Filing at a Glance

Company: Pruco Life Insurance Company

Product Name: SMVUL-2009, et al.
TOI: L06I Individual Life - Variable
Sub-TOI: L06I.202 Joint (Last Survivor) - Flexible Premium
Filing Type: Form

SERFF Tr Num: PRUD-125673551
SERFF Status: Closed
Co Tr Num: SMVUL-2009, ET AL.
Co Status: IIGL
Authors: Marcelle Chapman, Susan Eckler-Kerns, Rozelyn Hayes, David Koonce, Gil Ortiz, Eula Quailes, John Steiniger, Genetta Williams
Date Submitted: 07/18/2008

State: ArkansasLH
State Tr Num: 39650
State Status: Approved-Closed
Reviewer(s): Linda Bird
Disposition Date: 08/15/2008
Disposition Status: Approved
Implementation Date:

Implementation Date Requested: 01/01/2009

State Filing Description:

General Information

Project Name: Magnastar 2009 Survivorship filing
Project Number: SMVUL-2009, et al.
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 08/15/2008
State Status Changed: 08/15/2008
Corresponding Filing Tracking Number:

Status of Filing in Domicile: Not Filed
Date Approved in Domicile:
Domicile Status Comments: Exempt from Review in our Home State, Arizona.
Market Type: Individual
Group Market Size:
Group Market Type:

Deemer Date:

Filing Description:

Magnastar 2009 Survivorship filing

Company and Contact

Filing Contact Information

John Steiniger, Second Vice President
Individual Insurance Group
Newark, NJ 07102-2992

John.Steiniger@Prudential.com
(973) 802-6104 [Phone]
(973) 367-8134[FAX]

Filing Company Information

Pruco Life Insurance Company	CoCode: 79227	State of Domicile: Arizona
751 Broad Street	Group Code: 304	Company Type: Life
Newark, NJ 07102-3777	Group Name:	State ID Number:
(973) 802-6000 ext. [Phone]	FEIN Number: 22-1944557	

Filing Fees

Fee Required?	Yes
Fee Amount:	$70.00
Retaliatory?	No
Fee Explanation:	$50.00 for the policy with or without riders, $50.00 X 1 = $50.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pruco Life Insurance Company	$50.00	07/18/2008	21484994

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	08/15/2008	08/15/2008

Disposition

Disposition Date: 08/15/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*PRUD-125673551*	*State:*	*Arkansas*
Filing Company:	*Pruco Life Insurance Company*	*State Tracking Number:*	*39650*
Company Tracking Number:	*SMVUL-2009, ET AL.*		
TOI:	*L06I Individual Life - Variable*	*Sub-TOI:*	*L06I.202 Joint (Last Survivor) - Flexible Premium*
Product Name:	*SMVUL-2009, et al.*		
Project Name/Number:	*Magnastar 2009 Survivorship filing/SMVUL-2009, et al.*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Form	Survivorship Flexible Premium Variable Life Insurance Policy		Yes
Form	Term Rider		Yes

Form Schedule

Lead Form Number: SMVUL-2009

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	SMVUL-2009	Policy/Contract/Fraternal Certificate	Survivorship Flexible Premium Variable Life Insurance Policy	Initial			SMVUL-2009 Basic Policy.pdf
	SMVUL TR-2009	Other	Term Rider	Initial			SMVUL TR-2009 Basic.pdf

Pruco Life Insurance Company
A Stock Company Subsidiary of
The Prudential Insurance Company
of America
Newark, New Jersey

Magnastar Service Center
P. O. Box 724567
Atlanta, GA 31139
877-297-6349

INSURED #1 **[John Doe]** TOTAL FACE AMOUNT AT ISSUE **[$50,000,000]**

INSURED #2 **[Mary Doe]**

POLICY NUMBER **[U1 00 000 000]** POLICY DATE **[January 1, 2009]**

SURVIVORSHIP VARIABLE LIFE INSURANCE POLICY

The Death Benefit Proceeds are payable at the death of the Surviving Insured.
This is a Flexible Premium Survivorship Variable Universal Life Insurance Policy.
The Face Amount is adjustable.
Benefits, Premiums, and the Premium Class are shown in the Policy Specifications.
This is a Nonparticipating policy.

READ YOUR POLICY CAREFULLY. This is a legal contract between You, the Owner, and Us, Pruco Life Insurance Company ("the Company"). We agree to pay the benefits of this policy according to its provisions. The policy is issued in consideration of the application for it and Payment of the Minimum Initial Premium.

The Policy Specifications and the conditions and provisions on this and the following pages are part of the policy, as are any Riders included on delivery.

Signed for the Company at its Home Office:

SPECIMEN SPECIMEN

SECRETARY PRESIDENT

Survivorship Variable Life Insurance Policy

To the extent any benefit, payment, or value under this policy (including the Account Value) is based on the investment experience of a Separate Account, such benefit, payment, or value may increase or decrease in accordance with the investment experience of the Separate Account and is not guaranteed as to a fixed dollar amount. The method for determining the Death Benefit is found in Section 4.

It is possible coverage will lapse if the Account Value is not sufficient to pay charges assessed on a periodic Processing Date.

Right to Cancel—The Owner may surrender this policy by delivering or mailing it to the Magnastar Service Center or to the agent within 10 days after receipt by the Owner of the policy. Immediately on such delivery or mailing, the policy shall be deemed void from the beginning. Any Premium received will then be refunded.

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1 POLICY SPECIFICATIONS

Insured #1	[John Doe]	Insured #2	[Mary Doe]
Issue Age	[55]	Issue Age	[55]
Sex	[Male]	Sex	[Female]
Premium Class	[Standard]	Premium Class	[Standard]
	[Non-Tobacco User]		[Non-Tobacco User]
Owner at Issue	[John Doe]		
Policy Number	[U1 00 000 000]		
Policy Date	[January 1, 2009]		

*1.1 **SURVIVORSHIP** DEATH BENEFIT*

Total Face Amount at Issue	[$50,000,000]
	See Section 1.4 for scheduled changes in future years
Death Benefit Option at Issue	[Option A]
Definition of Life Insurance Elected	[Cash Value Accumulation Test]
Minimum Face Amount	[$500,000]

1.2 PREMIUMS

Planned Premium	$[2,347,000.00] per year for Policy Years [1 through 7]
Billing Interval	[Annually] beginning on the Policy Date
Band 1 Premium	the first $[2,347,000.00] paid per year
Band 2 Premium	the next $[5,000,000.00] paid per year
Minimum Initial Premium	$[66,450]

1.3 SUMMARY OF ADDITIONAL COVERAGES IN EFFECT

[*Include Riders actually selected]*

Type	Form #	Description
[Survivorship Term Rider	SMVUL STR-500	Additional scheduled **survivorship** death benefit amounts on the life of the surviving insured.]
[Individual Term Rider	SMVUL TR-2009	Additional scheduled death benefit amounts on the life of the named insured.]
[Return of Premium Rider	SMVUL ROP-2005	**Survivorship** Death Benefit is increased by the amount of cumulative premiums paid less withdrawals taken.]
[Enhanced Death Benefit Rider	SMVUL EDB-400	Start year: [26] Higher factors substituted for policy years after the Start Year for the Required Total Death Benefit Factors.]
[Enhanced Surrender Value Rider	SMVUL ESV-2005	Additional amount payable on policy surrender in the first 10 years.]
[Split Option Rider	SMVUL SOR-600	Split the policy (and any joint riders) into 2 individual policies upon the occurrence of certain events.]
Fixed Account Rider	SMVUL FAR-2005	Fixed Account Investment Option added to the policy.]

The Separate Account interests under this policy have not been and will not be registered with the Securities and Exchange Commission under the Securities Act of 1933, and are "restricted" as contemplated by regulation D under the Securities Act of 1933 as amended. These interests may not be sold or otherwise transferred except as permitted under the 1933 Act and, further, subject to Our prior consent.

1.4 SCHEDULED FACE AMOUNT FOR COVERAGE SEGMENT 1

Policy Year	Face Amount	Policy Year	Face Amount
1	[$50,000,000.00]	34	[$50,000,000.00]
2	[$50,000,000.00]	35	[$50,000,000.00]
3	[$50,000,000.00]	36	[$50,000,000.00]
4	[$50,000,000.00]	37	[$50,000,000.00]
5	[$50,000,000.00]	38	[$50,000,000.00]
6	[$50,000,000.00]	39	[$50,000,000.00]
7	[$50,000,000.00]	40	[$50,000,000.00]
8	[$50,000,000.00]	41	[$50,000,000.00]
9	[$50,000,000.00]	42	[$50,000,000.00]
10	[$50,000,000.00]	43	[$50,000,000.00]
11	[$50,000,000.00]	44	[$50,000,000.00]
12	[$50,000,000.00]	45	[$50,000,000.00]
13	[$50,000,000.00]	46	[$50,000,000.00]
14	[$50,000,000.00]	47	[$50,000,000.00]
15	[$50,000,000.00]	48	[$50,000,000.00]
16	[$50,000,000.00]	49	[$50,000,000.00]
17	[$50,000,000.00]	50	[$50,000,000.00]
18	[$50,000,000.00]	51	[$50,000,000.00]
19	[$50,000,000.00]	52	[$50,000,000.00]
20	[$50,000,000.00]	53	[$50,000,000.00]
21	[$50,000,000.00]	54	[$50,000,000.00]
22	[$50,000,000.00]	55	[$50,000,000.00]
23	[$50,000,000.00]	56	[$50,000,000.00]
24	[$50,000,000.00]	57	[$50,000,000.00]
25	[$50,000,000.00]	58	[$50,000,000.00]
26	[$50,000,000.00]	59	[$50,000,000.00]
27	[$50,000,000.00]	60	[$50,000,000.00]
28	[$50,000,000.00]	61	[$50,000,000.00]
29	[$50,000,000.00]	62	[$50,000,000.00]
30	[$50,000,000.00]	63	[$50,000,000.00]
31	[$50,000,000.00]	64	[$50,000,000.00]
32	[$50,000,000.00]	65	[$50,000,000.00]
33	[$50,000,000.00]	66	[$50,000,000.00]

1.5 POLICY CHARGES DEDUCTED FROM PREMIUM PAYMENTS

Premium Load

Coverage Segment Year	Guaranteed Maximum Percentage Charge Applied to Band 1 Premiums	Guaranteed Maximum Percentage Charge Applied to Band 2 Premiums	Guaranteed Maximum Percentage Charge Applied to Band 3 Premiums	[Guaranteed Maximum Processing Fee Per Each Premium Payment]
1	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
2	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
3	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
4	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
5	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
6	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
7	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
8	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
9	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
10	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
11	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
12	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
13	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
14	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
15	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
16	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
17	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
18	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
19	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
20	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
21	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
22	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
23	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
24	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
25	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
26	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
27	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
28	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
29	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
30	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
31	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
32	[10.02%]	[8.42%]	[5.88%]	$ [5.00]

Premium Load

Coverage Segment Year	Guaranteed Maximum Percentage Charge Applied to Band 1 Premiums	Guaranteed Maximum Percentage Charge Applied to Band 2 Premiums	Guaranteed Maximum Percentage Charge Applied to Band 3 Premiums	[Guaranteed Maximum Processing Fee Per Each Premium Payment]
33	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
34	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
35	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
36	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
37	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
38	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
39	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
40	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
41	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
42	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
43	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
44	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
45	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
46	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
47	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
48	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
49	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
50	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
51	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
52	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
53	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
54	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
55	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
56	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
57	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
58	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
59	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
60	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
61	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
62	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
63	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
64	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
65	[10.02%]	[8.42%]	[5.88%]	$ [5.00]
66	[10.02%]	[8.42%]	[5.88%]	$ [5.00]

The application of these loads is described further in section 5.

1.6 DEDUCTIONS FROM ACCOUNT VALUE

Processing Period every [1] month[s]

1.6.1 Guaranteed Maximum Administrative Charges

Coverage Segment Year	Monthly Policy Fee (1)	Monthly Charge per $1000 of Initial Face Amount	Coverage Segment Year	Monthly Policy Fee (1)	Monthly Charge per $1000 of Initial Face Amount
1	[$5.00]	[0.487282]	34	[$5.00]	[0.098039]
2	[$5.00]	[0.487282]	35	[$5.00]	[0.098039]
3	[$5.00]	[0.487282]	36	[$5.00]	[0.098039]
4	[$5.00]	[0.487282]	37	[$5.00]	[0.098039]
5	[$5.00]	[0.487282]	38	[$5.00]	[0.098039]
6	[$5.00]	[0.487282]	39	[$5.00]	[0.098039]
7	[$5.00]	[0.487282]	40	[$5.00]	[0.098039]
8	[$5.00]	[0.487282]	41	[$5.00]	[0.098039]
9	[$5.00]	[0.487282]	42	[$5.00]	[0.098039]
10	[$5.00]	[0.487282]	43	[$5.00]	[0.098039]
11	[$5.00]	[0.098039]	44	[$5.00]	[0.098039]
12	[$5.00]	[0.098039]	45	[$5.00]	[0.098039]
13	[$5.00]	[0.098039]	46	[$5.00]	[0.098039]
14	[$5.00]	[0.098039]	47	[$5.00]	[0.098039]
15	[$5.00]	[0.098039]	48	[$5.00]	[0.098039]
16	[$5.00]	[0.098039]	49	[$5.00]	[0.098039]
17	[$5.00]	[0.098039]	50	[$5.00]	[0.098039]
18	[$5.00]	[0.098039]	51	[$5.00]	[0.098039]
19	[$5.00]	[0.098039]	52	[$5.00]	[0.098039]
20	[$5.00]	[0.098039]	53	[$5.00]	[0.098039]
21	[$5.00]	[0.098039]	54	[$5.00]	[0.098039]
22	[$5.00]	[0.098039]	55	[$5.00]	[0.098039]
23	[$5.00]	[0.098039]	56	[$5.00]	[0.098039]
24	[$5.00]	[0.098039]	57	[$5.00]	[0.098039]
25	[$5.00]	[0.098039]	58	[$5.00]	[0.098039]
26	[$5.00]	[0.098039]	59	[$5.00]	[0.098039]
27	[$5.00]	[0.098039]	60	[$5.00]	[0.098039]
28	[$5.00]	[0.098039]	61	[$5.00]	[0.098039]
29	[$5.00]	[0.098039]	62	[$5.00]	[0.098039]
30	[$5.00]	[0.098039]	63	[$5.00]	[0.098039]
31	[$5.00]	[0.098039]	64	[$5.00]	[0.098039]
32	[$5.00]	[0.098039]	65	[$5.00]	[0.098039]
33	[$5.00]	[0.098039]	66	[$5.00]	[0.098039]

(1) Policy fee applies only to initial Coverage Segment

1.6.2 Monthly rates for mortality and expense risk charges

Guaranteed maximum monthly rates as a percentage of unloaned Account Value

Coverage Segment Year	Mortality and Expense Risk Charge Rate	Coverage Segment Year	Mortality and Expense Risk Charge Rate
1	[0.7177%]	34	[0.4324%]
2	[0.7177%]	35	[0.4324%]
3	[0.7177%]	36	[0.4324%]
4	[0.7177%]	37	[0.4324%]
5	[0.7177%]	38	[0.4324%]
6	[0.7177%]	39	[0.4324%]
7	[0.7177%]	40	[0.4324%]
8	[0.7177%]	41	[0.4324%]
9	[0.7177%]	42	[0.4324%]
10	[0.7177%]	43	[0.4324%]
11	[0.5213%]	44	[0.4324%]
12	[0.5213%]	45	[0.4324%]
13	[0.5213%]	46	[0.4324%]
14	[0.5213%]	47	[0.4324%]
15	[0.5213%]	48	[0.4324%]
16	[0.5213%]	49	[0.4324%]
17	[0.5213%]	50	[0.4324%]
18	[0.5213%]	51	[0.4324%]
19	[0.5213%]	52	[0.4324%]
20	[0.5213%]	53	[0.4324%]
21	[0.4324%]	54	[0.4324%]
22	[0.4324%]	55	[0.4324%]
23	[0.4324%]	56	[0.4324%]
24	[0.4324%]	57	[0.4324%]
25	[0.4324%]	58	[0.4324%]
26	[0.4324%]	59	[0.4324%]
27	[0.4324%]	60	[0.4324%]
28	[0.4324%]	61	[0.4324%]
29	[0.4324%]	62	[0.4324%]
30	[0.4324%]	63	[0.4324%]
31	[0.4324%]	64	[0.4324%]
32	[0.4324%]	65	[0.4324%]
33	[0.4324%]	66	[0.4324%]

1.7 COST OF INSURANCE RATES

Guaranteed Maximum Monthly Rates per $1,000 of Net Amount at Risk[2]

Coverage Segment Year	Beginning of Year Age1 #1/#2	Monthly Cost of Insurance Rate	Coverage Segment Year	Beginning of Year Age1 #1/#2	Monthly Cost of Insurance Rate
1	55/55	[$0.00262]	40	94/94	[$16.68130]
2	56/56	[$0.00898]	41	95/95	[$18.93312]
3	57/57	[$0.01721]	42	96/96	[$21.11854]
4	58/58	[$0.02733]	43	97/97	[$23.46136]
5	59/59	[$0.03962]	44	98/98	[$24.19533]
6	60/60	[$0.05471]	45	99/99	[$25.71474]
7	61/61	[$0.07346]	46	100/100	[$27.93969]
8	62/62	[$0.09673]	57	101/101	[$30.29503]
9	63/63	[$0.12503]	58	102/102	[$32.98910]
10	64/64	[$0.15884]	59	103/103	[$36.08362]
11	65/65	[$0.19885]	50	104/104	[$39.65075]
12	66/66	[$0.24534]	51	105/105	[$43.71450]
13	67/67	[$0.29894]	52	106/106	[$48.13008]
14	68/68	[$0.36160]	53	107/107	[$52.93694]
15	69/69	[$0.43329]	54	108/108	[$58.09590]
16	70/70	[$0.51880]	55	109/109	[$63.84209]
17	71/71	[$0.61997]	56	110/110	[$70.17493]
18	72/72	[$0.74503]	57	111/111	[$76.79231]
19	73/73	[$0.88888]	58	112/112	[$83.33333]
20	74/74	[$1.05398]	59	113/113	[$83.33333]
21	75/75	[$1.24520]	60	114/114	[$83.33333]
22	76/76	[$1.46507]	61	115/115	[$83.33333]
23	77/77	[$1.72216]	62	116/116	[$83.33333]
24	78/78	[$2.02349]	63	117/117	[$83.33333]
25	79/79	[$2.37438]	64	118/118	[$83.33333]
26	80/80	[$2.77399]	65	119/119	[$83.33333]
27	81/81	[$3.27260]	66	120/120	[$83.33333]
28	82/82	[$3.83579]			
29	83/83	[$4.45007]			
30	84/84	[$5.14561]			
31	85/85	[$5.93707]			
32	86/86	[$6.76034]			
33	87/87	[$7.80082]			
34	88/88	[$8.92949]			
35	89/89	[$10.14773]			
36	90/90	[$11.34308]			
37	91/91	[$12.19882]			
38	92/92	[$13.36060]			
39	93/93	[$14.85786]			

1) On a Policy anniversary, "Age" means the Age of Insured #1 and Insured #2 at his or her birthday nearest that date. That Age will apply until the next anniversary.

2) For [Insured #1, Male, Premium Class Standard, Non Tobacco User and Insured #2, Female, Premium Class Standard, Non Tobacco User].

Coverage Segment Year	Guaranteed Minimum Annual Interest Crediting Rate for Loan Account	Guaranteed Maximum Annual Interest Rate Charged on Policy Debt Balances	Coverage Segment Year	Guaranteed Minimum Annual Interest Crediting Rate for Loan Account	Guaranteed Maximum Annual Interest Rate Charged on Policy Debt Balances
1	4.00%	[4.7177%]	34	4.00%	[4.4324%]
2	4.00%	[4.7177%]	35	4.00%	[4.4324%]
3	4.00%	[4.7177%]	36	4.00%	[4.4324%]
4	4.00%	[4.7177%]	37	4.00%	[4.4324%]
5	4.00%	[4.7177%]	38	4.00%	[4.4324%]
6	4.00%	[4.7177%]	39	4.00%	[4.4324%]
7	4.00%	[4.7177%]	40	4.00%	[4.4324%]
8	4.00%	[4.7177%]	41	4.00%	[4.4324%]
9	4.00%	[4.7177%]	42	4.00%	[4.4324%]
10	4.00%	[4.7177%]	43	4.00%	[4.4324%]
11	4.00%	[4.5213%]	44	4.00%	[4.4324%]
12	4.00%	[4.5213%]	45	4.00%	[4.4324%]
13	4.00%	[4.5213%]	46	4.00%	[4.4324%]
14	4.00%	[4.5213%]	47	4.00%	[4.4324%]
15	4.00%	[4.5213%]	48	4.00%	[4.4324%]
16	4.00%	[4.5213%]	49	4.00%	[4.4324%]
17	4.00%	[4.5213%]	50	4.00%	[4.4324%]
18	4.00%	[4.5213%]	51	4.00%	[4.4324%]
19	4.00%	[4.5213%]	52	4.00%	[4.4324%]
20	4.00%	[4.5213%]	53	4.00%	[4.4324%]
21	4.00%	[4.4324%]	54	4.00%	[4.4324%]
22	4.00%	[4.4324%]	55	4.00%	[4.4324%]
23	4.00%	[4.4324%]	56	4.00%	[4.4324%]
24	4.00%	[4.4324%]	57	4.00%	[4.4324%]
25	4.00%	[4.4324%]	58	4.00%	[4.4324%]
26	4.00%	[4.4324%]	59	4.00%	[4.4324%]
27	4.00%	[4.4324%]	60	4.00%	[4.4324%]
28	4.00%	[4.4324%]	61	4.00%	[4.4324%]
29	4.00%	[4.4324%]	62	4.00%	[4.4324%]
30	4.00%	[4.4324%]	63	4.00%	[4.4324%]
31	4.00%	[4.4324%]	64	4.00%	[4.4324%]
32	4.00%	[4.4324%]	65	4.00%	[4.4324%]
33	4.00%	[4.4324%]	66	4.00%	[4.4324%]

1.9 SURRENDER CHARGE FACTORS

Coverage Segment Year	Maximum Guaranteed Charge per $1000 of Initial Face Amount
1	[$4.209663]
2	[$4.209663]
3	[$4.209663]
4	[$4.209663]
5	[$4.209663]
6	[$3.364521]
7	[$2.524728]
8	[$1.684935]
9	[$0.839793]
10 & later	[0]

1.10 DEFINITION OF LIFE INSURANCE DEATH BENEFIT FACTORS

[include GPT corridor factors or 1/NSP factors for CVAT in Req Total DB column]

Policy Year	Required Total Death Benefit Factor	Policy Year	Required Total Death Benefit Factor
1	[3.4147]	34	[1.2321]
2	[3.2836]	35	[1.2135]
3	[3.1581]	36	[1.1964]
4	[3.0379]	37	[1.1804]
5	[2.9230]	38	[1.1641]
6	[2.8131]	39	[1.1478]
7	[2.7080]	40	[1.1316]
8	[2.6077]	41	[1.1154]
9	[2.5119]	42	[1.0991]
10	[2.4206]	43	[1.0814]
11	[2.3336]	44	[1.0610]
12	[2.2508]	45	[1.0345]
13	[2.1720]	46	[1.0000]
14	[2.0969]	47	[1.0000]
15	[2.0256]	48	[1.0000]
16	[1.9578]	49	[1.0000]
17	[1.8933]	50	[1.0000]
18	[1.8322]	51	[1.0000]
19	[1.7745]	52	[1.0000]
20	[1.7199]	53	[1.0000]
21	[1.6683]	54	[1.0000]
22	[1.6197]	55	[1.0000]
23	[1.5738]	56	[1.0000]
24	[1.5307]	57	[1.0000]
25	[1.4902]	58	[1.0000]
26	[1.4522]	59	[1.0000]
27	[1.4167]	60	[1.0000]
28	[1.3839]	61	[1.0000]
29	[1.3535]	62	[1.0000]
30	[1.3252]	63	[1.0000]
31	[1.2991]	64	[1.0000]
32	[1.2750]	65	[1.0000]
33	[1.2526]	66	[1.0000]

[The Definition of Life Insurance Elected is the Cash Value Accumulation Test. The Death benefit factors are equal to one divided by the Net Single Premium (as defined in Code Section 7702(b).

We reserve the right to modify the Required Total Death Benefit Factors, retroactively if necessary, to ensure or maintain qualification of this policy as a life insurance contract for federal tax purposes, notwithstanding any other provisions of this policy to the contrary.] *{Include these statements for CVAT policies only}*

1.11 FACTORS APPLICABLE TO EXEMPT SUBACCOUNTS

[This section will include a separate page for each available Exempt Subaccount]

Fund Name	**[XYZ Select Fund]**
Valuation Date	[The first business day of each calendar month]
Investment Date	[The first business day of each calendar month]
Investment Notice Period	[10 days]
Full Liquidity Date	[The last business day of each calendar quarter]
Full Liquidity Notice Date	[60 calendar days before a Full Liquidity Date]
Full Liquidity Deferral Period	[60 calendar days]
Liquidity Reserve Factor	[10%]
Partial Liquidity Date	[Last business day of each calendar year after the first policy year]
Partial Liquidity Factor	[85%]
Partial Liquidity Notice Date	[75 calendar days before a Partial Liquidity Date]
Partial Liquidity Deferral Period	[75 calendar days]

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2 DEFINITIONS

"Account Value" is the sum of all the value in all the Subaccounts and the Loan Account, and is further defined in Section 7.

"Accredited Investor" is used with the meaning defined in Section 4(2) of Regulation D of the Securities Act of 1933.

"Attained Age" means, on any policy anniversary, the age of the person in question at his or her birthday nearest that date. That Attained Age will apply until the next anniversary. "Attained Age 121 of the younger Insured" or "younger Insured's Attained Age 121" refers to the date the younger Insured reaches or would have reached Attained Age 121 if the younger Insured had survived to that date.

"**Band 1 Premium** and **Band 2 Premium"** amounts are as shown in Section 1.2.

"Band 3 Premiums" are all Premiums received in a policy year in excess of the sum of the Band 1 Premium and Band 2 Premium amounts.

"Cash Surrender Value" is as defined in Section 10.1.

"Coverage Segment" means a schedule of face amounts, which may vary by policy year. The face amounts scheduled at the time the policy is issued comprise Coverage Segment 1, and are shown in Section 1.4. Additional Coverage Segments may be added after issue as described in Section 4.4.

The **"Death Benefit"** is an amount determined by the Scheduled Face Amount, the Death Benefit Option chosen, and the Required Total Death Benefit Factors. The Death Benefit is the amount applicable in the determination of Death Benefit Proceeds. The calculation of the Death Benefit is described in Section 4.

"**Death Benefit Proceeds**" are the amount payable on death of the Surviving Insured while the policy is In Full Force. They are equal to the Death Benefit less any outstanding Policy Debt and unpaid charges.

"Exempt Fund" means an investment account that is exempt from registration under exclusion 3(c)(1) or 3(c)(7) under the Investment Company Act of 1940.

"Exempt Subaccount" means a Subaccount that invests in an Exempt Fund. The following definitions apply to the Underlying Portfolios of certain Exempt Subaccounts:

- Net Exempt Fund Value: The sum of the value of all Exempt Funds on the Full Liquidity Date minus the Liquidity Reserve Value.
- Liquidity Reserve Factor: A factor applied to the value of the Exempt Fund to indicate the maximum portion of the value that may be held in reserve at time of surrender until the final audited result of the Fund is available.
- Liquidity Reserve Value: The value of the Exempt Fund times the Liquidity Reserve Factor.
- Investment Date: The date funds can be allocated to the Exempt Fund.
- Investment Notice Period: The number of days before the Investment Date You must give notice to Us that You intend to allocate funds to the Exempt Fund.
- Full Liquidity Date: The date when the full value of the Exempt Fund is available for surrender.
- Full Liquidity Notice Date: The number of days before a Full Liquidity Date You must give notice to Us that You intend to surrender the full value of the Exempt Fund.
- Full Liquidity Deferral Period: The number of days after a Full Liquidity Date the payment of the Net Exempt Fund Value may be deferred.
- Partial Liquidity Date: A date when an amount less than the full value of the Exempt Fund is available for withdrawal or transfer.
- Partial Liquidity Factor: A factor applied to the value of the Exempt Fund to indicate the portion of the value available for withdrawal or transfer.
- Partial Liquidity Notice Date: The number of days before a Partial Liquidity Date You must give notice to Us that You intend to withdraw or transfer funds from the Exempt Fund.
- Partial Liquidity Deferral Period: The number of days after a Partial Liquidity Date the withdrawal or transfer may be deferred.

To be eligible to invest in certain Exempt Subaccounts, in addition to being an Accredited Investor, You may also have to be a Qualified Purchaser, or a Qualified Client, or a Qualified Eligible Person, as applicable.

The time periods, dates and factor values can be found in Section 1.11 for each Exempt Subaccount to which they apply. The application of these factors is further described in Sections 9, 10 and 17.

"Fund" means either a Registered Fund or an Exempt Fund.

"Home Office" means Our office at 213 Washington Street, Newark, NJ 07102-2992.

"In Full Force" means the policy has not lapsed in accordance with Section 6 or terminated in accordance with any other section of this policy.

"Loan Account" means the portion of the total Account Value that secures the Policy Debt, as further described in Section 9.

"Net Cash Surrender Value" is as defined in Section 10.1.

"Net Premium" is as defined in Section 5.

"Non-Exempt Subaccount" means a Subaccount that invests in a "Registered Fund".

"Payment" means, unless otherwise stated, Payment at Our Service Center.

The **"Planned Premium"** is the amount of Premium, agreed to by Us, You tell Us You plan to pay. The amount initially identified in Your application is shown in Section 1.2.

The **"Policy Date"** is shown in Section 1 and is the date from which We measure policy anniversaries and Coverage Segment years and determine Processing Dates.

"Policy Debt" means the unpaid balance of all outstanding policy loans plus accrued interest charges on that loan, as further described in Section 9.

"Portfolio" or **"Underlying Portfolio"** means each series or investment pool of a Fund that corresponds with the specific investment objective of a Subaccount.

"Premium" means an amount paid to Us in consideration for the benefits of the policy. "Premiums" do not include amounts repaid on policy loans or designated to pay interest charges on outstanding loans.

"Processing Date" means the first day of a policy month in which periodic charges are deducted from the Account Value. The number of months between Processing Dates is shown in Section 1.6. The first Processing Date occurs that number of months after the Policy Date. A policy month shall begin on the day in each calendar month which corresponds to the day of the calendar month on which the Policy Date occurred. If the Policy Date is the 29th, 30th, or 31st day of a calendar month, then for any calendar month which has fewer days, the first day of the policy month will be the last day of such calendar month. The Policy Date is not a Processing Date. If the Processing Date is not a Valuation Date, it will occur on the next Valuation Date.

"Qualified Client" is used with the meaning defined in Rule 205-3 under the Investment Advisers Act of 1940.

"Qualified Eligible Person" is used with the meaning defined in Rule 4.7 under the Commodity Exchange Act.

"Qualified Purchaser" is used with the meaning defined in Section 2(a)(51) of the Investment Company Act of 1940.

"Registered Fund" means a series type mutual fund registered under the Investment Company Act of 1940 as an open-end diversified management investment company.

"Separate Account" means one or more separate investment accounts, established by Us pursuant to applicable law, in which You are eligible to invest under this policy.

"Service Center" is where We provide service to You. The name of Our Service Center is the Magnastar Service Center and its mailing address and telephone number are shown on the first page of this policy.

"Subaccount" means each division, with a specific investment objective, of a Separate Account.

"Subaccount Investment Options" means the list of currently available Subaccounts for the policy.

"Surviving Insured" means the Insured still living after the death of the first Insured to die.

"Valuation Date" means, for any Non-Exempt Subaccount, any date on which Our Service Center is open for business, the New York Stock Exchange is open for trading, and on which the Fund values its Portfolio.

The Valuation Date for an Exempt Subaccount will be specified in Section 1.11.

"Valuation Period" means the period of time from the beginning of the day following a Valuation Date to the end of the next following Valuation Date.

"We", **"Us"**, and **"Our"** refer only to the Pruco Life Insurance Company.

"Written Request" means, unless otherwise stated, a request in writing, signed by You and received by Us at Our Service Center.

"You" and **"Your"** refer only to the Owner of the policy.

3 EFFECTIVE DATE OF COVERAGE

The policy will take effect on the Policy Date shown in Section 1, but only if the following conditions are met:

1) The Minimum Initial Premium listed in Section 1.2 has been received by Our Service Center or by Our agent; and
2) At the time You accept delivery of the policy, the health of all persons insured under this policy remains as stated in the application; and
3) You are an Accredited Investor.

4 DEATH BENEFIT

We will pay the Death Benefit Proceeds upon receipt, at Our Service Center, of due proof that the death of the Surviving Insured occurred while this policy was In Full Force, subject to the terms and conditions of this policy. You must also provide Us with proof of the death of the first Insured to die before We will pay the Death Benefit Proceeds. Before the younger Insured reaches Attained Age 121, the Death Benefit of the policy is determined by the Scheduled Face Amount(s) for each Coverage Segment as shown in Section 1, the Death Benefit Option currently in effect, and any increase required to ensure that the policy will continue to qualify as life insurance under federal tax law.

4.1 DEATH BENEFIT PROCEEDS

The Death Benefit Proceeds are the amount payable if the death of the Surviving Insured occurs while this policy is In Full Force. Before the younger Insured reaches Attained Age 121, the Death Benefit Proceeds equal the Death Benefit of the policy as of the date of the Surviving Insured's death less any Policy Debt on the date of the Surviving Insured's death and any unpaid charges under Section 8. After the younger Insured reaches Attained Age 121, the Death Benefit Proceeds will equal the Account Value less any Policy Debt.

Any Death Benefit described above will be credited with interest. The amount will be the greater of:

1) Interest calculated in accordance with applicable laws; and
2) Interest calculated from the date of the Surviving Insured's death at a rate declared by Pruco Life.

4.2 DETERMINATION OF DEATH BENEFIT

The Death Benefit of the policy before the younger Insured reaches Attained Age 121 depends in part on which of the following Options is in effect. The Death Benefit Option and Scheduled Face Amounts appear in Section 1.

Option A: The Death Benefit is the greater of the sum of the Scheduled Face Amounts for all Coverage Segments or the amount described below.

Option B: The Death Benefit is the greater of the sum of the Scheduled Face Amounts for all Coverage Segments plus the Account Value on the date of death of the Surviving Insured, or the amount described below.

The Death Benefit of the policy will be increased if necessary to ensure that the policy will continue to qualify as life insurance under federal tax law. The Death Benefit will never be less than (i) the Account Value multiplied by (ii) the applicable Required Total Death Benefit Factor shown in Section 1.10.

A charge for any required increase in Death Benefit in effect on any Processing Date will be deducted from the Account Value on such date. Such charge will be determined as described in the Cost of Insurance Charge subsection of Section 8.

If You have elected the Cash Value Accumulation Test (as shown in "Definition of Life Insurance Elected" in Section 1), We reserve the right to modify the Required Total Death Benefit Factors, retroactively if necessary, to ensure or maintain qualification of this policy as a life insurance contract for federal tax purposes, notwithstanding any other provisions of this policy to the contrary.

If You have elected the Guideline Premium Test (as shown in "Definition of Life Insurance Elected" in Section 1) and We determine that the Premiums paid and applied by Us to the policy would cause the policy to be in violation of Section 7702 of the IRS Code or any successor provision, We reserve the right to either: (i) refund the excess Premium (unless such Premium is necessary to continue coverage) or (ii) increase the Death Benefit under the policy, retroactively if necessary, (and require evidence of insurability for such increase) so that at no time is the Death Benefit less than the lowest amount necessary to ensure or maintain qualification of this policy as a life insurance contract for federal tax purposes, notwithstanding any other provisions of this policy to the contrary.

After the Insured's Attained Age 121, the Death Benefit is equal to the Account Value.

4.3 CHANGE OF DEATH BENEFIT OPTION

Subject to Our approval, You may change the Death Benefit Option on Written Request. The change will be effective on the Processing Date on or following the day We receive Your Written Request at Our Service Center. If the Death Benefit Option is changed from Option A to Option B, the Face Amount will decrease by an amount equal to the Account Value just before the effective date of the change. The decrease in Face Amount may result in the application of a partial surrender charge as described at the end of Section 4.4.2. To change the Death Benefit Option, We may require a written application, signed by You and the Insureds, and proof of both Insureds' insurability. However, this change will not be permitted if the resulting Face Amount will be less than the Minimum Face Amount shown in Section 1.1. If the Death Benefit Option is changed from Option B to Option A, the Face Amount will increase by an amount equal to the Account Value just before the effective date of the change. We will issue a new Scheduled Face Amount page for the most recent Coverage Segment that applies the amount of this change to all future years of that schedule.

4.4 CHANGE OF FACE AMOUNT

Subject to Our approval, You may change the Face Amount Schedule if such request is made:

- before the younger Insured reaches Attained Age 121;
- not more than 30 days before any Processing Date;
- in writing while this policy is In Full Force; and
- subject to the additional provisions below.

4.4.1 Face Amount Increase

We must receive evidence satisfactory to Us that both Insureds are insurable according to Our normal rules of underwriting for this type of policy. The effective date of the increased Face Amount will be the first Processing Date on or following the date all applicable conditions are met, as determined by Us. An increase in Face Amount will result in a new Coverage Segment for the amount of the increase. For each Coverage Segment, there will be additional charges and factors as shown in Sections 1.4 through 1.9. We will issue a supplemental schedule of Face Amounts and of any revised policy factors. This information will include:

- the Premium Class;
- the effective date;
- the scheduled amount of the increase in Face Amount in the new Coverage Segment and the total Scheduled Face Amount of all current Coverage Segments after the increase;
- the guaranteed Cost of Insurance Rates if the new Coverage Segment is issued in a different Premium Class than the initial policy;
- a new Schedule 1.10 Definition of Life Insurance Death Benefit Factors for the entire policy if the new Coverage Segment is in a more favorable Premium Class than the initial Coverage Segment.
- the Band 1 Premium and Band 2 Premium amounts for the new Coverage Segment.

Limits on Face Amount Increase – An increase in Face Amount will be allowed only if it results in a Death Benefit increase no less than Our minimum limit in effect on the date of the request.

4.4.2 Face Amount Decrease

You may not decrease the Face Amount of any Coverage Segment before the second anniversary of the effective date of that Coverage Segment. The effective date of the decreased Face Amount will be the later of the requested effective date or the first Processing Date on or following the date We receive the Written Request. If there is more than one Coverage Segment in effect, the decrease will apply first to the most recent Coverage Segment that has been in effect for two years. If the decrease amount is greater than the most recent Coverage Segment that has been in effect for two years, the excess will be applied to successively earlier Coverage Segments.

A revised schedule of Face Amounts and other policy factors will be issued. This schedule will include the following information:

- the effective date of the decreased Face Amount;
- the Scheduled Face Amount of all current Coverage Segments after the decrease;
- the revised Band 1 Premium and Band 2 Premium amounts for affected prior Coverage Segments.

If a requested decrease reduces a Coverage Segment's current Face Amount below the initial amount for that segment, a surrender charge may be applied to the Account Value on the effective date of the change. The calculation of that charge is described in Section 10.

5 PAYMENTS

Premiums are payable at Our Service Center.

Premiums may be paid at any time before the younger Insured reaches Attained Age 121 while You continue to be an Accredited Investor and, for certain Exempt Subaccounts, while You are a Qualified Purchaser, or a Qualified Client, or a Qualified Eligible Person, as applicable, subject to the premium limitations below. The Planned Premium is the amount You identified in the application, or later changed by Written Request, which You plan to pay. Payment of the Planned Premium does not guarantee that the policy will remain In Full Force. A Premium reminder notice for Planned Premiums will be sent to You at the beginning of each payment interval.

Any Payment received prior to the Policy Date will be processed as if received on the Policy Date. All other Payments will be processed as of the day in which the Payment is received at Our Service Center. Exempt Subaccounts may restrict the dates on which new Premiums may be allocated. For Payments designated for Exempt Subaccounts, You must give Us notice in advance of the intended Payment. The number of days in advance is specified in Section 1.11 as the Investment Notice Period for such Fund. A Payment for such Fund will be allocated initially to the Money Market Portfolio, until the next Investment Date following the Investment Notice Period.

When We receive a Payment, We first deduct any amount specified by You as payment of accrued interest on loans then due under Section 9 and any amount specified by You as loan repayment. The remainder will constitute Premium. We then deduct all of the applicable charges listed in Section 1.5 under "Policy Charges Deducted from Premium Payments," as described in Section 5.1. The remainder will constitute Net Premium.

You may pay Premiums in an amount other than the Planned Premium at any time while the policy is In Full Force. At Our option, We may either: (i) refuse any Premium that causes the policy to be in violation of Section 7702 of the Internal Revenue Code or any successor provision (unless such Premium is necessary to continue coverage); (ii) refuse any Premium if, in Our sole discretion, We determine that You have ceased to be an Accredited Investor; or (iii) require evidence of insurability for any increase in the Death Benefit under Section 4.2 that would be required by Our acceptance of any Premium. In the case of (ii) or (iii), no Premium will be applied until acceptable evidence is received.

If You cease to be an Accredited Investor:

1) You may not pay any additional Premiums; and
2) You must surrender this policy immediately if You cease to be an Accredited Investor.

5.1 CALCULATION OF PREMIUM LOADS

5.1.1 Application of Premium Load Factors

Premiums received in the first policy year, up to the Band 1 Premium amount shown in Section 1.2 will be charged the Band 1 load shown in Section 1.5. First year Premiums in excess of the Band 1 Premium, up to a maximum additional amount equal to the Band 2 Premium, will be charged the Band 2 load. First year Premiums in excess of the sum of the Band 1 Premium and Band 2 Premium amounts will be charged the Band 3 load.

For Premiums received in each subsequent year, Premium loads will be calculated on the following basis:

1) If, in any of the previous four policy years, total Premiums paid were less than the Band 1 Premium, the new Premium will first be allocated to the oldest such year, up to the amount of such difference. The Band 1 load for that year will be applied to the portion of the Premium allocated to that year.
2) The remainder of the Premium will be allocated in the same fashion successively to each more recent year in which the Band 1 Premium exceeded the Premiums paid. The Band 1 load for each such year will be applied to the portion of the Premium allocated to that year.
3) The Band 2 load will be applied to any remaining excess of the Premium over the Band 1 Premium for the current year, up to the Band 2 Premium amount.
4) Remaining Premiums in excess of the sum of the Band 1 Premium and Band 2 Premium will be charged the Band 3 load.

5.1.2 Premium Loads with Multiple Coverage Segments

If the policy has more than one Coverage Segment, the policy Total Band 1 Premium and policy Total Band 2 Premium are defined as the sum of the Band 1 Premiums and Band 2 Premiums respectively for all Coverage Segments. Premiums received up to the policy Total Band 1 Premium will be allocated for the purpose of determining the applicable Band 1 Premium loads in the following order:

1) first to the Band 1 Premium of the most recently added Coverage Segment;
2) then to the Band 1 Premium of successively earlier Coverage Segments.

The premium load applied to any policy Total Band 2 Premium received will equal the weighted average of the current Band 2 Premium loads. The premium load applied to any Premium received in excess of the sum of the policy Total Band 1 Premiums and policy Total Band 2 Premiums will equal the weighted average of the Band 3 Premium Loads. These composite loads for each of Band 2 Premium and Band 3 Premium will be weighted according to the initial Face Amount for each Coverage Segment.

6 GRACE PERIOD AND LAPSE

If the Account Value less Policy Debt on a Processing Date is not sufficient to cover the current deduction as described in Section 8, a grace period of 61 days from the date a notice is sent to You will be allowed for the Payment of sufficient Premium to keep Your policy In Full Force.

At the start of the grace period, We will send notice to You at Your last known address and to any assignee of record. The notice will state the due date and the amount of Premium required for Your policy to remain In Full Force. The minimum that must be received by the due date will be equal to the charges for a Processing Period (but not less than three times the charges for one month) as described in Section 8 and calculated as of the Processing Date when the deficiency occurred, plus the applicable Premium Load. Net Premiums We receive during the grace period will be applied to Your policy according to Your most recent Subaccount Investment Option choices provided You are an Accredited Investor and, for certain Exempt Subaccounts, a Qualified Purchaser, or Qualified Client, or Qualified Eligible Person, as applicable. There is no penalty for paying a Premium during the grace period. When Payment is received, any charges which are past due and unpaid will be deducted from the Account Value.

Your policy will remain In Full Force during the grace period. If sufficient Premium is not paid by the end of the grace period, a lapse will occur. Upon lapse, the policy will terminate with no value. If the death of the Surviving Insured occurs during the grace period, the Death Benefit Proceeds will be reduced by any overdue charges.

No Rider provisions will be in effect after the policy ceases to be In Full Force.

7 ACCOUNT VALUE

The Account Value as of the end of any Valuation Period is the sum of (a) and (b) below where:

(a) is the sum of the value of all Subaccounts. The value of each Subaccount is equal to the number of shares in such Subaccount at the end of the Valuation Period multiplied by the unit value of such Subaccount at the end of the Valuation Period.

(b) is the amount of the Loan Account, as defined in Section 9.

7.1 Number of Shares in Subaccounts

When transactions are made that affect a Subaccount, dollar amounts are converted to number of shares. The number of shares for a transaction is determined by dividing the dollar amount of the transaction by the unit value of the Subaccount as of the end of the Valuation Period in which the transaction occurs.

The number of shares increases when:

1) any portion of a Net Premium is credited to that Subaccount;
2) transfers from other Subaccounts are credited to that Subaccount;
3) any portion of a loan is repaid and credited to that Subaccount.

The number of shares in a Subaccount decreases when:

1) any portion of a loan is taken from that Subaccount;
2) any portion of interest on the Policy Debt is taken from that Subaccount;
3) any portion of the charges described in Section 8 is deducted from that Subaccount;
4) any portion of a partial withdrawal is made from that Subaccount; or
5) a transfer is made from that Subaccount to another Subaccount.

7.2 Unit Value of Subaccounts

The unit value will vary from Valuation Date to Valuation Date to reflect the investment performance of the underlying Portfolio in which the Subaccount invests. The unit value in any Subaccount is $10.00 (ten dollars) on the first Valuation Date for the Subaccount. The unit value at the end of any subsequent Valuation Period is equal to the unit value at the end of the immediately preceding Valuation Period multiplied by the Net Investment Factor, defined below, for that Subaccount for that Valuation Period.

7.3 Net Investment Factor

The Net Investment Factor is determined for each Subaccount for each Valuation Period. The Net Investment Factor is calculated as 1 plus the quantity A divided by B, where:

A is the amount of investment income and capital gains and losses (realized and unrealized) of the Portfolio; minus any amount charged against the Subaccount for taxes paid; and

B is the total value of the Subaccount at the end of the prior Valuation Period.

8 CHARGES

On the Policy Date and on every Processing Date before the younger Insured reaches Attained Age 121, We will deduct, in order, N times each of the charges (a) through (d) from the Account Value, where:

N is the number of months in a Processing Period, as shown in Section 1.6; and

(a) is the monthly per $1000 charges for each Coverage Segment and the policy fee as shown in Section 1.6.1;

(b) is the Mortality & Expense Risk Charge as described below;

(c) is the Cost of Insurance Charge as described below, including the charge for any ratings; and

(d) is the charge for any riders included with this policy.

On every Processing Date on and after the younger Insured attains Age 121, We will deduct N times: (a) the policy fee as shown in Section 1.6.1; plus (b) the Mortality & Expense Risk Charge as described below.

8.1 MORTALITY AND EXPENSE RISK CHARGE

The Mortality and Expense Risk Charge (M&E Risk Charge) is assessed to compensate Us for the risk We assume that mortality, expenses and other costs of providing Your policy will be greater than estimated. Beginning on the Policy Date and on every Processing Date thereafter, the M&E Risk Charge will be calculated as a percentage of the unloaned Account Value. The maximum monthly percentage factor used is shown for each Coverage Segment year in Section 1.6.2. If there is more than one Coverage Segment In Full Force, the M&E Risk Charge percentage will be the weighted average of the rate for the current duration of each Coverage Segment. The average will be weighted by the initial Face Amounts of each Coverage Segment.

8.2 COST OF INSURANCE CHARGE

A Cost of Insurance Charge is deducted on the Policy Date and each Processing Date for each Coverage Segment. The monthly Cost of Insurance Charge for each segment equals (1) times (2), where:

1) is the applicable monthly Cost of Insurance Rate on that date divided by 1,000, and
2) is the Net Amount at Risk on that date for that Coverage Segment.

Each Cost of Insurance Charge is deducted in advance of the insurance coverage to which it applies.

8.2.1 Cost of Insurance Rates

The Cost of Insurance Rates are based on a number of factors, including each Insured's Age, Premium Class, sex, and the Coverage Segment duration. The current Cost of Insurance Rates will be determined by Us. These rates will not exceed the Guaranteed Maximum Monthly Cost of Insurance Rates shown in Section 1.7.

8.2.2 Net Amount at Risk

The total Net Amount at Risk is the amount determined by subtracting (a) from (b) where:

(a) is the Account Value at the end of the immediately preceding Processing Period, or the Policy Date if being determined on that Date, less the policy fee, per $1000 charges, and M&E Risk Charges due on the Policy Date or Processing Date;

(b) is the total Death Benefit as of the Policy Date or Processing Date divided by the sum of one and the equivalent of an annual effective interest rate of 4% for the number of months in the Processing Period.

When more than one Coverage Segment is in effect, the total Net Amount at Risk will be allocated first to the most recent Coverage Segment. Any excess of the total over the current Face Amount of that Coverage Segment is then allocated to the successively earlier Coverage Segments.

8.3 FACTORS SUBJECT TO CHANGE

Premium Load Percentages, Administrative Charges, Surrender Charge Factors, Cost of Insurance Rates, Mortality and Expense Risk Charge Rates, and Policy Loan Factors may change from time to time subject to the maximums shown in Section 1. In deciding whether to change any of these charges, We will periodically consider factors such as Our expectations of future mortality rates, investment earnings, persistency experience, applicable federal, state, and local taxes, and operating expenses to see if a change in Our assumptions is needed. Changes in these factors will be by class. All changes will be determined only prospectively; that is, We will not recoup prior losses or distribute prior gains by means of these changes.

9 LOANS

You may borrow money from Us on receipt at Our Service Center of a completed form satisfactory to Us, assigning the policy as the only security for the loan.

9.1 LOANABLE VALUE

Loans may be made if a Loanable Value is available and the policy is not in a grace period as defined in Section 6. Each loan must be for at least $1,000. We may defer loans as provided by law or as provided in Section 17. The request for a loan from an Exempt Subaccount must be received by Us no later than the Full Liquidity Notice Date for such Subaccount. The loan will then be processed as of the next Full Liquidity Date.

The total Loanable Value while the Policy is In Full Force will be equal to the greater of 90% of the Cash Surrender Value and (a) minus (b) where:

(a) is the Cash Surrender Value;

(b) is 12/N times the sum of all charges, described in Section 8, deducted from the Account Value for the processing period in which the loan is obtained where N is the number of months in a Processing Period.

The amount of current loan available will be the Loanable Value on the date of the loan less the amount of any existing Policy Debt.

9.2 LOAN ALLOCATION

The amount of the loan will be removed from the Subaccounts specified in Your request and added to the Loan Account. If no Subaccount is specified, the amount of the loan will be deducted in proportion to the value of Your policy investment in each Non-Exempt Subaccount on the date such loan is made. If there is not enough value in the Non-Exempt Subaccounts, You must specify the Exempt Subaccount from which the balance of the loan will be removed. Any amounts removed from an Exempt Subaccount will be subject to the deferral provisions in Section 17.

9.3 INTEREST CHARGED

For a policy with only one Coverage Segment in effect, the effective annual rate of loan interest charged on Policy Debt for any policy year is as shown in Section 1.8. If there is more than one Coverage Segment in effect, the rate of loan interest charged will be the weighted average of the rate for the current duration of each Coverage Segment. The average will be weighted by the initial Face Amounts of each Coverage Segment. The loan interest charge will accrue daily and will be payable on each policy anniversary and on the date of any loan repayment.

The “net loan charge” is the excess of the current Policy Debt over the current Loan Account on the policy anniversary and on the date of any loan repayment. If loan interest is not paid in cash when due, the net loan charge will be deducted from Subaccounts and transferred to the Loan Account according to the following priorities:

- First from any Non-Exempt Subaccounts You have designated for allocation of policy charges, to the extent that current value is available.
- In the absence of such instructions, or if there is not enough value in the designated Subaccounts, the balance will be deducted in proportion to the value of Your current policy investment in each Non-Exempt Subaccount on the date of the charge.
- If there is not enough value in all Non-Exempt Subaccounts, any remaining balance will be deducted from Exempt Subaccounts specified for policy charges, or if none specified, in proportion to the value of Your current policy investment in each Exempt Subaccount with the shortest Partial Liquidity Deferral Period.

9.4 LOAN REPAYMENT

When a loan is made, the amount of the loan will be transferred to the policy’s Loan Account. Upon loan repayment, the Loan Account will be reduced by the amount of the repayment less the net loan charge, as defined above, as of the date of repayment. The loan repayment will be allocated to the appropriate Subaccounts as stipulated in Your then current election of Subaccount Investment Options provided that, for certain Exempt Subaccounts, Your loan repayment will be allocated to that Exempt Subaccount only if You are a Qualified Purchaser, or Qualified Client, or Qualified Eligible Person, as applicable.

The policy Loan Account balance is equal to the Policy Debt on any anniversary or loan repayment date. The policy’s Loan Account balance on any other date is:

1) The Loan Account on the prior Anniversary or loan repayment date; plus
2) The amount of any additional loans since the prior Anniversary or loan repayment date; less
3) The amount of any loan repayments since the prior Anniversary or loan repayment date; plus
4) The amount of any interest credited at an effective annual interest rate shown in Section 1.8.

As long as You continue to be an Accredited Investor, a loan may be repaid in full or in part at any time before the Surviving Insured’s death, and while the policy is In Full Force. All Payments We receive will be treated as new Premiums unless designated as a loan repayment.

9.5 EXCESS INDEBTEDNESS

When excess indebtedness occurs, the policy will terminate on the 61st day after the Notice Date if such excess has not been repaid by that day. “Excess indebtedness” is the amount, if any, by which Policy Debt exceeds an amount equal to the Account Value less any applicable surrender charge. “Notice Date” is the date on which notice of excess indebtedness is mailed to You and any assignee of record with Us at the address last known to Us. The notice will specify how much needs to be paid to keep the policy from terminating.

9.6 POLICY LOAN FACTORS

Policy Loan Factors are the Annual Interest Crediting Rate for Loan Account, and the Annual Interest Rate Charged on Policy Debt Balances. The current Policy Loan Factors will be determined by Us from time to time. The Annual Interest Crediting Rate for Loan Account will never be less than the rate stated for the current policy year in Section 1.8. The Annual Interest Rate Charged on Policy Debt Balances will never be greater than the rate stated for the current policy year in Section 1.8. We will notify You at the time a cash loan is made of the initial Annual Interest Rate Charged on Policy Debt Balances. If You have any existing Policy Debt, We will send You reasonable advance notice of any increase in the Annual Interest Rate Charged on Policy Debt Balances. No policy will terminate in a policy year as the sole result of a change in the interest rate during that policy year.

10 SURRENDERS AND WITHDRAWALS

10.1 SURRENDER

The “Net Cash Surrender Value” is the Cash Surrender Value less any Policy Debt.

The “Cash Surrender Value” is the Account Value less any Surrender Charge.

Upon Written Request while either Insured is living You may surrender this policy for its Net Cash Surrender Value. If all the Account Value is in Non-Exempt Subaccounts or the Loan Account, the policy will terminate on the date the request is received. If a portion of the Account Value is in an Exempt Subaccount, the notice must be received by a Full Liquidity Notice Date, and the policy will terminate on the next Full Liquidity Date. Surrender will be made in accordance with the Deferral of Payments provisions of Section 17.

You must surrender this policy immediately if You cease to be an Accredited Investor. If, in Our sole discretion, We determine that You have ceased to be an Accredited Investor, We will arrange to surrender the policy on Your behalf.

If shown in Section 1.9, a Surrender Charge will be deducted from the Account Value upon surrender of the policy. Each Coverage Segment will have a corresponding Surrender Charge. If there are multiple Coverage Segments and if there is a decrease in the Face Amount such decrease will be applied to Coverage Segments as described in Section 4.4.2. If there is a decrease in the Face Amount of a Coverage Segment, the Surrender Charge will not be applied as long as the Face Amount of the Coverage Segment immediately after the decrease is as least as great as the initial Face Amount for that Coverage Segment. If a decrease in Face Amount, including a decrease due to withdrawals, reduces the Face Amount of a Coverage Segment below the initial Face Amount for that Coverage Segment, a pro-rata Surrender Charge will be deducted from the Account Value. The pro-rata charge will equal the product of A times B, where:

A is the Surrender Charge Factor for the current Coverage Segment duration shown in 1.9; and

B is the initial Coverage Segment Face Amount (or, if there have been previous decreases in the Coverage Segment, the lowest face amount considered in computing the surrender charge for a previous decrease) minus the new Coverage Segment Face Amount.

10.2 WITHDRAWALS

You may request a withdrawal of part of the Net Cash Surrender Value. You may specify the Subaccounts from which the withdrawal will be taken. In the absence of such request, the amount of the withdrawal will be removed in proportion to the value of Your policy investment in each Non-Exempt Subaccount on the date such withdrawal is made. Each withdrawal must be at least $1,000. We may limit the number of withdrawals to 12 in a policy year.

Withdrawals from Exempt Subaccounts will be permitted only on the following basis, because of the limited marketability of assets in Exempt Funds:

- A withdrawal request must be made by a Partial Liquidity Notice Date. The withdrawal will then be made as of the next Partial Liquidity Date for the Subaccount.
- The maximum withdrawal as of a Partial Liquidity Date is equal to the policy's value in that Subaccount as of that date multiplied by the Partial Liquidity Factor for that Subaccount.

The payment of the withdrawn amount may be deferred in accordance with the Deferral of Payments provisions of Section 17.

All amounts withdrawn will be subtracted from Your Account Value. Further, Your Death Benefit will be affected as follows, depending on the Death Benefit Option in effect:

Death Benefit Option A - the Face Amount will be reduced by the amount necessary so that the Net Amount at Risk, as described in section 8.2.2, is no greater than the Net Amount at Risk immediately before the withdrawal.

Death Benefit Option B - the Death Benefit will only be affected to the extent that the Account Value will be reduced by all amounts withdrawn. Withdrawals will not affect the Face Amount.

Your Death Benefit will continue to be determined in accordance with Section 4, subject to these provisions.

11 BASIS OF COMPUTATIONS

Minimum surrender values, reserves and net single premiums referred to in the policy, if any, are computed on the basis of the Commissioners 2001 Standard Ordinary Mortality Tables with percentage ratings, if applicable, and based on the Premium Class of each Insured on the Policy Date. The computations are made using interest at the rate of 4% a year.

The Account Value while the policy is In Full Force is computed as described in Section 7. A detailed statement of the method of computation of values has been filed with insurance supervisory officials of the jurisdiction in which this policy has been delivered. The values are not less than the minimum values under the law of that jurisdiction. Any values, reserves and Premiums applicable to any rider for an additional benefit shall be specified in the rider and have no effect in determining the values available under the provisions of this Section 11.

12 THE SEPARATE ACCOUNTS

The assets of any Separate Account are the property of the Company. They shall be available to cover liabilities of Our general account only to the extent that the assets of any Separate Account exceed the liabilities of such Separate Account arising under the variable life insurance policies supported by such Separate Account.

Each Separate Account is divided into several divisions called Subaccounts. Each Subaccount invests in shares of the corresponding Underlying Portfolio of a Fund. The investment performance of a policy depends on the performance of the corresponding Underlying Portfolios for the Subaccounts chosen. The income, gains, or losses, realized or unrealized, are credited to or charged against the assets held in each Separate Account without regard to the Company's other income, gains, or losses.

When permitted by law, and subject to any required notice to You and approval by regulatory authorities or policy owners, We have the right to make the following changes:

- Establish additional Subaccounts;
- Substitute new Subaccounts;
- Merge existing Subaccounts;
- Eliminate Subaccounts;
- Close existing Subaccounts to new investments;
- Change the investment policy of a Subaccount;
- Register or de-register a Separate Account under the Investment Company Act of 1940; and
- Change the name of a Separate Account.

We may operate any Separate Account as a managed investment company or a unit investment trust, or in any other form permitted by law, either registered or exempt from registration under the Investment Company Act of 1940.

If any change results in a material change in the Underlying Portfolios corresponding to the Subaccounts to which the Account Value for this policy are allocated, We will notify You of such change. You may then make a new election under Section 13.

13 ALLOCATION TO SUBACCOUNTS

The assets of the Subaccounts will be invested in shares of corresponding Portfolios. The Portfolios will be valued at the end of each Valuation Period at a fair value in accordance with applicable law. We will deduct liabilities attributable to a Subaccount when determining the value of a Subaccount. The Portfolios available on the Policy Date of this policy are shown in the application. Your ability to allocate Net Premiums or loan repayments or transfer assets to a Subaccount may be restricted if You are not an Accredited Investor and, for certain Exempt Subaccounts, a Qualified Purchaser, or Qualified Client, or Qualified Eligible Person, as applicable.

13.1 Allocation Of Premiums Received Prior To The End Of The Right To Cancel Period

All Net Premiums credited to the Account Value prior to the end of the Right to Cancel period, as shown on page 1, will automatically be invested in the Money Market Portfolio. On the 5th day after the end of the Right to Cancel period, We will reallocate the amount in the Money Market Portfolio in accordance with the Subaccount Investment Options as chosen by You and shown in the application for this policy provided You are an Accredited Investor and, for certain Exempt Subaccounts, a Qualified Purchaser, or Qualified Client, or Qualified Eligible Person, as applicable.

13.2 Future Premium and Charge Allocations

We will allocate future Net Premiums and other credits among the Subaccounts in accordance with Your election of Subaccount Investment Options provided You are an Accredited Investor and, for certain Exempt Subaccounts, a Qualified Purchaser, or Qualified Client, or Qualified Eligible Person, as applicable. You may elect to change the Subaccount Investment Options chosen at any time. A change will apply to Premiums received by Us after the day in which We receive notice satisfactory to Us. We may limit the number and frequency of such changes to no more than one during a Valuation Period nor more than 12 in a policy year. All percentages must be expressed as whole numbers. The minimum percentage that may be allocated to any Subaccount and the maximum number of Subaccounts in which assets may be held will be subject to Our administrative rules in effect at the time of election.

We will allocate any charges under Section 8 to the Subaccounts You specify. In the absence of specific instructions, or if there is insufficient value in the designated Subaccounts, We will allocate charges among Non-Exempt Subaccounts in proportion to the value of Your policy investment in each Non-Exempt Subaccount on the date of the charge. If there is not enough value in all Non-Exempt Subaccounts, any remaining charge will be deducted from Your current policy investment in the Exempt Subaccount with the shortest Partial Liquidity Deferral Period.

13.3 Transfers

You may elect to transfer assets held in the Subaccounts to any other Subaccount without charge provided You are an Accredited Investor and, for certain Exempt Subaccounts, a Qualified Purchaser, or Qualified Client, or Qualified Eligible Person, as applicable. We may limit the number and frequency of such transfers to no more than one during a Valuation Period nor more than 12 in a policy year. A transfer will be effective at the end of the Valuation Period in which We receive notice satisfactory to Us at Our Service Center. However, Subaccount transfers will not be made if the policy is in a grace period.

We may also restrict the number, timing and amount of transfers in accordance with Our rules if Your transfer activity is determined by Us to be disruptive to the investment option or to the disadvantage of other policy Owners. We may prohibit transfer requests made by an individual acting under a power of attorney on behalf of more than one policy Owner.

13.4 Special Considerations for Allocations to Exempt Funds

Net Premiums and Subaccount transfer requests to be allocated to an Exempt Subaccount will only be processed on an Investment Date for such Fund provided You are an Accredited Investor and, for certain Exempt Subaccounts, a Qualified Purchaser, or Qualified Client, or Qualified Eligible Person, as applicable. To be processed on that date, We must receive the following:

1) Notice no later than the Investment Notice Date of the amount of new Premium or transfer intended to be allocated; and
2) Receipt of new Premium by the Investment Date.

Transfers out of an Exempt Subaccount will also be subject to the limitations on timing and amount described in Section 17.

14 ANNUAL REPORT TO OWNER

While the policy is In Full Force, We will annually furnish a statement to the Owner which shows:

1) The Death Benefit, in accordance with the Death Benefit Option elected, and the Account Value, all as of the date of the report;
2) Payments received and charges made since the last report;
3) Withdrawals since the last report;
4) Loan information; and
5) Any other information required by state law and regulation.

15 REINSTATEMENT

If the policy lapses under Section 6, it may be reinstated within 3 years after the beginning of the grace period.

The date of reinstatement is the date on which We determine that all 4 requirements below have been satisfied:

1) Receipt of a written application for reinstatement.
2) Receipt of evidence of insurability of all Insureds satisfactory to us.
3) Receipt of a Payment which, after deduction of all applicable Premium Loads listed in Section 1.5 is at least equal to the sum of (i) all charges described in Section 8 that were unpaid on the date of lapse; plus (ii) the total of all Section 8 charges for the Processing Period (but not less than three policy months) next following the date of reinstatement.
4) Receipt of evidence that You are an Accredited Investor and, if You elect to allocate Net Premiums to certain Exempt Subaccounts, a Qualified Purchaser, or Qualified Client, or Qualified Eligible Person, as applicable.

Requirements (2), (3) and (4) above must be satisfied within 60 days after the date We receive the application for reinstatement.

On the date of reinstatement (i) the Death Benefit of the policy will be the same as if no lapse had occurred and (ii) the policy will have a Loan Account equal to any Loan Account on the date of lapse.

The Account Value on the date of reinstatement will be the Account Value on the date of lapse plus the Net Premium received in connection with the reinstatement less the sum of all Section 8 charges that were unpaid on the date of lapse.

The Surrender Charges on the date of reinstatement will be equal to any Surrender Charges applicable as of the current duration of the reinstated policy and Coverage Segments.

16 OWNER AND BENEFICIARY

16.1 OWNER

The Owner of this policy is as shown in the Policy Specifications or in a later Written Request. The Owner must be an Accredited Investor. If there are two or more Owners, they all must be Accredited Investors and they will own this contract as joint tenants with right of survivorship. You shall have the sole and absolute power to exercise all rights and privileges without the consent of any other person unless You provide otherwise by Written Request. All rights of the owner are subject to the rights of any recorded assignee and any irrevocable beneficiary, as further described below.

16.2 ASSIGNMENT

There are certain restrictions and limitations relating to transferability of this policy because it is being issued without registration under the Securities Act of 1933 in reliance on an exemption from registration under Section 4(2) and Regulation D of the Act. You may not assign, sell, or transfer it without Our prior consent. A request for assignment or transfer must be in writing on a form that meets Our needs. An assignment will take place only when accepted and recorded at Our Service Center. When recorded, the assignment will take effect as of the date the Written Request was signed. Any rights created by the assignment will be subject to any payments made or actions taken by Us before the change is recorded. We will not be responsible for the validity of any assignment. Each assignee may need to meet the same eligibility criteria as the Owner.

16.3 BENEFICIARY

The beneficiary is named by You in the application to receive the Death Benefit Proceeds. The interest of any beneficiary will be subject to any assignment. If You have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Surviving Insured.

The interest of a beneficiary who does not survive to receive payment will pass to the surviving beneficiaries in proportion to their share in the proceeds, unless otherwise provided. If no beneficiaries survive to receive payment, the Death Benefit Proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive to receive payment.

16.4 CHANGES

While either Insured is alive, You may change the Owner and Beneficiary by Written Request on a form that meets Our needs. You may also revoke any change of Owner prior to its effective date by Written Request. The new Owner must be an Accredited Investor. You may designate an irrevocable beneficiary whose rights under the policy cannot be changed without his or her consent. Depending on the rights given to an irrevocable beneficiary, such beneficiary may be required to be an Accredited Investor.

No change or revocation will take effect unless We acknowledge receipt of the notice. If such acknowledgment occurs, then (i) a change of Beneficiary will take effect on the date the notice is signed, and (ii) a change or a revocation of Owner will take effect as of the date specified in the notice, or if no such date is specified, on the date the notice is signed. A change or revocation will take effect whether or not You or the Surviving Insured is alive on the date We acknowledge receipt. A change or revocation will be subject to the rights of any assignee of record with Us and subject to any payment made or other action taken by Us before We acknowledge receipt.

17 DEFERRAL OF DETERMINATIONS AND PAYMENTS

During any period when the New York Stock Exchange is closed for trading (except for normal holiday closings) or when the Securities and Exchange Commission ("the SEC") has determined that a state of emergency exists which may make payment impractical, or the SEC by order permits postponement for the protection of Our policyholders, We reserve the right to do the following:

(1) To defer determination of the Account Value, and if such determination has been deferred, to defer:
   (a) determination of the loanable value as defined in Section 9 as of the end of the day We receive the loan application at Our Service Center, and payment of the loan; and
   (b) payment or application of any Death Benefit Proceeds.

(2) To defer determination, application, processing or payment of a Surrender Value or any other policy transaction dependent upon Account Value.

Additional deferrals may apply to payment of Account Values allocated to Exempt Subaccounts, because of restricted marketability of assets in the Underlying Portfolios.

(1) For policy surrenders including values from an Exempt Subaccount, for withdrawals of the full value of an Exempt Subaccount, and for transfers of the full value of an Exempt Subaccount to a different Subaccount, payment of an Exempt Subaccount value less any applicable Liquidity Reserve Value will be made no later than seven days after the Full Liquidity Deferral Period following the Full Liquidity Date on which the surrender or withdrawal or transfer is effective. The Liquidity Reserve Value is no greater than the Liquidity Reserve Factor for an Exempt Subaccount times the value of the policy

investment in such Subaccount. The final payment of the Liquidity Reserve Value may be deferred until a date no later than the later of: thirty days after the completion of the annual audit of the Exempt Subaccount and thirty days after the date to which the Fund may defer payment in accordance with any discretionary authority granted to the Fund as part of its investment management responsibilities. The payment at that time may be greater than or less than the initially estimated amount, based on the audited results of the Underlying Portfolio.

(2) For policy loans including values from an Exempt Subaccount, payment of an Exempt Subaccount value less any applicable Liquidity Reserve Value will be made no later than seven days after the Full Liquidity Deferral Period following the Full Liquidity Date on which the policy loan is effective. The Liquidity Reserve Value is no greater than the Liquidity Reserve Factor for an Exempt Subaccount times the value of the policy investment in such Subaccount. The final payment of the Liquidity Reserve Value may be deferred until a date no later than the later of: thirty days after the completion of the annual audit of the Exempt Subaccount and thirty days after the date to which the Fund may defer payment in accordance with any discretionary authority granted to the Fund as part of its investment management responsibilities. The payment at that time may be greater than or less than the initially estimated amount, based on the audited results of the Underlying Portfolio.

(3) For withdrawals of a partial value of an Exempt Subaccount, and for transfers of a partial value of an Exempt Subaccount to a different Subaccount, payment of an Exempt Subaccount value will be made no later than the later of: seven days after the Partial Liquidity Deferral Period following the Partial Liquidity Date on which the withdrawal or transfer is effective and thirty days after the date to which the Fund may defer payment in accordance with any discretionary authority granted to the Fund as part of its investment management responsibilities. The Exempt Subaccount value available for withdrawal or transfer as of a Partial Liquidity Date is no greater than the value of the policy investment in that Exempt Subaccount as of that date multiplied by the Partial Liquidity Factor for that Exempt Subaccount.

(4) For payment of Death Benefit Proceeds including values from an Exempt Subaccount, payment of an Exempt Subaccount value less any applicable Liquidity Reserve Value will be made no later than seven days after the Full Liquidity Deferral Period following the Full Liquidity Date following the date We receive due proof of the Surviving Insured's death. The Liquidity Reserve Value is no greater than the Liquidity Reserve Factor for an Exempt Subaccount times the value of the policy investment in such Subaccount. The final payment of the Liquidity Reserve Value may be deferred until a date no later than the later of: thirty days after the completion of the annual audit of the Exempt Subaccount and thirty days after the date to which the Fund may defer payment in accordance with any discretionary authority granted to the Fund as part of its investment management responsibilities. The total payments, including the final payment, may be greater than or less than the Death Benefit Proceeds, based on the audited results of the Underlying Portfolio.

Except as provided in this provision We will make payment of the Death Benefit, any Net Cash Surrender Value, any withdrawal, or any loan amount within 7 days of the date it becomes payable.

18 CLAIMS OF CREDITORS

The proceeds and any income payments under the policy will be exempt from the claims of creditors to the extent permitted by law. These proceeds and payments may not be assigned or withdrawn before becoming payable without Our written agreement.

19 INCONTESTABILITY

This policy, except any provision for reinstatement or policy change requiring evidence of insurability, shall be incontestable after it has been In Full Force during the lifetime of each Insured for two years from its Policy Date, unless fraud is involved and except for policy termination under Section 9 or policy lapse under Section 6.

A reinstatement and any policy change requiring evidence of insurability shall be incontestable after it has been In Full Force during the lifetime of each Insured for two years from the effective date of such reinstatement or policy change, unless fraud is involved and except for policy termination under Section 9 or policy lapse under Section 6.

Any new Coverage Segment as described in Section 4.4 shall be incontestable after it has been In Full Force during the lifetime of each Insured for two years from the effective date of such Coverage Segment, unless fraud is involved and except for policy termination under Section 9 or policy lapse under Section 6.

Any Premium Payment which We accept under Section 5 subject to insurability shall be considered a policy change for purposes of this Section. Any increase in the Death Benefit resulting from such Payment shall be incontestable after it has been In Full Force during the lifetime of each Insured for two years from the effective date of such increase in the Death Benefit.

20 MISSTATEMENTS

If the age or sex of either Insured has been misstated, We will adjust the Face Amount, and every other benefit payable upon death to that which would have been purchased at the correct age or sex by the most recent Cost of Insurance charge deducted under Section 8.

21 SUICIDE EXCLUSION

If an Insured commits suicide, while sane or insane, within 2 years from the Policy Date, the policy will terminate on the date of such suicide and We will pay (in place of all other benefits, if any) an amount equal to the Premiums paid less the amount of any Policy Debt on the date of death and less any withdrawals under Section 10. Coverage under the policy and all riders will then terminate. However, if there is a Surviving Insured, We will make a new individual policy available on the life of that Surviving Insured.

The Face Amount, issue age, Policy Date, original risk class, and duration will be the same as this policy. The new policy will not take effect unless all premiums due since the Policy Date are paid to us within 31 days after we notify You of the availability of the new policy.

If an Insured commits suicide, while sane or insane, after 2 years from the Policy Date and within 2 years of the effective date of a new Coverage Segment, or of an increase in any other benefit, and there is a Surviving Insured, the Death Benefit provided by such increase will be cancelled. The values and charges for this policy will be adjusted to what they would have been if such increase had not been made. If there is no Surviving Insured, We will make a limited payment to the beneficiary for the new Coverage Segment or other increase (in place of the stated benefits of such increase). This payment will equal the Cost of Insurance and any other applicable charges deducted for such Coverage Segment or such increase.

If an Insured commits suicide, while sane or insane, after 2 years from the Policy Date and within 2 years from the effective date of any increase in the Death Benefit resulting from any Payment of Premium for which We required evidence of insurability under Section 5, and there is a Surviving Insured the increase in the Death Benefit will be cancelled and the Premium refunded to You less any amount required to keep this policy In Full Force. If there is no Surviving Insured, the benefits payable under the policy will not include the amount of such Death Benefit increase but will include the amount of such Premium.

22 THE CONTRACT

The written application for the policy is attached at issue. The entire contract between the applicant and Us consists of the policy, such application, and any riders and endorsements. However, additional Written Requests or applications for policy changes or acceptance of excess Payment under Section 5 may be submitted to Us after issue and such additional requests or applications will become part of the policy. All statements made in any application shall, in the absence of fraud, be deemed representations and not warranties. We will use no statement made by or on behalf of the applicant or an Insured to defend a claim under the policy unless it is in a written application. Policy years, policy months, and policy anniversaries are measured from the Policy Date.

Any reference in this policy to a date means a calendar day ending at midnight local time at Our Service Center.

An exchange of this policy for a new policy on a different plan may be made by agreement between You and Us in accordance with Our administrative rules in effect at that time.

We reserve the right to make any changes necessary in order to keep this policy in compliance with any changes in federal or state tax laws. Other changes in this policy may be made by agreement between You

and Us. Only the President, Vice President, the Secretary, or an Assistant Secretary of the Company has authority to waive or agree to change in any respect any of the conditions or provisions of the policy, or to extend credit or to make an agreement for Us.

23 SETTLEMENT OPTIONS

23.1 OPTIONS DESCRIBED

You may choose to have the proceeds (that is, any Death Benefit Proceeds or any amount payable upon surrender of the policy) paid in a single sum or under one of the optional modes of settlement described below.

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

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

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

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

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

Option 5 (Non-Participating Income) — We will make payments like those of any annuity We then regularly issue that:

(1) is based on United States currency;

(2) is bought by a single sum;

(3) does not provide for dividends; and

(4) does not normally provide for deferral of the first payment.

Each payment will be at least equal to what We would pay under that kind of annuity with its first payment due on its contract date. If a life income is chosen, We must have proof of the date of birth of any person on whose life the option is based. Option 5 cannot be chosen more than 30 days before the due date of the first payment.

23.2 INTEREST RATE

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

Option 1 Table

MINIMUM AMOUNT OF MONTHLY PAYMENT FOR EACH $1,000, THE FIRST PAYABLE IMMEDIATELY	
Number of Years	Monthly Payment
1	$83.90
2	42.26
3	28.39
4	21.45
5	17.28
6	14.51
7	12.53
8	11.04
9	9.89
10	8.96
11	8.21
12	7.58
13	7.05
14	6.59
15	6.20
16	5.85
17	5.55
18	5.27
19	5.03
20	4.81
21	4.62
22	4.44
23	4.28
24	4.13
25	3.99

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

Option 2 Table

MINIMUM AMOUNT OF MONTHLY PAYMENT FOR EACH $1,000, THE FIRST PAYABLE IMMEDIATELY					
AGE LAST BIRTHDAY	Male	Female	AGE LAST BIRTHDAY	Male	Female
5	$2.72	$2.68	48	$3.72	$3.51
and under			49	3.77	3.56
6	2.73	2.69	50	3.83	3.61
7	2.74	2.69	51	3.88	3.66
8	2.75	2.70	52	3.95	3.71
9	2.76	2.71	53	4.01	3.76
10	2.77	2.72	54	4.08	3.82
11	2.78	2.73	55	4.15	3.88
12	2.79	2.74	56	4.22	3.94
13	2.80	2.75	57	4.30	4.01
14	2.82	2.76	58	4.38	4.08
15	2.83	2.77	59	4.47	4.16
16	2.84	2.78	60	4.56	4.24
17	2.85	2.79	61	4.66	4.32
18	2.87	2.80	62	4.76	4.41
19	2.88	2.81	63	4.87	4.50
20	2.89	2.83	64	4.98	4.60
21	2.91	2.84	65	5.10	4.71
22	2.93	2.85	66	5.23	4.82
23	2.94	2.87	67	5.36	4.94
24	2.96	2.88	68	5.49	5.06
25	2.98	2.90	69	5.64	5.19
26	3.00	2.91	70	5.78	5.33
27	3.01	2.93	71	5.94	5.48
28	3.03	2.94	72	6.10	5.63
29	3.06	2.96	73	6.26	5.79
30	3.08	2.98	74	6.43	5.96
31	3.10	3.00	75	6.60	6.14
32	3.13	3.02	76	6.78	6.33
33	3.15	3.04	77	6.95	6.52
34	3.18	3.07	78	7.13	6.71
35	3.21	3.09	79	7.31	6.92
36	3.23	3.11	80	7.49	7.12
37	3.27	3.14	81	7.67	7.33
38	3.30	3.16	82	7.85	7.53
39	3.33	3.19	83	8.02	7.73
40	3.37	3.22	84	8.18	7.93
41	3.40	3.25	85	8.33	8.12
42	3.44	3.29	86	8.48	8.29
43	3.48	3.32	87	8.62	8.46
44	3.53	3.35	88	8.75	8.61
45	3.57	3.39	89	8.87	8.75
46	3.62	3.43	90	8.98	8.88
47	3.67	3.47	and over		

Values for Option 2 use the 2000 Annuity Mortality Table at 3% interest. The mortality rates used from this table are for an age two years younger than the age of the person who is to receive the proceeds of this contract.

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Pruco Life Insurance Company
A Stock Company Subsidiary of
The Prudential Insurance Company
of America
Newark, New Jersey

Magnastar Service Center
P. O. Box 724567
Atlanta, GA 31139
877-297-6349

SURVIVORSHIP VARIABLE LIFE INSURANCE POLICY

The Death Benefit Proceeds are payable at the death of the Surviving Insured
This is a Flexible Premium Survivorship Variable Universal Life Insurance Policy.
The Face Amount is adjustable.
Benefits, Premiums, and the Premium Class are shown in the Policy Specifications.
This is a Nonparticipating policy.

Pruco Life Insurance Company
A Stock Company Subsidiary of
The Prudential Insurance
Company of America
Newark, New Jersey

Term Rider

Term Rider Insured: John Doe

This Rider is made part of the Policy to which it is attached. It provides a death benefit on the life of the Insured named above in addition to all other benefits under the Policy. The Rider effective date is the Policy Date or, if added later, the Processing Date on or next following the date Your application for this Rider is approved by Us. The Owner of the Policy is the Owner of this Rider.

The amount of the Death Benefit provided by this Rider is shown below.

Policy Year	Term Rider Death Benefit
[1]	[$10,000,000]
[2]	[$10,000,000]
[3]	[$10,000,000]
[4]	[$10,000,000]
[5]	[$10,000,000]
[6]	[$10,000,000]
[7]	[$10,000,000]
[8]	[$10,000,000]
[9]	[$10,000,000]
[10]	[$10,000,000]
[11+]	[$ 0.00]

Charge for this Rider

There is no separate Premium for this Rider. A Rider Cost of Insurance charge will be deducted from the Account Value for the above additional death benefits on the Policy Date and each Processing Date. The monthly Rider Cost of Insurance Charge is equal to (1) times (2), where:

1. is the applicable monthly rate on that date divided by 1,000, and
2. is the Rider Death Benefit on that date.

Each Cost of Insurance charge is deducted in advance of the insurance coverage to which it applies.

The Rider Cost of Insurance Rates are based on a number of factors, including, for the Insured named above, the Insured's Age, Premium Class and the Rider duration. The current Rider Cost of Insurance Rates will be determined by Us. These rates will not exceed the Single Life Guaranteed Maximum Monthly Cost of Insurance Rates shown below. Any change in current monthly rates will be made on a uniform basis for insureds of the same sex, Issue Age, and Premium Class, including smoker status, and whose policies have been in force for the same length of time.

Termination

This Rider will terminate on the date of the first to occur of the following events:

1. The Policy is surrendered or the entire Surrender Value is applied under a Settlement Option.
2. The Policy terminates due to lapse or the death of the Surviving Insured.
3. The death of the Insured named above.
4. You request the termination of this Rider.

Terms

All of the terms used in this Rider have the same meanings as in the Policy unless otherwise clearly indicated in this Rider.

Rider Guaranteed Maximum Monthly Rates per $1,000 of Rider Death Benefit[2]

Coverage Segment Year	Beginning of Year Age (1)	Monthly Cost of Insurance Rate	Coverage Segment Year	Beginning Of Year Age (1)	Monthly Cost of Insurance Rate
1	45	[0.22110]	40	84	[9.24138]
2	46	[0.24199]	41	85	[10.27544]
3	47	[0.26455]	42	86	[11.43495]
4	48	[0.27792]	43	87	[12.71507]
5	49	[0.29381]	44	88	[14.10525]
6	50	[0.31387]	45	89	[15.59358]
7	51	[0.33896]	46	90	[17.17057]
8	52	[0.37327]	47	91	[18.67330]
9	53	[0.41176]	48	92	[20.26544]
10	54	[0.45949]	49	93	[21.97376]
11	55	[0.51563]	50	94	[23.81218]
12	56	[0.57515]	51	95	[25.79274]
13	57	[0.63891]	52	96	[27.64147]
14	58	[0.69179]	53	97	[29.65378]
15	59	[0.75227]	54	98	[31.85097]
16	60	[0.82540]	55	99	[34.25958]
17	61	[0.91627]	56	100	[36.90863]
18	62	[1.02661]	57	101	[39.06362]
19	63	[1.14974]	58	102	[41.41764]
20	64	[1.27896]	59	103	[43.99544]
21	65	[1.41513]	60	104	[46.82418]
22	66	[1.55235]	61	105	[49.93704]
23	67	[1.68978]	62	106	[53.37325]
24	68	[1.83933]	63	107	[57.18462]
25	69	[1.99167]	64	108	[61.42909]
26	70	[2.17329]	65	109	[66.18205]
27	71	[2.37666]	66	110	[71.53882]
28	72	[2.64823]	67	111	[77.62686]
29	73	[2.93182]	68	112	[83.33333]
30	74	[3.23011]	69	113	[83.33333]
31	75	[3.56144]	70	114	[83.33333]
32	76	[3.92357]	71	115	[83.33333]
33	77	[4.34571]	72	116	[83.33333]
34	78	[4.84012]	13	117	[83.33333]
35	79	[5.41330]	74	118	[83.33333]
36	80	[6.04178]	75	119	[83.33333]
37	81	[6.76172]	76	120	[83.33333]
38	82	[7.51460]			
39	83	[8.33044]			

(1) On a Policy anniversary, "Age" means the Age of the Insured at his or her birthday nearest that date. That Age will apply until the next anniversary.

(2) For Male, Premium Class Standard, Non Tobacco User.

SPECIMEN

SECRETARY

SPECIMEN

PRESIDENT

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 05/30/2008

Comments:

Attachment:

AR Cert of Compliance.pdf

Review Status:

Satisfied -Name: Application 05/30/2008

Comments:

Application Forms attached for reference only.

Attachments:

MVUL APP-2000.pdf

MVUL GI APP-2000.pdf

Review Status:

Satisfied -Name: Cover Letter 07/18/2008

Comments:

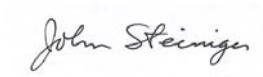
Attachment:

Cover letter SMVUL2009 - (Arkansas).pdf

Certificate of Compliance with
Arkansas Rule and Regulation 19

Insurer: Pruco Life Insurance Company

Form Number(s): SMVUL-2009, et al
I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



Signature of Company Officer

John Steiniger
Name

Assistant Vice President
Title

7/18/2008
Date

Attachment "MVUL APP-2000.pdf" is larger than 3MB and cannot be reproduced here.

MASTER APPLICATION FOR
FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE

Pruco
Life Insurance Company

A SUBSIDIARY OF THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
Corporate Offices
Newark, NJ

MAGNASTAR SERVICE CENTER
PO Box 724567
Atlanta, GA 31139
877-297-6349

MAGNASTAR PRODUCTS ARE AVAILABLE EXCLUSIVELY THROUGH MEMBERS
OF
M FINANCIAL GROUP

Application for Flexible Premium Variable Life Insurance	Offering Memo No. Case No. [Home Office Use Only]

PART I – CASE INFORMATION

SECTION A – CORPORATION

1. Name Of Corporation
   Acme Services, Inc.

2. Primary Contact
   James (First Name) Alexander (Middle Name) Madison (Last Name)
   President (Title)

3. Corporate Address
   900 Elm Parkway City, Anystate 11789

4. Type Of Business Computer Consulting

5. Telephone 555-864-9000

6. Fax 555-864-9001

SECTION B – COVERAGE INFORMATION

1. Plan

2. Policy Date
   ☐ Specific Date Month_____ Day _____ Year_____

3. Death Benefit Option (Select One)
   ☒ Option A - Face Amount
   ☐ Option B - Face Amount Plus Account Value

4. Life Insurance Definition (Select One)
   ☒ Cash Value Accumulation Test
   ☐ Guideline Premium Test

5. Return of Premium Rider
   Yes ☐ No ☒

6. Term Rider
   Yes ☐ No ☒

7. Enhanced Death Benefit Rider
   Yes ☐ No ☒ Begin at age _____

8. Enhanced Surrender Value Rider Yes ☐ No ☒

The amount of insurance applied for on behalf of each Proposed Insured is set forth in the attached Census.

SECTION C – BILLING INFORMATION

1. Frequency of Premium Reminder Notice (Mode)
   ☒ Annual ☐ Quarterly ☐ Do Not Bill
   ☐ Semi-Annual ☐ Monthly

2. Send To: ☒ Owner at ☒ Business or ☐ Other (indicate below in 3 and 4)

3. Name Of Premium Payor
   Acme Services, Inc.

4. Billing Address (Street, City, State, Zip Code)
   Same as Above

SECTION D – SPECIAL REQUESTS

SECTION E – OWNER (if other than Corporation in Section A)

Complete verification of trust form, if policy is to be owned by a trust.

1. Full Name (Print as to appear in policy)

2. Relationship to Insureds

3. Telephone No.

4. Social Security No./Taxpayer ID No.

5. Address (Street, City, State, Zip Code)

The Beneficiary of the policies issued will be the Corporation or Trust identified as the Owner.

SECTION F - REPLACEMENT

Is the Owner identified in Section A or E replacing or changing any existing life insurance policies or annuities now in force on the Proposed Insureds? Yes ☐ No ☒

If yes, identify existing insurer and enclose all required replacement forms.)

SECTION G – PROPOSED INSURED CLASSIFICATION

1. The Proposed Insureds listed in the attached Census have met the Corporation's criteria for coverage, which are as follows: Yes☒ No☐

2. Are all employees who meet the criteria in Question 1 listed in the attached Census? Yes☒ No☐
   (If no, answer Question 3. If yes, go directly to Question 4.)
3. Do the employees who meet the criteria in Question 1, but are not listed in the attached Census, already have corporate owned life insurance coverage? Yes☐ No☐
   (If no, please provide details below.)

4. As of the date of the Census, is each Proposed Insured identified in the attached Census actively at work and performing all the duties of his or her normal occupation on a full-time basis (at least 30 hours per week) at his or her customary place of employment? Yes☒ No☐
   (If no, please provide details below.)

SECTION H – HOME OFFICE ENDORSEMENTS

SECTION I – SUITABILITY

1. Have you, the Owner, received a current Offering Memorandum dated 8/1/00 for the Variable Life Insurance policy applied for and current prospectus or Offering Memorandum for each of the Subaccount Investment Options? ☒ Yes ☐ No

2. Do you understand that under the policy the amount or duration of the death benefit may vary under specified conditions; policy values may increase or decrease in accordance with the investment experience of investment options, and the amount payable is not guaranteed, but is dependent on the then current Account Value? ☒ Yes ☐ No

3. Do you understand that personalized illustrations received are based on hypothetical interest assumptions which may not be indicative of actual future investment experience? ☒ Yes ☐ No

4. With this in mind, is the policy in accord with your insurance objectives and your anticipated financial need? ☒ Yes ☐ No

5. Have you received an illustration of benefits based on your Planned Premium? ☒ Yes ☐ No

SECTION J – SIGNATURES

As used herein, "I", "Me", and "My" refer to the Owner of the proposed policies. "Company", "Us", and "We" refer to the insurance company on page one.

I affirm and understand the following:
The policies being applied for are to be owned by the Corporation as part of a corporate-owned life insurance agreement or by an employer-sponsored trust for the benefit of the employer's employees. The employer or trust has an insurable interest in the lives of the Proposed Insureds.

I represent that the answers and statements contained in Part 1 and the Proposed Insured Consent To Insurance Forms are correctly recorded, complete, and true to the best of my knowledge and belief.

No insurance will take effect until:

- The policy is issued, delivered, and I accept it, and
- The health of all persons proposed for insurance remains as stated in the application, and
- The minimum initial premium is paid in full and the check or other form of payment is good and can be collected.

Acceptance of a life insurance policy will be ratification of any administrative change with respect to such policy made by the Insurance Company, the "Company", in the space entitled "Home Office Endorsements", where permitted by state law. All other changes, including policy type and amount of insurance, benefits, classification or age at issue, must be accepted in writing by me.

No agent is authorized to make or modify contracts or to waive any of the Company's rights or requirements. Notice to or knowledge of any Agent or other unauthorized person is not notice to or knowledge of the Company.

[Not applicable in Arizona, Oklahoma, and Vermont:

NOTICE: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, files an application, statements or claim containing any false, incomplete or misleading information may be guilty of insurance fraud.

Arkansas, District of Columbia, Maine, New Mexico, and Virginia: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, files an application, statements or claim containing any false, incomplete or misleading information may be guilty of insurance fraud and subjects such person to fines, denial of insurance benefits, or confinement in prison.

Colorado: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damage. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.]

Signature of Owner applies to all sections of this application.

Signed and dated by Owner in:

Anycity	Anystate
City	State
12/1/2000	
Date (month/day/year)	

James Alexander Madison
Signature of Owner *

President
Title

Acme Services, Inc.
Name of Corporation

*If Owner is a corporation, the signature and title of an authorized officer is required and the full name of the corporation must be shown.
I certify that I have truly and accurately recorded hereon the information supplied.

Robert Brown	Robert Brown	654123
Signature of Registered Representative	Printed Registered Representative's Name	State License ID No.

SECTION K-SUBACCOUNT INVESTMENT OPTIONS
(IF NOT SUPERCEDED BY INDIVIDUAL ELECTIONS SUBMITTED WITH THIS CASE)

[1. **Premium Allocations**

(Percentages must be Whole and Total 100%)

20 % Conservative Balanced
_____ % Diversified Bond
_____ % Equity
_____ % Equity Income
_____ % Flexible Managed
_____ % Global
_____ % High Yield Bond
20 % Money Market
_____ % Natural Resources
_____ % Prudential Jennison
_____ % Real Property Account

_____ % Small Capitalization Stock
_____ % Stock Index
_____ % Zero Coupon Bond – 2000
_____ % Zero Coupon Bond – 2005
20 % Automatic Money Market/DCA
_____ % AIM Value
American Century VP Value Fund
20 % Janus Growth
_____ % MFS Emerging Growth
_____ % T Rowe Price International Stock

M Funds
_____ % Brandes International Equity Fund
20 % Turner Core Growth
_____ % Frontier Capital Appreciation
_____ % Clifton Enhanced US Equity Fund

Other (if available)*
_____ % _____
_____ % _____
_____ % _____]

*Please state full name of any subaccounts applicable. If more room is needed, please attach a separate supplement page with details.

TO THE EXTENT ANY BENEFIT, PAYMENT, OR VALUE UNDER THE POLICY (INCLUDING THE ACCOUNT VALUE) IS BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, SUCH BENEFIT, PAYMENT, OR VALUE MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT AND IS NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.

2. Periodic Product Charges

You may elect specific Subaccounts for all periodic product charges. Please list below the Subaccounts by name and percentages for the deduction of the periodic charges. In the absence of specific instructions, or if there is insufficient value in the designated Subaccounts, we will allocate charges among Non-exempt Subaccounts in proportion to the value of your policy investment in each Non-exempt Sub Account on the date of the charge.

(Percentages must be whole and total 100%)

Percent	Fund	Percent	Fund
_____%	_____	_____ %	_____
_____%	_____	_____ %	_____

3. Telephone Authorization

I direct the Company to act upon telephone instructions from the Owner (a trustee, if the Owner is a trust, or an authorized business official, if the Owner is a business entity) to change allocations of future payment or deduction of periodic charges, transfer existing funds among the Subaccount Investment Options, and process partial withdrawals and policy loans, subject to the provisions of the Policy.

Telephone Subaccount Transfer ☒ Yes ☐ No Telephone Withdrawal or Loan ☒ Yes ☐ No

☐ I do not wish to authorize telephone transactions. I understand that by not taking this option, any future request for this option must be submitted in writing.

12/1/2000
Date (month/day/year)

James Alexander Madison
(Signature of Owner, Trustee or Authorized Business Official)

President
(Title)

David A. Collier
Assistant Vice President

Pruco Life Insurance Company
213 Washington Street, Newark NJ 07102-2992
Tel 888 800-8244 or 973 802-9896
Fax 973 367-8134
david.collier@prudential.com

July 18, 2008

Hon. Mike Pickens
Commissioner of Insurance
Department of Insurance
1200 W. 3rd Street
Little Rock, Arkansas 72201-1904

Attention: Mr. John Shields
Individual Insurance
Life and Annuities

RE: **PRUCO LIFE INSURANCE COMPANY**
Company NAIC # 30479227 FEIN # 22-1944557
Form # SMVUL-2009 Flexible Premium Survivorship Variable Universal Life Insurance Policy
Form # SMVUL TR-2009 Individual Term Rider

Dear Commissioner:

We are submitting the above referenced forms for your review and approval. These forms have been updated expressly for compliance with 2001CSO, which includes updating of the Cost of Insurance rates, attained age factors, and provisions that will now extend to attained age 121 instead of 100 for SMVUL-2009, and for SMVUL TR-2009, the Rider rates per $1000. Since the form # is changing to reflect the required 2001CSO changes, we felt we also had to integrate the previously approved deferral endorsement (Form # PLI 512-2007, approved on 7/1/2007) into section 17, Deferral of Determinations and Payments on Form SMVUL-2009. There are no other changes. Please expedite under any 2001CSO fast track process you may have available.

We plan to introduce these new forms in December 2008.

SMVUL-2009, is a new form and will replace our previously approved form SMVUL-2005 (Approved on 5/5/2006). SMVUL TR-2009 is also a new form, and will replace our previously approved form SMVUL TR-100 (Approved on 10/21/2002).

SMVUL-2009 is a flexible premium survivorship variable universal life insurance form that will not be available to the general public but will be sold in private offerings. Therefore the product offering will continue to be limited to "accredited investors" as defined in Rule 506 under Regulation D of the Securities Act of 1933. In reliance on Regulation D of the 1940 Act, the contract will not be registered with the SEC and will be sold with an offering memorandum instead of a prospectus.

This form is targeted for purchasers meeting the accredited investor definition, with an issue age range of 0 to 85.

SMVUL TR-2009 is an individual term rider. It pays an additional scheduled death benefit amount on the life of the named insured. The only change from our previously approved form is that this form reflects the 2001CSO maximum monthly rate per $1000 rates.

The following previously approved riders will be used with this policy:

Form # SMVUL STR-500	Survivorship Term Rider
Form # SMVUL ESV-2005	Additional Amount Upon Surrender Rider
Form # SMVUL EDB-400	Enhanced Death Benefit Rider
Form # SMVUL FAR-2005	Fixed Account Rider
Form # SMVUL ROP-2005	Additional death benefit rider based on Premiums paid
Form # SMVUL SOR-600	Split Option Rider into 2 individual policies

The following previously approved application forms will be used with this policy:

Form # MVUL APP-2000	Application
Form # MVUL GI APP-2000	Guaranteed Issue Application

We have enclosed actuarial memoranda for the form.

SMVUL-2009 and SMVUL TR-2009 are submitted in final print and are subject to only minor modification in paper size and stock, ink, border, Company logo and adaptation to computer printing. Variable and illustrative material in the contract data pages has been bracketed.

SMVUL-2009 and SMVUL TR-2009 have not been filed with our Home State, Arizona. They are considered exempt.

This product will be offered to eligible purchasers on a private placement basis only. In compliance with federal securities regulations, no public advertising material will be used.

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

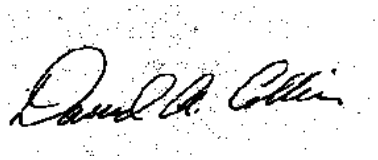
This is to assure you that the Life and Health Guaranty Association Notice required by Regulation 49 will be provided to each policy owner.

In accordance with a previous agreement between your Department and Prudential (our parent company), we will include on our claim form 9COMB 38) the following wording in Arkansas so that we are in compliance with Arkansas code section 23-81-118, supplemented by Bulletin 15-79.

This is to assure you that this filing complies with the applicable Regulation 34 requirements and that we will comply with Bulletin 11-83 if rates are changed.

If you have any questions, or need any additional information, please call us at 888-800-8244. Thank you for any consideration to review in an expedited fashion for 2001CSO.

Sincerely,



David Collier
Assistant Vice President
david.collier@prudential.com