

SERFF Tracking Number: PRUX-125649724 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 39019
Company Tracking Number: VL AR0178901F01
TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium
Product Name: CF: AICPA - 2001 CSO
Project Name/Number: CF: AICPA - 2001 CSO/89759 CTA 8201, et al

Filing at a Glance

Company: The Prudential Insurance Company of America

Product Name: CF: AICPA - 2001 CSO SERFF Tr Num: PRUX-125649724 State: ArkansasLH
TOI: L06G Group Life - Variable SERFF Status: Closed State Tr Num: 39019
Sub-TOI: L06G.002 Single Life - Flexible Co Tr Num: VL AR0178901F01 State Status: Approved-Closed
Premium
Filing Type: Form Co Status: Reviewer(s): Linda Bird
Author: SPI Prudential Disposition Date: 05/20/2008
Date Submitted: 05/16/2008 Disposition Status: Approved
Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: CF: AICPA - 2001 CSO Status of Filing in Domicile:
Project Number: 89759 CTA 8201, et al 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: Large
Overall Rate Impact: Group Market Type: Association
Filing Status Changed: 05/20/2008
State Status Changed: 05/20/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
See cover letter.

Company and Contact

Filing Contact Information

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80 Livingston Avenue (973) 548-6379 [Phone]

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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

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Filing Fees

Fee Required? Yes
Fee Amount: \$80.00
Retaliatory? No
Fee Explanation: 4 forms times \$20.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Prudential Insurance Company of America	\$80.00	05/16/2008	20364444

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	05/20/2008	05/20/2008

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Disposition

Disposition Date: 05/20/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		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

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Form Schedule

Lead Form Number: 89759 CTA 8201

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	89759 CTA 8201	Certificate	Table of Net Single Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	89759 CTA 8201.PDF
	89759 CMR 8201	Certificate	Table of Maximum Amendmen Rates t, Insert Page, Endorseme nt or Rider	Initial		0	89759 CMR 8201.PDF
	89759 VUL R 8207	Certificate	Variable Universal Amendmen Life Coverage t, Insert Page, Endorseme nt or Rider	Initial		53	89759 VUL R 8207.PDF
	89759 CTE 8203	Certificate	When Insurance Amendmen Ends t, Insert Page, Endorseme nt or Rider	Initial		49	89759 CTE 8203.PDF

Table of Net Single Premiums

Calculated at 4%, 2001 Commissioners Standard Ordinary Composite Ultimate - Age Last Birthday (Per \$1.00 of Insurance Amount)

Person's Attained Age	Male Factor	Female Factor	Person's Attained Age	Male Factor	Female Factor	Person's Attained Age	Male Factor	Female Factor
0	0.06437	0.05417	41	0.26384	0.23291	82	0.79064	0.73102
1	0.06626	0.05594	42	0.27299	0.24112	83	0.80252	0.74433
2	0.06847	0.05788	43	0.28240	0.24958	84	0.81399	0.75732
3	0.07090	0.05997	44	0.29204	0.25831	85	0.82498	0.76993
4	0.07351	0.06218	45	0.30192	0.26730	86	0.83540	0.78229
5	0.07625	0.06448	46	0.31203	0.27653	87	0.84521	0.79425
6	0.07910	0.06689	47	0.32240	0.28601	88	0.85436	0.80551
7	0.08206	0.06939	48	0.33306	0.29572	89	0.86284	0.81608
8	0.08514	0.07196	49	0.34408	0.30567	90	0.87063	0.82611
9	0.08834	0.07464	50	0.35542	0.31583	91	0.87787	0.83636
10	0.09166	0.07743	51	0.36709	0.32622	92	0.88469	0.84709
11	0.09510	0.08032	52	0.37904	0.33681	93	0.89112	0.85767
12	0.09865	0.08330	53	0.39125	0.34760	94	0.89713	0.86757
13	0.10228	0.08638	54	0.40369	0.35858	95	0.90268	0.87631
14	0.10601	0.08955	55	0.41631	0.36977	96	0.90786	0.88364
15	0.10977	0.09281	56	0.42911	0.38113	97	0.91281	0.88958
16	0.11357	0.09619	57	0.44208	0.39267	98	0.91750	0.89524
17	0.11740	0.09968	58	0.45528	0.40439	99	0.92186	0.90179
18	0.12130	0.10329	59	0.46873	0.41628	100	0.92577	0.90845
19	0.12530	0.10702	60	0.48242	0.42838	101	0.92932	0.91486
20	0.12944	0.11089	61	0.49627	0.44068	102	0.93280	0.92101
21	0.13373	0.11490	62	0.51022	0.45319	103	0.93620	0.92689
22	0.13819	0.11905	63	0.52419	0.46591	104	0.93953	0.93242
23	0.14283	0.12336	64	0.53819	0.47884	105	0.94277	0.93753
24	0.14763	0.12784	65	0.55222	0.49198	106	0.94593	0.94219
25	0.15262	0.13249	66	0.56630	0.50531	107	0.94901	0.94645
26	0.15778	0.13730	67	0.58048	0.51884	108	0.95200	0.95035
27	0.16312	0.14228	68	0.59479	0.53254	109	0.95490	0.95394
28	0.16865	0.14744	69	0.60925	0.54640	110	0.95770	0.95717
29	0.17441	0.15279	70	0.62384	0.56041	111	0.96042	0.96004
30	0.18042	0.15832	71	0.63852	0.57453	112	0.96304	0.96265
31	0.18669	0.16405	72	0.65317	0.58872	113	0.96557	0.96518
32	0.19322	0.16998	73	0.66769	0.60298	114	0.96801	0.96785
33	0.20002	0.17611	74	0.68213	0.61728	115	0.97036	0.97023
34	0.20708	0.18244	75	0.69650	0.63161	116	0.97261	0.97248
35	0.21440	0.18898	76	0.71077	0.64595	117	0.97478	0.97464
36	0.22199	0.19571	77	0.72491	0.66030	118	0.97685	0.97651
37	0.22983	0.20267	78	0.73883	0.67464	119	0.97882	0.97835
38	0.23794	0.20985	79	0.75241	0.68896	120	0.98064	0.98064
39	0.24630	0.21728	80	0.76560	0.70325	121	1.00000	1.00000
40	0.25494	0.22497	81	0.77834	0.71733			

Table of Maximum Rates

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

100% of 2001 Commissioners Standard Ordinary Composite Ultimate - Age Last Birthday

Attained Age	Male COI/1,000	Female COI/1,000	Attained Age	Male COI/1,000	Female COI/1,000	Attained Age	Male COI/1,000	Female COI/1,000
0	0.060	0.035	34	0.099	0.077	68	1.895	1.309
1	0.038	0.026	35	0.103	0.083	69	2.058	1.423
2	0.028	0.019	36	0.109	0.089	70	2.245	1.553
3	0.020	0.017	37	0.116	0.095	71	2.476	1.698
4	0.018	0.016	38	0.124	0.100	72	2.745	1.858
5	0.018	0.015	39	0.133	0.105	73	3.027	2.033
6	0.018	0.016	40	0.143	0.112	74	3.330	2.223
7	0.018	0.018	41	0.156	0.119	75	3.663	2.433
8	0.018	0.018	42	0.171	0.128	76	4.037	2.663
9	0.019	0.018	43	0.189	0.138	77	4.473	2.914
10	0.020	0.018	44	0.210	0.149	78	4.977	3.190
11	0.023	0.021	45	0.231	0.163	79	5.540	3.493
12	0.028	0.023	46	0.253	0.180	80	6.168	3.869
13	0.033	0.026	47	0.271	0.198	81	6.850	4.330
14	0.043	0.028	48	0.285	0.220	82	7.568	4.817
15	0.055	0.030	49	0.303	0.244	83	8.352	5.328
16	0.065	0.033	50	0.326	0.270	84	9.224	5.895
17	0.074	0.034	51	0.355	0.300	85	10.197	6.466
18	0.079	0.037	52	0.392	0.333	86	11.264	7.140
19	0.082	0.038	53	0.434	0.368	87	12.416	7.974
20	0.083	0.039	54	0.486	0.405	88	13.638	8.854
21	0.084	0.041	55	0.543	0.447	89	14.919	9.723
22	0.085	0.042	56	0.605	0.493	90	16.190	10.352
23	0.087	0.043	57	0.663	0.541	91	17.439	10.961
24	0.088	0.044	58	0.719	0.591	92	18.745	11.977
25	0.091	0.046	59	0.785	0.642	93	20.122	13.351
26	0.095	0.048	60	0.867	0.695	94	21.572	15.075
27	0.098	0.051	61	0.966	0.753	95	23.010	16.957
28	0.097	0.053	62	1.082	0.813	96	24.413	18.808
29	0.096	0.056	63	1.206	0.879	97	25.905	20.006
30	0.095	0.058	64	1.337	0.950	98	27.496	20.649
31	0.094	0.063	65	1.471	1.028	99	29.193	21.998
32	0.095	0.066	66	1.606	1.113			
33	0.097	0.071	67	1.747	1.207			

Variable Universal Life Coverage

FOR [PARTICIPANTS 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.]

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A. DEATH BENEFIT.

If a person dies:

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

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[(b) while protected under the Extension of Coverage and Waiver of Cost of Insurance Charges During Total Disability Section of this Coverage; or]

[(c)] during the conversion period after all or part of 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:

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

(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 Composite Ultimate - Age Last Birthday, at 4%.

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.

The contribution for the first month that this Coverage is in force for a Covered Person must be at least equal to the Initial Minimum Contribution applicable to that person. After that, you may change the frequency and amount of the 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.

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 Minimum Contribution, Minimum Lump Sum Contribution and the Expense Charges are shown in the Specifications Page.

Prudential reserves the right not to accept, or to return, lump sum 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 Business 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 that 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. In that case, Prudential will, within the next following 30 days, send you a notice of default, showing the amount of the contribution needed to keep the Covered Person's Insurance in force and the grace period in which you have to make the payment.

The Covered Person's Insurance is also in default if there is excess Certificate Debt, as described under Section J of the Coverage.

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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.

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 (a) the deductions from the Certificate Fund during the grace period following the date of default; plus (b) 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.

If, at the time of reinstatement, there is Certificate Debt remaining, you must pay the amount needed to eliminate the debt. Loan repayments are not subject to Expense Charges.

- (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.

3 **Allocations:** For the first [30] days following the Effective Date of the Certificate, the Net
4 Contributions, if any, for a Covered Person are allocated to [the Fixed 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
5 to the Fixed Account. Any allocation made by the [Participant] 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.

16 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;
- 6** (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.

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;
- [(11)any charges for administration;
- 16** (12) charges for any additional insurance benefits;]
- [(13)] any partial withdrawals;
- 7** [(14)any transaction charges that may result from a partial withdrawal, additional statement
request or transfer.]

Prudential may change the charges for: (a) the cost of insurance; (b) mortality and expense risk charges; (c) the Schedule of Charges and Expense; (d) interest rates, and (e) any transaction charges on the first day of any Contract Month and on any date that the extent or nature of the risk under the Group Contract is changed: (i) by amendment; or (ii) by reason of any provision of law or any governmental program or regulation. Any such changes will be made in accordance with procedures and standards on file with the New York Insurance Department and will be based upon changes in future expectations for such elements as investment earnings, mortality, persistency and expenses.

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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.

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Charge for Cost of Insurance: On the first Business 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 determined prospectively and 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 100% of the applicable amount under the 2001 Commissioners Standard Ordinary Composite Ultimate - Age Last Birthday.

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 judgement, 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. Note: In addition to the Separate Account investment options, Prudential's General Account is available for investment by allocating all or part of a Covered Person's Net Contributions to the Fixed Account, pursuant to Sections E and G.

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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. Any substitution made by Prudential under these provisions is not considered a transfer for the purpose of Section G.

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.

9 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 \$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.

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3 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:

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

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

9 [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 [Participant'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.

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.

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. 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 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.

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 Covered Person's Insurance must be in force and not in default.
- (2) You must ask for the partial withdrawal on a form acceptable to Prudential.
- (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.
- 11 (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.

7 [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. 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 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.

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.
- 11 (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.

Maximum Loan Value: The maximum Loan Value (before any applicable charge) is determined by multiplying the Certificate Fund by [<80-100>%] 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.

12 Interest Charge: Interest charged on any loan will accrue daily at an annual rate of [8%]. 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 [Participant 31] days before the interest on the loan becomes due.

Prudential may change the interest rate charged. The rate will never be greater than that permitted by law. It will change only on a Contract Anniversary. 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. Prudential will credit interest to the Covered Person's Loan Account at the greater of: (a) the loan interest rate for the Contract Year, less [2%.]; and (b) 4%.

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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.

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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.

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. In that case, Prudential will, within the next following 30 days, send you a notice of default, to your last known address, showing the amount of the contribution needed to keep the Covered Person's Insurance from ending and the grace period in which you have to make the payment. 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. 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.

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[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) After you have been Totally Disabled for nine continuous months, the monthly Charge for Cost of Insurance and the Monthly Administration Charge for the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, will be waived. Prudential must receive written notice and written proof as described below.

The conditions are:

- You become Totally Disabled while you are insured for Face Amount of Insurance under the Variable Universal Life Coverage.
- You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability.

Total Disability: You are "Totally Disabled" when:

- (1) You lose sight in both eyes. The loss must be total and permanent.
- (2) You lose both hands, both feet, or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or
- (3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job.

The extension ends one year after your Total Disability begins, unless, within that year, you give Prudential written notice 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.

Failure to provide written notice of your Total Disability within twelve months following the date your Total Disability begins, will not invalidate the extension protection if it was not reasonably possible to give such notice. In that case Prudential will consider the notice to have been received in the time required if it is furnished as soon as reasonably possible.

Prudential will then further extend the Variable Universal Life Coverage, including any of the additional provisions that may be part of the Variable Universal Life Coverage, for successive one year periods. The first of these periods will start twelve months after your Total Disability begins, if Prudential receives written proof, within those twelve months, that you have met the above conditions. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.

Failure to give written proof within the time periods described in this Section will not invalidate the person's extension protection if it was not reasonably possible to give such proof. In that case, Prudential will consider written proof to have been received in the time required if the proof is furnished as soon as reasonably possible, but, except in the absence of legal capacity, in no event later than one year from the time proof is otherwise required.

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

This extension ends if and when:

- (1) Your Total Disability ends or you reach age 75; 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 Participants.

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

[L.] PAID-UP INSURANCE.

You may elect to provide paid-up insurance for a Covered Person at any time in lieu of the Insurance by using the Cash Surrender Value of the person's Certificate Fund, if that Cash Surrender Value is at least \$1,000. You must make the election on a form acceptable to Prudential. Once this election is made, paid-up insurance will be the only Coverage provided under the Group Contract for the Covered Person.

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

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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. If the current Cash Surrender Value would purchase more than the Covered Person's death benefit, that excess Cash Surrender Value will be provided in cash. The maximum premium will be based on the 2001 Commissioners

Standard Ordinary Composite Ultimate - Age Last Birthday at 4%. It will be determined by the Covered Person's attained age.

All or part 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. Prudential may defer a surrender for up to six months. If Prudential does so for more than 10 days, it will pay interest on that portion, calculated from the date it receives your request, at the current rate for settlement options left with Prudential to accumulate with interest.

Dividends: Prudential will determine that part of the dividend, 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 dividends 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 all or part of 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 reasons are:

- (1) The amount of your Face Amount of Insurance is reduced by reason of age, the end of your membership in a Covered Class or an amendment to the Group Contract that changes the benefits for your class.
- (2) All Face Amount of Insurance that applies to you [or, with respect to your dependent spouse, to your dependent spouse] under the Group Contract for your class ends by amendment or otherwise.

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

Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:

- (1) If the person has been given written notice of the conversion privilege within 15 days before or after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 31 days after the person ceases to be insured for that coverage.
- (2) If the person has been given written notice of the conversion privilege more than 15 days but less than 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the person must apply for the individual contract and pay the first premium within 45 days after the person has been given the notice.
- (3) If the person has not been given written notice of the conversion privilege within 90 days after the person ceases to be insured for all or part of the Face Amount of Insurance, the time allowed for the person to apply for the individual contract and pay the first premium ends at the end of the 90 days.

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

Amount: Not more than:

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

If the amount of a person's Face Amount of Insurance is reduced, not more than the amount of the reduction.

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[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.

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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 dependant spouse] may get in place of all life insurance then ending for [you or your dependant spouse] under the Group Contract will not exceed 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 that person is or becomes eligible within the next 45 days.

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 90 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.

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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.

This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.

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 day the person ceases to be insured for the Face Amount of Insurance or the person's amount of such insurance is reduced.

[N.] GENERAL PROVISIONS.

[Suicide]: If a Covered Person 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.

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(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 aggregate cost of insurance amount paid for that increase.]

Annual Report: Prudential will send you a detailed report of each Covered Person's Certificate Fund. It will be sent within forty-five days after the end of each [Contract Year] and no later than 13 months from the date you received your last scheduled report. You may request a report at other times, subject to a fee of \$[20.00] for its cost.

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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. 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 8207

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, amounts, times and ages which may be varied.

Ranges (e.g., of percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges.

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

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 Participant has purchased 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, or may be changed to show a number greater than 61.
3. This item will never be less than 10 nor more than 30.
4. This item will be included as shown, or will refer to the Money Market Account.
5. This item will be included as shown, or changed to be any non-fractional percent of 100.

6. This item will be included as shown, or changed to a higher percent determined by Prudential, and declared from time to time. In no event will it be less than 4% per year.
7. This item will be included as shown or omitted.
8. This item will be included as shown, or may be modified to reflect the status of Prudential's Separate Accounts.
9. This item will be included as shown, omitted, or modified to show a number of transfers permitted without charge greater than 12.
10. 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.
11. This item will be included as shown or changed to show a figure lower than \$200.
12. This item will never be greater than 8% nor less than 5%.
13. This item will be included as shown or may be changed to 1 % or 1½%.
14. This item will be included as shown, omitted, or the number of years under the Suicide limitation may be reduced to one.
15. This item will be included as shown or changed to reflect an appropriate report production cost.
16. This item will be included as shown or omitted in whole or in part.

When Insurance Ends

[PARTICIPANT AND DEPENDENTS] INSURANCE

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:

- (1) The last day of the month in which Prudential receives notice that you cease to be in the Covered Classes for the insurance.
- (2) The last day of the month in which Prudential receives notice that your class has been removed from the Covered Classes for the insurance.

1 [(3) With respect to a dependent spouse who is insured for Variable Universal Life Coverage, the last day of the month in which that spouse's Variable Universal Life Coverage and any of the additional provisions that may be a part of the Variable Universal Life Coverage ends as a result of your death or divorce.

(4) The Group Contract ends.

2 [(5) 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 Participant Insurance to end.]

1 [(6) Your Certificate Fund has been used to buy paid-up insurance. When a Certificate Fund has been used to buy paid-up insurance, all other parts of [the person's] Variable Universal Life Coverage end.

1 [Dependents Insurance under Additional Provisions for Dependents Term Life Coverage will end on the last day of the month during which the dependent ceases to be a Qualified Dependent.]

3 **[Attainment of Age 121:** When a Covered Person attains age 121, 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 part of the Variable Universal Life Coverage will end.]

The Prudential Insurance Company of America
Explanation of Variable Language for
89759 CTE 8203

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", "Participant" or "Dependent" may be replaced by the term "member" or other appropriate term describing a member of the group insured.

- Variable Universal Life Coverage may be issued with or without dependent spouse coverage. This form currently reflects the language used when employee and dependent spouse coverage is included in the same 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 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 if Dependents Insurance applies; otherwise it will be omitted.
2. When the Certificate includes dependent spouse coverage under the Variable Universal Life coverage, this item will be included as shown. Otherwise, it will be replaced with "your."
3. This item will be included as shown or modified to show a lower age between 95 and 120 or to omit the reference to additional provisions.

SERFF Tracking Number: PRUX-125649724 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 39019
Company Tracking Number: VL AR0178901F01
TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium
Product Name: CF: AICPA - 2001 CSO
Project Name/Number: CF: AICPA - 2001 CSO/89759 CTA 8201, et al

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUX-125649724 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 39019
Company Tracking Number: VL AR0178901F01
TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium
Product Name: CF: AICPA - 2001 CSO
Project Name/Number: CF: AICPA - 2001 CSO/89759 CTA 8201, et al

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 05/16/2008
Comments:
See cover letter.

Review Status:
Bypassed -Name: Application 05/16/2008
Bypass Reason: Not applicable.
Comments:

Review Status:
Satisfied -Name: Life & Annuity - Actuarial Memo 05/16/2008
Comments:
Attachment:
AICPA Actuarial Memorandum Group Variable Universal Life Insurance.PDF

Review Status:
Satisfied -Name: Cover Letter 05/16/2008
Comments:
Attachment:
Cover Letter.PDF

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

General Description:

The purpose of this actuarial memorandum is to provide information to the Insurance Department with respect to a single experience rated association group, i.e. The American Institute of Certified Public Accountants (“AICPA”) Insurance Trust. 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 may be made against each premium payment. The charge for taxes, if made, 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 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 after the twelfth transfer in a year. This charge may be waived on certain cases.

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.

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 and any outstanding charges. There are no 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.

The monthly administration charge will not exceed \$4.

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 100% of the mortality rates underlying the 2001 CSO Table (ALB) gender specific.

Rates are set on a select and ultimate basis in five year attained age brackets. This plan also has lower preferred rates during the select period for covered persons with attained ages from 50 to 79, Face Amounts of at least \$250,000 and had met stricter underwriting requirements. At age 80 and older, the rates change to single age rates.

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) gender specific 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. The insurance is issued on a participating basis.



Edwin R. Schrum, FSA, MAAA

April 23, 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 ALB 100%
 Male 3
 Interest Rate 4%

Actual Cash Value

Actual Initial Expense \$ -
 Max Monthly Processing fee charge \$ - plus per monthly payment 0.0%
 Max Monthly Admin Charge \$ 4.00

Minimum Cash Value

Actual Initial Expense \$ 227.97 [=1.25 x Face x NLP + 0.01 x Face]
 Actual Monthly Processing fee charge \$ - plus per monthly payment 0.0%
 Actual Monthly Admin Charge \$ 4.00

Age	Year	Account Value BOP	Prem	Benefit Charge	Actual Initial Expense	Actual Processing fee charge	Max Processing fee charge	Max Annual Admin Charge	Total Max Admin	Interest	Account Value EOP	SC	Actual CV	Minimum CV	Actual - Min
35	1	522	562	12	-	-	-	48	48	4%	522	20	502	285	217
36	2	1,064	562	13	285	-	-	48	48	4%	1,064	20	1,044	818	227
37	3	1,627	562	14	1,627	-	-	48	48	4%	1,627	20	1,607	1,371	236
38	4	2,212	562	15	2,212	-	-	48	48	4%	2,212	20	2,192	1,945	247
39	5	2,819	562	16	2,819	-	-	48	48	4%	2,819	20	2,799	2,541	257
40	6	3,448	562	17	3,448	-	-	48	48	4%	3,448	20	3,428	3,160	268
41	7	4,102	562	19	4,102	-	-	48	48	4%	4,102	20	4,082	3,802	280
42	8	4,779	562	21	4,779	-	-	48	48	4%	4,779	20	4,759	4,467	292
43	9	5,482	562	23	5,482	-	-	48	48	4%	5,482	20	5,462	5,157	304
44	10	6,210	562	25	6,210	-	-	48	48	4%	6,210	20	6,190	5,872	317
45	11	6,964	562	28	6,964	-	-	48	48	4%	6,964	20	6,944	6,613	331
46	12	7,746	562	30	7,746	-	-	48	48	4%	7,746	20	7,726	7,381	345
47	13	8,557	562	33	8,557	-	-	48	48	4%	8,557	20	8,537	8,178	360
48	14	9,399	562	34	9,399	-	-	48	48	4%	9,399	20	9,379	9,004	375
49	15	10,272	562	36	10,272	-	-	48	48	4%	10,272	20	10,252	9,861	391
50	16	11,177	562	39	11,177	-	-	48	48	4%	11,177	20	11,157	10,750	407
51	17	12,115	562	43	12,115	-	-	48	48	4%	12,115	20	12,095	11,671	424
52	18	13,085	562	47	13,085	-	-	48	48	4%	13,085	20	13,065	12,624	442
53	19	14,090	562	52	14,090	-	-	48	48	4%	14,090	20	14,070	13,609	460
54	20	15,127	562	58	15,127	-	-	48	48	4%	15,127	20	15,107	14,628	480
55	21	16,200	562	65	16,200	-	-	48	48	4%	16,200	20	16,180	15,680	499
56	22	17,307	562	73	17,307	-	-	48	48	4%	17,307	20	17,287	16,767	520
57	23	18,452	562	80	18,452	-	-	48	48	4%	18,452	20	18,432	17,890	542
58	24	19,635	562	86	19,635	-	-	48	48	4%	19,635	20	19,615	19,050	564
59	25	20,857	562	94	20,857	-	-	48	48	4%	20,857	20	20,837	20,249	586
60	26	22,118	562	104	22,118	-	-	48	48	4%	22,118	20	22,098	21,486	612
61	27	23,417	562	116	23,417	-	-	48	48	4%	23,417	20	23,397	22,760	637
62	28	24,754	562	130	24,754	-	-	48	48	4%	24,754	20	24,734	24,070	664
63	29	26,128	562	145	26,128	-	-	48	48	4%	26,128	20	26,108	25,417	691
64	30	27,542	562	160	27,542	-	-	48	48	4%	27,542	20	27,522	26,802	719
65	31	28,995	562	177	28,995	-	-	48	48	4%	28,995	20	28,975	28,226	748
66	32	30,489	562	193	30,489	-	-	48	48	4%	30,489	20	30,469	29,689	780
67	33	32,025	562	210	32,025	-	-	48	48	4%	32,025	20	32,005	31,194	812
68	34	33,605	562	227	33,605	-	-	48	48	4%	33,605	20	33,585	32,740	845
69	35	35,227	562	247	35,227	-	-	48	48	4%	35,227	20	35,207	34,328	880
70	36	36,891	562	269	36,891	-	-	48	48	4%	36,891	20	36,871	35,955	916
71	37	38,593	562	297	38,593	-	-	48	48	4%	38,593	20	38,573	37,620	953

Age	Year	Account Value EOP	Prem	Benefit Charge	Actual Initial Expense	Max Processing fee charge	Max Annual Admin Charge	Total Max Admin	Account Value EOP	SC	Actual CV	Age	Year	Account Value EOP	Prem	Benefit Charge	Actual Initial Expense	Max Processing fee charge	Max Annual Admin Charge	Total Max Admin	Account Value EOP	SC	Actual CV
72	38	38,593	562	329	-	-	48	48	40,329	20	40,309	72	38	37,620	562	329	-	-	48	48	39,317	-	39,317
73	39	40,329	562	363	-	-	48	48	42,099	20	42,079	73	39	39,317	562	363	-	-	48	48	41,047	-	41,047
74	40	42,099	562	400	-	-	48	48	43,902	20	43,882	74	40	41,047	562	400	-	-	48	48	42,808	-	42,808
75	41	43,902	562	440	-	-	48	48	45,736	20	45,716	75	41	42,808	562	440	-	-	48	48	44,598	-	44,598
76	42	45,736	562	484	-	-	48	48	47,597	20	47,577	76	42	44,598	562	484	-	-	48	48	46,413	-	46,413
77	43	47,597	562	537	-	-	48	48	49,477	20	49,457	77	43	46,413	562	537	-	-	48	48	48,246	-	48,246
78	44	49,477	562	597	-	-	48	48	51,370	20	51,350	78	44	48,246	562	597	-	-	48	48	50,090	-	50,090
79	45	51,370	562	665	-	-	48	48	53,269	20	53,249	79	45	50,090	562	665	-	-	48	48	51,937	-	51,937
80	46	53,269	562	740	-	-	48	48	55,164	20	55,144	80	46	51,937	562	740	-	-	48	48	53,780	-	53,780
81	47	55,164	562	822	-	-	48	48	57,031	20	57,031	81	47	53,780	562	822	-	-	48	48	55,611	-	55,611
82	48	57,031	562	908	-	-	48	48	58,924	20	58,904	82	48	55,611	562	908	-	-	48	48	57,426	-	57,426
83	49	58,924	562	1,002	-	-	48	48	60,773	20	60,753	83	49	57,426	562	1,002	-	-	48	48	59,215	-	59,215
84	50	60,773	562	1,107	-	-	48	48	62,588	20	62,568	84	50	59,215	562	1,107	-	-	48	48	60,968	-	60,968
85	51	62,588	562	1,224	-	-	48	48	64,354	20	64,334	85	51	60,968	562	1,224	-	-	48	48	62,669	-	62,669
86	52	64,354	562	1,352	-	-	48	48	66,057	20	66,037	86	52	62,669	562	1,352	-	-	48	48	64,305	-	64,305
87	53	66,057	562	1,490	-	-	48	48	67,685	20	67,665	87	53	64,305	562	1,490	-	-	48	48	65,862	-	65,862
88	54	67,685	562	1,637	-	-	48	48	69,225	20	69,205	88	54	67,685	562	1,637	-	-	48	48	67,330	-	67,330
89	55	69,225	562	1,790	-	-	48	48	70,667	20	70,647	89	55	69,225	562	1,790	-	-	48	48	68,696	-	68,696
90	56	70,667	562	1,943	-	-	48	48	72,008	20	71,988	90	56	68,696	562	1,943	-	-	48	48	69,958	-	69,958
91	57	72,008	562	2,093	-	-	48	48	73,247	20	73,227	91	57	69,958	562	2,093	-	-	48	48	71,115	-	71,115
92	58	73,247	562	2,249	-	-	48	48	74,372	20	74,352	92	58	71,115	562	2,249	-	-	48	48	72,155	-	72,155
93	59	74,372	562	2,415	-	-	48	48	75,351	20	75,351	93	59	72,155	562	2,415	-	-	48	48	73,065	-	73,065
94	60	75,371	562	2,589	-	-	48	48	76,208	20	76,208	94	60	73,065	562	2,589	-	-	48	48	73,830	-	73,830
95	61	76,228	562	2,761	-	-	48	48	76,941	20	76,921	95	61	73,830	562	2,761	-	-	48	48	74,447	-	74,447
96	62	76,941	562	2,930	-	-	48	48	77,570	20	77,570	96	62	74,447	562	2,930	-	-	48	48	74,913	-	74,913
97	63	77,507	562	3,109	-	-	48	48	77,809	20	77,809	97	63	74,913	562	3,109	-	-	48	48	75,211	-	75,211
98	64	77,909	562	3,300	-	-	48	48	78,109	20	78,109	98	64	75,211	562	3,300	-	-	48	48	75,323	-	75,323
99	65	78,129	562	3,503	-	-	48	48	78,125	20	78,125	99	65	75,323	562	3,503	-	-	48	48	75,228	-	75,228
100	66	78,145	562	3,698	-	-	48	48	77,941	20	77,941	100	66	75,228	562	3,698	-	-	48	48	74,926	-	74,926
101	67	77,961	562	3,870	-	-	48	48	77,590	20	77,570	101	67	74,926	562	3,870	-	-	48	48	74,434	-	74,434
102	68	77,590	562	4,053	-	-	48	48	77,013	20	76,993	102	68	74,434	562	4,053	-	-	48	48	73,731	-	73,731
103	69	77,013	562	4,247	-	-	48	48	76,212	20	76,192	103	69	73,731	562	4,247	-	-	48	48	72,799	-	72,799
104	70	76,212	562	4,454	-	-	48	48	75,144	20	75,144	104	70	72,799	562	4,454	-	-	48	48	71,614	-	71,614
105	71	75,164	562	4,673	-	-	48	48	73,845	20	73,825	105	71	71,614	562	4,673	-	-	48	48	70,154	-	70,154
106	72	73,845	562	4,906	-	-	48	48	72,232	20	72,212	106	72	70,154	562	4,906	-	-	48	48	68,393	-	68,393
107	73	72,232	562	5,153	-	-	48	48	70,297	20	70,277	107	73	68,393	562	5,153	-	-	48	48	66,304	-	66,304
108	74	70,297	562	5,415	-	-	48	48	68,013	20	67,993	108	74	66,304	562	5,415	-	-	48	48	63,860	-	63,860
109	75	68,013	562	5,693	-	-	48	48	65,348	20	65,328	109	75	63,860	562	5,693	-	-	48	48	61,029	-	61,029
110	76	65,348	562	5,987	-	-	48	48	62,270	20	62,250	110	76	61,029	562	5,987	-	-	48	48	57,778	-	57,778
111	77	62,270	562	6,299	-	-	48	48	58,745	20	58,725	111	77	57,778	562	6,299	-	-	48	48	54,074	-	54,074
112	78	58,745	562	6,629	-	-	48	48	54,736	20	54,716	112	78	54,074	562	6,629	-	-	48	48	49,878	-	49,878
113	79	54,736	562	6,978	-	-	48	48	50,203	20	50,183	113	79	49,878	562	6,978	-	-	48	48	45,151	-	45,151
114	80	50,203	562	7,347	-	-	48	48	45,106	20	45,086	114	80	45,151	562	7,347	-	-	48	48	39,851	-	39,851
115	81	45,106	562	7,737	-	-	48	48	39,399	20	39,379	115	81	39,851	562	7,737	-	-	48	48	33,934	-	33,934
116	82	39,399	562	8,148	-	-	48	48	33,036	20	33,016	116	82	33,934	562	8,148	-	-	48	48	27,353	-	27,353
117	83	33,036	562	8,582	-	-	48	48	25,968	20	25,948	117	83	27,353	562	8,582	-	-	48	48	20,057	-	20,057
118	84	25,968	562	9,038	-	-	48	48	18,142	20	18,122	118	84	20,057	562	9,038	-	-	48	48	11,994	-	11,994
119	85	18,142	562	9,517	-	-	48	48	9,505	20	9,485	119	85	11,994	562	9,517	-	-	48	48	3,112	-	3,112
120	86	9,505	562	10,000	-	-	48	48	20	20	20	120	86	3,112	562	10,000	-	-	48	48	(6,629)	-	(6,629)

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
72	38	31,244	471	223	-	-	48	48	4%	33,631	20	33,611
73	39	32,702	471	244	-	-	48	48	4%	35,163	20	35,143
74	40	34,196	471	267	-	-	48	48	4%	36,732	20	36,712
75	41	35,727	471	292	-	-	48	48	4%	38,338	20	38,318
76	42	37,293	471	320	-	-	48	48	4%	39,979	20	39,959
77	43	38,892	471	350	-	-	48	48	4%	41,655	20	41,635
78	44	40,525	471	383	-	-	48	48	4%	43,364	20	43,344
79	45	42,188	471	419	-	-	48	48	4%	45,102	20	45,082
80	46	43,880	471	464	-	-	48	48	4%	46,864	20	46,844
81	47	45,592	471	520	-	-	48	48	4%	48,684	20	48,664
82	48	47,316	471	578	-	-	48	48	4%	50,542	20	50,522
83	49	49,047	471	639	-	-	48	48	4%	52,435	20	52,415
84	50	50,785	471	707	-	-	48	48	4%	54,364	20	54,344
85	51	52,521	471	776	-	-	48	48	4%	56,328	20	56,308
86	52	54,255	471	857	-	-	48	48	4%	58,328	20	58,308
87	53	56,000	471	957	-	-	48	48	4%	60,362	20	60,342
88	54	57,754	471	1,063	-	-	48	48	4%	62,431	20	62,411
89	55	59,521	471	1,167	-	-	48	48	4%	64,535	20	64,515
90	56	61,300	471	1,242	-	-	48	48	4%	66,674	20	66,654
91	57	63,095	471	1,315	-	-	48	48	4%	68,848	20	68,828
92	58	64,905	471	1,437	-	-	48	48	4%	71,058	20	71,038
93	59	66,729	471	1,602	-	-	48	48	4%	73,300	20	73,280
94	60	68,566	471	1,809	-	-	48	48	4%	75,579	20	75,559
95	61	70,416	471	2,035	-	-	48	48	4%	77,895	20	77,875
96	62	72,279	471	2,257	-	-	48	48	4%	80,248	20	80,228
97	63	74,154	471	2,401	-	-	48	48	4%	82,638	20	82,618
98	64	76,041	471	2,478	-	-	48	48	4%	85,064	20	85,044
99	65	77,940	471	2,640	-	-	48	48	4%	87,526	20	87,506
100	66	79,851	471	2,850	-	-	48	48	4%	90,024	20	89,994
101	67	81,774	471	3,079	-	-	48	48	4%	92,558	20	92,538
102	68	83,710	471	3,331	-	-	48	48	4%	95,128	20	95,108
103	69	85,659	471	3,607	-	-	48	48	4%	97,734	20	97,714
104	70	87,620	471	3,909	-	-	48	48	4%	100,376	20	100,356
105	71	89,593	471	4,227	-	-	48	48	4%	103,054	20	103,034
106	72	91,578	471	4,553	-	-	48	48	4%	105,768	20	105,748
107	73	93,574	471	4,885	-	-	48	48	4%	108,518	20	108,498
108	74	95,581	471	5,222	-	-	48	48	4%	111,304	20	111,284
109	75	97,599	471	5,570	-	-	48	48	4%	114,126	20	114,106
110	76	99,628	471	5,920	-	-	48	48	4%	116,984	20	116,964
111	77	101,668	471	6,256	-	-	48	48	4%	119,878	20	119,858
112	78	103,720	471	6,578	-	-	48	48	4%	122,808	20	122,788
113	79	105,784	471	6,908	-	-	48	48	4%	125,774	20	125,754
114	80	107,859	471	7,321	-	-	48	48	4%	128,776	20	128,756
115	81	109,946	471	7,714	-	-	48	48	4%	131,814	20	131,794
116	82	112,044	471	8,124	-	-	48	48	4%	134,888	20	134,868
117	83	114,154	471	8,559	-	-	48	48	4%	137,998	20	137,978
118	84	116,274	471	8,966	-	-	48	48	4%	141,144	20	141,124
119	85	118,404	471	9,391	-	-	48	48	4%	144,326	20	144,306
120	86	120,544	471	10,000	-	-	48	48	4%	147,544	20	147,524

Actual - Min 909 32,702 34,196 35,727 37,293 38,892 40,525 42,188 43,880 45,592 47,316 49,047 50,785 52,521 54,255 55,974 57,658 59,300 60,999 62,683 64,055 65,562 66,959 68,196 69,248 70,111 70,859 71,557 72,114 72,474 72,612 2,878 2,994 3,114 3,240 3,370 3,506 3,647 3,794 3,946 4,105 4,270 4,441 4,620 4,805 4,968 5,199 5,408 5,625 5,851 6,086



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May 16, 2008

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

Re: The Prudential Insurance Company of America
NAIC Number 30468241
89759 CTA 8201, et al
Filing for 2001 CSO Mortality Table compliance

Dear Benafield Bowman:

We submit, for filing on a one-case basis, the group variable universal life insurance forms listed below on behalf of our client, JPMorgan Chase Bank, as Trustee of the American Institute of Certified Public Accountants (AICPA) Insurance Trust. 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.

Form Number

Description

89759 CTA 8201	Table of Net Single Premiums
89759 CMR 8201	Table of Maximum Rates
89759 VUL R 8207	Variable Universal Life Coverage
89759 CTE 8203	When Insurance Ends

Description of Filing. 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.

Intended Use. The forms in this submission will be used to cover residents of Arkansas for group variable universal life insurance issued to the AICPA Insurance Trust. AICPA is a professional association whose group contract is issued in New York. These forms are part of our 89759 series of forms for the AICPA Insurance Plans only, approved by the Department on April 20, 1998.

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.

<u>Form Number</u>	<u>Flesch Score</u>
89759 CTA 8201	*
89759 CMR 8201	*
89759 VUL R 8207	52.9
89759 CTE 8203	48.8

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

Actuarial Memorandum. We have attached an actuarial memorandum for this filing.

Filing Fee. The filing fee of \$80.00 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 Charlie Baumann at (973) 548-6472 or me at (973) 548-6479.

Very truly yours,

Patricia A. Lloyd

Patricia A. Lloyd
Assistant Secretary