prudential owns the assets of the Separate Account; it keeps them separate from the assets of its general account. Assets held in the Separate Account shall not be chargeable with liabilities arising out of any other business of Prudential. For this purpose, "assets" means only those amounts held in the Separate Account needed to satisfy Prudential's obligation pertaining to benefits attributable to the Separate Account. Assets held in each investment option of VCA-GI-2 shall not be chargeable with liabilities arising in connection with any other investment option of VCA-GI-2.

Prudential will keep assets in the Separate Account with a total market value at least equal to the amount of the liabilities relating to the benefits attributable to the Separate Account. Prudential will have sole control of the amount, if any, by which such value exceeds those liabilities. Prudential may, from time to time, transfer cash among the Separate Account, its other investment accounts and the investment options of VCA-GI-2 as, in its judgment, experience warrants. No such transfer will affect Prudential's liability under this Group Contract.

**Variable Investment Options:** The VCA-GI-2 variable investment options available to you are listed in the List of Investment Options. You allocate, using percentages, the Net Contributions for the Covered Person among the various options.

**The Funds:** The word Funds, where it is used without qualification, means [the portfolios of The Prudential Series Fund, Inc. and the other mutual fund portfolios in which the Separate Account invests. These other mutual fund portfolios are unaffiliated with Prudential. Each of The Prudential Series Fund, Inc. portfolios and the unaffiliated mutual fund portfolios are registered with the SEC under the Investment Company Act of 1940 as open-end diversified management investment companies. Each of The Prudential Series Fund, Inc. portfolios and the unaffiliated mutual fund portfolios correspond to each of the options in VCA-GI-2. The portfolios available to you are listed in the List of Investment Options.]

**Separate Account Investments:** Prudential uses assets of VCA-GI-2 to buy shares in the Funds. Each option of VCA-GI-2 is invested in a corresponding portfolio of a Fund. Income and realized and unrealized gains and losses from assets in each of these options are credited to, or charged against, that option. This is without regard to income, gains or losses in Prudential's other investment accounts.

Prudential will determine the value of the assets in each option of VCA-GI-2 on the Valuation Date for that option, as shown in the List of Investment Options. If that date is not a Business Day, Prudential will use the value of the assets as of the end of the last prior Business Day on which trading took place.

**Change In Investment Policy:** A portfolio of the Funds might make a material change in its investment policy. In that case, Prudential will send you a notice of the change. Within 61 days after receipt of the notice, or within 61 days after the effective date of the change, if later, you may transfer any amount from that portfolio to the Covered Person's Fixed Account or any other investment option available to you.

**Change of Fund:** A portfolio of the Funds might, in Prudential's judgment, become unsuitable for investment. This might happen because of a change in investment policy, a change in laws or regulations, because the shares are no longer available for investment, or at the discretion of Prudential. If that occurs, Prudential has the right to substitute another portfolio of the Funds or of an entirely different mutual fund. But Prudential would first seek any required regulator's consent.

## **E. FIXED ACCOUNT.**

**The Fixed Account:** You may choose to allocate all or part of the Covered Person's Net Contribution to the Fixed Account. Allocations to the Fixed Account become part of Prudential's General Account. Amounts allocated to the Fixed Account are credited with interest as described in Section C. under Guaranteed Interest and Excess Interest.

## **F. INVESTMENT MANAGER.**

Prudential is the investment manager with respect to the amounts held in the Separate Accounts. Prudential may, in its sole discretion, delegate to one or more of its direct or indirect wholly owned subsidiaries all or part of its authority as investment manager. No such delegation will in any way affect Prudential's liability for any acts or omissions in the management of the Separate Accounts.

## **G. TRANSFERS.**

You may transfer a Covered Person's amounts among investment options of the Separate Account available to you and into the Fixed Account [as often as twelve times during a Certificate Year without charge], unless the Insurance is in default. [The minimum amount that can be transferred is

18

19

7

\$100, or the entire value of the option if less. Transfer requests in percent terms may not be a fractional percent and must be at least 5%.] To make a transfer, you must notify Prudential on a form acceptable to it. The transfer will take effect on the Valuation Date on which Prudential receives the notice. No transfer may be made within the first [30] days following the Effective Date of the Certificate.

You may also transfer a Covered Person's amounts from the Fixed Account into the variable investment options at any time during the year, subject to the following limitations:

20

(1) Only [one transfer from the Fixed Account] can be made each Certificate Year;

21

(2) The maximum amount that can be transferred is [the greater of \$5,000 or 25% of the amount in the Fixed Account].

22

[Prudential reserves the right to deduct from the Covered Person's Certificate Fund, on a pro-rata basis, a transaction charge of up to \$20.00 for each transfer request exceeding twelve in any Certificate Year.]

**Delayed Transfers:** Prudential usually transfers the Covered Person's amounts on the date it receives the [Employee's] request. But Prudential has the right to defer making a transfer if (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency; or (3) there occurs a system failure or power outage.

## H. FULL SURRENDER.

You may surrender the Covered Person's Insurance for its Cash Surrender Value at any time. To surrender the Covered Person's Insurance, you must ask Prudential on a form acceptable to Prudential. You may ask Prudential what the Cash Surrender Value of the Covered Person's Certificate Fund is prior to electing to surrender. Prudential will pay the Cash Surrender Value calculated as of the Valuation Date on which Prudential receives your request. The proceeds will be paid to you in a lump sum.

23

[The transaction charge for a full surrender may be up to the lesser of (a) \$20, or (b) 2% of the amount paid upon surrender.]

**Delayed Surrender:** Prudential usually pays any Cash Surrender Value within 7 days of the date it receives your request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency; or (3) there occurs a system failure or a power outage. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.

## I. PARTIAL WITHDRAWALS.

You may make partial withdrawals from the Covered Person's Certificate Fund. Any partial withdrawals are subject to all of these terms:

(1) The Insurance must be in force and not in default.

(2) You must ask for the partial withdrawal on a form acceptable to Prudential.

24 (3) The maximum amount of any partial withdrawal is the amount that would reduce the Covered Person's Certificate Fund (less any Certificate Debt and any outstanding charges) to the amount needed to make [the next monthly deductions from the Certificate Fund].

25 (4) The amount withdrawn must be at least [\$200].

(5) The amount withdrawn will be taken from the Covered Person's Certificate Fund accounts on a pro-rata basis, unless you select specific accounts.

23 [Prudential reserves the right to deduct from the amount withdrawn from the Covered Person's Certificate Fund a transaction charge, up to the lesser of (a) \$20.00 or (b) 2% of the amount withdrawn, with respect to each partial withdrawal.]

**Delayed Withdrawals:** Prudential will usually pay any partial withdrawals within seven days of the date it receives the request. But Prudential has the right to defer paying the portion of the proceeds that is to come from the Covered Person's variable investment options if : (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency; or (3) there occurs a system failure or a power outage. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.

An amount withdrawn may not be repaid except as a contribution subject to charges.

## J. LOANS.

You may make a request to borrow from a Covered Person's Certificate Fund.

**Loan Requirements:** Loans are subject to these terms:

(1) The Covered Person's Insurance must be in force and not in default.

(2) The Covered Person's Certificate Debt must not be more than the Loan Value.

25 (3) The amount borrowed from the Covered Person's Certificate Fund at any one time must be at least [\$200].

(4) The amount borrowed will be taken from the Covered Person's Certificate Fund on a pro-rata basis, unless you select specific accounts.

If there is already Certificate Debt when you take out the loan, the new amount borrowed will be added to that debt.

26 **Maximum Loan Value:** The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by [90%] and subtracting any existing loan with accrued interest, any outstanding charges and the amount needed to make [the next monthly deductions from the Certificate Fund].

24

**Interest Charge:** Interest charged on any loan will accrue daily at an annual rate determined each year by Prudential. Interest payments on any loan are due on each Contract Anniversary, or when the loan or any part of it is paid back, if that comes first. If interest is not paid when due, it will be added to the principal amount of the loan. Then interest is charged on it, too. Prudential will notify the [Employee 31] days before the interest on the loan becomes due.

27

28

The loan interest rate is the annual rate Prudential sets from time to time. The rate will never be greater than that permitted by law. It will change [only on a Contract Anniversary.] Before the start of each Contract Year, Prudential will determine the loan interest rate to be charged for that year.

When you take out a loan, Prudential will tell you the initial interest rate for the loan. Prudential will notify you if the rate is to be changed.

**Effect of a Loan:** A Loan Account that is part of a Covered Person's Certificate Fund will be set up when you take out a loan. The amount of the loan taken will be credited to the Covered Person's Loan Account.

29

Prudential will credit interest to the Covered Person's Loan Account at the loan interest rate for the Contract Year, less [2 %]. On each Contract Anniversary, if there is a loan outstanding, interest credited to the Loan Account will be allocated to the variable investment options and the Fixed Account based on your then current Net Contribution allocations for the Covered Person.

5

**Repayment:** You may pay back all or part of any Certificate Debt at any time. If you choose to make repayment by partial withdrawal from the Covered Person's Certificate Fund, the provisions of Section I. of the Coverage will apply. Repayment will be allocated among the Covered Person's Fixed Account and the variable investment options, based on your then current Net Contribution allocations[, unless you select specific accounts.] While a loan is outstanding, any payment should be designated as a contribution or a loan repayment. If that designation is not made, it will be treated as a loan repayment.

Should a death benefit become payable while a loan is outstanding, or should the Covered Person's Insurance be surrendered while a loan is outstanding, or should the Covered Person's Insurance lapse, any proceeds otherwise payable will be reduced to reflect the amount of the loan and any accrued interest.

24

**Excess Certificate Debt:** If Certificate Debt ever becomes equal to or more than the Certificate Fund value minus an amount equal to that needed to make [the next month's deductions], the Insurance is in default. Prudential will send you a notice at your last known address stating the minimum contribution that, if paid to Prudential, will keep this coverage from ending. The Covered Person's Insurance under this Coverage will end at the end of the grace period described in Section B. if the minimum contribution is not made.

**Delayed Loans:** Prudential usually makes a loan within seven days of the date it receives your request. But Prudential has the right to defer making the portion of the loan that is to come from the Covered Person's variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency; or (3) there occurs a system failure or a power outage. Prudential also has the right to defer paying the portion of the proceeds of a loan that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the Fixed Account rate.

23

[Prudential reserves the right to withdraw from the Covered Person's Certificate Fund a transaction charge of up to \$20.00 with respect to each loan made.]

## **[K. EXTENSION OF COVERAGE AND WAIVER OF COST OF INSURANCE CHARGES DURING TOTAL DISABILITY.]**

If you meet the conditions below:

- (1) The Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Variable Universal Life Coverage, will be extended while you are Totally Disabled.
- (2) From the date Prudential first receives written proof as described below, the monthly Charge for Cost of Insurance will be waived while the Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Variable Universal Life Coverage, is being extended.

The conditions are:

- You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage and are not retired.
- You are less than age 60 when your Total Disability starts.

30a

**Total Disability:** You are "Totally Disabled" when:

- (1) You are not working at any job for wage or profit; and
- (2) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job for which you are reasonably fitted by your education, training or experience.

The extension ends one year after your Total Disability started, unless, within that year, you give Prudential written proof that:

- (1) You have met the above conditions; and
- (2) You are still Totally Disabled; and
- (3) Your Total Disability has continued for at least nine months.

30b

Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start on the date Prudential receives this proof. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.

If you or your dependent dies while the Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Variable Universal Life Coverage, is being extended, the death benefit will include the amount of that extension when Prudential receives written proof that:

- (1) Your Total Disability continued until that person's death; and
- (2) All of the above conditions have been met.

If you or your dependent spouse dies within one year after your Total Disability started and before you give Prudential proof of Total Disability, written notice of your or your dependent's death must be given to Prudential within one year after the death.

This extension ends if and when:

- 30c
- (1) Your Total Disability ends or you reach age 65; or
  - (2) You fail to furnish any required proof that your Total Disability continues; or
  - (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.

If this extension ends after you have given the first proof of continued Total Disability, the same rights and benefits under Sections A and M apply as if it was Face Amount of Insurance under the Variable Universal Life Coverage which ended at this time. But this does not apply if you become insured again for the Face Amount of Insurance within 31 days after this extension ends.

The amount of a person's Face Amount of Insurance that may be extended is the amount of the person's Face Amount of Insurance on the day Total Disability began, subject to the provisions of the Schedule of Benefits. But the amount is reduced by any amount payable under any Prudential group life insurance that replaces the Variable Universal Life Coverage for a class of Employees.

**Effect of Conversion:** An individual contract issued under Section M will be in place of all rights under this Section F.]

### [L.]PAID-UP INSURANCE.

You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance, if the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000. You must make the election on a form acceptable to Prudential.

The election will take effect at the end of the first Business Day on which Prudential receives the form.

- 1
- This option will apply automatically if: (a) a Covered Person's Insurance ends (for reasons other than default); or (b) extended death protection ends (and the person does not again become covered during the next 31 days) as provided in Section K; and (c) the Cash Surrender Value of the Covered Person's Certificate Fund is at least \$1,000 and you do not choose any of the options available upon termination of the person's Coverage within 61 days after Coverage ends.

The amount of paid-up insurance under this option is the amount which the Covered Person's current Cash Surrender Value will provide when used as a net single premium, but it may not be more than the Covered Person's death benefit. The maximum premium will be based on the 2001 Commissioners' Standard Ordinary Mortality Table [80% Male / 20% Female] Composite Ultimate – Age Last Birthday at 4%. It will be determined by your attained age.

- 41
- 31
- 32
- [All of a person's] paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the Covered Person's attained age for the amount of Insurance, using the same basis which determined that amount. [Partial surrenders of a person's paid-up insurance are not permitted.] Prudential may defer a surrender for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the rate of [3%] a

23

year. [If a Covered Person's paid-up insurance is surrendered for its cash value, Prudential may make a charge, up to the lesser of: (a) 2% of the cash value of the surrender; and (b) \$20.00.]

5 [Premium Refunds: Prudential will determine that part of the premium refund, if any, derived from the Covered Person's paid-up insurance. That part will be applied to increase the Covered Person's paid-up insurance. That part will not be considered in determining the disposition or effect of premium refunds under any other provisions of the Group Contract.]

**Change in Beneficiary:** If you purchase paid-up insurance and you make a Beneficiary change the Beneficiary change form must be filed with Prudential.

### [M.] CONVERSION PRIVILEGE.

If a [person's] Face Amount of Insurance under the Variable Universal Life Coverage ends for [one of the reasons] stated below, [the person] may convert to an individual life insurance contract. Evidence of insurability is not required. The reason[s] are:

- 33 (1) Your employment ends, you transfer out of a Covered Class, or your amount of insurance is reduced by reason of age, retirement, the end of your membership in a Covered Class, or an amendment to the Group Contract that changes the benefits for your class;
- (2) With respect to a dependent, that dependent is no longer a Qualified Dependent;
- (3) All Face Amount of Insurance that applies to the person under the Group Contract for the Employee's class ends by amendment or otherwise. [But, on the date it ends the person must have been insured for five years for that insurance (or for that insurance and any other Prudential rider or group contract replaced by that insurance).]

5

Any such conversion[s are] subject to the rest of this Section [M].

**Availability:** [A person] must apply for the individual contract and pay the first premium by [the later of:

- 34 (1) the thirty-first day after the person's Face Amount of Insurance ends; and
- (2) the fifteenth day after the person has been given written notice of the conversion privilege. But, in no event may insurance be converted to an individual contract if the person does not apply for the individual contract and pay the first premium prior to the ninety-second day after the person's Face Amount of Insurance ends.]

**Individual Contract Rules:** The individual contract must conform to the following:

**Amount:** [If your employment ends, you transfer out of a Covered Class or with respect to a dependent who is no longer a Qualified Dependent, not more than:

- 35 (1) the total amount of the person's insurance under this Universal Life Coverage (face amount of insurance plus fund) just before the face amount of insurance ends; minus
- (2) the amount of the person's fund needed to cancel any loan due; minus
- (3) any amount of the person's paid-up insurance under the Universal Life Coverage purchased by using the person's fund just after the face amount of insurance ends].

1

[But, if a person converts when extended death protection ends, the amount of that protection applies in place of the Face Amount of Insurance in (1) above.

Or, if] the Face Amount of Insurance ends because all Face Amount of Insurance of the Group Contract for your class ends, the total amount of individual insurance which [you or your dependent spouse] may get in place of all life insurance then ending for [you or your dependent spouse] under the Group Contract will not exceed the [lesser of the following:

(1) The] total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's Certificate Fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which you are or become eligible within the next [31] days.

36

[(2) \$10,000.]

37

**Death During Conversion Period:** The amount you had a right to convert to an individual contract is included in the death benefit if the person dies:

- (1) Within 31 days after the person's Face Amount of Insurance ends; and
- (2) While the person has the right to convert the Face Amount of Insurance to an individual contract.

1

It is included even if the person did not apply for conversion. [But it is reduced by the amount of any extended death benefit protection which applies.]

**Form:** Any form of a life insurance contract that:

- (1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and
- (2) is one that Prudential usually issues at the age and amount applied for.

38

[This does not include term insurance or a contract with disability or supplementary benefits.]

**Premium:** Based on Prudential's rate as it applies to the form and amount, and to the person's class of risk (other than gender) and age at the time.

**Effective Date:** The end of the 31 day period after which the person ceases to be insured for the Face Amount of Insurance.

## [N.] GENERAL PROVISIONS.

5

**[Suicide:** If a Covered Person, whether sane or insane, dies because of suicide, the death benefit under the Variable Universal Life Coverage may be limited. If death because of suicide occurs:

- (1) within two years from the date a person became a Covered Person, it is limited to:
  - (a) the sum of the contributions paid, minus
  - (b) any loans and the interest charged to it; minus
  - (c) any amounts which have been withdrawn from that person's Certificate Fund.

- (2) within two years from the date of any increase in that person's Face Amount of Insurance, the part of the death benefit that would be on account of that increase is limited to the sum of the contributions paid for that increase.
- (3) within two years from the date the person's Variable Universal Life Coverage is reinstated, it is limited to:
  - (a) the sum of the contributions paid since the date of the reinstatement; minus
  - (b) any loan and the interest charged to it; minus
  - (c) any amounts which have been withdrawn from that person's Certificate Fund.]

39

**Annual Report:** Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within three months after the end of each [Contract Year.] You may request a report at other times, subject to a fee of [\$20.00] for its cost.

40

**Payment of Death Claim:** If Prudential pays a death claim in a lump sum, it will usually pay the proceeds within seven days of the date it receives written proof of loss. But Prudential has the right to defer paying any part of the death benefit that is to come from the variable investment options if: (1) the New York Stock Exchange is closed; or (2) the SEC requires that trading be restricted or declares an emergency; or (3) there occurs a system failure or a power outage. Prudential also has the right to defer paying the portion of the proceeds that is to come from the Fixed Account for up to six months. If Prudential does so for more than 30 days, it will pay interest on that portion at the current Fixed Account rate.

**Beneficiary; Mode of Settlement:** Any death benefit under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.

---

**The Prudential Insurance Company of America**  
**Explanation of Variable Language for**  
**89759 VUL R 1030**

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

**Illustrative material** consists of any entries such as numbers, addresses, amounts, times and ages which may be varied.

Within the illustrative material, the term "you", "person", "Employee" or "Dependent" may be replaced by the term "participant", "member" or other appropriate term describing a member of the group insured.

References to additional provisions (e.g. Option to Accelerate Payment Death Benefits, Additional Provisions for Accidental Death and Dismemberment Coverage, Accidental Motor Vehicle Death Coverage (seat belt benefit) and Dependents Term Life Coverage) will either be included or omitted according to the facts of the plan design.

This form currently reflects the language used when employee and dependent spouse coverage for Variable Universal Life Coverage are included in the same certificate. The form may be changed to provide:

- employee-only coverage when there is no spouse or adult child coverage, or when spouse or adult child coverage is not in the same certificate; or
- spouse-only coverage when spouse coverage is in a separate certificate; or
- adult child-only coverage when adult child coverage is in a separate certificate.

The term "spouse" may be replaced by the term "spouse or domestic partner".

The bracketed references will be appropriately modified to reflect grammatical form.

**Specific variable material** is noted by margin notes. Specific variable material will be changed only as indicated in the marginal note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

**Marginal Notes**

1. This item will be included as shown when the Variable Universal Life Coverage includes the Extension of Coverage and Waiver of Cost of Insurance Charges during Total Disability feature. Otherwise, it will be omitted.

2. This item will be included as shown when a certificate is subject to the Guideline Premium Test. When a certificate is subject to the Cash Value Accumulation Test, this item will be modified to replace (2) with the following:
  - (2) the Certificate Fund divided by the net single premium per \$1 at the person's attained age on that date. This premium will be based on the 2001 Commissioners Standard Ordinary Table, 80% Male / 20% Female Composite Ultimate - Age Last Birthday, at the interest rates as described in Section 7702 of the Internal Revenue Code of 1986, as amended.
3. This item will be included as shown or replaced by "Schedule of Benefits".
4. Reference to "Initial" in the phrase "Initial Monthly Contribution" will be included as shown or omitted.
5. This item will be included as shown or omitted.
6. This will be included as shown or modified to show a time period between three and five years.
7. This item will be included as shown or modified to show a different number of days. That number will never be less than the "free look" period plus ten days.
8. This item will be included as shown or modified to refer to the Fixed Account.
9. This item will be included as shown or modified to be any non-fractional percent of 100.
10. This item will be included as shown or (11) will be omitted if no administration charge applies and (12) will be omitted if no charges for additional insurance benefits apply.
11. This item will be included as shown or modified to show a higher percent, as determined by Prudential's Board of Directors and declared from time to time. In no event will it be less than 4% per year.
12. This item will be included as shown or modified to show a different charge. In no event will that charge exceed .00245% a day (0.90% per year).
13. This item will be included as shown, modified to omit any transaction charge that does not apply or omitted if no transaction charges apply.
14. This item will be included as shown or omitted if no additional provisions apply.
15. This item will be included as shown or modified to show a different percent. In no event will the percent shown in this item be greater than 200%.

16. This item will be included as shown or modified to reflect the status of Prudential's Separate Accounts.
17. This number was not used.
18. This item will be included as shown, omitted or modified to show a greater number of transfers permitted without charge.
19. This item will be included as shown, omitted or modified to omit the first sentence of the item or to increase the minimum dollar amount to a different amount up to \$500.
20. This item will be included as shown or modified to show a number greater than one. The account will either be the Fixed Account or the Money Market Account.
21. This item will be included as shown or modified to show a lower amount.
22. This item will be included as shown, omitted or modified to show a greater number of transfers permitted without charge or to increase or lower the charge.
23. This item will be included as shown, omitted or modified to show the actual charge which will not exceed the maximum shown.
24. This item will be included as shown or modified to refer to two monthly deductions.
25. This item will be included as shown or changed to show a figure between \$100 and \$500.
26. This item will be included as shown or modified to show any percent between 75 and 100.
27. This item will be included as shown or modified to show a number of days not less than 31.
28. This item will be included as shown or modified to refer to an Employer's Inclusion Date or any other day that occurs once a year.
29. This item will be included as shown or may be modified to show a percent less than 2%, but never zero.
30. This section may be omitted. References to additional provisions may be included as shown or omitted. If included, it will be included as shown or changed as described below.
  - a. The reference to age 60 may be replaced by any age greater than 60.

- b. The reference to nine months may be replaced by six, seven or eight months.
  - c. The reference to the extension ending at age 65 may be omitted or modified to show an age greater than 65.
31. This item will be included as shown or modified to provide that all or part of a person's paid-up insurance may be surrendered.
  32. This item will be included as shown or omitted if partial surrenders are permitted.
  33. This item will be included as shown or modified to omit (1) and (2) when the Continued Coverage feature is part of the employer's plan.
  34. This time period may be revised, but it will never be less than required by state law.
  35. This item will be included as shown or will be omitted when the Continued Coverage feature is part of the employer's plan.
  36. This item will be included as shown or modified to show a number greater than 31
  37. This amount may be increased or decreased, as permitted by state law.
  38. This item will be included as shown or modified to provide information about the types of converted coverage contracts available.
  39. This item will be included as shown or modified to read "Calendar Year".
  40. This item will be included as shown or modified to show an amount not to exceed \$20.
  41. For plans rated on a unisex basis, the percentage Male will never exceed 80%.

# When Insurance Ends

## [EMPLOYEE AND DEPENDENTS] INSURANCE

1 Your [Employee Insurance or your Dependents Insurance] under the Variable Universal Life Coverage [and any of the additional provisions that may be a part of the Variable Universal Life Coverage under the Group Contract] will end [on the first of these to occur:

- 2
- 3
- (1)] The date the Group Contract ends.
  - [(2) The date the Employee's Employer ceases to be an Included Employer.
  - (3) The last day of the month in which Prudential receives notice that the Employee ceases to be in the Covered Classes for the insurance because the Employee's employment ends (see below) or for any other reason.
  - (4) The last day of the month in which Prudential receives notice that the Employee's class has been removed from the Covered Classes for the insurance.
  - (5) The last day of the month in which you fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the monthly contribution required to provide the person's Variable Universal Life Coverage during the grace period. But failure to pay for Dependents Insurance will not cause your Employee Insurance to end.
  - (6) With respect to an Employee's spouse who is insured for Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, the last day of the month in which that spouse's Coverage ends as a result of your death or divorce.

Dependents Insurance for a Qualified Dependent under the Additional Provisions for Dependents Term Life Coverage will end on the last day of the month in which that dependent ceases to be a Qualified Dependent for those provisions.]

4 **[Continued Coverage for an Incapacitated Child:** This applies only to the Dependents Insurance you have for a Qualified Dependent child under the Additional Provisions for Dependents Term Life Coverage. The insurance for the child will not end on the date the age limit in the definition of Qualified Dependent is reached if both of these are true:

- (1) The child is then mentally or physically incapable of earning a living. Prudential must receive proof of this within the next 31 days.
- (2) The child otherwise meets the definition of Qualified Dependent.

If these conditions are met, the age limit will not cause the child to stop being a Qualified Dependent under that Coverage. This will apply as long as the child remains so incapacitated.]

5 **[Paid-up Insurance:** If a person's Certificate Fund has been used to provide paid-up insurance, as described in the Paid-up Insurance Section of the Variable Universal Life Coverage, the paid-up insurance will not end when a person's insurance ends under other rules of the Group Contract. Unless surrendered, it will continue until the person's death.]

6

**[End of Employment:** For insurance purposes, the Employee's employment will end when the Employee is no longer a full-time Employee actively at work for the Included Employer. But, the Included Employer may consider the Employee as still employed in the Covered Classes during certain types of absences from full-time work. The Included Employer decides which Employees with those types of absences are to be considered employed, and for how long. In doing so, the Included Employer must not discriminate among persons in like situations.

For the purpose of the Employee's life insurance under the Group Contract, the Employee's employment in the Covered Classes will not be considered to end while the Employee: (1) is absent from work for the Included Employer on account of the Employee's disability; and (2) has been so absent for less than six months; and (3) is not working at any other job for wage or profit.

If an Employee stops active full-time work for any reason, the Employee should contact the Included Employer at once to see what arrangements, if any, have been made to continue your insurance during such absences.]

7

**[Continued Coverage Under the Group Contract for Employees and their Dependent Spouses:** If a person's Face Amount of Insurance under the Variable Universal Life Coverage and any of the additional provisions made a part of the Variable Universal Life Coverage would, but for these provisions, end because:

- (1) the Employee ceases to be in the Covered Classes for the insurance; or
- (2) the Employee's class has been removed from the Covered Classes for the insurance; or
- (3) the Employee's employer is no longer an Included Employer; or
- (4) with respect to a person who is a dependent spouse, the Employee dies or is divorced from that spouse;

the person's Variable Universal Life Coverage and any of the additional provisions made a part of the Variable Universal Life Coverage will be continued beyond the date it would have ended above.

But, this will not apply if the person's Variable Universal Life Coverage under the Group Contract ends because the Employee's employer is no longer an Included Employer and, within 31 days, the person becomes eligible through the Employee's employer for group life insurance coverage, issued by another carrier, that provides for the accumulation of cash value.

**Rules:** The Variable Universal Life Coverage and any additional provisions that may be a part of the Variable Universal Life Coverage will be continued, subject to the following rules.

**Effective Date:** The effective date is the first day of the month after Prudential receives notice that the person's Variable Universal Life Coverage, including any of the additional provisions that may be a part of the Variable Universal Life Coverage, under the Group Contract would have ended.

**Contributions:** The amount of the contributions required to keep the insurance in force will be different than the amount you have been contributing. Contributions will be payable directly to Prudential.

**Increases in Face Amount of Insurance:** On each Contract Anniversary, you may request an increase in the Face Amount of Insurance for a person less than age 65 provided:

- (1) the person is less than age 65; and
- (2) the amount of the requested increase is \$25,000 or more; and

(3) the person gives evidence of insurability satisfactory to Prudential.

The Face Amount of Insurance for the person will be increased when Prudential decides the evidence is satisfactory.

Amount Limitation: The Amount Limitation shown in the Schedule of Benefits is replaced by the Amount Limitation shown below.

**Amount Limitation:** When a person attains the Limiting Age (shown below), the person's Face Amount of Insurance is limited. It is the greater of: (a) five times the person's Certificate Fund on the Business Day coinciding with or next following attainment of the Limiting Age; and (b) \$50,000. But in no event will a person's Face Amount of Insurance exceed the person's Face Amount of Insurance on the day prior to attainment of the Limiting Age, nor will it be less than the least amount needed to keep the Coverage within the definition of life insurance under the Internal Revenue Code or successor law without reducing the fund.

**Limiting Age:** The later of: (a) the person's age at retirement from active, full-time work with the included employer; and (b) the tenth anniversary of the day on which the person became insured for the Variable Universal Life Coverage under the Group Contract.

The Delay of Effective Date section does not apply to this provision.

End of Continued Coverage: Insurance under the Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage will end when the first of these occurs:

- (1) The Group Contract ends.
- (2) You fail to pay, when due any contribution that is required to keep the person's insurance in force. If the person's insurance is in default, you fail to pay the monthly contribution required to provide the person's Variable Universal Life Coverage during the grace period. But failure to pay for Dependents Insurance will not cause your Employee Insurance to end.
- (3) The Certificate Fund that applies to the person has been used to buy paid-up insurance.

Your Dependents Insurance for a Qualified Dependent under the Additional Provisions for Dependents Term Life Coverage will end on the last day of the month in which that dependent ceases to be a Qualified Dependent for those provisions.]

8

**[Continued Coverage under the Group Contract for a Child Who Reaches the Age Limit:** A child of an Employee or an Employee's spouse has the right to enroll for Variable Universal Life Coverage under the Group Contract if the child:

- (1) reaches the age limit in the definition of Qualified Dependent while insured as your Qualified Dependent under the Additional Provisions for Dependents Term Life Coverage of the Group Contract; and
- (2) has not converted your insurance on that child under the Additional Provisions for Dependents Term Life Coverage of the Group Contract to an individual life insurance contract; and
- (3) is not covered as an Employee of the Included Employer, or is not the spouse of an Employee of the Included Employer, under the Universal Life Coverage of the Group Contract.

For the purpose of the Group Contract, a child who has this right is called an Adult Child.

Any such right is subject to the following rules.

**Rules:** These rules apply.

**Availability:** The Adult Child must enroll for the Variable Universal Life Coverage on a form approved by Prudential and pay the first premium within 31 days after the Additional Provisions for Dependents Term Life Coverage for that child ends. Evidence of insurability will not be required.

**Face Amount of Insurance:** The Adult Child may elect a Face Amount of Insurance equal to \$10,000, or a multiple of \$10,000, up to \$50,000. But, in no event can that Face Amount of Insurance be more than five times the amount of insurance on that child under the Additional Provisions for Dependents Term Life Coverage on the date the Additional Provisions for Dependents Term Life Coverage for that child ends.

**Contributions:** Contributions will be payable directly to Prudential.

**Certificate:** Prudential will issue a Certificate to the Adult Child.]

9

**[Attainment of Age 120:** When a Covered Person attains age 120, the person's death benefit will be equal to the Certificate Fund, less any Certificate Debt outstanding and any past due monthly charges. The Face Amount of Insurance ends, the monthly Expense Charges for the Cost of Insurance will no longer be required and Prudential will no longer accept contributions.

Any additional provisions that may have been a part of the Variable Universal Life Coverage will end.]

---

**The Prudential Insurance Company of America**  
**Explanation of Variable Language for**  
**89759 CTE 1020**

There are two types of variable material set forth in brackets within this form. These types are:

1. Illustrative material; and
2. Specific variable material.

**Illustrative material** consists of any entries such as numbers, amounts, times and ages which may be varied.

Within the illustrative material, the term "you", "person", "Employee" or "Dependent" may be replaced by the term "participant", "member" or other appropriate term describing a member of the group insured.

Universal Life Coverage may be issued with or without dependent spouse or adult child coverage. This form currently reflects the language used when employee and dependent spouse coverage is included in the same certificate. The form may be changed to provide:

- employee-only coverage when there is no spouse or adult child coverage, or when spouse or adult child coverage is not in the same certificate; or
- spouse-only coverage when spouse coverage is in a separate certificate; or
- adult child-only coverage when adult child coverage is in a separate certificate.

References to additional provisions (e.g. Option to Accelerate Payment Death Benefits, Additional Provisions for Accidental Death and Dismemberment Coverage, Accidental Motor Vehicle Death Coverage (seat belt benefit) and Dependents Term Life Coverage) will either be included or omitted according to the facts of the plan design.

The term "spouse" may be replaced by the term "spouse or domestic partner".

The bracketed references will be appropriately modified to reflect grammatical form.

**Specific variable material** is noted by margin notes. Specific variable material will be changed only as indicated in the marginal note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

**Marginal Notes**

1. This item will be included as shown or modified to omit the reference to additional provisions if none apply under the employer's plan.
2. This item will be included as shown, omitted or modified to include a different time period (e.g., the first day of the month following...).

3. This item will be included as shown or modified to omit any of the reasons that would cause insurance to end.
4. This item may be omitted in whole or in part, made applicable to life or accident coverage, or revised as applicable to the Included Employer's' plan. But this item will be included when it is required by state law.
5. This item will be included as shown or omitted.
6. This item will be included as shown, omitted or modified to describe in full the types of absences and time limits that apply.
7. This item will be included as shown or modified to reflect the continuation provisions under the employer's plan. For example, it may be changed in one of the following ways:
  - a. The "Increases in Face Amount of Insurance" may be omitted or may be changed to show conditions where an Employee can increase their amount of insurance.
  - b. The "Amount Limitation" may be omitted or may be changed to increase or lower the amount or the Limiting Age, to change the date on which the Amount Limitation takes effect, or to omit the reference to Delay of Effective Date.
8. This item may be included as shown or omitted if not applicable under the employer's plan.
9. This item will be included as shown or modified to show a lower age between 95 and 119 or to omit the reference to additional provisions.

SERFF Tracking Number: PRUX-125567378 State: Arkansas  
Filing Company: The Prudential Insurance Company of America State Tracking Number: 38497  
Company Tracking Number: ULAR0176001F01  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: PF: 2001 CSO Mortality Table Filing  
Project Name/Number: PF: 2001 CSO Mortality Table Filing/

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUX-125567378 State: Arkansas  
 Filing Company: The Prudential Insurance Company of America State Tracking Number: 38497  
 Company Tracking Number: ULAR0176001F01  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: PF: 2001 CSO Mortality Table Filing  
 Project Name/Number: PF: 2001 CSO Mortality Table Filing/

## Supporting Document Schedules

**Review Status:**

**Bypassed -Name:** Application 03/21/2008  
**Bypass Reason:** Not applicable to this filing.  
**Comments:**

**Review Status:**

**Satisfied -Name:** Cover Letter 03/21/2008  
**Comments:**  
**Attachment:**  
 Cover Letter.PDF

**Review Status:**

**Satisfied -Name:** GUL Actuarial Memo, GVUL Actuarial Memo 03/21/2008  
**Comments:**  
**Attachments:**  
 GUL Actuarial Memo.PDF  
 GVUL Actuarial Memo.PDF

**Review Status:**

**Satisfied -Name:** Certification/Notice 03/21/2008  
**Comments:**  
 Included in the cover letter.



# Prudential

**Patricia A. Lloyd**  
Assistant Secretary

**The Prudential Insurance Company of America**  
80 Livingston Avenue, Roseland, NJ 07068  
Tel 973-548-6479 Fax 973-548-6480  
pat.lloyd@prudential.com

March 21, 2008

Insurance Commissioner Julie Benafield Bowman  
Compliance - Life and Health  
Arkansas Department of Insurance  
1200 West Third Street  
Little Rock, AR 72201-1904

**RE:** 96945 CTA 1007, et al, filing for 2001 CSO Mortality Table compliance

Dear Commissioner Benafield Bowman:

We submit, for filing, the group universal life and group variable universal life insurance forms listed below. These are new forms and are not intended to replace any previously filed forms. The variable material in these forms has been indicated by brackets and is subject to change as described in the applicable Explanation of Variable Language.

<b><u>Form Number</u></b>	<b><u>Description</u></b>
96945 CTA 1007	Table of Net Single Premiums
96945 CMR 1005	Table of Maximum Rates
96945 UL R 1043	Universal Life Coverage
96945 UL R 1044	Universal Life Coverage
96945 CTE 1045	When Insurance Ends
89759 CTA 1005	Table of Net Single Premiums
89759 CMR 1005	Table of Maximum Rates
89759 VUL R 1030	Variable Universal Life Coverage
89759 CTE 1020	When Insurance Ends

**Description of Filing.** These forms will be used with our programs of group universal life and group variable universal life insurance that we issue on our 96945 and 89759 series of forms, respectively. The master contracts are issued in Delaware but may cover residents of all states. The contract holder is the trustee of the trust, which trustee is an institution authorized by the State of Delaware to act in such a capacity.

The forms of the 96945 and 89759 series were approved by the Department on March 25, 1997, for use with a multiple employer trust, and for single employer groups on January 30, 1998.

We are filing these forms in order to implement use of the 2001 Commissioners Standard Ordinary (CSO) Mortality Table in certificates to be issued effective January 1, 2009, and later. These forms are identical to previously approved forms, except:

1. we have replaced all direct references to the 1980 CSO table with references to the new 2001 table;
2. we have updated related, implied references to the table, such as age 120 being the maximum possible attained age for which the 2001 CSO provides;
3. we have incorporated the wording of previously approved modification forms GRP 99461-1 (approved March 16, 2000), and GRP 99933 (approved January 30, 2001).

**Intended Use.** These forms will be used with our 96945 and 89759 series of forms and any other appropriate group insurance forms on file with the Department.

**Effective Date.** We wish to place the forms in use effective January 1, 2009. The actual effective date of these forms will vary according to each client's needs.

**Certification.** We certify that, in our judgment, the forms in this submission are in compliance with Rule 19 (Unfair Sex Discrimination in the Sale of Insurance), Rule 49 (Life and Health Insurance Guaranty Association Notices), A.C.A. 23-79-138 and Bulletin 11-88 (Policy Information Requirements), and all applicable requirements of the Department.

**Readability Certification.** We certify that, in our judgment, the forms in this submission comply with the requirements of A.C.A. 23-80-201 through 23-80-208, cited as the Life and Accident and Health Insurance Policy Language Simplification Act. These forms have been scored separately for the Flesch reading ease test using the computer service to which we subscribe. The test was applied to the entire contract form and the score for each form is shown below.

Form Number	Flesch Score
96945 CTA 1007	*
96945 CMR 1005	*
96945 UL R 1043	55.1
96945 UL R 1044	58.0
96945 CTE 1045	58.9
89759 CTA 1005	*
89759 CMR 1005	*
89759 VUL R 1030	55.3
89759 CTE 1020	53.8

\*These forms are tables, which are exempt from scoring.

**Actuarial Memorandum.** We have enclosed Actuarial Memoranda for these Forms.

**Filing Fee.** The filing fee of \$180.00 is being sent through Electronic Fund Transfer. Please note that retaliatory filing fees are not applicable because our Home State, New Jersey, does not charge filing fees.

If there are any questions regarding this filing, please feel free to call Laura Edcus at 973-548-5372 or me at 973-548-6479.

Sincerely,

*Patricia A. Lloyd*

Patricia A. Lloyd  
Assistant Secretary

**The Prudential Insurance Company of America**  
**Arkansas Actuarial Memorandum**  
**Group Universal Life Insurance**

Description of Benefits:

Group Universal Life is designed for use in group-sponsored insurance programs to provide an asset-based permanent plan of group life insurance. The plan participant pays all premium contributions. The plan provides life insurance protection with flexible premium payments and the ability to accumulate funds on a tax-deferred basis.

A GUL plan of life insurance will provide a variable death benefit. The death benefit will generally be that of the Face Amount plus the value of a participant's cash accumulation fund, subject to a minimum death benefit as required by federal law.

Plan participant premiums are flexible. A charge for taxes and a processing fee are made against each premium payment. The charge for taxes consists of a charge for applicable federal (DAC) tax plus a charge for state and local premium taxes. For certain large cases, the state and local tax rate may be based on a composite of the participants and may range from 0.0% to 5.0%. The processing fee charge covers the cost of collecting and processing premium payments in excess of the monthly deduction and will not exceed \$2 plus 6% (currently 0%) per payment.

The balance of the paid premium is deposited in a cash accumulation fund that is maintained for each plan participant. On a monthly basis, a deduction is made from the fund for the cost of insurance and administration expenses. There is no regular or minimum premium requirement as long as the fund is sufficient to support the monthly charges.

The cash accumulation fund will earn a guaranteed minimum return of 4.0%. Excess interest can also be credited. We currently credit a rate declared annually and guaranteed for one year from the contract anniversary. We declare this rate based on anticipated investment experience and expected cash flows into and out of the fixed account. A new rate can be determined for any succeeding contract year. The rate will be reviewed at least annually.

The attachment provides a sample calculation of the minimum nonforfeiture requirements compared to the actual cash surrender value. The results indicate that the policy meets the nonforfeiture requirements.

The monthly administration charge will not exceed \$6.

Partial withdrawals are permitted, subject to a minimum and maximum amount. A transaction charge, not to exceed \$20, will apply to each withdrawal. This charge may be waived on certain cases.

A loan provision is also available to participants, subject to a minimum and maximum amount. Loan interest will be charged daily on the loan balance at an annual rate not exceeding the maximum loan interest rate allowed by law. Loaned values will be credited with interest at no more than 200 basis points below the loan interest rate. A transaction charge, not to exceed \$20, will apply to each loan. This charge may be waived on certain cases.

A participant may exchange his/her Group Universal Life coverage for fixed paid-up insurance. Generally, the minimum fund value to be used to purchase paid-up insurance is \$1,000. The maximum amount of paid-up insurance amount that may be purchased is the death benefit immediately before the paid-up purchase. No transaction charge applies.

A transaction charge, not to exceed \$20, will apply to any surrender. This charge may be waived on certain cases.

Rate Development:

The cost of insurance and administration expense charges will be determined prospectively as is traditionally done for group insurance. The cost of insurance is guaranteed to never exceed 200% of the mortality rates underlying the 2001 CSO Table (ALB) and cases may have case-specific maximums that are less than 200%. The current cost of insurance will typically be less than the maximum. The use of a table higher than 200% of 2001 CSO reflects the additional mortality that would be anticipated under a simplified or guaranteed issue certificate, as well as additional administration expenses and benefits (e.g., extension of death benefit) that may be part of the cost of insurance charge.

Rates are usually set in five-year age brackets as is typical for optional group life coverages.

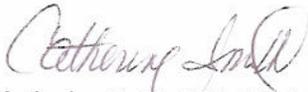
There is no uniform table of rates that applies as under individual insurance. Our current rating formula for new and renewal business is based on the overall mortality experience of our portfolio of optional group life products. This experience is monitored and adjusted on a regular basis. The rating formula also takes into account a particular contract's claim experience and expenses based on the services to be performed.

This is no explicit assumption made for persistency; it is implicitly recognized in a case's experience.

The net single premium used to provide paid-up insurance will not be more than it would be on the basis of the 2001 CSO Table (ALB) at 4%.

In addition to reserves typically held for group term life coverage, reserves equal to the net unearned premium plus the cash accumulation fund will be established. An excess interest reserve will be held where the current interest rate exceeds the minimum statutory rate and extends beyond the calendar year.

It is my opinion that pricing assumptions are reasonable and self-supporting and do not discriminate unfairly between in-force and new issues. Assumptions will be reviewed annually at a minimum.



Catherine Smith, FSA, MAAA  
Vice President & Actuary  
March 20, 2008

Group Universal Life (GUL)  
 NAIC Model Universal Life Regulation's Calculation of Minimum Cash Value

Face Amount	\$ 10,000
Issue Age	35
Mortality Table	2001 CSO Composite U ALB 100% Male
Interest Rate	3
	4%

# Actual Cash Value

Actual Initial Expense	\$ -
Max Monthly Processing fee charge	\$ 2.00
Max Monthly Admin Charge	\$ 6.00

per monthly payment

Age	Year	Account Value BOP	Prem	Benefit Charge	Actual Initial Expense	Max Monthly Processing fee charge	Max Annual Admin Charge	Total Max Admin	Interest	Account Value EOP	SC	Actual CV
35	1	522	649	13	-	63	72	135	4%	522	20	502
36	2	1,064	649	14	-	63	72	135	4%	1,064	20	1,044
37	3	1,627	649	15	-	63	72	135	4%	1,627	20	1,607
38	4	2,212	649	16	-	63	72	135	4%	2,212	20	2,192
39	5	2,819	649	17	-	63	72	135	4%	2,819	20	2,799
40	6	3,448	649	19	-	63	72	135	4%	3,448	20	3,428
41	7	4,102	649	21	-	63	72	135	4%	4,102	20	4,082
42	8	4,779	649	23	-	63	72	135	4%	4,779	20	4,759
43	9	5,482	649	25	-	63	72	135	4%	5,482	20	5,462
44	10	6,210	649	28	-	63	72	135	4%	6,210	20	6,190
45	11	6,964	649	30	-	63	72	135	4%	6,964	20	6,944
46	12	7,746	649	33	-	63	72	135	4%	7,746	20	7,726
47	13	8,557	649	34	-	63	72	135	4%	8,557	20	8,537
48	14	9,399	649	36	-	63	72	135	4%	9,399	20	9,379
49	15	10,272	649	39	-	63	72	135	4%	10,272	20	10,252
50	16	11,177	649	43	-	63	72	135	4%	11,177	20	11,157
51	17	12,115	649	47	-	63	72	135	4%	12,115	20	12,095
52	18	13,085	649	52	-	63	72	135	4%	13,085	20	13,065
53	19	14,090	649	58	-	63	72	135	4%	14,090	20	14,070
54	20	15,127	649	65	-	63	72	135	4%	15,127	20	15,107
55	21	16,200	649	73	-	63	72	135	4%	16,200	20	16,180
56	22	17,307	649	80	-	63	72	135	4%	17,307	20	17,287
57	23	18,452	649	86	-	63	72	135	4%	18,452	20	18,432
58	24	19,635	649	86	-	63	72	135	4%	19,635	20	19,615
59	25	20,857	649	94	-	63	72	135	4%	20,857	20	20,837
60	26	22,118	649	104	-	63	72	135	4%	22,118	20	22,098
61	27	23,417	649	116	-	63	72	135	4%	23,417	20	23,397
62	28	24,754	649	130	-	63	72	135	4%	24,754	20	24,734
63	29	26,128	649	145	-	63	72	135	4%	26,128	20	26,108
64	30	27,542	649	160	-	63	72	135	4%	27,542	20	27,522
65	31	28,995	649	177	-	63	72	135	4%	28,995	20	28,975
66	32	30,489	649	193	-	63	72	135	4%	30,489	20	30,469
67	33	32,025	649	210	-	63	72	135	4%	32,025	20	32,005
68	34	33,605	649	227	-	63	72	135	4%	33,605	20	33,585
69	35	35,227	649	247	-	63	72	135	4%	35,227	20	35,207
70	36	36,891	649	269	-	63	72	135	4%	36,891	20	36,871
71	37	38,593	649	297	-	63	72	135	4%	38,593	20	38,573
72	38	40,329	649	329	-	63	72	135	4%	40,329	20	40,309
73	39	42,099	649	363	-	63	72	135	4%	42,099	20	42,079

# Minimum Cash Value

Actual Initial Expense	\$ 227.97
Actual Monthly Processing fee charge	\$ 2.00
Actual Monthly Admin Charge	\$ 6.00

per monthly payment

[ =1.25 x Face x NLP + 0.01 x Face ]

Age	Year	Account Value BOP	Prem	Benefit Charge	Actual Initial Expense	Max Monthly Processing fee charge	Max Annual Admin Charge	Total Max Admin	Interest	Account Value EOP	SC	Minimum CV
35	1	285	649	13	228	63	72	135	4%	285	-	285
36	2	818	649	14	-	63	72	135	4%	818	-	818
37	3	1,371	649	15	-	63	72	135	4%	1,371	-	1,371
38	4	1,945	649	16	-	63	72	135	4%	1,945	-	1,945
39	5	2,541	649	17	-	63	72	135	4%	2,541	-	2,541
40	6	3,160	649	19	-	63	72	135	4%	3,160	-	3,160
41	7	3,802	649	21	-	63	72	135	4%	3,802	-	3,802
42	8	4,467	649	23	-	63	72	135	4%	4,467	-	4,467
43	9	5,157	649	25	-	63	72	135	4%	5,157	-	5,157
44	10	5,872	649	28	-	63	72	135	4%	5,872	-	5,872
45	11	6,613	649	30	-	63	72	135	4%	6,613	-	6,613
46	12	7,381	649	33	-	63	72	135	4%	7,381	-	7,381
47	13	8,178	649	34	-	63	72	135	4%	8,178	-	8,178
48	14	9,004	649	36	-	63	72	135	4%	9,004	-	9,004
49	15	9,861	649	39	-	63	72	135	4%	9,861	-	9,861
50	16	10,750	649	43	-	63	72	135	4%	10,750	-	10,750
51	17	11,671	649	47	-	63	72	135	4%	11,671	-	11,671
52	18	12,624	649	52	-	63	72	135	4%	12,624	-	12,624
53	19	13,609	649	58	-	63	72	135	4%	13,609	-	13,609
54	20	14,628	649	65	-	63	72	135	4%	14,628	-	14,628
55	21	15,680	649	73	-	63	72	135	4%	15,680	-	15,680
56	22	16,767	649	80	-	63	72	135	4%	16,767	-	16,767
57	23	17,890	649	86	-	63	72	135	4%	17,890	-	17,890
58	24	19,050	649	94	-	63	72	135	4%	19,050	-	19,050
59	25	20,249	649	104	-	63	72	135	4%	20,249	-	20,249
60	26	21,486	649	116	-	63	72	135	4%	21,486	-	21,486
61	27	22,760	649	130	-	63	72	135	4%	22,760	-	22,760
62	28	24,070	649	145	-	63	72	135	4%	24,070	-	24,070
63	29	25,417	649	160	-	63	72	135	4%	25,417	-	25,417
64	30	26,802	649	177	-	63	72	135	4%	26,802	-	26,802
65	31	28,226	649	193	-	63	72	135	4%	28,226	-	28,226
66	32	29,689	649	210	-	63	72	135	4%	29,689	-	29,689
67	33	31,194	649	227	-	63	72	135	4%	31,194	-	31,194
68	34	32,740	649	247	-	63	72	135	4%	32,740	-	32,740
69	35	34,328	649	269	-	63	72	135	4%	34,328	-	34,328
70	36	35,955	649	297	-	63	72	135	4%	35,955	-	35,955
71	37	37,620	649	329	-	63	72	135	4%	37,620	-	37,620
72	38	39,317	649	363	-	63	72	135	4%	39,317	-	39,317
73	39	41,047	649	363	-	63	72	135	4%	41,047	-	41,047

Age	Year	Account Value BOP	Prem	Benefit Charge	Actual Initial Expense	Max Processing fee change	Annual Admin Charge	Total Max Admin	Account Value EOP	SC	Actual CV	Age	Year	Account Value BOP	Prem	Benefit Charge	Actual Initial Expense	Actual Processing fee change	Annual Admin Charge	Total Actual Admin	Account Value EOP	SC	Minimum CV	Actual - Min
74	40	42,099	649	400	-	63	72	135	43,902	20	43,882	74	40	41,047	649	400	-	63	72	135	42,808	-	42,808	1,074
75	41	43,902	649	440	-	63	72	135	45,736	20	45,716	75	41	42,808	649	440	-	63	72	135	44,598	-	44,598	1,118
76	42	45,736	649	484	-	63	72	135	47,597	20	47,577	76	42	44,598	649	484	-	63	72	135	46,413	-	46,413	1,164
77	43	47,597	649	527	-	63	72	135	49,477	20	49,457	77	43	46,413	649	527	-	63	72	135	48,246	-	48,246	1,211
78	44	49,477	649	567	-	63	72	135	51,370	20	51,350	78	44	48,246	649	567	-	63	72	135	50,090	-	50,090	1,260
79	45	51,370	649	605	-	63	72	135	53,269	20	53,249	79	45	50,090	649	605	-	63	72	135	51,937	-	51,937	1,312
80	46	53,269	649	740	-	63	72	135	55,164	20	55,144	80	46	51,937	649	740	-	63	72	135	53,780	-	53,780	1,365
81	47	55,164	649	822	-	63	72	135	57,051	20	57,031	81	47	53,780	649	822	-	63	72	135	55,611	-	55,611	1,420
82	48	57,051	649	908	-	63	72	135	58,924	20	58,904	82	48	55,611	649	908	-	63	72	135	57,426	-	57,426	1,478
83	49	58,924	649	1,002	-	63	72	135	60,773	20	60,753	83	49	57,426	649	1,002	-	63	72	135	59,215	-	59,215	1,538
84	50	60,773	649	1,107	-	63	72	135	62,598	20	62,568	84	50	59,215	649	1,107	-	63	72	135	60,968	-	60,968	1,600
85	51	62,598	649	1,224	-	63	72	135	64,354	20	64,334	85	51	60,968	649	1,224	-	63	72	135	62,689	-	62,689	1,665
86	52	64,354	649	1,352	-	63	72	135	66,057	20	66,037	86	52	62,689	649	1,352	-	63	72	135	64,305	-	64,305	1,732
87	53	66,057	649	1,480	-	63	72	135	67,685	20	67,665	87	53	64,305	649	1,480	-	63	72	135	65,862	-	65,862	1,802
88	54	67,685	649	1,637	-	63	72	135	69,225	20	69,205	88	54	65,862	649	1,637	-	63	72	135	67,330	-	67,330	1,875
89	55	69,225	649	1,780	-	63	72	135	70,667	20	70,647	89	55	67,330	649	1,780	-	63	72	135	68,696	-	68,696	1,951
90	56	70,667	649	1,943	-	63	72	135	72,008	20	71,988	90	56	68,696	649	1,943	-	63	72	135	69,958	-	69,958	2,030
91	57	72,008	649	2,083	-	63	72	135	73,247	20	73,227	91	57	69,958	649	2,083	-	63	72	135	71,115	-	71,115	2,112
92	58	73,247	649	2,245	-	63	72	135	74,372	20	74,352	92	58	71,115	649	2,245	-	63	72	135	72,155	-	72,155	2,197
93	59	74,372	649	2,415	-	63	72	135	75,371	20	75,351	93	59	72,155	649	2,415	-	63	72	135	73,065	-	73,065	2,286
94	60	75,371	649	2,589	-	63	72	135	76,228	20	76,208	94	60	73,065	649	2,589	-	63	72	135	73,830	-	73,830	2,378
95	61	76,228	649	2,781	-	63	72	135	76,941	20	76,921	95	61	73,830	649	2,781	-	63	72	135	74,447	-	74,447	2,474
96	62	76,941	649	2,990	-	63	72	135	77,507	20	77,487	96	62	74,447	649	2,990	-	63	72	135	74,913	-	74,913	2,574
97	63	77,507	649	3,109	-	63	72	135	77,909	20	77,889	97	63	74,913	649	3,109	-	63	72	135	75,211	-	75,211	2,678
98	64	77,909	649	3,300	-	63	72	135	78,129	20	78,109	98	64	75,211	649	3,300	-	63	72	135	75,228	-	75,228	2,786
99	65	78,129	649	3,503	-	63	72	135	78,145	20	78,125	99	65	75,228	649	3,503	-	63	72	135	75,228	-	75,228	2,898
100	66	78,145	649	3,698	-	63	72	135	77,981	20	77,941	100	66	75,228	649	3,698	-	63	72	135	74,926	-	74,926	2,988
101	67	77,981	649	3,870	-	63	72	135	77,590	20	77,570	101	67	74,926	649	3,870	-	63	72	135	74,434	-	74,434	3,014
102	68	77,590	649	4,033	-	63	72	135	77,013	20	76,993	102	68	74,434	649	4,033	-	63	72	135	73,731	-	73,731	3,136
103	69	77,013	649	4,247	-	63	72	135	76,212	20	76,192	103	69	73,731	649	4,247	-	63	72	135	72,799	-	72,799	3,262
104	70	76,212	649	4,454	-	63	72	135	75,164	20	75,144	104	70	72,799	649	4,454	-	63	72	135	71,614	-	71,614	3,393
105	71	75,164	649	4,673	-	63	72	135	73,845	20	73,825	105	71	71,614	649	4,673	-	63	72	135	70,154	-	70,154	3,530
106	72	73,845	649	4,906	-	63	72	135	72,232	20	72,212	106	72	70,154	649	4,906	-	63	72	135	68,393	-	68,393	3,672
107	73	72,232	649	5,153	-	63	72	135	70,287	20	70,277	107	73	68,393	649	5,153	-	63	72	135	66,304	-	66,304	3,820
108	74	70,287	649	5,415	-	63	72	135	68,013	20	67,993	108	74	66,304	649	5,415	-	63	72	135	63,860	-	63,860	4,133
109	75	68,013	649	5,693	-	63	72	135	65,348	20	65,328	109	75	63,860	649	5,693	-	63	72	135	61,029	-	61,029	4,298
110	76	65,348	649	5,987	-	63	72	135	62,270	20	62,250	110	76	61,029	649	5,987	-	63	72	135	57,778	-	57,778	4,472
111	77	62,270	649	6,299	-	63	72	135	58,745	20	58,725	111	77	57,778	649	6,299	-	63	72	135	54,074	-	54,074	4,651
112	78	58,745	649	6,629	-	63	72	135	54,736	20	54,716	112	78	54,074	649	6,629	-	63	72	135	49,878	-	49,878	4,838
113	79	54,736	649	6,978	-	63	72	135	50,203	20	50,183	113	79	49,878	649	6,978	-	63	72	135	45,151	-	45,151	5,033
114	80	50,203	649	7,347	-	63	72	135	45,106	20	45,086	114	80	45,151	649	7,347	-	63	72	135	39,851	-	39,851	5,235
115	81	45,106	649	7,737	-	63	72	135	39,399	20	39,379	115	81	39,851	649	7,737	-	63	72	135	33,934	-	33,934	5,445
116	82	39,399	649	8,148	-	63	72	135	33,036	20	33,016	116	82	33,934	649	8,148	-	63	72	135	27,353	-	27,353	5,663
117	83	33,036	649	8,582	-	63	72	135	25,968	20	25,948	117	83	27,353	649	8,582	-	63	72	135	20,057	-	20,057	5,891
118	84	25,968	649	9,038	-	63	72	135	18,142	20	18,122	118	84	20,057	649	9,038	-	63	72	135	11,994	-	11,994	6,127
119	85	18,142	649	9,517	-	63	72	135	9,505	20	9,485	119	85	11,994	649	9,517	-	63	72	135	3,112	-	3,112	6,373
120	86	9,505	649	10,000	-	63	72	135	20	20	(0)	120	86	3,112	649	10,000	-	63	72	135	(6,629)	-	(6,629)	6,629

**The Prudential Insurance Company of America**  
**Arkansas Actuarial Memorandum**  
**Group Variable Universal Life Insurance**

General Description:

Group Variable Universal Life (GVUL) is designed for use in group-sponsored insurance programs to provide an asset-based permanent plan of group life insurance. The plan participant pays all premium contributions. The plan provides life insurance protection with flexible premium payments and the ability to accumulate funds on a tax-deferred basis.

GVUL provides a variable death benefit. The death benefit will generally be equal to the face amount plus the value of a participant's Certificate Fund, subject to a minimum death benefit as required by federal law.

Plan participant premiums are flexible. There is no regular or minimum premium requirement as long as the Certificate Fund, less any Certificate Debt, is sufficient to support the monthly charges.

A charge for taxes, a processing fee, and a sales charge are made against each premium payment. The charge for taxes consists of an amount to cover the cost of the deferred acquisition cost (DAC) tax, plus an amount equal to the cost of state and local premium taxes. The processing fee charge covers the cost of collecting and processing premium payments and will not exceed \$2 per payment. The sales charge, currently 0%, will not exceed 3.5% of the payment.

The balance of the paid premium is deposited in a Certificate Fund that is maintained for each plan participant. This net premium is invested in variable investment subaccounts or a Fixed Account, according to the instructions of the certificate owner. On a monthly basis, a deduction is made from the Certificate Fund for the cost of insurance, for the cost of any additional insurance benefits, and for administration expenses.

The Group Contractholder chooses the variable investment options available to a participant. A Group Contractholder will be permitted to choose several of the subaccounts in the Prudential Variable Contract Account GI-2 (the "Separate Account"), one of which must be a money market subaccount. Currently, the maximum number of subaccounts that the Group Contractholder may select is twenty, but this number may increase in the future. The Fixed Account is also available to participants. The participant is allowed to determine how premiums are to be allocated to the Fixed Account and/or any of the variable subaccounts selected by the Group Contractholder.

Amounts in the variable subaccounts are not guaranteed as to principal or return. Amounts invested in the Fixed Account will earn a guaranteed minimum return of 4%. Excess interest may also be credited. The Fixed Account crediting rate is currently declared annually and is guaranteed for one year from the group contract anniversary. A new rate may be determined for any succeeding contract year. The rate will be reviewed at least annually.

A daily charge is deducted from the variable subaccounts for mortality and expense risks. The current daily charge is equivalent to an effective annual rate of .45%. The charge is guaranteed not to exceed an effective annual rate of .90%. Investment management fees and expenses are also deducted on a daily basis.

Amounts can be transferred among the variable subaccounts or from the variable subaccounts to the Fixed Account at any time. A transaction charge, not to exceed \$20, will apply to each transfer after the twelfth transfer in a year. This charge may be waived on certain cases. Transfers from the Fixed account to variable subaccounts are permitted only once each year. The amount transferred cannot exceed the greater of \$5,000 and 25% of the Fixed Account.

Partial withdrawals are permitted, subject to a minimum and maximum amount. A transaction charge, not to exceed the lesser of \$20 and 2% of the amount withdrawn, will apply to each withdrawal. This charge may be waived on certain cases.

A loan provision is also available to participants, subject to a minimum and maximum amount. The maximum loan value is determined by multiplying the Certificate Fund by 90% and then subtracting any existing loan with accrued interest, outstanding charges, and the amount of the next month's charges. Loan interest will be charged daily on the loan balance at an annual rate not exceeding the maximum loan interest rate allowed by law. Loaned values will be credited with interest at a rate no more than 200 basis points below the loan interest rate. A transaction charge, not to exceed \$20, will apply to each loan. This charge may be waived on certain cases.

The Certificate Owner may surrender the insurance for its Cash Surrender Value at any time. The Cash Surrender Value is equal to the Certificate Fund, less any outstanding loans, accrued loan interest, any outstanding charges, and a transaction charge. The surrender transaction charge may not exceed \$20. This charge may be waived on certain cases. There are no durational-based surrender charges.

A participant may use all or part of the Cash Surrender Value to purchase paid-up insurance. Generally, the minimum Cash Surrender Value to be used to purchase paid-up insurance is \$1,000. The maximum amount of paid-up insurance that may be purchased is the Death Benefit immediately before the paid-up purchase. No transaction charge applies. If any or all of the Cash Surrender Value is used to purchase paid-up insurance, all other benefits end.

#### Rate Development:

The cost of insurance and administration expense charges will be determined prospectively as is traditionally done for group insurance. The cost of insurance is guaranteed to never exceed 200% of the mortality rates underlying the 2001 CSO Table (ALB), and cases may have case-specific maximums that are less than 200%. The current cost of insurance will typically be less than the maximum. The use of a table higher than 100% of 2001 CSO reflects the additional mortality that would be anticipated under a simplified or guaranteed issue certificate, as well as additional administration expenses and benefits (e.g., extension of coverage and waiver of monthly deductions during total disability) that may be part of the cost of insurance charge. The monthly administration charge will not exceed \$6.

Rates are usually set in five year age brackets as is typical for optional group life coverage.

There is no uniform table of rates that applies as there would be under individual insurance. Our current rating formula for new and renewal business is based on the overall mortality experience of our portfolio of optional group life products. This experience is monitored and adjusted on a regular basis. The rating formula also takes into account a case's claim experience and expenses based on the services to be performed.

This is no explicit assumption made for persistency; it is implicitly recognized in a case's experience.

The net single premium used to provide paid-up insurance will not be more than it would be on the basis of the 2001 CSO Table (ALB) at 4%.

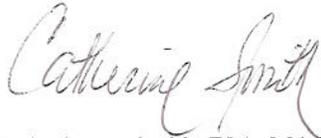
#### Reserves:

In addition to the reserves typically held for group term life coverage, a reserve equal to the aggregate value of the Certificate Funds will be established. An excess interest reserve will be held for amounts in the Fixed

Account if the current crediting rate exceeds the minimum statutory valuation rate and will be credited beyond the valuation date.

Summary:

It is my opinion that pricing assumptions are reasonable and self-supporting and do not discriminate unfairly between in-force and new issues. Assumptions will be reviewed annually at a minimum.

A handwritten signature in cursive script that reads "Catherine A. Smith". The signature is written in black ink and is positioned above the typed name.

Catherine A. Smith, FSA, MAAA  
March 20, 2008

Group Variable Universal Life (GVUL)  
 NAIC Model Universal Life Regulation's Calculation of Minimum Cash Value

Face Amount	\$ 10,000
Issue Age	35
2001 CSO Composite U	
Mortality Table	ALB 100%
Interest Rate	4%

## Actual Cash Value

Actual Initial Expense	\$ -
Max Monthly Processing fee charge	\$ 2.00 plus 3.5% monthly payment
Max Monthly Admin Charge	\$ 6.00

## Minimum Cash Value

Actual Initial Expense	\$ 227.97 [ = 1.25 x Face x NLP + 0.01 x Face ]
Actual Monthly Processing fee charge	\$ 2.00 plus 3.5% monthly payment
Actual Monthly Admin Charge	\$ 6.00

Age	Year	Account Value BOP	Prem	Benefit Charge	Actual Initial Expense	Actual Processing fee charge	Actual Annual Admin Charge	Total Admin Charge	Interest	Account Value EOP	SC	Minimum CV	Actual - Min
35	1	522	632	12	228	46	72	72	4%	285	-	285	217
36	2	1,064	632	13	228	46	72	72	4%	818	-	818	227
37	3	1,627	632	14	228	46	72	72	4%	1,371	-	1,371	236
38	4	2,212	632	15	228	46	72	72	4%	1,945	-	1,945	247
39	5	2,819	632	16	228	46	72	72	4%	2,541	-	2,541	257
40	6	3,448	632	17	228	46	72	72	4%	3,160	-	3,160	268
41	7	4,102	632	19	228	46	72	72	4%	3,802	-	3,802	280
42	8	4,779	632	21	228	46	72	72	4%	4,467	-	4,467	292
43	9	5,482	632	23	228	46	72	72	4%	5,157	-	5,157	304
44	10	6,210	632	25	228	46	72	72	4%	5,872	-	5,872	317
45	11	6,944	632	28	228	46	72	72	4%	6,613	-	6,613	331
46	12	7,746	632	30	228	46	72	72	4%	7,381	-	7,381	345
47	13	8,557	632	33	228	46	72	72	4%	8,178	-	8,178	360
48	14	9,399	632	34	228	46	72	72	4%	9,004	-	9,004	375
49	15	10,272	632	36	228	46	72	72	4%	9,861	-	9,861	391
50	16	11,177	632	39	228	46	72	72	4%	10,750	-	10,750	407
51	17	12,115	632	43	228	46	72	72	4%	11,671	-	11,671	424
52	18	13,085	632	47	228	46	72	72	4%	12,624	-	12,624	442
53	19	14,090	632	52	228	46	72	72	4%	13,609	-	13,609	460
54	20	15,127	632	58	228	46	72	72	4%	14,628	-	14,628	480
55	21	16,200	632	65	228	46	72	72	4%	15,680	-	15,680	499
56	22	17,307	632	73	228	46	72	72	4%	16,767	-	16,767	520
57	23	18,452	632	80	228	46	72	72	4%	17,890	-	17,890	542
58	24	19,635	632	86	228	46	72	72	4%	19,050	-	19,050	564
59	25	20,857	632	94	228	46	72	72	4%	20,249	-	20,249	588
60	26	22,118	632	104	228	46	72	72	4%	21,486	-	21,486	617
61	27	23,417	632	116	228	46	72	72	4%	22,760	-	22,760	637
62	28	24,754	632	130	228	46	72	72	4%	24,070	-	24,070	664
63	29	26,128	632	145	228	46	72	72	4%	25,417	-	25,417	691
64	30	27,542	632	160	228	46	72	72	4%	26,802	-	26,802	719
65	31	28,995	632	177	228	46	72	72	4%	28,226	-	28,226	749
66	32	30,489	632	193	228	46	72	72	4%	29,689	-	29,689	780
67	33	32,025	632	210	228	46	72	72	4%	31,184	-	31,184	812
68	34	33,605	632	227	228	46	72	72	4%	32,740	-	32,740	845
69	35	35,227	632	247	228	46	72	72	4%	34,328	-	34,328	880
70	36	36,891	632	269	228	46	72	72	4%	35,955	-	35,955	916
71	37	38,593	632	297	228	46	72	72	4%	37,620	-	37,620	953
72	38	40,329	632	329	228	46	72	72	4%	39,317	-	39,317	992

Age	Year	Account Value BOP	Prem	Benefit Charge	Actual Initial Expense	Max Processing fee charge	Max Annual Admin Charge	Total Max Admin	Interest	Account Value EOP	SC	Actual CV
73	39	40,329	632	363	-	46	72	118	4%	42,099	20	42,079
74	40	42,069	632	400	-	46	72	118	4%	43,902	20	43,882
75	41	43,902	632	440	-	46	72	118	4%	45,736	20	45,716
76	42	45,736	632	484	-	46	72	118	4%	47,577	20	47,577
77	43	47,577	632	537	-	46	72	118	4%	49,477	20	49,457
78	44	49,477	632	597	-	46	72	118	4%	51,370	20	51,350
79	45	51,370	632	665	-	46	72	118	4%	53,269	20	53,249
80	46	53,269	632	740	-	46	72	118	4%	55,164	20	55,144
81	47	55,164	632	822	-	46	72	118	4%	57,051	20	57,031
82	48	57,051	632	908	-	46	72	118	4%	58,924	20	58,904
83	49	58,924	632	1,002	-	46	72	118	4%	60,773	20	60,753
84	50	60,773	632	1,107	-	46	72	118	4%	62,598	20	62,568
85	51	62,598	632	1,224	-	46	72	118	4%	64,394	20	64,334
86	52	64,394	632	1,352	-	46	72	118	4%	66,157	20	66,057
87	53	66,157	632	1,490	-	46	72	118	4%	67,885	20	67,665
88	54	67,885	632	1,637	-	46	72	118	4%	69,225	20	69,205
89	55	69,225	632	1,790	-	46	72	118	4%	70,667	20	70,647
90	56	70,667	632	1,943	-	46	72	118	4%	72,008	20	71,988
91	57	72,008	632	2,093	-	46	72	118	4%	73,247	20	73,227
92	58	73,247	632	2,249	-	46	72	118	4%	74,372	20	74,352
93	59	74,372	632	2,415	-	46	72	118	4%	75,351	20	75,351
94	60	75,351	632	2,589	-	46	72	118	4%	76,228	20	76,208
95	61	76,228	632	2,761	-	46	72	118	4%	76,941	20	76,921
96	62	76,941	632	2,930	-	46	72	118	4%	77,507	20	77,487
97	63	77,507	632	3,109	-	46	72	118	4%	77,909	20	77,889
98	64	77,909	632	3,300	-	46	72	118	4%	78,129	20	78,109
99	65	78,129	632	3,503	-	46	72	118	4%	78,145	20	78,125
100	66	78,145	632	3,698	-	46	72	118	4%	77,961	20	77,941
101	67	77,961	632	3,870	-	46	72	118	4%	77,590	20	77,570
102	68	77,590	632	4,053	-	46	72	118	4%	77,013	20	76,993
103	69	77,013	632	4,247	-	46	72	118	4%	76,212	20	76,192
104	70	76,212	632	4,454	-	46	72	118	4%	75,164	20	75,144
105	71	75,164	632	4,673	-	46	72	118	4%	73,845	20	73,825
106	72	73,845	632	4,906	-	46	72	118	4%	72,232	20	72,212
107	73	72,232	632	5,153	-	46	72	118	4%	70,297	20	70,277
108	74	70,297	632	5,415	-	46	72	118	4%	68,013	20	67,993
109	75	68,013	632	5,693	-	46	72	118	4%	65,348	20	65,328
110	76	65,348	632	5,987	-	46	72	118	4%	62,270	20	62,250
111	77	62,270	632	6,299	-	46	72	118	4%	58,745	20	58,725
112	78	58,745	632	6,629	-	46	72	118	4%	54,736	20	54,716
113	79	54,736	632	6,978	-	46	72	118	4%	50,203	20	50,183
114	80	50,203	632	7,347	-	46	72	118	4%	45,106	20	45,086
115	81	45,106	632	7,737	-	46	72	118	4%	39,399	20	39,379
116	82	39,399	632	8,148	-	46	72	118	4%	33,036	20	33,016
117	83	33,036	632	8,582	-	46	72	118	4%	25,968	20	25,948
118	84	25,968	632	9,038	-	46	72	118	4%	18,142	20	18,122
119	85	18,142	632	9,517	-	46	72	118	4%	9,505	20	9,485
120	86	9,505	632	10,000	-	46	72	118	4%	0	20	0

Actual - Min	Actual - Max	Account Value EOP	Interest	Total Actual Admin	Actual Annual Admin Charge	Actual Processing fee charge	Actual Initial Expense	Benefit Charge	Prem	Account Value BOP	Year	Age
1,032	1,032	41,047	4%	118	72	46	-	363	632	39,317	39	73
1,074	1,074	42,808	4%	118	72	46	-	400	632	41,047	40	74
1,164	1,164	44,598	4%	118	72	46	-	440	632	42,808	41	75
1,164	1,164	46,413	4%	118	72	46	-	484	632	44,598	42	76
1,211	1,211	48,246	4%	118	72	46	-	537	632	46,413	43	77
1,260	1,260	50,090	4%	118	72	46	-	597	632	48,246	44	78
1,312	1,312	51,937	4%	118	72	46	-	665	632	50,090	45	79
1,365	1,365	53,780	4%	118	72	46	-	740	632	51,937	46	80
1,420	1,420	55,611	4%	118	72	46	-	822	632	53,780	47	81
1,478	1,478	57,426	4%	118	72	46	-	908	632	55,611	48	82
1,538	1,538	59,215	4%	118	72	46	-	1,002	632	57,426	49	83
1,600	1,600	60,968	4%	118	72	46	-	1,107	632	59,215	50	84
1,665	1,665	62,669	4%	118	72	46	-	1,224	632	60,968	51	85
1,732	1,732	64,305	4%	118	72	46	-	1,352	632	62,669	52	86
1,802	1,802	65,862	4%	118	72	46	-	1,490	632	64,305	53	87
1,875	1,875	67,330	4%	118	72	46	-	1,637	632	65,862	54	88
1,951	1,951	68,696	4%	118	72	46	-	1,790	632	67,330	55	89
2,030	2,030	69,958	4%	118	72	46	-	1,943	632	68,696	56	90
2,112	2,112	71,115	4%	118	72	46	-	2,093	632	69,958	57	91
2,197	2,197	72,155	4%	118	72	46	-	2,249	632	71,115	58	92
2,286	2,286	73,065	4%	118	72	46	-	2,415	632	72,155	59	93
2,378	2,378	73,830	4%	118	72	46	-	2,589	632	73,065	60	94
2,474	2,474	74,447	4%	118	72	46	-	2,761	632	73,830	61	95
2,574	2,574	74,913	4%	118	72	46	-	2,930	632	74,447	62	96
2,678	2,678	75,211	4%	118	72	46	-	3,109	632	74,913	63	97
2,786	2,786	75,323	4%	118	72	46	-	3,300	632	75,211	64	98
2,898	2,898	75,228	4%	118	72	46	-	3,503	632	75,323	65	99
3,014	3,014	74,926	4%	118	72	46	-	3,698	632	75,228	66	100
3,136	3,136	74,434	4%	118	72	46	-	3,870	632	74,926	67	101
3,262	3,262	73,731	4%	118	72	46	-	4,053	632	74,434	68	102
3,393	3,393	72,799	4%	118	72	46	-	4,247	632	73,731	69	103
3,530	3,530	71,614	4%	118	72	46	-	4,454	632	72,799	70	104
3,672	3,672	70,154	4%	118	72	46	-	4,673	632	71,614	71	105
3,820	3,820	68,393	4%	118	72	46	-	4,906	632	70,154	72	106
3,973	3,973	66,304	4%	118	72	46	-	5,153	632	68,393	73	107
4,133	4,133	63,860	4%	118	72	46	-	5,415	632	66,304	74	108
4,299	4,299	61,029	4%	118	72	46	-	5,693	632	63,860	75	109
4,472	4,472	57,778	4%	118	72	46	-	5,987	632	61,029	76	110
4,651	4,651	54,074	4%	118	72	46	-	6,299	632	57,778	77	111
4,838	4,838	49,878	4%	118	72	46	-	6,629	632	54,074	78	112
5,033	5,033	45,151	4%	118	72	46	-	6,978	632	49,878	79	113
5,235	5,235	39,851	4%	118	72	46	-	7,347	632	45,151	80	114
5,445	5,445	33,934	4%	118	72	46	-	7,737	632	39,851	81	115
5,663	5,663	27,353	4%	118	72	46	-	8,148	632	33,934	82	116
5,891	5,891	20,057	4%	118	72	46	-	8,582	632	30,968	83	117
6,127	6,127	11,994	4%	118	72	46	-	9,038	632	25,968	84	118
6,373	6,373	3,112	4%	118	72	46	-	9,517	632	18,142	85	119
6,629	6,629	(6,629)	4%	118	72	46	-	10,000	632	9,505	86	120