

SERFF Tracking Number: PRUX-G126945461 State: Arkansas
 Filing Company: The Prudential Insurance Company of America State Tracking Number: 47523
 Company Tracking Number: AR024580100045
 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
 Limited Benefit
 Product Name: PF: 114774 COV 5001, et al.
 Project Name/Number: PF: 114774 COV 5001, et al./PF: 114774 COV 5001, et al.

Filing at a Glance

Company: The Prudential Insurance Company of America

Product Name: PF: 114774 COV 5001, et al. SERFF Tr Num: PRUX-G126945461 State: Arkansas

TOI: H07G Group Health - Specified Disease - SERFF Status: Closed-Approved- State Tr Num: 47523
 Limited Benefit Closed

Sub-TOI: H07G.001 Critical Illness Co Tr Num: AR024580100045 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Rosalind Minor

Author: SPI Prudential

Disposition Date: 12/16/2010

Date Submitted: 12/13/2010

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: PF: 114774 COV 5001, et al.

Status of Filing in Domicile:

Project Number: PF: 114774 COV 5001, et al.

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Other, Discretionary, Employer, Trust

Filing Status Changed: 12/16/2010

Explanation for Other Group Market Type:

Credit Union

Deemer Date:

State Status Changed: 12/16/2010

Submitted By: SPI Prudential

Created By: SPI Prudential

Filing Description:

Corresponding Filing Tracking Number:

See cover letter.

Company and Contact

Filing Contact Information

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Frank Gelormini, Sr. Regulatory Contract frank.gelormini@prudential.com
 Associate
 80 Livingston Avenue 973-548-6223 [Phone] 6223 [Ext]
 Roseland, NJ 07068 973-548-6480 [FAX]

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$950.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---|----------|----------------|---------------|
| The Prudential Insurance Company of America | \$950.00 | 12/13/2010 | 42872036 |

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|----------------|------------|----------------|
| Approved-Closed | Rosalind Minor | 12/16/2010 | 12/16/2010 |

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Disposition

Disposition Date: 12/16/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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| Schedule | Schedule Item | Schedule Item Status | Public Access |
|---------------------|---|----------------------|---------------|
| Supporting Document | Flesch Certification | Approved-Closed | Yes |
| Supporting Document | Application | Approved-Closed | Yes |
| Supporting Document | Cover Letter | Approved-Closed | Yes |
| Form | Group Insurance Contract Cover Page | Approved-Closed | Yes |
| Form | Group Contract Schedule | Approved-Closed | Yes |
| Form | Schedule of Premium Rates | Approved-Closed | Yes |
| Form | General Rules | Approved-Closed | Yes |
| Form | Modification of the Group Contract | Approved-Closed | Yes |
| Form | Schedule of Plans | Approved-Closed | Yes |
| Form | Application | Approved-Closed | Yes |
| Form | Certificate of Coverage | Approved-Closed | Yes |
| Form | Table of Contents | Approved-Closed | Yes |
| Form | Schedule of Benefits | Approved-Closed | Yes |
| Form | General Definitions | Approved-Closed | Yes |
| Form | Who is Eligible to Become Insured | Approved-Closed | Yes |
| Form | Critical Illness Coverage | Approved-Closed | Yes |
| Form | Benefit Definitions | Approved-Closed | Yes |
| Form | Additional Benefits under Critical Illness Coverage | Approved-Closed | Yes |
| Form | When Your Insurance Ends | Approved-Closed | Yes |
| Form | Continuation of Coverage at Your Option | Approved-Closed | Yes |
| Form | General Information | Approved-Closed | Yes |
| Form | Critical Illness Health Statement Questionnaire | Approved-Closed | Yes |

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Form Schedule

Lead Form Number: 114774 COV 5001

| Schedule Item | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|-------------------------------|--------------------|--|--|---------|----------------------|-------------|------------------------|
| Approved-Closed 12/16/2010 | 114774 COV 5001 | Policy/Cont ract/Fratern al | Group Insurance Contract Cover Page | Initial | | 59.900 | 114774 COV 5001.PDF |
| | | Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | | | | | |
| Approved-Closed 12/16/2010 | 114774 GCS 5001 | Policy/Cont ract/Fratern al | Group Contract Schedule | Initial | | 0.000 | 114774 GCS 5001.PDF |
| | | Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | | | | | |
| Approved-Closed 12/16/2010 | 114774 SPR 5001 | Policy/Cont ract/Fratern al | Schedule of Premium Rates | Initial | | 0.000 | 114774 SPR 5001.PDF |
| | | Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | | | | | |
| Approved-Closed 12/16/2010 | 114774 GR 5001 | Policy/Cont ract/Fratern al | General Rules | Initial | | 57.700 | 114774 GR 5001.PDF |

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| Approved- Closed 12/16/2010 | 114774 MOD 5001 | Policy/Cont Modification of the ract/Fratern Group Contract al | Initial | 53.000 | 114774 MOD 5001.PDF |
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| Approved- Closed 12/16/2010 | 114774 SCH 5001 | Policy/Cont Schedule of Plans ract/Fratern al | Initial | 0.000 | 114774 SCH 5001.PDF |
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|-----------------------------------|--------------------|--|---------|--------|------------------------|
| Approved- Closed 12/16/2010 | 114774 APP 5009 | Application/ Application Enrollment Form | Initial | 67.300 | 114774 APP 5009.PDF |
|-----------------------------------|--------------------|--|---------|--------|------------------------|

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|-----------------------------------|--------------------|--|---------|--------|------------------------|
| Approved- Closed 12/16/2010 | 114774 BCT 5001 | Certificate Certificate of Amendmen Coverage t, Insert | Initial | 54.500 | 114774 BCT 5001.PDF |
|-----------------------------------|--------------------|--|---------|--------|------------------------|

Page,
 Endorseme
 nt or Rider

| | | | | | |
|-----------------------------------|--------------------|--|---------|-------|------------------------|
| Approved- Closed 12/16/2010 | 114774 BTC 5001 | Certificate Table of Contents Amendmen t, Insert | Initial | 0.000 | 114774 BTC 5001.PDF |
|-----------------------------------|--------------------|--|---------|-------|------------------------|

Page,

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| Approval Status | Policy/Amendment Number | Document Type | Description | Initials | Pages | Value | File Name |
|-----------------|-------------------------|---------------|---|----------|---|--------|-----------------------|
| Approved-Closed | 114774 BSB 5009 | Schedule | Schedule of Benefits | Initial | Pages | 0.000 | 114774 BSB 5009.PDF |
| Approved-Closed | 114774 GDEF 5001 | Certificate | General Definitions | Initial | Amendments, Insert Page, Endorsement or Rider | 54.700 | 114774 GDEF 5001.PDF |
| Approved-Closed | 114774 BEL 5001 | Certificate | Who is Eligible to Become Insured | Initial | Amendments, Insert Page, Endorsement or Rider | 55.500 | 114774 BEL 5001.PDF |
| Approved-Closed | 114774 CRI R 5001 | Certificate | Critical Illness Coverage | Initial | Amendments, Insert Page, Endorsement or Rider | 51.000 | 114774 CRI R 5001.PDF |
| Approved-Closed | 114774 BDEF 5001 | Certificate | Benefit Definitions | Initial | Amendments, Insert Page, Endorsement or Rider | 52.700 | 114774 BDEF 5001.PDF |
| Approved-Closed | 114774 CRI A 5001 | Certificate | Additional Benefits under Critical Illness Coverage | Initial | Amendments, Insert Page, Endorsement or Rider | 51.700 | 114774 CRI A 5001.PDF |
| Approved-Closed | 114774 BTE 5009 | Certificate | When Your Insurance Ends | Initial | Amendments | 54.700 | 114774 BTE 5009.PDF |

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| 12/16/2010 | t, Insert Page, Endorseme nt or Rider | | | |
| Approved- Closed 12/16/2010 | 114774 COI 5001 | Certificate Amendmen t, Insert Page, Endorseme nt or Rider | Continuation of Coverage at Your Option Initial | 67.000 114774 COI 5001.PDF |
| Approved- Closed 12/16/2010 | 114774 BGI 5101 | Certificate Amendmen t, Insert Page, Endorseme nt or Rider | General Information Initial | 67.900 114774 BGI 5101.PDF |
| Approved- Closed 12/16/2010 | GL.2010.16 4 (G) | Application/ Enrollment Form | Critical Illness Health Statement Questionnaire Initial | 63.500 GL_2010_16 (G) 9-10.PDF |

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

[751 Broad Street
Newark, New Jersey 07102]

Group Insurance Contract

Contract Holder: [THE ABC COMPANY]

Group Contract No.: [G-XXXXX]

Prudential will provide or pay the benefits described in the Group Insurance Certificate(s) listed in the Schedule of Plans of the Group Contract, subject to the Group Contract's terms. This promise is based on the Contract Holder's application and payment of the required premiums.

All of the provisions of the Group Insurance Certificate(s), attached to and made a part of the Group Contract, apply to the Group Contract as if fully set forth in the Group Contract.

The Group Contract takes effect on the Contract Date, if it is duly attested under the Group Contract Schedule. It continues as long as the required premiums are paid, unless it ends as described in its General Rules.

1 The Group Contract is non-participating. This means that it will not share in Prudential's profits or surplus earnings, and Prudential will pay no dividends on it. [But Prudential may credit the Group Contract with a premium refund as described in the Premium Refund section of the Group Contract.]

The Group Contract is delivered in and is governed by the laws of the Governing Jurisdiction.

[Margaret M. Foran

John Strangfeld]

2 [Secretary

Chief Executive Officer]

Group Critical Illness Coverage

3 [Notice to Buyer: This is a specified disease contract and it does not pay benefits for loss from sickness except as provided herein. Review your Group Contract carefully. This Group Contract provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.]

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 COV 5001

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

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

Illustrative material consists of any entries such as names, addresses and numbers which may be varied.

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

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item will be omitted when the Contract Holder is not eligible for premium refunds.
2. This item may be revised to reflect Prudential's organizational structure.
3. This item may be deleted unless required by state law. It may also be revised to accommodate language required by particular states.

Group Contract Schedule

Contract Date: [January 1, 20XX]

Contract Anniversaries: [January 1 of each year, beginning in 20XX]

Premium Due Dates: [The Contract Date, and the first day of the month beginning with February, 20XX]

Governing Jurisdiction: [Sample State]

1 **[Associated Companies:** The DEF Company, The GHI Company]

2 **[Minimum Participation:** 25]

[INCLUDED EMPLOYERS

3 Included Employers under the Group Contract are the Contract Holder and its Associated Companies, if any.

Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are listed in the Group Contract Schedule.

An Employee of more than one Included Employer will be considered an Employee of only one of those employers for the purpose of the Group Contract. That Employee's service with all other Included Employers will be treated as service with that one.

On any date when an employer ceases to be an Included Employer, the Group Contract will be considered to end for Employees of that employer. This applies to all of those Employees except those who, on the next day, are still within the Covered Classes of a plan of benefits of the Group Contract as Employees of another Included Employer. The plans of benefits for Covered Classes are listed in the Group Contract's Schedule of Plans.

The Contract Holder must let Prudential know, in writing, when an employer reported as an Associated Company is no longer one of its subsidiaries or affiliates.]

4 **Table of Contents [(as of Contract Date):** The Group Contract includes these forms: Cover, Group Contract Schedule, Schedule of Premium Rates, General Rules, Modification of the Group Contract, Schedule of Plans, Application.]

Attest: _____

The Prudential Insurance Company of America
Explanation of Variable Language for
114774 GCS 5001

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

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

Illustrative material consists of any entries such as dates and times which may be varied.

The term "Contract Holder" may be replaced by "Employer", "Administrator", the client's legal name or other appropriate term.

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

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

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be omitted or it may be completed with a generic explanation, such as: "Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request."
2. This item may be expressed as a percentage of eligible employees or a minimum number of employees or both.
3. This item may be omitted. References to employment may be revised. This item may also be revised to accommodate non-employer groups such as associations, unions or trusts.
4. The list of forms may vary depending on the Contract Holder's plan of benefits. Form numbers or page numbers may also be added or may replace the form names.

Schedule of Premium Rates

[G-XXXXX]

Classes of [Employees] to which this Schedule applies:

[All Classes]

1

[Applicable Coverage

All Coverages

Monthly Rate Per Employee

The premium rates in effect on the Contract Date are those determined by Prudential. Those rates will be shown on the billing notice(s) sent to the Contract Holder (subject to any subsequent corrections.)]

2

[The premium may be adjusted during the term of the Group Contract to reflect changes to the commissions or fees paid to an insurance producer for the Group Contract, if any.]

3

[PERFORMANCE LEVELS

Prudential and the Contract Holder shall, from time to time, establish the performance service levels for each of the services to be measured, which may include, without limitation, standards for plan administration, customer service, phone service and abandonment rates, and timeliness of enrollment, underwriting and claim transactions. Prudential and the Contract Holder shall mutually agree upon a process for determining whether such performance levels have been met and the amount of any such credit that shall be made as a result of failure to meet such performance levels. Unless Prudential and the Contract Holder mutually agree to another process or timeline, a review of Prudential's performance will be done at the end of each calendar year and any applicable credit will be made on a date determined by Prudential.

Any amounts so credited shall be made by means of an adjustment to retention, or, at the option of the Contract Holder, shall be paid directly by check to the Contract Holder or to a trustee or other party at the Contract Holder's direction.

To the extent any portion of the amounts credited or paid to the Contract Holder is required by law (including the Employee Retirement Income Security Act of 1974, as amended) to be used or applied solely for the benefit of Employees covered under this Group Contract, the Contract Holder agrees to use or apply such portion solely for the benefit of such Employees and to otherwise comply with any of its obligations under ERISA or other applicable law. Any credited amounts due and unpaid at the termination of the Group Contract shall be transferred to the Contract Holder or to a trustee or other party at the Contract Holder's direction for use in connection with the Contract Holder's health and welfare programs. Upon transfer, Prudential shall have no responsibility for the use and/or allocation of any such funds, nor shall Prudential have any continuing obligations under this provision relating to performance levels. This provision does not create any third party beneficiary rights in any insured or other person.]

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 SPR 5001

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

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

Illustrative material consists of any entries such as coverage names and numbers which may be varied.

The term "Contract Holder" may be replaced by "Employer", "Administrator", the client's legal name or other appropriate term.

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

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

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes:

1. The coverages included under the Group Contract may be listed with rates shown for each coverage. Rates may be shown on an annual, semi-annual, quarterly or other appropriate basis.
2. This item may be deleted if no commissions or fees are to be paid.
3. This item will be deleted if performance guarantees have not been agreed upon by Prudential and the Contract Holder. It may also be revised to show a different description of the guarantee.

General Rules

A. PAYMENT OF PREMIUMS - GRACE PERIOD.

1 Premiums are to be paid by the Contract Holder to Prudential. Each may be paid at a Prudential office or to one of its authorized agents. One is due on each Premium Due Date stated in the Group Contract Schedule. The Contract Holder may pay each premium other than the first within [$<31 - 120>$ days of the Premium Due Date without being charged interest.] Those days are known as the grace period. The Contract Holder is liable to pay premiums to Prudential for the time the Group Contract is in force.

B. PREMIUM AMOUNTS.

The premium due on each Premium Due Date is the sum of the premium charges for the insurance under the Coverages. Those charges are determined from the premium rates then in effect and the [Employees] then insured.

2 [The following will apply if one or more premiums paid include premium charges for an Employee whose insurance has ended before the due date of that premium. Prudential will not have to refund more than the amount of the premium charges for such Employee that were included in the premiums paid for the two month period immediately before the date Prudential receives written notice from the Contract Holder that the Employee's insurance has ended. This limitation may not apply to any refund that is due to an Employee.]

Premiums may be determined in another way. But it must produce about the same amounts and be agreed to by the Contract Holder and Prudential.

C. PREMIUM RATE CHANGES.

3 The premium rates in effect on the Contract Date are shown in the Group Contract's Schedule of Premium Rates. Prudential has the right to change premium rates[:

- (1) As of any Premium Due Date; and
- (2) As of any date the extent or nature of the risk assumed is changed for any reason, including the reasons shown below:
 - (a) A change occurs in the plan design.
 - (b) A division, subsidiary or associated entity is added or deleted.
 - (c) The number of insured persons changes by 10% or more.
 - (d) A new law or a change in any existing law is enacted which applies to this plan.
 - (e) A change occurs in the Covered Classes or the membership rules.]

4 [But, unless the Schedule of Premium Rates or an amendment states otherwise, (1) above will not be used to change premium rates within 12 months of the Contract Date.]

5 [Prudential will tell the Contract Holder when a change in the premium rates is made.]

6

[D. PREMIUM REFUNDS.

Prudential will determine the premium refund, if any, allocable to the Group Contract as of each Contract Anniversary, if the Group Contract stays in force by the payment of all premiums to that date. The premium refund will be credited to the Group Contract as of that date. If the Group Contract ends on a date other than a Contract Anniversary, the premium refund, if any, will be determined and credited to the Group Contract as of that date.

Each premium refund will be paid to the Contract Holder in cash unless the Contract Holder asks that it be applied toward the premium then due. The Contract Holder may also leave premium refunds with Prudential, to accumulate to the Contract Holder's credit while the Group Contract stays in force.

Interest for any period, whether a contract year or part of a contract year, will be computed at such rate or rates as determined by Prudential, prospectively, to apply to such period.

Guaranteed Interest: The interest credited will be <3% - 10%> per year and will be guaranteed for a period of <12 - 24> months. Prudential may change the guaranteed interest rate after the first <12 - 24> months, but it will never be less than 3%. Any such change in the guaranteed interest rate will be determined prospectively by Prudential and will apply for no less than a <12 - 24> month period, or until all the premium refunds are withdrawn in accordance with the Return of Premium Refunds Provision of this Section, if sooner.

Excess Interest: Prudential may credit the premium refunds interest in addition to the guaranteed interest in amounts to be determined from time to time by Prudential.

Return of Premium Refunds: The Contract Holder may withdraw premium refunds at any time. Prudential will pay to the Contract Holder, as a return of premium refunds, any part of the premium refunds requested in advance in writing by the Contract Holder. If the Group Contract ends, any premium refunds still left will then be paid to the Contract Holder.

Interest will be credited: (1) as of each Contract Anniversary after the date the Contract Holder elects to leave premium refunds with Prudential; and (2) as of any other date the Group Contract ends.

Prudential's sole liability as to any premium refund is as set forth above.

Non-profit Clause

This applies if the aggregate premium refunds under the Group Contract and any other group contract(s) of the Contract Holder exceed the aggregate payments toward their cost made from the Contract Holder's own funds. The Contract Holder will see that an amount equal to the excess is applied for the benefit of insured persons.]

[E.] END OF THE GROUP CONTRACT OR OF AN INSURANCE.

During or at End of Grace Period - Failure to Pay Premiums: If any premium is not paid by the end of its grace period, the Group Contract will end when the grace period ends. The Contract Holder may write to Prudential, in advance, to ask that the Group Contract be ended at the end of the period for which premiums have been paid or at any time during the grace period. Then the Group Contract will end on the date requested, but in no event will it end before the date Prudential receives the written request from the Contract Holder.

7

[On a Premium Due Date - Failure to Maintain Insuring Conditions: On any Premium Due Date, Prudential may end the part of the Group Contract for which the Contract Holder has not maintained or provided records requested by Prudential.

On any Premium Due Date, Prudential may also end the part of the Group Contract for Contributory or Non-contributory Employee Insurance or Dependents Insurance under a Coverage if one or more of the following conditions then exists for that part. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.

Contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) contributing at a rate higher than the maximum, if any, stated in the Group Contract for the insurance.

Non-contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) contributing for the insurance.

The Minimum Participation Number is shown in the Group Contract Schedule.]

8 **[On a Contract Anniversary:** Prudential may end the Group Contract on any Contract Anniversary. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.]

[F. AGE OR CLASS OF RISK ADJUSTMENT.

9 If an age or class of risk is used to determine the premium charge for an Employee's insurance and the age or class of risk is found to be in error, the premium charge for that insurance will then be adjusted to reflect the correct age or class of risk. If this adjustment results in a change in the amount of premium, any difference between the premium paid and the premium required on the basis of the correct age or class of risk will be paid as follows:

- (1) If the adjustment results in an increased premium, the difference will be paid by the Contract Holder when notified by Prudential.
- (2) If the adjustment results in a decreased premium, the difference will be refunded by Prudential.

If the change in age or class of risk affects the amount of the Employee's insurance under any Coverage, such amount will be changed on the basis of the correct age or class of risk. Any premium adjustment will take this into account.]

[G. EMPLOYEE'S] CERTIFICATE.

Prudential will give the Contract Holder an individual certificate to give each insured [Employee]. It will describe the [Employee's] coverage under the Group Contract. It will include (1) to whom Prudential pays benefits, (2) any protection and rights when the insurance ends, and (3) claim rights and requirements.

[H.] RECORDS - INFORMATION TO BE FURNISHED.

Either the Contract Holder or Prudential, as they agree, will keep a record of the insured [Employees]. It will contain the key facts about their insurance.

8 At the times set by Prudential, the Contract Holder will send the data required by Prudential to perform its duties under the Group Contract, and to determine the premium rates. All records of the Contract Holder [and of the Administrator] which bear on the insurance must be open to Prudential for its inspection at any reasonable time.

Prudential will not have to perform any duty that depends on such data before it is received in a form that satisfies Prudential. The Contract Holder may correct wrong data given to Prudential, if Prudential has not been harmed by acting on it. [An Employee's] insurance under a Coverage will not be made invalid by failure of the Contract Holder [or the Administrator], due to clerical error, to record or report the [Employee] for that insurance.

[I.] THE CONTRACT - INCONTESTABILITY OF THE CONTRACT.

The entire Group Contract consists of: (1) the Group Insurance Certificate(s) listed in the Schedule of Plans, a copy of which is attached to the Group Contract; (2) all modifications and endorsements to such Group Insurance Certificates which are attached to and made a part of the Group Contract by amendment to the Group Contract; (3) the forms shown in the Table of Contents as of the Contract Date; (4) the Contract Holder's application, a copy of which is attached to the Group Contract; (5) any endorsements or amendments to the Group Contract; and (6) the individual applications, if any, of the persons insured.

No statement of the Contract Holder will be used in any contest of the insurance under the Group Contract.

There will be no contest of the validity of the Group Contract, except for not paying premiums, after it has been in force for one year.

[J.] MODIFICATION OF THE GROUP CONTRACT.

The Group Contract may be amended, at any time, without the consent of the insured [Employees] or of anyone else with a beneficial interest in it. This can be done through written request made by the Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

Only an officer of Prudential has authority: to waive any conditions or restrictions of the Group Contract; or to extend the time in which a premium may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. A Prudential agent is not an officer.

No change in the Group Contract is valid unless shown in:

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

[But, a change in the Group Contract may be made in an amendment to it that is signed only by an officer of Prudential if:

- (a) The amendment reflects a change in the Group Contract that has been automatically made to satisfy the requirements of any state or federal law or regulation that applies to the Group Contract, as provided in the Conformity With Law section. This change is known as a Statutory Amendment.

- (b) The amendment reflects a change in Prudential's administration of its group insurance benefits and is intended to apply to all group insurance contracts which are affected by the change. This change is known as a Portfolio Amendment. Prudential will give the Contract Holder written notice of its intent to make a Portfolio Amendment in the Group Contract at least 31 days in advance of the effective date of the Amendment. When the Group Contract is so amended, payment by the Contract Holder of the next premium due under the Group Contract will constitute acceptance of the Portfolio Amendment, unless the Contract Holder has rejected the Amendment, in writing, prior to its effective date.]

10

[K. OTHER GOODS AND SERVICES.

From time to time, Prudential may offer or provide Covered Persons certain goods and services in addition to the insurance coverage. Prudential also may arrange for third party vendors to provide goods and services at a discount (including without limitation financial counseling services, will preparation services, employee assistance programs, identity theft services, bereavement counseling services, family care services, funeral concierge services, and travel assistance related services) to Covered Persons. Though Prudential may make the arrangements, the third party vendors are solely liable for providing the goods and services. Prudential shall not be responsible for providing or failing to provide the goods and services to Covered Persons. Further, Prudential shall not be liable to Covered Persons for the negligent provision of the goods and services by third party vendors.]

8

[L. RELATIONSHIP AMONG PARTIES AFFECTED BY THE GROUP CONTRACT.

The Contract Holder, its agents, representatives or employees, or any Covered Person under the Group Contract is not the agent or representative of Prudential. Prudential will not be liable for any acts or omissions of the Contract Holder, its agents, representatives or employees or of any Covered Person under the Group Contract. Further, the Contract Holder, its agents, representatives or employees, or any Covered Person under the Group Contract will not be liable for any acts or omissions of Prudential, its agents or employees.]

8

[M. CONFORMITY WITH LAW.

If the provisions of the Group Contract do not conform to the requirements of any state or federal law or regulation that applies to the Group Contract, the Group Contract is automatically changed to conform with Prudential's interpretation of the requirements of that law or regulation.]

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 GR 5001

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

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

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

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will fall within the ranges, but may be revised as appropriate. For example, “30 days” may be changed to “1 month” or “365 days” may be changed to “1 year”.

The term “Contract Holder” may be replaced by “Employer”, the client's legal name or other appropriate term.

The terms “person” or “Employee” may be replaced by the term “Participant”, “Member” or other appropriate term describing a member of the group insured.

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

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be revised if the grace period is increased. For example, the sentence may be revised as follows:

The Contract Holder may pay each premium other than the first (a) within 31 days of the Premium Due Date without being charged interest, and (b) within 32 to 90 days of the Premium Due Date with interest.
2. This item may be deleted in whole or in part.
3. This item may be revised to describe other reasons for premium rate changes.
4. This item may be revised to reflect limitations on premium rate changes as agreed to between Prudential and the Contract Holder.

5. This item may be revised to include a specific number of days notice that Prudential will give to the Contract Holder.
6. This item may be deleted in its entirety if the Contract Holder is not entitled to premium refunds. When this item is included, it may be revised as follows:
 - The last sentence of the first paragraph may be deleted.
 - The first sentence of the second paragraph may be deleted, or replaced with the following sentence: “Each premium refund will be applied toward the premium then due.”
 - The provision for leaving premium refunds with Prudential to accumulate may be deleted.
 - The provision for leaving premium refunds with Prudential to accumulate may be revised as follows:
 - (a) “Contract year” may be replaced by a different duration.
 - (b) The guaranteed interest rate may be a higher rate, based on then prevailing market interest rates.
7. This item may be revised as follows:
 - Any termination condition not appropriate to the case may be deleted or modified.
 - The termination conditions may be set forth without reference to the Group Contract Schedule.
8. This item may be deleted.
9. This item may be deleted or may be revised to delete references to class of risk or age.
10. This item may be deleted in whole or part depending on the Other Goods and Services that are included under the Contract as well as who is providing the services. It may also be revised to add other goods and services.

Modification of the Group Contract

[The Group Contract is modified to include the following section:

END OF EMPLOYMENT

An Employee's employment ends when the Employee is no longer actively at work on a full-time basis for the Employer. But, for insurance purposes, the Contract Holder may consider the Employee as still employed and in the Covered Classes for the insurance during certain types of absences from full-time work. The Contract Holder decides which Employees with those types of absences are to be considered as still employed, and for how long. In doing this, the Contract Holder must not discriminate among persons in like situations.

An Employee may be considered as still employed up to any time limit for the Employee's type of absence. When so considered, the Employee's insurance under the Coverage will be continued only while the Employee is paying contributions for it at the time and in the amounts, if any, required by the Contract Holder (whether or not that insurance would otherwise be Non-contributory Insurance). But it will not be continued after it would end for a reason other than end of employment. The types of absences and the time limits are shown below, subject to any exceptions.

TYPES OF ABSENCES AND TIME LIMITS:

For absence due to part-time employment or retirement, there is no time limit.

For absence due to disability, there is no time limit.

For absence due to temporary layoff, the time limit is the end of the contract month following the contract month in which the absence from full-time work starts.

For absence due to leave of absence, there is no time limit.

EXCEPTIONS:

An Employee will not be continued as a member of the Covered Classes beyond the date the Employee gives Prudential written proof of Total Disability. This proof must be given according to the rules of the Extended Critical Illness Benefit And Waiver of Premium During Total Disability section of the Coverage.]

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 MOD 5001

All of the material on this form is illustrative. This form may be used to modify any provision of the Group Contract.

Schedule of Plans [#1]

Effective: [January 1, 20XX]

Group Contract No.: [G-XXXXX]

This Schedule of Plans sets forth the Plan of Benefits that applies to each Covered Class under the Group Contract listed below as of the Effective Date. The Plan of Benefits for a Covered Class is determined by: (1) the Group Insurance Certificates that apply to the Covered Class; and (2) any modification to those Certificates, provided the modification is listed below or included in an amendment to the Group Contract. A copy of each Certificate and any modification to it is attached to the Group Contract and made a part of it.

Covered Class:

[All Employees included in the Covered Classes of the Group Insurance Certificate(s) listed below.

Plan of Benefits that Applies to this Covered Class:

- (1) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
 - (a) With the Program Date of January 1, 20XX; and
 - (b) Bearing the code "12345, Critical Illness, All Hourly Employees, Ed. 07-20XX, 1".
 - (2) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
 - (a) With the Program Date of January 1, 20XX; and
 - (b) Bearing the code "12345, Critical Illness, All Salaried Employees, Ed. 07-20XX, 2".]
-

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 SCH 5001

The variable material set forth in brackets within this form is Illustrative material.

Illustrative material consists of any entries such as dates, numbers and classes eligible which may be varied.

The term “Employee” may be replaced by the term “Participant”, “Member” or other appropriate term describing a member of the group insured.

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

Application to

The Prudential Insurance Company of America (Prudential)

For Group Contract [No. G-XXXXX]

Applicant: [The ABC Company]_____

Address: [100 Main St., Main City, State]_____

The Group Contract is approved and its terms are accepted.

This Application is made in duplicate. One is attached to the Group Contract. The other is to be returned to Prudential.

It is agreed that this Application replaces any prior Application for the Group Contract.

_____ [The ABC Company]
(Full or Corporate Name of Applicant)

Dated at _____ [Main City, State]_____

By _____ [John Doe, President]_____
(Signature and Title)

On _____ [January 1, 20XX]_____

Witness _____ [Richard Roe]_____
(To be signed by Resident
Agent where required by law)

1

[NOTICE: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

2

[This Copy is to be Returned to Prudential]

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 APP 5009

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

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

Illustrative material consists of any entries such as dates, names, addresses and numbers which may be varied.

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

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be revised to accommodate law changes.
2. This item may be deleted.

1 [Employee: John Doe]

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Certificate of Coverage

2 **Prudential** certifies that insurance is provided according to the Group Contract(s) for [each Insured Employee. Your Booklet's Schedule of Benefits shows the Contract Holder and the Group Contract Number(s)].

1 [Insured Employee: You are eligible to become insured under the Group Contract if you are in the Covered Classes of the Booklet's Schedule of Benefits and meet the requirements in the Booklet's Who is Eligible section. The When You Become Insured section of the Booklet states how and when you may become insured for the Coverage. Your insurance will end when the rules in the When Your Insurance Ends section so provide. Your Booklet and this Certificate of Coverage together form your Group Insurance Certificate.]

3 [Coverage and Amounts: The available Coverage and the amounts of insurance are described in the Booklet.]

4 [If you are insured, your Booklet and this Certificate of Coverage form your Group Insurance Certificate. Together they replace any older booklets and certificates issued to you for the Coverage in the Booklet's Schedule of Benefits.] All Benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate.

1 **[Right to Examine this Group Insurance Certificate:** You may return this Group Insurance Certificate to Prudential, for any reason, within <10 – 60 days> after you receive it. If you return it within this period, the insurance will be void from the date it would otherwise take effect, and Prudential will refund your contributions, if any.]

Prudential's Address:

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

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the company.

THIS CERTIFICATE IS NOT MEDICAL COVERAGE. It does NOT provide any type of medical coverage and is not a substitute for medical coverage or disability insurance.

The Group Contract provides specified disease coverage ONLY.

[CRITICAL ILLNESS] COVERAGE

[03/01/XX REPLACEMENT OF YOUR
CERTIFICATE OF COVERAGE]

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 BCT 5001

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

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

Illustrative material consists of any entries such as coverage names, dates, amounts, times and addresses which may be varied to fit an individual case.

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will fall within the ranges, but may be revised as appropriate. For example, "30 days" may be changed to "1 month" or "365 days" may be changed to "1 year".

The term "Contract Holder" may be replaced by "Employer" or other appropriate term.

The term "you" or "Employee" may be replaced by the term "Member", "Participant" or other appropriate term describing a member of the group insured.

A term such as "Employee" or "Dependent" may also be added in front of the coverage name (e.g., "Employee Critical Illness Coverage").

The coverage name may be referred to by other appropriate names, such as "Basic", "Optional", or "Supplemental".

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

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be deleted.
2. This item may be revised as applicable to a Contract Holder's plan. For example, it may be revised to include the insured's name, the Contract Holder's name and the Group Contract Number(s).
3. This item may be deleted or may be revised to include the name of the coverage and a description of the amount of insurance.
4. This item may be revised to delete "If you are insured" or the second sentence.

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The Prudential Insurance Company of America

Explanation of Variable Language for

114774 BTC 5001

The variable material set forth in brackets within this form is Illustrative material.

Illustrative material consists of any entries such as form names and numbers, which may be varied to fit an individual case.

Schedule of Benefits

Covered Classes: [The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All Employees.]

Program Date: [January 1, 20XX]. [This Booklet describes the benefits under the Group Program as of the Program Date.

1

- This Booklet and the Certificate of Coverage together form your Group Insurance Certificate. The Coverage in this Booklet is insured under a Group Contract issued by Prudential. All benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate. It alone forms the agreement under which payment of insurance is made.
- The Contract Holder expects to continue the Group Program indefinitely. But the Contract Holder reserves the right to change or end it at any time. This would change or end the terms of the Group Program in effect at that time for active and retired Employees.]

[CRITICAL ILLNESS COVERAGE FOR YOU AND YOUR DEPENDENTS]

2

The items below are only highlights of your coverage. For a full description please read this entire Group Insurance Certificate.

[BENEFIT AMOUNTS FOR YOU:

3

The amount of insurance is the amount for your Benefit Class. You may enroll for the plan shown below. If you may choose the amount of insurance or if there are options from which to select, the amount for which you enroll will be recorded by your Employer and reported to Prudential.

Amount of Insurance For Each Benefit Class:

Benefit Classes

Amount of Insurance

All Employees

Any multiple of <\$500 - \$20,000>.

Maximum Amount: <\$100,000 - \$500,000>.]

4

[Guaranteed Issue Limit on the Amount of Employee Insurance: There is a limit on the amount for which you may be insured without submitting evidence of insurability. This is called the Guaranteed Issue Limit.

Your Guaranteed Issue Limit is <\$0 - \$500,000>.

See the Guaranteed Issue Limit on the Amount of Employee Insurance provision of the When You Become Insured section.]

5

[Increases and Decreases: You may elect to have your amount of insurance under the Coverage changed. You must do this on a form approved by Prudential and agree to make any required contributions.

If you request an increase, you must give evidence of insurability. The amount of your insurance will be increased when Prudential decides the evidence is satisfactory and you meet the Active Work Requirement.

If you request a decrease, the amount of your insurance will be decreased on the first of the month following the date of your written request.]

6 **[Lifetime Maximum Benefit:** No more than the Lifetime Maximum Benefit will be paid for all of your Critical Illnesses or Procedures.

The Lifetime Maximum Benefit is <100% - 250%> of your Amount of Insurance.]

7 **[Employee Amount Limit Due to Age:** When you are age 65 or more, your amount of insurance is limited. It is the Limited Percent (for that Age) of the amount for which you would then be insured if the Amount Limit Due to Age was not applied. Each Age and the Limited Percent for that Age are shown below.

| Age | Limited Percent |
|-------------|-----------------|
| 65 | 65 |
| 70 | 50 |
| 75 and more | 25 |

The Limited Percent for an Age takes effect on the day you become insured if you are then that Age. Otherwise, each Limited Percent for an Age takes effect on the first day of the month following your birthday for that Age.

[BENEFIT AMOUNTS FOR YOUR DEPENDENTS:

8 The amount of insurance is the amount for your Benefit Class. You may enroll your Qualified Dependents for the plan shown below. If you may choose the amount of insurance or if there are options from which to select, the amount for which you enroll will be recorded by your Employer and reported to Prudential. Your Benefit Class is determined by the classification of your Qualified Dependents and the amount for which you enroll as shown in this table.

| Qualified Dependents Classification | Amount of Insurance* |
|-------------------------------------|---|
| Your spouse or Domestic Partner | Any multiple of <\$500 - \$20,000>. Maximum Amount: <\$100,000 - \$500,000>. |
| Your children | Any multiple of <\$250 - \$10,000>. Maximum Amount: <\$10,000 - \$500,000>. |

* The amount of insurance on your Qualified Dependent spouse or Domestic Partner will not exceed <50% - 100%> of the amount for which you are insured under the Critical Illness Coverage. The amount of insurance on each of your Qualified Dependent children will not exceed <15% - 50%> of the amount for which you are insured under the Critical Illness Coverage.]

9 **[Guaranteed Issue Limit on Dependent Amounts:** There is a limit on the amount for which your Qualified Dependent may be insured without submitting evidence of insurability for that dependent. This is called the Guaranteed Issue Limit.

The Guaranteed Issue Limit for Dependent Amounts is <\$0 - \$500,000> for your Qualified Dependent spouse or Domestic Partner, and <\$0 - \$500,000> for your Qualified Dependent child.

See the Guaranteed Issue Limit on Dependent Amounts provision of the When You Become Insured section.]

10

[Increases and Decreases: You may elect to have the amount of insurance on your Qualified Dependents changed. You must do this on a form approved by Prudential and agree to make any required contributions.

If you request an increase in the amount of insurance for a Qualified Dependent, you must give evidence of insurability for the Qualified Dependent. The amount of insurance for the Qualified Dependent will be increased when Prudential decides the evidence is satisfactory and the Qualified Dependent is not home or hospital confined for medical care or treatment.

If you request a decrease in the amount of insurance for a Qualified Dependent, the amount of insurance for the Qualified Dependent will be decreased on the first of the month following the date of your written request.]

11

[Lifetime Maximum Benefit: No more than the Lifetime Maximum Benefit will be paid for all of a Qualified Dependent's Critical Illnesses or Procedures.

The Lifetime Maximum Benefit is <100% - 250%> of the Qualified Dependent's Amount of Insurance.]

12

[Dependent Amount Limit Due to Age: When you are age 65 or more, your Qualified Dependent spouse's or Domestic Partner's amount of insurance is limited. It is the Limited Percent (for that Age) of the amount for which your Qualified Dependent spouse or Domestic Partner would then be insured if the Amount Limit Due to Age was not applied. Each Age and the Limited Percent for that Age are shown below.

| Age | Limited Percent |
|-------------|-----------------|
| 65 | 65 |
| 70 | 50 |
| 75 and more | 25 |

The Limited Percent for an Age takes effect on the day you become insured if you are then that Age. Otherwise, each Limited Percent for an Age takes effect on the first day of the month following your birthday for that Age.]

13

[ADDITIONAL BENEFIT AMOUNTS FOR YOU AND YOUR DEPENDENTS UNDER THE CRITICAL ILLNESS COVERAGE

For the purposes of determining benefits under the Coverage, Amount of Insurance does not include any additional amount payable as shown below.]

14

[Wellness Benefit Amount Payable: <\$50 - \$200>.

Wellness Benefit Annual Limit: The Wellness Benefit is limited to <one - two> benefit payment per Calendar Year for each Covered Person.]

14

[National Cancer Institute (NCI) Evaluation Benefit Amount Payable: An amount equal to:

- (1) <\$500 - \$1,000>; plus
- (2) <\$250 - \$500> for the transportation and lodging of the Covered Person requiring the evaluation if the NCI facility is more than <1 - 200> miles from the Covered Person's primary residence.

NCI Evaluation Benefit Lifetime Limit: The NCI Evaluation Benefit is payable <once - twice> during the lifetime of each Covered Person.]

14

[Transportation Benefit Amount Payable: An amount equal to the lesser of:

- (1) the actual charges incurred for travel by train, plane or bus, plus <\$0.25 - \$1.00> per mile for travel by personal car; and
- (2) <\$500 - \$3,000>.

Transportation Benefit Annual Limit: The Transportation Benefit is limited to <one - six> benefit payments per Calendar Year for each Covered Person receiving treatment during that visit.]

14

[Lodging Benefit Amount Payable: <\$50 - \$200> per day.

Lodging Benefit Annual Limit: The Lodging Benefit is limited to <1 - 120> days per Calendar Year for each Covered Person receiving treatment during that visit.]

TO WHOM PAYABLE:

[Critical Illness benefits are payable to you with these exceptions:

15

- (1) If you are not living, benefits that are unpaid at your death will be payable to the first of the following: Your (a) surviving spouse or Domestic Partner; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) estate.
- (2) If you have assigned the insurance, benefits will be paid to the assignee. (See the Limits on Assignments section.)]

OTHER INFORMATION

Contract Holder: [THE ABC COMPANY]

Group Contract No.: [G-XXXXX]

16

[Associated Companies: Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request. This Certificate applies to the Contract Holder and its Associated Companies, if any.]

17

Cost of Insurance: [Insurance under the Coverage(s) in this Booklet is Contributory Insurance. You will be informed of the amount of your contribution when you enroll.]

18

[Employment Waiting Period: None]

Prudential's Address:

The Prudential Insurance Company of America
[80 Livingston Avenue
Roseland, New Jersey 07068]

[Arkansas Department of Insurance Contact Information:

Arkansas Insurance Department
1200 West Third Street

Little Rock, AR 72201
(501) 371-2640 or (800) 852-5494]

WHEN [YOU] HAVE A CLAIM

19

[Each time a claim is made, it should be made without delay. Use a claim form, and follow the instructions on the form.

If you do not have a claim form, contact your Employer.]

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 BSB 5009

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

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

Illustrative material consists of any entries such as dates, names, addresses, numbers, percentages, classes eligible, waiting periods, benefit amounts, times and ages which may be varied to fit an individual case.

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges, but may be revised as appropriate. For example, "30 days" may be changed to "1 month" or "365 days" may be changed to "1 year".

The term "Contract Holder" may be replaced by "Employer" or other appropriate term.

The terms "you", "person", "Covered Person" or "Employee" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

References, such as "You and Your Dependents", may be modified to reflect that the coverage may be issued as: employee only; employee and spouse; employee, spouse and children; spouse only; spouse and children only; or children only.

A term such as "Employee" or "Dependent" may also be added in front of the coverage name (e.g., "Employee Critical Illness Coverage").

The coverage name may be referred to by other appropriate names, such as "Basic", "Optional", or "Supplemental".

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

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

Marginal Notes

1. This item contains introductory information that may be omitted. It may also be expanded or revised as applicable to the Contract Holder's plan. For example, reference to retired employees may be omitted if there is no coverage for retired employees.

2. This item may be revised to reflect only employee coverage or only dependents coverage.
3. This item may be omitted if a dependents only certificate is to be issued. It will be revised to reflect the specific benefit option(s) selected by the Contract Holder. For example:
 - a minimum amount may be added;
 - the maximum amount may be omitted;
 - the amounts may be shown in a different way, such as increments of flat amounts;
 - amounts may include a choice of various options.
4. This item may be omitted. It may also be revised:
 - to show one limit for one class of employees, and another limit for a different class of employees;
 - to show other exceptions to the limit.
5. This item may be omitted. It may also be revised:
 - to specify other times or conditions when increases or decreases are permitted;
 - to restrict increases or decreases to certain types of plans, such as "optional" plans;
 - to allow for exceptions to the evidence requirement for increases, such as increases below a certain dollar amount.
 - to have the increase or decrease take effect on a different date, such as the date of the written request.
6. This item may be omitted. It may also be revised to apply only to certain specified Critical Illnesses or Procedures.
7. This item may be omitted. It may also be revised:
 - to show one or more steps to the age limit, at different intervals, ages and percents;
 - to have the limit take effect on a different date, such as immediately, the next contract anniversary, the January 1 following the insured's birthday, the first premium due date following the insured's birthday;
 - to indicate that the Delay of Effective Date does not apply.
8. This item may be omitted if an employee only certificate is to be issued. It may be revised to reflect Prudential or an administrator as the recordkeeper. It will be revised to reflect the specific benefit option(s) selected by the Contract Holder. For example:

- a minimum amount may be added;
 - the maximum amount may be omitted;
 - the amounts may be shown in a different way, such as increments of flat amounts, or a percent of the employee's amount;
 - amounts may include a choice of various options;
 - the amount limitation paragraph may be omitted.
9. This item may be omitted. It may also be revised:
- to show one limit for one class of dependents, and another limit for a different class of dependents;
 - to show other exceptions to the limit.
10. This item may be omitted. It may also be revised:
- to specify other times or conditions when increases or decreases are permitted;
 - to restrict increases or decreases to certain types of plans, such as "optional" plans;
 - to allow for exceptions to the evidence requirement for increases, such as increases below a certain dollar amount.
 - to have the increase or decrease take effect on a different date, such as the date of the written request.
11. This item may be omitted. It may also be revised:
- to apply only to certain specified Critical Illnesses or Procedures;
 - to show one maximum for one class of dependents, and another maximum for a different class of dependents.
12. This item may be omitted. It may also be revised:
- to base the limit on the age of the spouse or domestic partner rather than the age of the employee;
 - to show one or more steps to the age limit, at different intervals, ages and percents;
 - to have the limit take effect on a different date, such as immediately, the next contract anniversary, the January 1 following the insured's birthday, the first premium due date following the insured's birthday;
 - to indicate that the Delay of Effective Date does not apply.

13. This item will be omitted when no additional benefits are selected by the Contract Holder.
14. This item may be omitted.
15. This item may be replaced by one of the following:

VERSION 1

Critical Illness benefits are payable to you. But benefits that are unpaid at your death will be paid to your estate.

VERSION 2

Critical Illness benefits are payable to you. But benefits that are unpaid at your death will be payable to the first of the following: Your (a) surviving spouse or Domestic Partner; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) estate.

VERSION 3

Critical Illness benefits are payable to you with these exceptions:

- (1) If you are not living, benefits that are unpaid at your death will be paid to your estate.
 - (2) If you have assigned the insurance, benefits will be paid to the assignee. (See the Limits on Assignments section.)]
16. This item may be omitted. It may also be revised to replace the description with a specific list of associated companies.
 17. This item will be revised to indicate whether the insurance is on a contributory or non-contributory basis.
 18. This item may be omitted. It may be revised to show a different waiting period, or the following:

You may need to work for the Employer for a continuous full-time period before you become eligible for the Coverage. The period must be agreed upon by the Employer and Prudential. Your Employer will inform you of any such Employment Waiting Period for your class.
 19. This item may be revised to provide additional information, such as the contact's name.

General Definitions

[FOR YOU AND YOUR DEPENDENTS]

Some of the terms used in the Coverage:

1

[Active Work Requirement: A requirement that you be actively at work on a full-time basis at the Employer's place of business, or at any other place that the Employer's business requires you to go. You are considered actively at work during weekends or Employer-approved vacations, holidays or business closures if you were actively at work on the last scheduled work day preceding such time off.]

2

[Calendar Year: A year starting January 1.]

3

[Contract Holder: The Employer to whom the Group Contract is issued.]

4

[Contributory Insurance, Non-contributory Insurance: Contributory Insurance is insurance for which you must contribute toward the cost of the premium. Non-contributory Insurance is insurance for which the Employer pays the entire premium. The Schedule of Benefits shows whether insurance under the Coverage is Contributory Insurance or Non-contributory Insurance.]

Coverage: A part of the [Booklet] consisting of:

(1) A benefit page labeled as a Coverage in its title.

(2) Any page or pages that continue the same kind of benefits.

5

(3) A Schedule of Benefits entry and other benefit pages or forms that by their terms apply to that kind of benefits.]

6

Covered Person: [An Employee who is insured under the Coverage; a Qualified Dependent for whom an Employee is insured, if any, under the Coverage].

7

[Dependents Insurance: Insurance on the person of a dependent.]

Doctor: A licensed practitioner of the healing arts acting within the scope of the license. Prudential will not recognize any relative including, but not limited to, [you], [your] spouse, [your] Domestic Partner, or a child, brother, sister, or parent of [you] or [your] spouse or Domestic Partner as a doctor for a claim that [you] send to us.

8

[Employee: A person employed by the Employer; a proprietor or partner of the Employer.]

7

[Employee Insurance: Insurance on the person of an Employee.]

9

[The Employer: Collectively, all employers included under the Group Contract.]

10

First Occurrence: [With respect to a Critical Illness, it is the date the [person] is diagnosed with the Critical Illness for the first time. With respect to a Critical Procedure, it is the date the [person] has the Critical Procedure for the first time.]

Prudential: The Prudential Insurance Company of America.

[You: An Employee].

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 GDEF 5001

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

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

Illustrative material consists of any entries such as dates, names, and numbers which may be varied to fit an individual case.

The term “Contract Holder” may be replaced by “Employer” or other appropriate term.

The terms “you”, “person”, "Covered Person" or “Employee” may be replaced by the term “member”, “participant” or other appropriate term describing a member of the group insured.

References, such as “You and Your Dependents”, may be modified to reflect that the coverage may be issued as: employee only; employee and spouse; employee, spouse and children; spouse only; spouse and children only; or children only.

Whenever a reference to a Schedule of Benefits item appears in a form, the actual Schedule of Benefits item may be substituted.

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

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

Marginal Notes

1. This item may be omitted. It may also be revised to reflect the special active work requirements of the Contract Holder, for example:
 - The Active Work Requirement definition may be revised if the person does not have a specific employer or does not have to be working full time. It may be a more general actively working provision which would require the person to be working in their customary manner at their regular occupation or profession or performing the substantial and material duties of their occupation or profession.
 - An Annual Enrollment Period definition may be added as follows. It may also be revised to reflect the Contract Holder's plan, for example, to change the reference from "Calendar Year" to a different time period.

Annual Enrollment Period: There is a period each year during which you may enroll for Coverage or request a change in Coverage for the following Calendar Year. The Contract Holder will notify you of when this Annual Enrollment Period begins and ends.

2. The Calendar Year definition may be replaced by a Benefit Year definition and would show the applicable time period.
3. This definition may be revised as appropriate to the relationship between the insured person and a non-employer contract holder (e.g., union).
4. The Contributory Insurance, Non-contributory Insurance definition may be revised to delete the references to either Contributory or Non-contributory.
5. This item may be omitted or may refer to additional forms.
6. This item may be revised to reflect only employee coverage or only dependents coverage.
7. This item may be omitted.
8. This item may be omitted. It may also be revised to omit either clause.
9. This item may be omitted. It may also be revised to name any Included Employers.
10. If only Critical Illnesses are covered, this item may be revised to omit the second sentence. If only Critical Procedures are covered, this item may be revised to omit the first sentence.

Who is Eligible to Become Insured

FOR [EMPLOYEE] INSURANCE

You are eligible for [Employee] Insurance while:

- 1
- [you are a full-time or part-time Employee of the Employer; and
 - you are in a Covered Class; and
 - you are not on active duty in the armed forces of any country; and
 - you have completed the Employment Waiting Period, if any. You may need to work for the Employer for a continuous full-time or part-time period before you become eligible for the Coverage. The period must be agreed upon by the Employer and Prudential. Your Employer will inform you of any such Employment Waiting Period for your class.]

2

[You are full-time if you are regularly working for the Employer at least the number of hours in the Employer's normal full-time work week for your class, but not less than <30> hours per week. **You are part-time** if you are regularly working for the Employer at least the number of hours in the Employer's normal part-time work week for your class, but not less than <20> hours per week. If you are a partner or proprietor of the Employer, that work must be in the conduct of the Employer's business.]

3

[Your class is determined by the Contract Holder. This will be done under its rules, on dates it sets. The Contract Holder must not discriminate among persons in like situations. You cannot belong to more than one class for insurance on each basis, Contributory or Non-contributory Insurance, under the Coverage. "Class" means Covered Class, Benefit Class or anything related to work, such as position or Earnings, which affects the insurance available.]

4

[This applies if you are an Employee of more than one employer included under the Group Contract: For the insurance, you will be considered an Employee of only one of those employers. Your service with the others will be treated as service with that one.]

The rules for obtaining [Employee] Insurance are in the When You Become Insured section.

5 [FOR DEPENDENTS INSURANCE

You are eligible for Dependents Insurance while:

- you are eligible for Employee Insurance; and
- you have a Qualified Dependent.

5a **Qualified Dependents:**

These are the persons for whom you may obtain Dependents Insurance:

- Your spouse or Domestic Partner under age <50 - 75>.

Your Domestic Partner is a person of the same or opposite sex who:

- (a) is reported by you in an affidavit of domestic partnership satisfactory to Prudential; and
- (b) is in a single, dedicated, serious and committed relationship with you of at least <6 - 12> months; and
- (c) has shared a single permanent residence with you for at least <6 - 12> consecutive months prior to the person's enrollment in the Program; and
- (d) is an unmarried adult age 18 or older; and
- (e) is not related to you by blood or degree of closeness that would prohibit marriage in the law of the state in which you reside; and
- (f) is mentally competent to consent to contract; and
- (g) is not married to another person under statutory or common law nor in a domestic partnership with another person; and
- (h) is financially interdependent with you; and
- (i) is not otherwise a Qualified Dependent under the Program.

Either a spouse or a Domestic Partner may be a Qualified Dependent under the Program at any one time, but not both at the same time.

- Your unmarried children <from live birth – 6 months> to <18 – 29> years old.

5b

Your children include your legally adopted children, children placed with you for adoption prior to legal adoption, and each of your stepchildren, Domestic Partner's children and foster children who depends on you for support and maintenance. A child placed with you for adoption prior to legal adoption is considered your Qualified Dependent from the date of placement for adoption, and is treated as though the child were a newborn child born to you.

Exceptions:

5c

- (1) The age <18 - 29> limit does not apply to a child who:
 - (a) wholly depends on you for support and maintenance; and
 - (b) is enrolled as a full-time student in a school; and
 - (c) is less than the Student Age Limit.

Student Age Limit: <19 - 29>.

5d

- (2) Your spouse, Domestic Partner, or child is not your Qualified Dependent while:
 - (a) on active duty in the armed forces of any country; or
 - (b) insured under the Group Contract as an Employee; or
 - (c) the spouse, Domestic Partner, or child has protection under any Employee Coverage of the Group Contract after the spouse's, Domestic Partner's, or child's insurance under that Coverage ends.

5e

A child will not be considered the Qualified Dependent of more than one Employee. If this would otherwise be the case, the child will be considered the Qualified Dependent of the Employee named in a written agreement of all such Employees filed with the Contract Holder. If there is no written agreement, the child will be considered the Qualified Dependent of:

- (1) the Employee who became insured under the Group Contract with respect to the child, while the child was a Qualified Dependent of only that Employee; and otherwise
- (2) the Employee who has the longest continuous service with the Employer, based on the Contract Holder's records.

The rules for obtaining Dependents Insurance are in the When You Become Insured section.]

When You Become Insured

FOR [EMPLOYEE] INSURANCE

6

[Your Employee Insurance under the Coverage, whether Contributory or Non-contributory, will begin the first day on which:

- you have enrolled, if the Coverage is Contributory; and
- you are eligible for Employee Insurance; and
- you are in a Covered Class for that insurance; and
- you have met any evidence requirement for Employee Insurance (see the rules for when evidence is required below); and
- your insurance is not being delayed under the Delay of Effective Date section below; and
- that Coverage is part of the Group Contract.

For Contributory Insurance, you must enroll on a form approved by Prudential and agree to pay the required contributions. You may enroll for Contributory Insurance within <31 - 120> days of when you could first be covered, or within <31 - 120> days of a Life Event without evidence of insurability. Your Employer will tell you whether contributions are required and the amount of any contribution when you enroll.

At any time, the benefits for which you are insured are those for your class, unless otherwise stated.

"Life Event" means any of the following which constitute a change in family status:

- Your marriage, divorce, legal separation or annulment.
- Your becoming or ceasing to be a Domestic Partner.
- The birth, adoption or placement for adoption of your child.
- A change in the number of your Qualified Dependents.

- A change in your or your Qualified Dependent's employment status (including a change in work site or change in place of residence) if it causes you or your dependent to gain or lose eligibility for group coverage.

6a

When evidence is required: In any of these situations, you must give evidence of insurability. This requirement will be met when Prudential decides the evidence is satisfactory.

- (1) For Contributory Insurance, you enroll for Employee Insurance under the Coverage more than <31 – 120> days after you could first be covered.
- (2) You request an increase in your amount of insurance under the Coverage [more than <31 – 60> days after you are first eligible for that amount.
- (3) You re-enroll for Employee Insurance under the Coverage after you voluntarily cancelled it.
- (4) You re-enroll after any of your insurance under the Group Contract ends because you did not pay a required contribution.
- (5) You have not met a previous evidence requirement to become insured under any Prudential group contract covering Employees of the Employer.
- (6) You enroll for an amount of insurance that is over the Guaranteed Issue Limit.

6b

Guaranteed Issue Limit on the Amount of Employee Insurance: There is a limit on the amount for which you may be insured without submitting evidence of insurability. This is called the Guaranteed Issue Limit.

If the amount of insurance for your Class and age at any time is more than the Guaranteed Issue Limit, you must give evidence of insurability satisfactory to Prudential before the part over the Limit can become effective.

This evidence requirement applies:

- when you first become insured;
- when your Class changes; or
- if you request an increase in your amount of insurance.

Even if you are currently insured for an amount over the Limit, if you want to increase your amount of insurance you must still give evidence of insurability satisfactory to Prudential before that additional amount can become effective. The amount of your insurance will be increased to the amount for your Class and age when Prudential decides the evidence is satisfactory and you meet the Active Work Requirement.

Your Guaranteed Issue Limit is <\$0 - \$500,000>. If the Amount Limit Due to Age shown in the Schedule of Benefits applies at any time to your amount of insurance, that Limit will also apply to the Guaranteed Issue Limit as if it were an amount of insurance.

The Guaranteed Issue Limit does not apply to any amount of insurance for which you were insured under another group contract providing critical illness coverage for Employees of the Employer on the day prior to the Program Date.]

[FOR DEPENDENTS INSURANCE

Your Dependents Insurance under the Coverage for a person, whether Contributory or Non-contributory, will begin the first day on which all of these conditions are met:

- You have enrolled for Dependents Insurance under the Coverage, if the Coverage is Contributory.
- The person is your Qualified Dependent.
- You are in a Covered Class for that insurance.
- You are insured for the Employee Insurance under the Coverage.
- You have met any evidence requirement for that Qualified Dependent (see the rules for when evidence is required below).
- Your insurance for that Qualified Dependent is not being delayed under the Delay of Effective Date section below.
- Dependents Insurance under the Coverage is part of the Group Contract.

For Contributory Insurance, you must enroll on a form approved by Prudential and agree to pay the required contributions. You may enroll for Contributory Insurance within <31 - 120> days of when you could first be covered, or within <31 - 120> days of a Life Event without evidence of insurability. Your Employer will tell you whether contributions are required and the amount of any contribution when you enroll.

At any time, the Dependents Insurance benefits for which you are insured are those for your class, unless otherwise stated.

When evidence is required: In any of these situations, you must give evidence of insurability for a Qualified Dependent. For each Qualified Dependent, this requirement will be met when Prudential decides the evidence is satisfactory.

- (1) For Contributory Insurance, you enroll for Dependents Insurance under the Coverage more than <31 - 120> days after you are first eligible for Dependents Insurance.
- (2) You request an increase in the amount of insurance for a Qualified Dependent [more than <31 - 120> days after you are first eligible for that amount].
- (3) You re-enroll a Qualified Dependent after you voluntarily cancelled insurance for that Qualified Dependent.
- (4) You re-enroll for Dependents Insurance after any insurance under the Group Contract ends because you did not pay a required contribution.
- (5) The Qualified Dependent is a person for whom a previous requirement for evidence of insurability has not been met. The evidence was required for that person to become covered for an insurance, as a dependent or an Employee. That insurance is or was under any Prudential group contract for Employees of the Employer.
- (6) You enroll for an amount of insurance for a Qualified Dependent that is over the applicable Guaranteed Issue Limit on Dependents Amounts.

7b

Guaranteed Issue Limit on Dependent Amounts: There is a limit on the amount for which your Qualified Dependent may be insured without submitting evidence of insurability for that dependent. This is called the Guaranteed Issue Limit.

If you elect an amount of insurance for your Qualified Dependent above the Guaranteed Issue Limit, you must give evidence of insurability for that dependent satisfactory to Prudential before the part over the Limit can become effective.

This requirement applies:

- when you first become insured with respect to the Qualified Dependent; or
- if you request an increase in the amount of insurance for a Qualified Dependent.

Even if you are insured with respect to a Qualified Dependent for an amount over the Limit, if you want to increase the amount of your Qualified Dependent's insurance you must still give evidence of insurability satisfactory to Prudential before that additional amount can become effective. The amount of your Qualified Dependent's insurance will be increased when Prudential decides the evidence is satisfactory and your dependent is not home or hospital confined for medical care or treatment.

The Guaranteed Issue Limit for Dependent Amounts is <\$0 - \$500,000> for your Qualified Dependent spouse or Domestic Partner, and <\$0 - \$500,000> for your Qualified Dependent child. If the Amount Limit Due to Age shown in the Schedule of Benefits applies at any time to the amount of insurance for a Qualified Dependent, that Limit will also apply to the Guaranteed Issue Limit on Dependent Amounts as if it were an amount of insurance.

The Guaranteed Issue Limit for Dependent Amounts does not apply to any amount of insurance for a Qualified Dependent for which you have provided evidence prior to the Program Date.

The Guaranteed Issue Limit for Dependent Amounts does not apply to any amount of insurance for which you were insured under another group contract providing critical illness coverage for the dependents of Employees of the Employer on the day prior to the Program Date.

7c

Change in Family Status: It is important that you inform the Employer promptly when you first acquire a Qualified Dependent. You should also inform the Employer if your Dependents Insurance status changes from one to another of these categories:

- No Qualified Dependents.
- Qualified Dependent spouse or Domestic Partner only.
- Qualified Dependent spouse or Domestic Partner and children.
- Qualified Dependent children only.

If you are insured under the Coverage for one or more children, you need not report additional children.

Forms are available for reporting these changes.]

[Delay of Effective Date

FOR EMPLOYEE INSURANCE

Your Employee Insurance under the Coverage will be delayed if you do not meet the Active Work Requirement on the day your insurance would otherwise begin. Instead, it will begin on the first day you meet the Active Work Requirement and the other requirements for the insurance. The same delay rule will apply to any increase in your insurance that is subject to this section. If you do not meet the Active Work Requirement on the day that change would take effect, it will take effect on the first day you meet that requirement. This delay rule does not apply to any decreases in your insurance.

FOR DEPENDENTS INSURANCE

A Qualified Dependent may be confined for medical care or treatment, at home or elsewhere. If a Qualified Dependent is so confined on the day that your Dependents Insurance under the Coverage for that Qualified Dependent, or any change in that insurance that is subject to this section, would take effect, it will not then take effect. The insurance or change will take effect upon the Qualified Dependent's final medical release from all such confinement. The other requirements for the insurance or change must also be met.

Newborn Child Exception: This section does not apply to a child of yours at that child's birth if the child is born to you and either:

- (1) is your first Qualified Dependent; or
- (2) becomes a Qualified Dependent while you are insured for Dependents Insurance under the Coverage for any other Qualified Dependent.

Also, this section does not apply to any age increase in the amount of insurance for a child under the Dependents Coverage.]

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 BEL 5001

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

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

Illustrative material consists of any entries such as amounts, times and ages which may be varied to fit an individual case.

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges, but may be revised as appropriate. For example, "30 days" may be changed to "1 month" or "365 days" may be changed to "1 year".

The term "Contract Holder" may be replaced by "Employer" or other appropriate term.

The terms "you", "person" or "Employee" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

The terms "dependent", "spouse", "Domestic Partner", or "child" may be omitted or modified to reflect that the coverage may be issued as: employee only; employee and spouse; employee, spouse and children; spouse only; spouse and children only; or children only.

A term such as "Employee" or "Dependent" may also be added in front of the coverage name (e.g., "Employee Critical Illness Coverage").

The coverage name may be referred to by other appropriate names, such as "Basic", "Optional", or "Supplemental".

Whenever a reference to a Schedule of Benefits item appears in a Coverage Rider, the actual Schedule of Benefits item may be substituted.

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

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

Marginal Notes

1. This item may be revised to reflect provisions for dependents if a dependents only certificate is to be issued. It may also be revised:
 - one or more bullets may be omitted or revised as applicable to a Contract Holder's Plan;
 - additional bullets may be added for eligibility criteria;
 - to omit the general description of the Employment Waiting Period, or to specify the actual Employment Waiting Period.
2. This item may be omitted. It may also be revised as follows:
 - to reflect the specific definition of "full-time" for a specific Contract Holder;
 - to reflect the specific definition of "part-time" for a specific Contract Holder;
 - to omit the definition of full-time or the definition of part-time.
3. This item may be omitted, or the third sentence may be omitted. The definition of class may also be revised to show alternate requirements.
4. This item may be omitted. It may also be revised to detail eligibility requirements if the person is employed by more than one subsidiary or affiliate of the Contract Holder, or is employed by more than one Included Employer.
5. This item will be omitted if there is no dependents coverage. It may also be revised as follows:
 - Alternate eligibility requirements may be shown.
 - The definition of Qualified Dependents may be revised to remove reference to Domestic Partners, to include only spouse, only child, both spouse and child, or other dependents.
- 5a. The references to Domestic Partners may be omitted, or the requirements may be revised to show alternate eligibility requirements where required or permitted by state law. If Domestic Partner coverage is not permitted in a state, the references will be omitted.
- 5b. Child eligibility may be revised as follows:
 - Ages and the rules for who is considered a Qualified Dependent may be revised.
 - The paragraph referencing included children may be omitted or revised to show alternate child eligibility.

- If child coverage continues beyond the limiting age an additional line may be added which details the time period (e.g., end of month, end of the calendar year).

5c. This item may be omitted, or revised as follows:

- If the student age limit is unlimited, item (c) and the reference to Student Age Limit will be omitted.
- The ages may change.
- The full-time student requirement may be omitted or revised to show a specific number of credit hours, or part-time, etc.
- The dependency requirement may be omitted or revised to show alternate dependency rules such as residing in the Employee's home.
- If child coverage continues beyond the limiting age, an additional line may be added which details the time period.

5d. This item may be omitted, or revised to omit sub-items (a), (b) and/or (c).

5e. This item may be omitted.

6. This item will be changed to reflect provisions for dependents if a dependents only certificate is to be issued. It may also be revised as follows:

- The lead in paragraph may be expanded to include the date coverage will start and to indicate that coverage will not begin until enrollment is complete and Prudential approves the application.
- The date insurance begins may be changed (e.g., the day after, the first day of the month following).
- One or more bullets may be omitted.
- Bullets may be added to include additional eligibility criteria.
- The references to Contributions may be omitted if the Coverage is Non Contributory or all Coverages are Contributory.
- The references to Non Contributory may be omitted if all Coverages are Contributory.
- References to Life Events may be omitted.
- The evidence requirement may be revised as follows, to indicate that evidence is required for all insurance.
 - You have met the evidence requirement for Employee Insurance.

6a. This item may be omitted. This item may also be revised as follows:

- This item may be replaced by one of the following. The wording below may be revised to include a date.
 - **Evidence Requirement:** You will be required to provide evidence of insurability. This requirement will be met when Prudential decides the evidence is satisfactory.
 - **Evidence Requirement:** You will be required to provide evidence of insurability. This requirement will be met when Prudential decides the evidence is satisfactory.

This requirement does not apply to any amount of Coverage for which you were insured under another group contract providing critical illness coverage for Employees of the ABC Company on the day prior to the Program Date.

- One or more numbered items may be omitted.
- The references to Contributions may be omitted if the Coverage is Non-Contributory.
- The case specific limits which determine the need for evidence may be included.

6b. This item may be omitted, or revised as follows:

- The reference to age may be removed.
- The Guaranteed Issue Limit may apply to only one coverage, such as only Basic or only Optional, or it may apply to a combined Basic and Optional amount.
- One or more bulleted items may be omitted.
- To state that the Delay of Effective Date does not apply, and to remove the reference to the Active Work Requirement.
- The last sentence may be omitted.
- The last paragraph may be omitted.
- Other exceptions to the application of the Guaranteed Issue Limit may be added.

7. This item will be omitted if there is no dependents coverage. It may also be revised as follows:

- The lead in paragraph may be expanded to include the date coverage will start and to indicate that coverage will not begin until enrollment is complete and Prudential approves the application.
- The date insurance begins may be changed (e.g., the day after, the first day of the month following).
- One or more bullets may be omitted.

- Bullets may be added to include additional eligibility criteria.
- The references to Contributions may be omitted if the Coverage is Non Contributory or all Coverages are Contributory.
- The references to Non Contributory may be omitted if all Coverages are Contributory.
- References to Life Events may be omitted.
- The evidence requirement may be revised as follows to indicate that evidence is required for all insurance:
 - You have met the evidence requirement for that Qualified Dependent.
- The evidence requirement may be revised to not apply to a Qualified Dependent child.

7a. This item may be omitted. This item may also be revised as follows:

- This item may be replaced by one of the following. The wording below may be revised to include a date.
 - **Evidence Requirement:** You will be required to provide evidence of insurability for a Qualified Dependent. This requirement will be met when Prudential decides the evidence is satisfactory.
 - **Evidence Requirement:** You will be required to provide evidence of insurability for a Qualified Dependent. This requirement will be met when Prudential decides the evidence is satisfactory.

This requirement does not apply to any amount of Coverage for which you were insured under another group contract providing critical illness coverage for Employees and Dependents of the ABC Company on the day prior to the Program Date.

- One or more numbered items may be omitted.
- The references to Contributions may be omitted if the Coverage is Non-Contributory.
- The case specific limits which determine the need for evidence may be included.
- The evidence requirement may be revised to not apply to a Qualified Dependent child.

7b. This item may be omitted, or revised as follows:

- The Guaranteed Issue Limit may apply to only one coverage, such as only Basic or only Optional, or it may apply to a combined Basic and Optional amount.
- One or more bulleted items may be omitted.

- The evidence requirement may be revised to not apply to a Qualified Dependent child.
- To state that the Delay of Effective Date does not apply, and to remove the reference to home or hospital confinement.
- The last sentence may be omitted.
- Either or both of the last two paragraphs may be omitted.
- Other exceptions to the application of the Guaranteed Issue Limit may be added.

7c. This item may be omitted. It may also be revised to show other appropriate categories, or to require reporting of additional children.

8. This item may be omitted. It may also be revised to:

- Reflect a delay for increases only.
- Reflect provision for dependents if a dependents only certificate is to be issued.
- Reflect provision for employees if an employee only certificate is to be issued.
- If there is no child coverage, the Newborn Child Exception will be omitted.
- Omit the last sentence.

[Critical Illness] Coverage

[FOR YOU AND YOUR DEPENDENTS]

This Coverage pays benefits for certain Critical [Illnesses and Procedures].

1

Critical [Illnesses and Procedures] means the [person's]:

- (1) Adrenal Hypo-function (Addison's Disease);
- (2) Alzheimer's Disease;
- (3) Amyotrophic Lateral Sclerosis (ALS) (Lou Gehrig's Disease);
- (4) Aplastic Anemia;
- (5) Benign Brain Tumor;
- (6) Blindness;
- (7) Cancer in Situ (partial benefit);
- (8) Cerebral Palsy (for children age 5 or younger);
- (9) Coma;
- (10) Coronary Artery Bypass Surgery;
- (11) Cystic Fibrosis (for children age <5 – 17> or younger);
- (12) Deafness;
- (13) Diphtheria;
- (14) Encephalitis;
- (15) Heart Attack;
- (16) Heart Valve Replacement;
- (17) Huntington's Chorea;
- (18) Invasive Cancer (full benefit);
- (19) Legionnaires' Disease;
- (20) Liver Failure;
- (21) Loss of Hands and Feet;
- (22) Loss of Speech;
- (23) Major Organ Transplant;

- (24) Malaria;
- (25) Meningitis (Bacterial);
- (26) Multiple Sclerosis;
- (27) Muscular Dystrophy (for Covered Persons age <5 – 17> or older);
- (28) Myasthenia Gravis;
- (29) Necrotizing Fasciitis;
- (30) Occupational HIV Infection;
- (31) Osteomyelitis;
- (32) Paralysis of Limbs;
- (33) Parkinson's Disease;
- (34) Polio;
- (35) Rabies;
- (36) Renal (kidney) Failure;
- (37) Sickle Cell Anemia (for children age 5 or younger);
- (38) Stroke;
- (39) Systemic Lupus Erythematosus;
- (40) Systemic Scleroderma;
- (41) Terminal Illness;
- (42) Tetanus;
- (43) Third Degree Burns;
- (44) Traumatic Head Injury;
- (45) Tuberculosis].

See the Benefit Definitions for a definition of each Critical [Illness and Procedure].

A. BENEFITS.

Benefits for a Critical [Illness or Procedure] are payable only if[:

- (1) the person is diagnosed with the Critical Illness for the first time while a Covered Person and that diagnosis occurs during the Covered Person's lifetime; or
- (2) the person has the Critical Procedure for the first time while a Covered Person and that Critical Procedure occurs during the Covered Person's lifetime].

Not all such Critical [Illnesses or Procedures] are covered. See Critical [Illnesses and Procedures] Not Covered below.

3

First Occurrence Benefit Amount Payable: The amount payable for the First Occurrence of a Critical [Illness or Procedure] depends on the type of Critical [Illness or Procedure] as shown below. [All benefits are subject to the Lifetime Maximum Benefit below.]

Percent of the [Person's] Amount of Insurance

Critical [Illness or Procedure]:

4

| | |
|---|------------|
| [Adrenal Hypo-function (Addison's Disease) | <10 – 100> |
| Alzheimer's Disease | <10 – 100> |
| Amyotrophic Lateral Sclerosis (ALS) (Lou Gehrig's Disease) | <10 – 100> |
| Aplastic Anemia | <10 - 100> |
| Benign Brain Tumor..... | <10 - 100> |
| Blindness | <10 - 100> |
| Cancer in Situ (partial benefit) | <10 – 100> |
| Cerebral Palsy (for children age 5 or younger)..... | <10 – 100> |
| Coma | <10 – 100> |
| Coronary Artery Bypass Surgery..... | <10 – 100> |
| Cystic Fibrosis (for children age <5 – 17> or younger) | <10 – 100> |
| Deafness..... | <10 - 100> |
| Diphtheria..... | <10 – 100> |
| Encephalitis..... | <10 – 100> |
| Heart Attack..... | <10 – 100> |
| Heart Valve Replacement..... | <10 - 100> |
| Huntington's Chorea | <10 – 100> |
| Invasive Cancer (full benefit) | <10 – 100> |
| Legionnaires' Disease..... | <10 – 100> |
| Liver Failure | <10 - 100> |
| Loss of Hands and Feet..... | <10 - 100> |
| Loss of Speech | <10 - 100> |
| Major Organ Transplant..... | <10 – 100> |
| Malaria | <10 – 100> |
| Meningitis (Bacterial) | <10 – 100> |
| Multiple Sclerosis..... | <10 – 100> |
| Muscular Dystrophy (for Covered Persons age <5 – 17> or older)..... | <10 – 100> |
| Myasthenia Gravis | <10 – 100> |
| Necrotizing Fasciitis..... | <10 – 100> |
| Occupational HIV Infection | <10 – 100> |
| Osteomyelitis | <10 – 100> |
| Paralysis of Limbs..... | <10 – 100> |
| Parkinson's Disease | <10 - 100> |
| Polio | <10 – 100> |
| Rabies..... | <10 – 100> |
| Renal (kidney) Failure..... | <10 – 100> |
| Sickle Cell Anemia (for children age 5 or younger) | <10 – 100> |
| Stroke..... | <10 – 100> |
| Systemic Lupus Erythematosus | <10 – 100> |
| Systemic Scleroderma..... | <10 – 100> |
| Terminal Illness..... | <10 - 100> |

| | |
|-----------------------------|-------------|
| Tetanus | <10 – 100> |
| Third Degree Burns | <10 - 100> |
| Traumatic Head Injury | <10 - 100> |
| Tuberculosis..... | <10 – 100>] |

3

Reoccurrence Benefit Amount Payable: The amount payable for a Reoccurrence of a Critical [Illness or Procedure] is [<25% – 100%>] of the amount paid to the [person] for the First Occurrence of the Critical [Illness or Procedure]. [All benefits are subject to the Lifetime Benefit Maximum below.]

Reoccurrence of a Critical [Illness or Procedure] means[:

(1)] a person is positively diagnosed by a Doctor as having an additional occurrence or reoccurrence of a Critical [Illness or Procedure] for which a benefit was paid under this Coverage[; and

5

(2) the date of the diagnosis of the additional occurrence or reoccurrence is more than <180 - 365> days after the date of such prior benefit payment].

6

[Lifetime Maximum Benefit: No more than the Lifetime Maximum Benefit will be paid for all of a Covered Person's Critical Illnesses or Procedures.

The Lifetime Maximum Benefit for a Covered Person is <100% - 250%> of the person's Amount of Insurance.]

B. CRITICAL [ILLNESSES OR PROCEDURES] NOT COVERED.

7

A Critical [Illness or Procedure] is not covered if it is [caused by, contributed to by, or resulting from], directly or indirectly, any of these:

[(1) Attempted suicide, while sane or insane.

8

(2) Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.

(3) War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression.

(4) Travel or flight in any vehicle used for aerial navigation. This includes getting in, out, on or off any such vehicle. This (4) does not apply if the person is riding as a fare paying passenger in an licensed aircraft provided by a common carrier and operating between definitely established airports.

(5) Commission of a crime for which you have been convicted under state or federal law.

(6) Being under the influence of alcohol, or alcohol intoxication, as defined by the laws of the jurisdiction in which the Critical Illness or Procedure occurred. Conviction is not required for a determination of being intoxicated.

(7) Being under the influence or taking any drug, medication, narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the comprehensive Drug Abuse Prevention and Contract Act of 1970, as now or hereafter amended, unless prescribed by and administered in accordance with the advice of the Covered Person's Doctor.]

9

[PRE-EXISTING CONDITIONS:

A Critical Illness or Procedure is not covered if it is caused by, contributed to by, or resulting from a Pre-existing Condition.

A person has a Pre-existing Condition if both (1) and (2) are true:

- (1) (a) The person received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines, or followed treatment recommendation in the <5 days - 24 months> just prior to the person's effective date of coverage or the date an increase in the person's benefits would otherwise be available; or
 - (b) The person had symptoms for which an ordinarily prudent person would have consulted a health care provider in the <5 days - 24 months> just prior to the person's effective date of coverage or the date an increase in the person's benefits would otherwise be available.
- (2) The person's Critical Illness or Procedure begins within <5 days - 24 months> of the date the person's coverage under the plan becomes effective.

But, a person does not have a pre-existing condition if, after the date the coverage under the plan becomes effective or the date an increase in benefits would otherwise be available, there is a period of <5 days - 18 months> or more during which the person does not:

- (1) receive medical treatment, consultation, care or services, including diagnostic measures, or take prescribed drugs or medicines, or follow treatment recommendation for that condition; and
- (2) have symptoms related to that condition for which an ordinarily prudent person would have consulted a health care provider.]

10

[Affect of a Pre-Existing Condition on an Increase in Benefits: If there is an increase in your or your dependents' benefits due to an amendment of the plan or your enrollment in another plan option, a benefit limit will apply if the person's Critical Illness or Procedure is due to a Pre-existing Condition.

Benefits will be limited to the benefits the person had on the day before the increase if the person's Critical Illness or Procedure begins within <5 days - 24 months> of the date the person's increase in coverage under the plan becomes effective.]

10

[Special Rules for Pre-Existing Conditions If You Were Covered Under Your Employer's Prior Plan: Special rules apply to pre-existing conditions, if this critical illness plan replaces your Employer's prior plan and:

- you were covered by that plan on the day before this plan became effective; and
- you became covered under this plan within thirty-one days of its effective date.

The special rules are:

- (1) If the Employer's prior plan did not have a pre-existing condition exclusion or limitation, then a pre-existing condition will not be excluded or limited under this plan.
- (2) If the Employer's prior plan did have a pre-existing condition exclusion or limitation, then the limited time does not end after the first <5 days - 24 months> of coverage. Instead it will end on the date any equivalent limit would have ended under the Employer's prior plan.

- (3) If the change from your Employer's prior plan to this plan of coverage would result in an increase in the amount of benefits for a person, the benefits for the person's Critical Illness or Procedure that is due to a Pre-existing Condition will not increase. Instead the benefits are limited to the amount the person had on the day before the plan change. This applies whether or not the Employer's prior plan had a pre-existing condition exclusion or limitation.]

[C. EXTENDED CRITICAL ILLNESS BENEFIT AND WAIVER OF PREMIUM DURING TOTAL DISABILITY.]

If you meet the conditions below, your critical illness protection will be extended while you are Totally Disabled, and from the date Prudential receives proof as described below, premiums for your Coverage will be waived while your critical illness protection is extended. Until the date Prudential receives that proof, premiums are required for your Coverage. The "Extended Critical Illness Benefit" is the benefit described in this Section C.

The conditions referred to above are:

- (1) You become Totally Disabled while you are a Covered Person.
- (2) You are less than age 60 when your Total Disability starts.

Total Disability: You are Totally Disabled when:

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

The extension ends <6 months - 5 years> after your Total Disability started, unless, within that time period, you give Prudential written proof that:

- (1) you have met the above conditions; and
- (2) you are still Totally Disabled; and
- (3) your Total Disability has continued for at least 9 months.

Prudential will then further extend your critical illness benefit protection for successive <6 month - 5 year> periods. The first of these periods will start on the date Prudential receives this proof. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.

If a Critical Illness or Procedure occurs while your critical illness benefit protection is being extended, the Extended Critical Illness Benefit is payable when Prudential receives written proof that:

- (1) your Total Disability continued until the Critical Illness or Procedure occurred; and
- (2) all of the above conditions have been met.

Your extension protection ends if and when:

- (1) your Total Disability ends; or
- (2) you reach age 65; or

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

If your extension protection ends after you have given the first proof of continued Total Disability, you have the same rights and benefits under the Continuation of Coverage at Your Option section as if you ceased to be a member of the Covered Classes for insurance. But this does not apply if you become a Covered Person within 31 days after this protection ends.

Amount of Extended Critical Illness Benefit: This amount is determined as if you had remained a Covered Person until the Covered Illness or Procedure occurred. But it is reduced by any amount payable under Section A above or any Prudential group insurance that replaces this Coverage for a class of Employees.

Effect of Continuation: Continued insurance under the Continuation of Coverage at Your Option section will be in place of all rights under this Section C. But if you have met the requirements of this Section C, you can obtain these rights in exchange for all benefits of the continued insurance. Premiums paid under the continued insurance will be refunded.]

The Claim Rules and the To Whom Payable part of the Schedule of Benefits apply to the payment of the benefits.

The Prudential Insurance Company of America
Explanation of Variable Language for
114774 CRI R 5001

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

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

Illustrative material consists of any entries such as numbers, benefit amounts, benefit maximums, percents, times and ages which may be varied to fit an individual case.

Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges, but may be revised as appropriate. For example, "30 days" may be changed to "1 month" or "365 days" may be changed to "1 year".

The terms "you", "person", "Covered Person" or "Employee" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

References, such as "You and Your Dependents", may be modified to reflect that the coverage may be issued as: employee only; employee and spouse; employee, spouse and children; spouse only; spouse and children only; or children only.

A term such as "Employee" or "Dependent" may also be added in front of the coverage name (e.g., "Employee Critical Illness Coverage").

The coverage name may be referred to by other appropriate names, such as "Basic", "Optional", or "Supplemental".

Whenever a reference to a Schedule of Benefits item appears in a Coverage Rider, the actual Schedule of Benefits item may be substituted.

If only Critical Illnesses are covered, references to Critical Procedures will be omitted. If only Critical Procedures are covered, references to Critical Illness will be omitted.

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

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

Marginal Notes

1. This item may be revised:
 - to omit any item;

- to add a critical illness or procedure requested by the Contract Holder.
2. This item may be revised as follows:
 - item (1) or (2) may be omitted;
 - the requirement that the diagnosis or procedure occur during the Covered Person's lifetime may be omitted, and this item (3) added: "it is determined, as the result of an autopsy, that the Covered Person died as the result of a Critical Illness or Procedure".
 3. This item may be omitted. It may be revised to apply only to certain specified critical illnesses or procedures.
 4. This item may be revised:
 - to omit any Critical Illness or Procedure in order to correspond with those listed in the first provision;
 - to add a Critical Illness or Procedure in order to correspond with those listed in the first provision;
 - to reorder the Critical Illnesses and Procedures so that those with the same Percent of Amount of Insurance are grouped together beginning with the highest Amount.
 5. This item may be omitted.
 6. This item may be omitted. It may also be revised to show a different Maximum for dependents.
 7. This item may be replaced by "due to".
 8. Any numbered item may be omitted.
 9. This item may be omitted. It may also be revised:
 - to replace "caused by, contributed to by, or resulting from" with "due to";
 - to omit the "treatment-free" period;
 - to omit the references to an increase in benefits;
 - to omit the prudent person standard;
 - to apply only to certain specified critical illnesses or procedures;
 - to permit a "tiered application" of the pre-existing condition exclusion. A "tiered application" means an application of the pre-existing condition exclusion that varies within the client's plan. For example, pre-existing condition provisions may vary by:

a benefit threshold where the first specified dollar amount of benefits may be subject to a shorter pre-existing condition limit and benefits in excess of that specified amount are subject to a longer limit; or

length of service where employees with less than a specified period of service may be subject to a longer pre-existing condition limit and employees with more than that specified period of service are subject to a shorter limit; or

job classification where a pre-existing condition exclusion may apply to some classes and not to others.

10. This item may be omitted. It may also be revised:

- to permit a “tiered application” of the pre-existing condition exclusion. A “tiered application” means an application of the pre-existing condition exclusion that varies within the client’s plan. For example, pre-existing condition provisions may vary by:

a benefit threshold where the first specified dollar amount of benefits may be subject to a shorter pre-existing condition limit and benefits in excess of that specified amount are subject to a longer limit; or

length of service where employees with less than a specified period of service may be subject to a longer pre-existing condition limit and employees with more than that specified period of service are subject to a shorter limit; or

job classification where a pre-existing condition exclusion may apply to some classes and not to others.

11. This item may be omitted. The definition of Total Disability may be replaced by:

Total Disability: You are Totally Disabled when:

- (1) you are not working at any job for wage or profit; and
- (2) due to sickness, injury or both, you are not able to perform the material and substantial duties of your occupation.

After <1 - 5 years> of extended coverage, you are Totally Disabled when:

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

It may also be revised:

- to limit the extension protection period to one year (e.g., by omitting references to proof and waiver of premium);
- to limit the extension protection period to two years;

- to reflect different ages;
- to omit any condition or requirement based on age.

Benefit Definitions

1

[Adrenal Hypo-function (Addison's Disease): Addison's Disease means failure of the adrenal glands requiring replacement therapy. It does not include adrenal insufficiency resulting from prolonged corticosteroid treatment. Medical evidence of a definite diagnosis of Addison's Disease by an endocrinologist is required as proof of claim.]

1

[Alzheimer's Disease: Alzheimer's Disease means permanent and significant loss of cognitive ability. It does not include any other type of dementia. Medical evidence of a definite clinical diagnosis of Alzheimer's Disease by a neurologist, psychiatrist or geriatrician is required as proof of claim.]

1

[Amyotrophic Lateral Sclerosis (ALS) (Lou Gehrig's Disease): ALS means a progressive motor neuron disease that results in permanent clinical impairment of motor function. Medical evidence of a definite diagnosis of ALS by a neurologist is required as proof of claim.]

1

[Aplastic Anemia: Aplastic Anemia means permanent bone marrow failure with anemia, neutropenia and thrombocytopenia diagnosed by bone marrow examination. Medical evidence of a definite diagnosis of Aplastic Anemia by a hematologist is required as proof of claim.]

1

[Benign Brain Tumor: Benign Brain Tumor means a non-malignant tumor or cyst that is one centimeter or greater in size and located in the brain, cranial nerves or meninges within the skull. It does not include tumors of the pituitary gland or tumors of blood vessels known as angiomas or aneurysms. Medical evidence of a definite diagnosis of Benign Brain Tumor by a Doctor is required as proof of claim.]

1

[Blindness: Blindness means permanent and irreversible loss of sight in both eyes to the extent that even when tested with the use of visual aids, vision is measured at 20/400 or worse in the better eye using a Snellen eye chart. Being legally blind may not qualify as a valid claim. Medical evidence of a definite diagnosis of Blindness by a Doctor is required as proof of claim.]

1

[Cancer in Situ (partial benefit): Cancer in Situ means one of the following conditions that meets the TNM Staging classification and other qualifications specified below:

- (1) carcinoma in situ classified as TisN0M0, provided that surgery, radiotherapy or chemotherapy has been determined to be medically necessary by a Doctor who is board certified in the medical specialty that is appropriate for the type of carcinoma in situ involved;
- (2) malignant tumors classified as T1N0M0 or greater which are treated by endoscopic procedures alone;
- (3) malignant melanomas classified as T1N0M0, for which a pathology report shows maximum thickness less than or equal to 1.0 millimeters using the Breslow method of determining tumor thickness; and
- (4) tumors of the prostate classified as T1bN0M0, or T1cN0M0, provided that they are treated with a prostatectomy or radiotherapy.

Medical evidence of a definite diagnosis of Cancer in Situ by a Doctor is required as proof of claim.]

1

[Cerebral Palsy (for children age 5 or younger): Cerebral Palsy means a non-progressive neurological defect affecting muscle control which is characterized by spasticity and lack of co-

ordination of movements. Medical evidence of a definite diagnosis of Cerebral Palsy by a neurologist for a Covered Person age 5 or younger is required as proof of claim.]

1 **[Coma:** Coma means a state of unconsciousness with no reaction to external stimuli or internal needs which requires the use of life support systems and results in permanent neurological deficit with persistent clinical symptoms continuously for at least 96 hours. It does not include:

- (1) coma due to either alcohol or drug abuse;
- (2) persistent vegetative state; or
- (3) medically-induced coma.

Medical evidence of a definite diagnosis of Coma by a Doctor is required as proof of claim.]

1 **[Coronary Artery Bypass Surgery:** Coronary Artery Bypass Surgery means the undergoing of surgery requiring media sternotomy (surgery to divide the breastbone) on the advice of a cardiologist or cardiovascular surgeon to correct narrowing or blockage of one or more coronary arteries with bypass grafts.]

1 **[Cystic Fibrosis (for children age <5 – 17> or younger):** Medical evidence of a definite diagnosis of Cystic Fibrosis by a pediatrician based on diagnostic tests either before or after birth for a Covered Person age <5 – 17> or younger is required as proof of claim.]

1 **[Deafness:** Deafness means permanent and irreversible loss of hearing in both ears to the extent that the loss is greater than <70 – 95> decibels across all frequencies in both ears using a pure tone audiogram. Medical evidence of a definite diagnosis of Deafness by a Doctor is required as proof of claim.]

1 **[Diphtheria:** Diphtheria means infection caused by *Corynebacterium diphtheriae*. Medical evidence of a definite clinical diagnosis of Diphtheria by a Doctor is required as proof of claim.]

1 **[Encephalitis:** Encephalitis means permanent neurological deficit with persistent clinical symptoms. It does not include encephalitis due to Human Immunodeficiency Virus (HIV) infection. Medical evidence of a definite diagnosis of acute Encephalitis by a neurologist is required as proof of claim.]

1 **[Heart Attack:** Heart Attack means death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- (1) new characteristic electrocardiographic changes;
- (2) characteristic rise of cardiac enzymes or troponins recorded at the following levels of higher – troponin T>1.0ng/ml, AccuTnl>0.5ng/ml.; and
- (3) the evidence must show a definite acute myocardial infarction.

It does not include:

- (1) heart attack that occurs during a surgical procedure;
- (2) other acute coronary syndromes, including but not limited to angina; or
- (3) heart attack due to either alcohol or drug abuse.

Medical evidence of a definite diagnosis of Heart Attack by a cardiologist is required as proof of claim.]

1

[Heart Valve Replacement: Heart Valve Replacement means the undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a cardiologist to replace or repair one or more heart valves. It does not include surgical procedures that do not involve open-heart surgery.]

1

[Huntington's Chorea: Huntington's Chorea means a progressive chorea and dementia. Medical evidence of a definite diagnosis of Huntington's Chorea by a neurologist is required as proof of claim.]

1

[Invasive Cancer (full benefit): Invasive Cancer means any malignant tumor positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumor includes leukemia, lymphoma, sarcoma and multiple myeloma. The following are not Invasive Cancer:

- (1) all cancers which are histologically classified as any of the following: pre-malignant, non-invasive, cancer in situ, borderline malignancy or low potential malignancy;
- (2) all tumors of the prostate unless histologically classified as having a Gleason score of 7 or greater or having progressed to at least clinical TNM classification T2N0M0;
- (3) chronic lymphocytic leukemia unless histologically classified as having progressed to at least Rai Stage II or above;
- (4) any skin cancer other than malignant melanoma; or
- (5) malignant melanomas classified as T1N0M0, for which a pathology report shows maximum thickness less than or equal to 1.0 millimeters using the Breslow method of determining tumor thickness.

Medical evidence of a definite diagnosis of Invasive Cancer by a Doctor is required as proof of claim.]

1

[Legionnaires' Disease: Legionnaire's Disease means infection caused by Legionella pneumophilia. Medical evidence of a definite diagnosis of Legionnaires' Disease by a Doctor is required as proof of claim.]

1

[Liver Failure: Liver Failure means irreversible end-stage liver failure due to cirrhosis resulting in all of the following: permanent jaundice, ascites and encephalopathy. It does not include liver disease due to:

- (1) alcohol;
- (2) drug abuse;
- (3) drug overdose (including, but not limited to, over-the-counter drugs); or
- (4) any hepatitis.

Medical evidence of a definite diagnosis of Liver Failure by a Doctor is required as proof of claim.]

1

[Loss of Hands and Feet: Loss of Hands and Feet means permanent physical severance of any combination of two or more limbs at or proximal to (above) the wrist or ankle joints. The loss of two or more limbs does not have to occur at the same time or be due to the same cause, but each loss of limb must occur while the person is a Covered Person.]

1

[Loss of Speech: Loss of Speech means total, permanent and irreversible loss of the ability to speak as a result of physical injury or disease. It includes loss of speech due to surgery or medical treatment for an illness. It does not include loss of speech due to Stroke, Traumatic Head Injury or

Invasive Cancer. Medical evidence of a definite diagnosis of Loss of Speech by a Doctor is required as proof of claim.]

2 **[Major Organ Transplant:** Major Organ Transplant means the undergoing as a recipient of a human-to-human transplant of bone marrow or of a complete heart, kidney, liver, lung or pancreas, or inclusion on the Organ Procurement and Transplantation Network waiting list for such a procedure. It does not include the transplant of any other organs, parts of organs, stem cells, tissues or cells. Simultaneous transplant of multiple organs is considered a single organ transplant for the purpose of determining benefits under this critical illness plan.]

1 **[Malaria:** Malaria means infection by one of four species of the genus Plasmodium. Medical evidence of a definite diagnosis of Malaria by an infectious disease specialist, usually made by identifying the parasites on Giemsa-stained thin blood films, is required as proof of claim.]

1 **[Meningitis (Bacterial):** Bacterial Meningitis means inflammation of the membranes of the brain or spinal cord due to a bacterial infection and resulting in permanent neurological deficit with persistent clinical symptoms. It does not include other forms of meningitis, including viral meningitis. Medical evidence of a definite diagnosis of Bacterial Meningitis by a neurologist or infectious disease specialist is required as proof of claim.]

1 **[Multiple Sclerosis:** Multiple Sclerosis means a current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least six months. Medical evidence of a definite diagnosis of Multiple Sclerosis by a neurologist is required as proof of claim.]

1 **[Muscular Dystrophy (for Covered Persons age <5 – 17> or older):** Muscular Dystrophy means well-defined neurological abnormalities confirmed by electromyography and muscle biopsy. Medical evidence of a definite diagnosis of Muscular Dystrophy by a neurologist for a Covered Person age <5 – 17> or older is required as proof of claim.]

1 **[Myasthenia Gravis:** Myasthenia Gravis means the acquired condition characterized by fatigability, and confirmed by:

- (1) electromyography; and
- (2) treatment with physostigmine.

Medical evidence of a definite diagnosis of Myasthenia Gravis by a neurologist is required as proof of claim.]

1 **[Necrotizing Fasciitis:** Necrotizing Fasciitis means a rapidly spreading infection associated with widespread diffuse infection and resulting in a surgical procedure. Medical evidence of a definite diagnosis of Necrotizing Fasciitis by a Doctor is required as proof of claim.]

1 **[Occupational HIV Infection:** Occupational HIV Infection means infection with Human Immunodeficiency Virus (HIV) resulting from accidental injury during the course of a Covered Person's normal occupation, which exposed the person to HIV contaminated body fluids. The accidental injury leading to the infection must have occurred after the effective date of such Covered Person's insurance coverage.

Proof of claim for Occupational HIV Infection must show:

- (1) The accidental injury was reported to the employer within 14 days of the accidental injury; and
- (2) A serum HIV test was taken within 14 days of the accidental injury and the result was negative; and

- (3) A serum HIV test was taken between 90 days and 180 days after the accidental injury and the result is positive; and
- (4) The accidental injury is compensable under state workers' compensation laws; and
- (5) A definite diagnosis of Occupational HIV Infection made by an infectious disease specialist.

Occupational HIV Infection does not include HIV infection that has occurred as a result of non-accidental injury including, but not limited to, sexual transmission and intravenous (IV) drug use.]

1

[Osteomyelitis: Medical evidence of a definite diagnosis of Osteomyelitis by a Doctor based on x-ray or bone scan and resulting in a surgical procedure is required as proof of claim.]

1

[Paralysis of Limbs: Paralysis of Limbs means total and irreversible loss of muscle function to the whole of any two limbs. It does not include paralysis of limbs due to Stroke. Medical evidence of a definite diagnosis of Paralysis of Limbs by a Doctor is required as proof of claim.]

1

[Parkinson's Disease: Parkinson's Disease means permanent clinical impairment of motor function with associated tremor, rigidity of movement and postural instability. Medical evidence of a definite diagnosis of Parkinson's Disease by a neurologist is required as proof of claim.]

1

[Polio: Polio means infection with poliovirus type 1, 2 or 3. Medical evidence of a definite diagnosis of Polio by a neurologist or infectious disease specialist is required as proof of claim.]

1

[Rabies: Rabies means infection caused by a virus of the Lyssavirus family. Proof of claim for Rabies must show:

- (1) a definite diagnosis of Rabies by an infectious disease specialist based on isolation of antibodies in the blood, saliva or cerebrospinal fluid; and
- (2) documented symptoms of Rabies.]

1

[Renal (kidney) Failure: Renal Failure means chronic and end stage (irreversible) failure of both kidneys to function, the result of which is the need for regular dialysis for a period of at least three months. It does not include renal failure due to diabetes mellitus, hypertension, Systemic Lupus Erythematosus or Systemic Scleroderma. Medical evidence of a definite diagnosis of Renal Failure by a Doctor is required as proof of claim.]

1

[Sickle Cell Anemia (for children age 5 or younger): Medical evidence of a definite diagnosis of Sickle Cell Anemia by a hematologist for a Covered Person age 5 or younger, confirmed with hemoglobin electrophoresis, is required as proof of claim. Having sickle cell trait alone does not qualify as a valid claim.]

1

[Stroke: Stroke means death of brain tissue due to inadequate blood supply or hemorrhage within the skull resulting in a permanent and significant neurological deficit with persistent clinical symptoms. It does not include transient ischemic attacks ("TIA"). Medical evidence of a definite diagnosis of Stroke by a neurologist is required as proof of claim.]

1

[Systemic Lupus Erythematosus: Proof of claim for Systemic Lupus Erythematosus must show a definite diagnosis of Systemic Lupus Erythematosus by a rheumatologist resulting in either of the following:

- (1) permanent neurological deficit with persistent clinical symptoms; or
- (2) permanent impairment of kidney function such that the calculated glomerular filtration rate is less than 30 ml/min, as measured on two occasions, one month apart.]

1

[Systemic Scleroderma: Systemic Scleroderma means a thickening or hardening of the skin due to abnormal dermal collagen. Medical evidence of a definite diagnosis of Systemic Scleroderma by a rheumatologist, confirmed by biopsy, is required as proof of claim.]

1

[Terminal Illness: Terminal Illness means advanced or rapidly progressing incurable illness where the Covered Person's life expectancy is <6 to 24> months or less. Terminal Illness does not include any other Critical Illness or Procedure covered under this critical illness plan. Certification by a Doctor that the Covered Person's life expectancy is <6 to 24> months or less, and supporting medical evidence are required as proof of claim.]

1

[Tetanus: Tetanus means infection caused by toxin-secreting clostridium tetani. Medical evidence of a definite diagnosis of Tetanus by a neurologist is required as proof of claim.]

1

[Third Degree Burns: Third Degree Burns means burns covering either 20% of the body's surface area or 50% of the surface area of the face, requiring skin grafting. Medical evidence of a definite diagnosis of Third Degree Burns by a Doctor is required as proof of claim.]

1

[Traumatic Head Injury: Traumatic Head Injury means death of brain tissue as a result of traumatic injury that result in a permanent neurological deficit with significant loss of muscle function or significant cognitive impairment, and persistent clinical symptoms. Medical evidence of a definite diagnosis of Traumatic Head Injury by a neurologist is required as proof of claim.]

1

[Tuberculosis (Primary): Tuberculosis means infection with Mycobacterium tuberculosis, with the first infection leading to Primary Tuberculosis. Medical evidence of a definite diagnosis of Primary Tuberculosis by an infectious disease specialist, confirmed by sputum culture, is required as proof of claim.]

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 BDEF 5001

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Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges, but may be revised as appropriate. For example, "30 days" may be changed to "1 month" or "365 days" may be changed to "1 year".

The term "Contract Holder" may be replaced by "Employer" or other appropriate term.

The terms "you", "person", "Covered Person" or "Employee" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

References, such as "You and Your Qualified Dependents", may be modified to reflect that the coverage may be issued as: employee only; employee and spouse; employee, spouse and children; spouse only; spouse and children only; or children only.

A term such as "Employee" or "Dependent" may also be added in front of the coverage name (e.g., "Employee Critical Illness Coverage").

The coverage name may be referred to by other appropriate names, such as "Basic", "Optional", or "Supplemental".

Whenever a reference to a Schedule of Benefits item appears in a Coverage Rider, the actual Schedule of Benefits item may be substituted.

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

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

Marginal Notes

1. This item may be omitted. It may be revised to be more liberal (for example, by omitting any requirement or exclusion).

2. This item may be omitted. It may be revised to be more liberal (for example, by omitting any requirement or exclusion, or adding covered organs). It may also be revised to omit reference to bone marrow, or any of the listed organs.

Additional Benefits under [Critical Illness Coverage]

[FOR YOU AND YOUR DEPENDENTS]

An additional benefit may be payable under this Coverage. Any such benefit is payable in addition to any other benefit payable under this Coverage. A Covered Person's Lifetime Maximum Benefit under this Coverage will not be reduced by the amount of any additional benefit payable under this part of the Coverage. Any additional conditions that apply to an additional benefit are shown below. An additional benefit is payable only if those conditions are met.

1

[A. WELLNESS BENEFIT.]

This additional benefit for wellness pays benefits for a Covered Person's health screening test only if both of these conditions are met:

- (1) The Covered Person has been continuously insured under the Group Contract for at least <1 - 24> months.
- (2) The Covered Person receives one of the following health screening tests while not confined in a hospital:
 - (a) bone marrow testing;
 - (b) blood tests for triglycerides;
 - (c) chest x-ray;
 - (d) colonoscopy;
 - (e) carotid Doppler;
 - (f) Doppler screening for peripheral vascular disease;
 - (g) electrocardiogram (EKG);
 - (h) echocardiogram;
 - (i) flexible sigmoidoscopy;
 - (j) hemoccult stool analysis;
 - (k) human papilloma virus vaccination;
 - (l) lipid panel (total cholesterol count);
 - (m) mammography (including low dose and breast ultrasound);
 - (n) pap smear (including thin prep pap test);

- (o) serum protein electrophoresis;
- (p) skin cancer biopsy;
- (q) stress test on bike or treadmill;
- (r) thermography;
- (s) ultrasound screening of the abdominal aorta for abdominal aortic aneurysms.

Wellness Benefit Amount Payable: The additional amount payable is shown in the Schedule of Benefits.

Wellness Benefit Annual Limit: The Wellness Benefit is limited to <one - two> benefit payment per Calendar Year for each Covered Person.]

2

[B. BENEFIT FOR NATIONAL CANCER INSTITUTE (NCI) EVALUATION.

This additional benefit for NCI evaluation pays benefits for a Covered Person's evaluation or consultation at an NCI-designated cancer center only if both of these conditions are met:

- (1) The Covered Person is seeking the evaluation or consultation as a result of receiving a diagnosis of Cancer.
- (2) The purpose of the evaluation or consultation is to determine the appropriate course of treatment.

NCI Evaluation Benefit Amount Payable: The additional amount payable is shown in the Schedule of Benefits.

NCI Evaluation Benefit Lifetime Limit: The NCI Evaluation Benefit is payable <once - twice> during the lifetime of each Covered Person.]

3

[C. TRANSPORTATION BENEFIT.

This additional benefit for transportation pays benefits for the travel expenses associated with a Covered Person's round trip travel between the Covered Person's primary residence and a hospital or medical facility only if both of these conditions are met:

- (1) The Covered Person needs to travel to the hospital or medical facility to receive treatment for a Critical Illness or to have a Critical Procedure performed.
- (2) The hospital or medical facility is more than <1 - 200> miles from the Covered Person's primary residence.

Transportation Benefit Amount Payable: The additional amount payable is shown in the Schedule of Benefits.

Transportation Benefit Annual Limit: The Transportation Benefit is limited to <one - six> benefit payments per Calendar Year for each Covered Person receiving treatment during that visit.]

3

[D. LODGING BENEFIT.

This additional benefit for lodging pays benefits for a Covered Person's lodging expenses only if all of these conditions are met:

- (1) The Covered Person needs to stay overnight in order to receive treatment for a Critical Illness or to have a Critical Procedure at a hospital or medical facility.
- (2) The hospital or medical facility is more than <1 - 200> miles from the Covered Person's primary residence.
- (3) The lodging occurs not more than <12 - 48>hours prior to the treatment or procedure, and not more than <12 - 48> hours after the treatment or procedure.

Lodging Benefit Amount Payable: The additional amount payable is shown in the Schedule of Benefits.

Lodging Benefit Annual Limit: The Lodging Benefit is limited to <1 - 120> days per Calendar Year for each Covered Person receiving treatment during that visit.]

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 CRI A 5001

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Ranges (e.g., percentages, amounts, times) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges, but may be revised as appropriate. For example, "30 days" may be changed to "1 month" or "365 days" may be changed to "1 year".

The terms "you", "person", "Covered Person" or "Employee" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

References, such as "You and Your Dependents", may be modified to reflect that the coverage may be issued as: employee only; employee and spouse; employee, spouse and children; spouse only; spouse and children only; or children only.

A term such as "Employee" or "Dependent" may also be added in front of the coverage name (e.g., "Employee Critical Illness Coverage").

The coverage name may be referred to by other appropriate names, such as "Basic", "Optional", or "Supplemental".

Whenever a reference to a Schedule of Benefits item appears in a Coverage Rider, the actual Schedule of Benefits item may be substituted.

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

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

Marginal Notes

- 1 This provision will be omitted when this additional benefit is not selected by the Contract Holder. It may also be revised as follows:
 - to omit item (1);

- to omit any one or more of the tests listed in item (2);
 - or add one or more tests;
 - to omit the annual limit.
2. This provision will be omitted when this additional benefit is not selected by the Contract Holder. It may also be revised to omit the lifetime limit, or change it to an annual limit.
 3. This provision will be omitted when this additional benefit is not selected by the Contract Holder. It may also be revised:
 - to omit the annual limit;
 - to change the annual limit to a lifetime limit;
 - to omit references to Critical Illness when only Critical Procedures are covered;
 - to omit references to Critical Procedures when only Critical Illness is covered.

When Your Insurance Ends

1 [EMPLOYEE AND DEPENDENTS INSURANCE]

1 Your [Employee Insurance under the Coverage or your Dependents Insurance under the Coverage] will end [on the first of these to occur:]

2

- 3 • [The last day of the month in which your membership in the Covered Classes for the insurance ends because your employment ends (see below) or for any other reason.]
- 4 • [The last day of the month in which your class is removed from the Covered Classes for the insurance.]
- 5 • [The date your Employer ceases to be included under the Group Contract.]
- The date the Group Contract providing the insurance ends.
- 5 • [The last day of the month in which you reach age <65 - 100>.]
- 1 • [The last day of the month in which you reach your Lifetime Maximum Benefit.]
- 5 • [The date you die.]
- [For Contributory Insurance under the Coverage, the last day of the month in which you fail to pay, when due, any required contribution. But, if Employee Insurance is Contributory, failure to contribute for Dependents Insurance will not cause your Employee Insurance to end.
- If the Insurance is Dependents Insurance, the last day of the month in which your Employee Insurance under the Coverage ends.

6 Your Dependents Insurance for a Qualified Dependent under the Coverage will end on the first of these to occur:

- The last day of the month in which the Qualified Dependent reaches the Lifetime Maximum Benefit for that Qualified Dependent.
- The last day of the month in which that person ceases to be a Qualified Dependent for the Coverage. A spouse will cease to be a Qualified Dependent at age <65 - 100>. (See Continued Coverage for an Incapacitated Child below.)]

7 **[End of Employment:** For insurance purposes, your employment will end when you are no longer a full-time Employee actively at work for the Employer. But, under the terms of the Group Contract, the Employer may consider you as still employed in the Covered Classes during certain types of absences from full-time work. This is subject to any time limits or other conditions stated in the Group Contract.

Your employment in the Covered Classes will not be considered to end while you are absent from work due to leave for which insurance is required to be continued under the Federal Family and Medical Leave Act of 1993 or a state law requiring similar continuation, as reported to Prudential by the Employer.

If you stop active full-time work for any reason, you should contact the Employer at once to determine what arrangements, if any, have been made to continue any of your insurance.]

8

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

- (1) The child is then mentally or physically incapable of earning a living.
- (2) The child otherwise meets the definition of Qualified Dependent.

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

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 BTE 5009

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The term "Contract Holder" may be replaced by "Employer" or other appropriate term.

The term "you", "person", "Covered Person" or "Employee" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

References, such as "You and Your Qualified Dependents", may be modified to reflect that the coverage may be issued as: employee only; employee and spouse; employee, spouse and children; spouse only; spouse and children only; or children only.

A term such as "Employee" or "Dependent" may also be added in front of the coverage name (e.g., "Employee Critical Illness Coverage").

The coverage name may be referred to by other appropriate names, such as "Basic", "Optional", or "Supplemental".

Whenever a reference to a Schedule of Benefits item appears in a Coverage Rider, the actual Schedule of Benefits item may be substituted.

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

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

Marginal Notes

1. This item may be revised to delete reference to employee or dependents insurance depending on the coverages included in the certificate.
2. This item may be revised to add wording to specify when coverage ends if it is not immediate (e.g., end of the month).
3. This item may be deleted or revised as follows:
 - The reference to employment may be deleted.

- Other applicable reasons may be shown.
 - Coverage may end at a different time (e.g., immediately).
4. This item may be deleted or revised so that coverage ends at a different time (e.g., immediately).
 5. This item may be deleted.
 6. This item may be deleted or revised as applicable to a Contract Holder's plan. For example:
 - Coverage ends at a different time (e.g., immediately).
 - References to employee or dependents insurance may be deleted.
 - References to contributions may be deleted if a plan is non-contributory.
 - Statements may be included regarding which coverages are contributory and which coverages are non-contributory.
 - The reference to a spouse's age may be deleted.
 - The reference to incapacitated child may be deleted.
 7. This item may be deleted. It may be revised to describe any of the types of absences and the time limits or conditions. The term "full-time" may be replaced by the term "full-time or part-time" or "part-time" only.
 8. This item may be deleted or revised as applicable to the Contract Holder's plan. But, this item will be included when it is required by state law.

Continuation of [Coverage] at [Your] Option

[FOR YOU AND YOUR DEPENDENTS]

[You] may elect to continue [Coverage] for [you and your Qualified Dependents] if all of these conditions are met:

- (1) Coverage for [you and your Qualified Dependents] under the Group Contract would have ended because:
 - (a) your employment ended for a reason other than gross misconduct; or
 - (b) your work hours were reduced.
- (2) You have been continuously insured under the Group Contract and/or the Employer's prior plan for at least <30 days - 12 months> just before the date your employment ended or your work hours were reduced.

1

The Coverage that may be continued is that which you had on the date your] employment ended or your work hours were reduced.]

[Your Employer] will give [you] a written election notice of [your] right to continue the [Coverage]. The notice will state the amount of the payments required for the continued [Coverage] and the manner in which payments must be made. If [you] want to continue the [Coverage], the election notice must be completed and returned to [your Employer], along with the required first payment [by the later of:

- (1) the thirty-first day after the Coverage would otherwise have ended; and
- (2) the fifteenth day after you receive the notice informing you of your right to continue. But, in no event may election be made if you do not apply for continuation of Coverage and pay the first payment prior to the ninety-second day after you cease to be covered for the Coverage. If this is done, the Coverage will be continued from the date it would have ended until the first of these occurs:
 - (a) The date <1 - 18 months> from the date employment ended or work hours were reduced.
 - (b) If you fail to make any payment required by the Employer for the continued Coverage, the end of the period for which you have made required payments.
 - (c) The date you attain age <80 - 90>.
 - (d) The date you become covered under any other group critical illness plan.]

2

While [Critical Illness] Coverage is continued under this provision, all other terms of the Group Contract will apply, except:

- (1) The Delay of Effective Date Section will not apply.

3

(2) [Your] Amount of Insurance may not be more than [<50% - 100%>] of [your] Amount of Insurance under the Group Contract when the Coverage would have ended, but not less than [<\$1,000 - \$20,000>]. [The Amount of Insurance on each dependent may not be more than the Amount of Insurance on the dependent under the Group Contract when the Coverage would have ended.]

4

[(3) The Amount Limits Due to Age shown in the Schedule of Benefits are replaced by the Amount Limits Due to Age below.]

[(4)] Your Amount of Insurance under the continued Coverage may not be increased.

3

[(5) The Amount of Insurance on each dependent under the continued Coverage may not be increased.]

[Employee Amount Limit Due to Age: When you are age 65 or more, your amount of insurance is limited. It is the Limited Percent (for that Age) of the amount for which you would then be insured if the Amount Limit Due to Age was not applied. Each Age and the Limited Percent for that Age are shown below.

| Age | Limited Percent |
|-------------|-----------------|
| 65 | 65 |
| 70 | 50 |
| 75 and more | 25 |

5

The Limited Percent for an Age takes effect on the day you become insured if you are then that Age. Otherwise, each Limited Percent for an Age takes effect on the January 1 following your birthday for that Age.]

[Dependent Amount Limit Due to Age: When you are age 65 or more, your spouse's or Domestic Partner's amount of insurance is limited. It is the Limited Percent (for that Age) of the amount for which your spouse or Domestic Partner would then be insured if the Amount Limit Due to Age was not applied. Each Age and the Limited Percent for that Age are shown below.

| Age | Limited Percent |
|-------------|-----------------|
| 65 | 65 |
| 70 | 50 |
| 75 and more | 25 |

6

The Limited Percent for an Age takes effect on the day you become insured if you are then that Age. Otherwise, each Limited Percent for an Age takes effect on the first day of the month following your birthday for that Age.]

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 COI 5001

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The term "Contract Holder" may be replaced by "Employer" or other appropriate term.

The terms "you", "person", "Covered Person" or "Employee" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

References, such as "You and Your Qualified Dependents", may be modified to reflect that the coverage may be issued as: employee only; employee and spouse; employee, spouse and children; spouse only; spouse and children only; or children only.

A term such as "Employee" or "Dependent" may also be added in front of the coverage name (e.g., "Employee Critical Illness Coverage").

The coverage name may be referred to by other appropriate names, such as "Basic", "Optional", or "Supplemental".

Whenever a reference to a Schedule of Benefits item appears in a Coverage Rider, the actual Schedule of Benefits item may be substituted.

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

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Marginal Notes

1. This item may be revised to omit the reference to reduced hours. This item also may be revised to include a reference to transferring out of a Cover Class.
2. The time period may be revised, but it will never be less than the period required by state law.
3. This item may be omitted if there is no dependents coverage.
4. This item may be omitted if there is no Amount Limit Due to Age, or the Amount Limit is the same as shown in the Schedule of Benefits.
5. This item may be omitted. It may also be revised:
 - to show one or more steps to the age limit, at different intervals, ages and percents;
 - to have the limit take effect on a different date, such as immediately, the next contract anniversary, the first day of the month following the insured's birthday, the first premium due date following the insured's birthday.
6. This item may be omitted. It may also be revised:
 - to base the limit on the age of the spouse or domestic partner rather than the age of the employee;
 - to show one or more steps to the age limit, at different intervals, ages and percents;
 - to have the limit take effect on a different date, such as immediately, the next contract anniversary, the January 1 following the insured's birthday, the first premium due date following the insured's birthday.

General Information

A. CLAIM RULES.

These rules apply to payment of benefits under the [Coverage].

Notice of Claim: Written notice of claim should be sent to Prudential within 20 days of the date of a loss.

Proof of Claim: Prudential must be given written proof of the claim made under the [Coverage]. This proof must cover the occurrence, character and extent of that claim. It must be furnished within [90 days] of the date [(1) the Critical Illness is first diagnosed; or (2) the Critical Procedure is performed].

1

Use a claim form, and follow the instructions on the form.

If you do not have a claim form, contact your Employer, or you can request a claim form from us. If you do not receive the form within 15 days of your request, send Prudential written proof of claim without waiting for the form.

A claim will not be considered valid unless the proof is furnished within this time limit. However, it may not be reasonably possible to do so. In that case, the claim will still be considered valid if the proof is furnished as soon as reasonably possible.

When Benefits are Paid: Benefits are paid when Prudential receives satisfactory written proof of the claim.

Physical Exam: Prudential, at its own expense, has the right to examine the person for whom the claim is made. Prudential may do this when and as often as is reasonable while the claim is pending.

Legal Action: No action at law or in equity shall be brought to recover on the Group Contract until 60 days after the written proof described above is furnished. No such action shall be brought more than [<one - three>] years after the end of the time within which proof of claim is required.

B. INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY.

This limits Prudential's use of a Covered Person's statements in contesting an amount of that insurance for which the Covered Person is insured. These are statements made to persuade Prudential to effect an amount of that insurance. They will be considered to be made to the best of the Covered Person's knowledge and belief. These rules apply to each statement:

- (1) It will not be used in a contest to avoid or reduce that amount of insurance unless:
 - (a) it is in a written instrument signed by the Covered Person; and
 - (b) a copy of that instrument is or has been furnished to the Covered Person.
- (2) It will not be used in the contest after that amount of insurance has been in force, before the contest, for at least two years during the Covered Person's lifetime.

[C. LIMITS ON ASSIGNMENTS.

2

You may assign your insurance under the Coverage on forms satisfactory to Prudential. Insurance under the Coverage may be assigned only as a gift assignment. Any rights, benefits or privileges that you have as an Employee may be assigned. This includes any right you have to continue coverage under the Group Contract. Prudential will not decide if an assignment does what it is intended to do. Prudential will not be held to know that one has been made unless it or a copy is filed with Prudential through the Contract Holder.]

The Prudential Insurance Company of America

Explanation of Variable Language for

114774 BGI 5101

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References, such as “You and Your Qualified Dependents”, may be modified to reflect that the coverage may be issued as: employee only; employee and spouse; employee, spouse and children; spouse only; spouse and children only; or children only.

A term such as “Employee” or “Dependent” may also be added in front of the coverage name (e.g., “Employee Critical Illness Coverage”).

The coverage name may be referred to by other appropriate names, such as “Basic”, “Optional”, or “Supplemental”.

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

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Marginal Notes

1. If only Critical Illnesses are covered, this item may be revised to omit reference to Critical Procedure. If only Critical Procedures are covered, this item may be revised to omit reference to Critical Illness.
2. This item may be deleted. It may be revised to permit assignments without restriction.



GROUP INSURANCE

The Prudential Insurance Company of America

Critical Illness Health Statement Questionnaire

(A separate form must be completed for each person requiring Evidence of Insurability)

Mail the completed form to:
The Prudential Insurance Company of America
1 Group Medical Underwriting, P.O. Box 8796
Philadelphia, PA 19176

Or fax the completed form to:
877-605-6671

2 Employer/Association Name:

Acme Inc

3 Group Contract No.(s):

0012345

4 Branch No.:

000001

5 Employee/Member Information

First Name

John

MI Last Name

A Doe

Number and Street

123 Any Street

P.O. Box / Apt. Number

City

Anytown

State ZIP Code

US 01234-5678

6 Social Security Number

123-45-6789

Employee/Member ID Number

09876

Telephone

123-555-1234

E-Mail Address

J.Doe@Acme.com

Applicant Information Relationship to Employee/Member: Self Spouse Dependent Child

First Name

John

MI Last Name

A Doe

6 Social Security Number

123-45-6789

Gender:

Female Male

Date of Birth: (mm-dd-yyyy)

10-01-1975

Please answer these questions by checking "Yes" or "No."

- 1. Question on general health: Has the Applicant ever been diagnosed with or treated for any of the following conditions: chest pain, heart attack, cancer, malignant tumor, stroke, diabetes, kidney disease, prostate trouble, elevated prostate specific antigen (PSA), cirrhosis, liver disorder, thyroid trouble, Human Immuno-deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), or AIDS Related Complex (ARC), or has the Applicant changed medication for high blood pressure in the past three months?
2. Question on recent facility confinement: In the past 24 months has the Applicant received care, or been advised to receive care, as an inpatient in a hospital, intermediate care facility, long term care facility, or hospice; or been advised to receive chemotherapy, radiation therapy or dialysis?
3. Question on family history: Has a parent or sibling, either living or deceased, of the Applicant been treated, before the age of 60, for a heart attack, stroke, kidney disease, cancer, diabetes, dementia, or Alzheimer's?
4. Additional Health Question: Has the Applicant ever had, or been advised to have, an organ transplant, including a bone marrow or stem cell transplant?

Prudential reserves the right to request additional health information on the basis of the responses given to the above questions.

I have read and understand the terms and requirements of the Important Notice included as page 2 of this form. I declare that, to the best of my knowledge and belief, the statements made in this questionnaire are complete and true. I agree that the coverage applied for is subject to the terms of the plan and shall become effective on the date or dates established by the plan, provided the evidence of good health is satisfactory to Prudential.

John A. Doe
Applicant's Signature (unless a minor)

10-01-2010
Date Signed (mm-dd-yyyy)

If Applicant is a minor, Signature of Parent, Guardian or Person Liable for Support of Applicant

Relationship Date Signed (mm-dd-yyyy)



* S F H S Q G O 1 *

8 **Important Notice: For residents of all states except District of Columbia, Florida, Kentucky, Montana, New Jersey, New York, Pennsylvania, Utah, Vermont, Virginia and Washington: Warning:** Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive, or misleading facts or information when filing an insurance application or a statement of claim for payment of a loss or benefit commits a fraudulent insurance act, is or may be guilty of a crime and may be prosecuted and punished under state law. Penalties may include fines, civil damages and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto. **District of Columbia Residents:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant. **Florida Residents:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing false, incomplete or misleading information is guilty of a felony of the third degree. **Kentucky Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. **Montana Residents:** You or your authorized representative is entitled to receive a copy of this authorization, and upon request, a record of any subsequent disclosures of personal or privileged information. **New Jersey Residents:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. **New York Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. **Pennsylvania and Utah Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. **Vermont Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law. **Virginia Residents:** Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive or misleading facts or information when filing a statement of claim for payment of a loss or benefit may have violated state law, is guilty of a crime and may be prosecuted and punished under state law. Penalties may include fines, civil damages and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto. **Washington Residents:** Any person who knowingly provides false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company commits a crime. Penalties include imprisonment, fines, and denial of insurance benefits.

Please keep a copy of this form for your records.

Group Critical Illness coverage is issued by The Prudential Insurance Company of America, a New Jersey company, ¹ 751 Broad Street, Newark, NJ 07102.

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* S F H S Q G O 2 *

The Prudential Insurance Company of America
Explanation of Variable Language for GL.2010.164 (G)

Edition September 24, 2010

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

- General material; and
- Specific variable material.

General material consists of the following:

- Page numbers and edition date may change.
- Text may be appropriately modified to reflect grammatical form.
- Any typographical errors discovered will be corrected.

Specific variable material is indicated by bold Numbered Notes. Specific variable material will be changed only as indicated in the Numbered Note explanations shown below. But, general material that appears within specific variable material may be varied as described above.

Numbered Notes

1. Prudential's address may change. Phone number may vary.
2. The term "Employer/Association" may be replaced by "Employer", "Association" or "Contract Holder".
3. This item may display the group contract number, client control number or the proposal ID number, or it may be deleted.
4. This item may be deleted.
5. The term "Employee" may be replaced by "Associate", "Participant", "Applicant", "Insured" or "Proposed Insured".
6. Any of the questions requesting demographic information may be deleted. Date of Birth may be replaced by Age. The following demographic information may also be added: Job Title/Specialty/Full-time Student, Date of Marriage/Union, Place of Birth, Spouse's/Partner's Name, Date of Birth or Age.
7. The term "Spouse" or "Dependent Child" may be deleted or modified to reflect the applicable dependents. For example, the term "Spouse" may be changed to "Spouse/Domestic Partner", "Spouse/Civil Union Partner" or "Spouse/Registered Domestic Partner" as permitted or required by state law.

8. The fraud warnings and other regulatory warnings not applying to the resident state of the enrollee may not appear.

SERFF Tracking Number: PRUX-G126945461 State: Arkansas
 Filing Company: The Prudential Insurance Company of America State Tracking Number: 47523
 Company Tracking Number: AR024580100045
 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
 Limited Benefit
 Product Name: PF: 114774 COV 5001, et al.
 Project Name/Number: PF: 114774 COV 5001, et al./PF: 114774 COV 5001, et al.

Supporting Document Schedules

| | Item Status: | Status Date: |
|---|---------------------|-------------------------|
| Satisfied - Item: Flesch Certification Comments: Please see cover letter. | Approved-Closed | 12/16/2010 |

| | Item Status: | Status Date: |
|---|---------------------|-------------------------|
| Satisfied - Item: Application Comments: Please see form schedule. | Approved-Closed | 12/16/2010 |

| | Item Status: | Status Date: |
|---|---------------------|-------------------------|
| Satisfied - Item: Cover Letter Comments: Attachment: Cover Letter.PDF | Approved-Closed | 12/16/2010 |



Patricia A. Lloyd
Assistant Secretary

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

December 13, 2010

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

Re: 114774 COV 5001, et al

Dear Commissioner Bradford:

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

| <u>Form Number</u> | <u>Description</u> |
|---------------------------|---|
| 114774 COV 5001 | Group Cover Page |
| 114774 GCS 5001 | Group Contract Schedule |
| 114774 SPR 5001 | Schedule of Premium Rates |
| 114774 GR 5001 | General Rules |
| 114774 MOD 5001 | Modification of the Group Contract |
| 114774 SCH 5001 | Schedule of Plans |
| 114774 APP 5009 | Application |
| 114774 BCT 5001 | Certificate of Coverage |
| 114774 BTC 5001 | Table of Contents |
| 114774 BSB 5009 | Schedule of Benefits |
| 114774 GDEF 5001 | General Definitions |
| 114774 BEL 5001 | Who is Eligible to Become Insured |
| 114774 CRI R 5001 | Critical Illness Coverage |
| 114774 BDEF 5001 | Benefit Definitions |
| 114774 CRI A 5001 | Additional Benefits under Critical Illness Coverage |
| 114774 BTE 5009 | When Your Insurance Ends |
| 114774 COI 5001 | Continuation of Coverage at Your Option |
| 114774 BGI 5101 | General Information |
| GL.2010.164 (G) | Critical Illness Health Statement Questionnaire |

Description of Filing. All of the forms in this filing provide for group critical illness coverage.

Intended Use. These forms may be used with appropriate group insurance forms on file with the Department.

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

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

| <u>Form Number</u> | <u>Flesch Score</u> |
|--------------------|---------------------|
| 114774 COV 5001 | 59.9 |
| 114774 GCS 5001 | 0 |
| 114774 SPR 5001 | 0 |
| 114774 GR 5001 | 57.7 |
| 114774 MOD 5001 | 53.0 |
| 114774 SCH 5001 | 0 |
| 114774 APP 5009 | 67.3 |
| 114774 BCT 5001 | 54.5 |
| 114774 BTC 5001 | 0 |
| 114774 BSB 5009 | 0 |
| 114774 GDEF 5001 | 54.7 |
| 114774 BEL 5001 | 55.5 |
| 114774 CRI R 5001 | 51.0 |
| 114774 BDEF 5001 | 52.7 |
| 114774 CRI A 5001 | 51.7 |
| 114774 BTE 5009 | 54.7 |
| 114774 COI 5001 | 67.0 |
| 114774 BGI 5101 | 67.9 |
| GL.2010.164 (G) | 63.5 |

Filing Fee: The filing fee of \$950.00 is being sent through Electronic Fund Transfer (EFT). Please note that retaliatory filing fees are not applicable because our Home State, New Jersey, does not charge filing fees.

If there are any questions regarding this filing, please feel free to call Frank Gelormini at 973-548-6223 or me at 973-548-6479.

Sincerely,

Patricia A. Lloyd

Patricia A. Lloyd
Assistant Secretary