

Texas Residents

Universal Life Coverage



THIS NOTICE IS FOR TEXAS RESIDENTS ONLY

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Prudential's toll-free telephone number for information or to make a complaint at:

1-800-562-9874

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Prudential first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Prudential para información o para someter una queja al:

1-800-562-9874

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Prudential primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Group Insurance Certificate for Universal Life Coverage

Prudential certifies that insurance is provided according to the Group Contract for each insured Employee. Your Schedule of Benefits shows the Contract Holder, the Included Employer and the Group Contract Number.

Insured Employee: You are eligible to become insured under the Group Contract if:

- (1) you are in the Covered Classes of the Certificate's Schedule of Benefits; and
- (2) you meet the requirements in the Certificate's Who Is Eligible section.

The When You Become Insured section of the Certificate states how and when you may become insured for the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage. Your insurance will end when the rules in the When Your Insurance Ends section so provide.

Beneficiary for Employee Death Benefits: See the Certificate's Beneficiary Rules.

Coverage and Amounts: The Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, and the amounts of insurance are described in the Certificate.

If you are insured, this Group Insurance Certificate replaces any older certificates issued to you for the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage. All benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate.

Death benefits, fund values and loan values for the person will be reduced if an accelerated death benefit is paid.

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Schedule of Benefits

Covered Classes: All Employees residing in Texas who were covered under Group contract UG-96274-DE on December 31, 2007, other than Employees covered by a collective bargaining agreement between the Employer and an union who retired on or after January 1, 1992 and prior to January 1, 2006.

Program Date: January 1, 2008. This Certificate describes the benefits under the Group Program as of the Program Date.

You should know...

- The Universal Life Coverage in this Certificate, including any of the additional provisions that may be a part of the Universal Life Coverage, is available to you if you are included in the Covered Classes. Only that Coverage and those additional provisions for which you become insured will apply to you. The rules for becoming insured are in this Certificate's When You Become Insured section.
- The Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, is described more fully on later pages of this Certificate. Be sure to read those pages carefully. They show when benefits are or are not payable under the Group Contract. They also outline when insurance ends and the conditions, limitations and exclusions that apply to the Coverage.
- A Definitions section is included in this Certificate. Many of the terms used in this Certificate are defined in that section.
- The Universal Life Coverage in this Certificate, including any of the additional provisions that may be a part of the Universal Life Coverage, 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.
- To receive the tax treatment accorded life insurance under federal law, the Universal Life Coverage must meet the definition of life insurance as provided in the Internal Revenue Code, or any successor law. To make sure it qualifies, Prudential reserves the rights: (a) to refuse contributions, in whole or in part; to refuse to make changes to the Coverage; and to decline to make partial withdrawals that could cause it to fail to meet the definition of life insurance; (b) to make distributions to you from your fund; or increase your death benefit to the extent needed to qualify the Universal Life Coverage as life insurance; and (c) to make changes to the Group Contract or Certificates, or both, or to take any action to the extent needed to qualify the Universal Life Coverage as life insurance.

Universal Life Coverage

FOR YOU AND YOUR DEPENDENT SPOUSE OR DOMESTIC PARTNER

On You under Employee Insurance

FACE AMOUNTS OF INSURANCE:

Amount For Each Benefit Class:

Benefit Classes	Face Amount of Insurance
All Employees	The amount for which you were insured under Group Contract No. UG-96274-DE on December 31, 2007.

Effect of Option to Accelerate Death Benefits Under Universal Life Coverage: When you elect this option, the total amount of Universal Life Coverage otherwise payable on a person's death, including any amount under an extended death benefit, will be reduced by the Terminal Illness Proceeds. Also, any amount a person could otherwise have converted to an individual contract will be reduced by the Terminal Illness Proceeds.

Change Date: January 1 of each year.

On Your Qualified Dependent Spouse or Domestic Partner under Dependents Insurance

Benefit Class	Face Amount of Insurance
Your spouse or Domestic Partner	The amount for which your spouse or Domestic Partner was insured under Group Contract No. UG-96274-DE on December 31, 2007.

Effect of Option to Accelerate Death Benefits Under Universal Life Coverage: When you elect this option, the total amount of Universal Life Coverage otherwise payable on a person's death, including any amount under an extended death benefit, will be reduced by the Terminal Illness Proceeds. Also, any amount a person could otherwise have converted to an individual contract will be reduced by the Terminal Illness Proceeds.

Additional Provisions for Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENT SPOUSE OR DOMESTIC PARTNER

Amount of Insurance: An amount equal to the face amount of insurance for which you or, with respect to your dependent spouse or Domestic Partner, your spouse or Domestic Partner is insured under the Universal Life Coverage as determined above. For this purpose only, that amount will be the amount, as determined above, except that if your or your dependent spouse's or Domestic Partner's Universal Life Coverage is reduced by any amount paid under the Option to Accelerate Payment of Certain Death Benefits Under Universal Life Coverage, that reduction will not apply to these provisions.

Additional Provisions for Dependents Term Life Coverage

FOR YOUR DEPENDENT CHILDREN

The amount of insurance is the amount for your Benefit Class. Your Benefit Class is determined by the classification of your dependents as shown in this table.

Dependents Classification	Amount of Insurance
Your children	The amount for which your child(ren) was insured under Group Contract No. UG-96274-DE on December 31, 2007.

OTHER INFORMATION

Contract Holder: TRUSTEE OF THE PRUDENTIAL GROUP LIFE INSURANCE TRUST

Group Contract No.: UG-1432

Included Employer's Control No.: 96274

Included Employer's Anniversary Date: January 1 of each year, beginning in 2009.

Cost of Insurance: The Coverage describes the minimum premium contributions required, as well as the additional premium contributions you may make. You will be given additional information concerning the cost of the coverage when you are asked to enroll.

Prudential's Address:

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

WHEN YOU HAVE A CLAIM

Each time a claim is made, it should be made without delay. Contact the Plan Administrator

Table of Maximum Rates

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

150% of 1980 Commissioners Standard Ordinary - Male - Age Last Birthday

Attained Age	COI/1,000	Attained Age	COI/1,000	Attained Age	COI/1,000
0	\$0.329	34	\$0.257	67	\$3.974
1	\$0.129	35	\$0.272	68	\$4.332
2	\$0.123	36	\$0.290	69	\$4.726
3	\$0.121	37	\$0.311	70	\$5.171
4	\$0.116	38	\$0.336	71	\$5.678
5	\$0.110	39	\$0.363	72	\$6.261
6	\$0.104	40	\$0.394	73	\$6.917
7	\$0.098	41	\$0.428	74	\$7.638
8	\$0.094	42	\$0.464	75	\$8.407
9	\$0.092	43	\$0.504	76	\$9.213
10	\$0.094	44	\$0.546	77	\$10.047
11	\$0.101	45	\$0.592	78	\$10.915
12	\$0.115	46	\$0.640	79	\$11.845
13	\$0.134	47	\$0.691	80	\$12.867
14	\$0.155	48	\$0.747	81	\$14.011
15	\$0.177	49	\$0.807	82	\$15.302
16	\$0.199	50	\$0.875	83	\$16.731
17	\$0.216	51	\$0.954	84	\$18.265
18	\$0.227	52	\$1.042	85	\$19.872
19	\$0.235	53	\$1.142	86	\$21.526
20	\$0.238	54	\$1.252	87	\$23.217
21	\$0.238	55	\$1.370	88	\$24.941
22	\$0.234	56	\$1.497	89	\$26.712
23	\$0.230	57	\$1.630	90	\$28.553
24	\$0.224	58	\$1.772	91	\$30.513
25	\$0.219	59	\$1.928	92	\$32.678
26	\$0.215	60	\$2.101	93	\$35.266
27	\$0.213	61	\$2.295	94	\$38.747
28	\$0.213	62	\$2.514		
29	\$0.215	63	\$2.761		
30	\$0.219	64	\$3.033		
31	\$0.226	65	\$3.327		
32	\$0.234	66	\$3.641		
33	\$0.244				

TABLE OF CORRIDOR PERCENTAGES
(For Determining a Person's Insurance Amount)

Person's Attained Age	Percent	Person's Attained Age	Percent
0 to 40	250%	70	115%
41	243%	71	113%
42	236%	72	111%
43	229%	73	109%
44	222%	74	107%
45	215%	75	105%
46	209%	76	105%
47	203%	77	105%
48	197%	78	105%
49	191%	79	105%
50	185%	80	105%
51	178%	81	105%
52	171%	82	105%
53	164%	83	105%
54	157%	84	105%
55	150%	85	105%
56	146%	86	105%
57	142%	87	105%
58	138%	88	105%
59	134%	89	105%
60	130%	90	105%
61	128%	91	104%
62	126%	92	103%
63	124%	93	102%
64	122%	94	101%
65	120%	95	100%
66	119%	96	100%
67	118%	97	100%
68	117%	98	100%
69	116%	99	100%

Who Is Eligible To Become Insured

FOR EMPLOYEE INSURANCE

You are eligible for Employee Insurance while:

- You are in a Covered Class.

FOR DEPENDENTS INSURANCE

You are eligible for Dependents Insurance while:

- You are eligible for Employee Insurance; and
- You have a Qualified Dependent with respect to whom you were insured for Universal Life Coverage, including any additional provisions made part of the Coverage under Group Contract No. UG-96274-DE, on December 31, 2007.

Qualified Dependents for the Additional Provisions for Dependents Term Life Coverage:

Your unmarried children 14 days old but less than 25 years old.

Your children include your legally adopted children and each of your stepchildren, Domestic Partner's children and foster children who depends on you for support and maintenance.

Qualified Dependent for the Universal Life Coverage and the Additional Provisions for Accidental Death and Dismemberment Coverage and the Option to Accelerate Payment of Certain Death Benefits Under Universal Life Coverage:

- Your spouse or Domestic Partner who is less than age 75.

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

- (a) you report in an affidavit of domestic partnership satisfactory to Prudential; and
- (b) is an unmarried adult over the age of 18; and
- (c) has lived with you for at least 6 consecutive months prior to the person's enrollment in the Program; and
- (d) has a serious and committed relationship with you; and
- (e) is not legally married nor a Domestic Partner to anyone else; and
- (f) is financially interdependent with you; and
- (g) 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.

Exception: Your spouse, Domestic Partner or child is not a Qualified Dependent while:

- (1) on active duty in the armed forces of any country; or
- (2) insured for Employee Insurance under the Group Contract.

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

When You Become Insured

FOR EMPLOYEE INSURANCE

Your Employee Insurance under the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, will begin on the first day of the month which coincides with or next follows the date on which you meet all of these requirements:

- You are eligible for Employee Insurance; and
- You are in a Covered Class for that insurance; and
- That Coverage is part of the Group Contract.

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

FOR DEPENDENTS INSURANCE

Your Dependents Insurance under the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, for a person will begin on the first day of the month which coincides with or next follows the date on which the person is a Qualified Dependent and you meet all of these requirements:

- The person is your Qualified Dependent; and
- You are in a Covered Class for that insurance; and
- You are covered for the Employee Insurance under the Universal Life Coverage; and
- Dependents Insurance under that Coverage is part of the Group Contract; and

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

Universal Life Coverage

FOR YOU AND YOUR DEPENDENT SPOUSE OR DOMESTIC PARTNER

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

A. DEATH BENEFIT.

If a person dies:

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

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

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

- (1) the face amount of insurance plus fund; and
- (2) the fund times the percent for the person's attained age in the Table of Corridor Percentages.

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

When a person's face amount of insurance has ended, the amount of the death benefit includes any amount the person may have under the provisions for Conversion Privilege below.

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

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B. FACE AMOUNT OF INSURANCE.

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

C. CONTRIBUTIONS

All contributions made by or for a person under the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, are credited to the person's fund. A person's minimum contribution each month is the Monthly Deduction. In addition, Prudential

will accept contributions in excess of Monthly Deductions and lump sum contributions, subject to a Maximum Monthly Contribution, as described below.

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

- (1) The amount required to provide the person's face amount of insurance part of the Universal Life Coverage. But, if the amount of a person's death benefit under Section A above is not determined as the sum of the face amount of insurance plus fund, this item (1) is the amount required to provide the portion of the person's death benefit equal to the total death benefit minus the fund.
- (2) The amount required to provide any of the additional provisions that may be a part of the Universal Life Coverage.

Contributions in Excess of Monthly Deduction: Each month, contributions toward premiums may be made in an amount in excess of the Monthly Deduction.

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

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

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

To receive the tax treatment accorded to life insurance under the federal law, the Universal Life Coverage must qualify under the Internal Revenue Code or successor law. To make sure the Universal Life Coverage qualifies, Prudential reserves the right: (a) to refuse contributions which would cause the Universal Life Coverage to fail to so qualify; and (b) to make changes in the Universal Life Coverage or to make distributions from a person's fund to the extent needed to continue to qualify the Coverage as life insurance.

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

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

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

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

- (1) The Group Contract has not ended.
- (2) The person's fund must not have been used to buy paid-up insurance.
- (3) You must request reinstatement within three years from the end of the grace period.
- (4) You have given evidence of the person's insurability that satisfies Prudential.

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

D. THE FUND.

At any time the amount of your fund, or your fund for your spouse or Domestic Partner, is the net amount of:

- (1) your contributions under the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, received by Prudential; plus
- (2) interest; minus
- (3) Monthly Deductions; minus
- (4) any fund charges; minus
- (5) any amounts which have been withdrawn.

Interest determined by Prudential at a rate not less than 4% per year will be credited on a person's fund, including any loan balance. Prudential will credit interest on the person's fund from the date Prudential receives the contribution.

Withdrawals: You may withdraw all or part of your fund, or your fund for your spouse or Domestic Partner, upon written request. But you may not withdraw that part of each fund equal to the balance of any loan on the fund and the interest charged to it.

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

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

Loans: You may borrow that part of your fund, or your fund for your spouse or Domestic Partner, equal to (1) minus (2):

- (1) 90% of the amount of your fund, or your fund for your spouse or Domestic Partner.
- (2) one month's Monthly Deduction.

The loan amount may not be less than \$200. Prudential may defer a loan for not more than six months.

Interest on a loan balance will be charged daily at a yearly rate not to exceed 2% plus the rate that interest is credited to the fund. The rate of interest credited to a person's fund is not less than 4% per year. Interest is due: when the loan or part of it is paid back; and when the loan becomes due and payable. Interest not paid when due is added to the loan balance.

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

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

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

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

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

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

E. PAID-UP INSURANCE.

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

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

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

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

The net single premium used to provide paid-up insurance will not be more than it would be on the basis of the 1980 Commissioners Standard Ordinary Table at 4%.

All or part of a person's paid-up insurance may be surrendered for its cash value at any time. The cash value will be the net single premium at the person's attained age for the amount of insurance, using the same basis which determined that amount. Prudential may defer a surrender for not more than six months.

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

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

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

F. CONVERSION PRIVILEGE.

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

All face amount of insurance that applies to you or, with respect to your dependent spouse or Domestic Partner, to your dependent spouse or Domestic Partner under the Group Contract for your class ends by amendment or otherwise. But, on the date it ends:

- (1) you must have been insured for five years for that insurance (or for that insurance and any other Prudential rider or group contract replaced by that insurance); or
- (2) with respect to your dependent spouse or Domestic Partner, you must have been insured for that spouse or Domestic Partner for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

Any such conversions are subject to the rest of this Section F.

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

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

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

Amount: Not more than:

- (1) the total amount of the person's insurance under this Universal Life Coverage (face amount of insurance plus fund) just before the face amount of insurance ends; minus
- (2) the amount of the person's fund needed to cancel any loan due; minus

- (3) the amount of the person's paid-up insurance under the Universal Life Coverage purchased by using the person's fund just after the face amount of insurance ends.

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

- (1) The total amount of all life insurance then ending for that person under the Group Contract reduced by the sum of: (a) the amount of that person's fund needed to cancel any loan due; (b) the amount of that person's paid-up insurance; and (c) the amount of group life insurance from any carrier for which that person is or becomes eligible within the next 31 days.
- (2) \$10,000.

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

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

It is included even if the person did not apply for conversion.

Form: Any form of a life insurance contract that:

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

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

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

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

G. REPORTS TO YOU.

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

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

Option to Accelerate Payment of Certain Death Benefits Under Universal Life Coverage

FOR YOU AND YOUR DEPENDENT SPOUSE OR DOMESTIC PARTNER

These provisions change the Universal Life Coverage (called Coverage below) to provide an option to accelerate payment of portions of your or your dependent spouse's or Domestic Partner's face amount of insurance and fund parts of the death benefit.

If you elect this option, the face amount of insurance, the fund part of the Coverage and any outstanding loan balance, plus interest due on the loan, for the person will be reduced by the Terminal Illness Proceeds described below.

You should know that election of this option may affect the person's income tax liability. It may also affect other benefits or entitlements for which the person may be eligible. Read these notes carefully:

- (1) The accelerated death benefit offered under the Group Contract is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the benefit payable under this option qualifies for such favorable tax treatment, the benefit will be excludable from the person's income and not subject to federal taxation. Tax laws relating to accelerated death benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which the person could receive an accelerated death benefit excludable from income under federal law.
- (2) If you elect this option, receipt of an accelerated death benefit may affect your, your spouse or Domestic Partner or your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect your, your spouse or Domestic Partner and your family's eligibility for public assistance.

As used here:

"Face Amount" means a person's face amount of insurance under the Coverage on the day Prudential receives proof that the person is Terminally Ill.

"Fund Amount" means the amount of a person's fund part of the Coverage on the day Prudential receives proof that the person is Terminally Ill.

"Terminally Ill" means having a life expectancy that is 12 months or less.

"Terminal Illness Proceeds" mean the amount of the Universal Life Death Benefit placed under this option for a person.

Terminal Illness Proceeds: The Terminal Illness Proceeds are equal to:

- a portion of a person's Face Amount, as determined under (1) below; plus
- a portion of a person's Fund Amount, as determined under (2) below.

- (1) You must elect the portion of a person's Face Amount that you want to place under this option. You may elect up to 50% of the person's Face Amount.

However, such portion may be reduced if, within 12 months after the date Prudential receives proof that a person is Terminally Ill, an Amount Limitation would have applied to the person's Face Amount. In that case, the portion of the person's Face Amount placed under this option will not exceed the person's Face Amount after applying the Limitation.

Based on your election and any Amount Limitation that may apply, Prudential will determine the Accelerated Payment Factor. The Accelerated Payment Factor is equal to:

- (a) the portion of a person's Face Amount that is placed under this option; over
 - (b) the person's total Face Amount.
- (2) The portion of a person's Fund Amount that will be placed under this option is equal to:
 - (a) the person's total Fund Amount times the Accelerated Payment Factor; minus
 - (b) any outstanding loan balance, plus any interest due on the loan, times the Accelerated Payment Factor.

Changes Made in the Coverage: If a person is Terminally Ill while a Covered Person under the Coverage or while death benefit protection is being extended for the person under the Coverage, you may elect to have the person's Terminal Illness Proceeds placed under this option. That election is subject to the "Conditions" set forth below. The Face Amount of insurance and Fund Amount under the Coverage are affected as described in the "Effect on Coverage" section. Contributions are affected as described in the "Effect on Contributions" section.

Conditions: Your right to be paid under this option is subject to these terms:

- (1) You may elect this option for a person only once during the time the person is a Covered Person.
- (2) To elect this option, you must use the claim form provided by Prudential and follow the instructions on the claim form. If you do not have a claim form, contact your Employer.
- (3) You must furnish a certification by a Doctor that the person's life expectancy is 12 months or less. You should furnish the Attending Physician's Certification part of your claim form to the person's Doctor and have the person's Doctor complete the form.
- (4) The Universal Life Coverage on the person must not be assigned.
- (5) Terminal Illness Proceeds will be made available to you on a voluntary basis only. Therefore, you are not eligible for this option if you elect the benefit involuntarily solely because:
 - (a) law requires using this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
 - (b) a government agency requires using this option in order to apply for, get or keep a government benefit or entitlement.
- (6) Once you elect this option for a person, you may no longer:
 - (a) increase the person's face amount of insurance under the Coverage;

- (b) make a lump sum contribution to the fund for the person, except for the required Monthly Deduction; or
- (c) increase the amount of contributions to the fund for the person, except to the extent an increase is needed to reflect an increase in the Monthly Deduction.

Effect on Coverage: When you elect this option, the total amount of Universal Life Coverage otherwise payable on a person's death, including any amount under an extended death benefit, will be reduced by the Terminal Illness Proceeds. Also, any amount a person could otherwise have converted to an individual contract will be reduced by the Terminal Illness Proceeds.

Prudential reserves the right to make a distribution from a person's Fund Amount when benefits under this option are paid. Any such distribution will be made only to the extent needed to continue to qualify the Universal Life Coverage as life insurance under the Internal Revenue Code.

Effect on Contributions: The amount of your contribution for a person will be adjusted based on the amount of the person's Universal Life Coverage remaining in force.

Method of Payment: If you elect this option, Prudential will pay the Terminal Illness Proceeds to you in one sum when it receives proof that a person is Terminally Ill. When Prudential pays an accelerated death benefit under this option, Prudential will send you a statement that shows the effect of the payment on the person's amount of Coverage and on your contribution for the person's Coverage.

Additional Provisions for Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENT SPOUSE OR DOMESTIC PARTNER

This Coverage pays benefits for accidental Loss.

Loss means the person's:

- (1) loss of life;
- (2) total and permanent loss of sight;
- (3) loss of hand or foot by severance at or above the wrist or ankle;
- (4) total and permanent loss of speech;
- (5) total and permanent loss of hearing in both ears;
- (6) loss of thumb and index finger of the same hand by severance at or above the metacarpophalangeal joint; or
- (7) loss due to Quadriplegia, Paraplegia, or Hemiplegia.

Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs.

Paraplegia means the complete and irreversible paralysis of both lower limbs.

Hemiplegia means the complete and irreversible paralysis of the upper and lower limbs on one side of the body.

A. BENEFITS.

Benefits for accidental Loss are payable only if all of these conditions are met:

- (1) The person sustains an accidental bodily Injury while a Covered Person.
- (2) The Loss results directly from that Injury and from no other cause.
- (3) The person suffers the Loss within 365 days after the accident.

Not all such Losses are covered. See Losses Not Covered below.

Benefit Amount Payable: The amount payable depends on the type of Loss as shown below. All benefits are subject to the Limitation Per Accident below.

Percent of the Person's
Amount of Insurance

Loss of or by Reason of:

Life	100
Both Hands	100
Both Feet	100
Sight of Both Eyes	100
One Hand and One Foot	100
One Hand and Sight of One Eye	100
One Foot and Sight of One Eye	100
Speech and Hearing	100
Quadriplegia	100
 Paraplegia.....	 75
 One Hand	 50
One Foot.....	50
Sight of One Eye.....	50
Speech	50
Hearing	50
Hemiplegia.....	50
 Thumb and Index Finger of the Same Hand	 25

Limitation Per Accident: No more than the Amount of Insurance on a person at the time of the accident will be paid for all Losses resulting from Injuries sustained in that accident.

B. LOSSES NOT COVERED.

A Loss is not covered if it results from any of these:

- (1) Suicide or attempted suicide, while sane or insane.
- (2) Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.
- (3) Sickness, whether the Loss results directly or indirectly from the Sickness.
- (4) Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.
- (5) Any infection. But, this does not include:
 - (a) a pyogenic infection resulting from an accidental cut or wound; or
 - (b) a bacterial infection resulting from accidental ingestion of a contaminated substance.
- (6) War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression.
- (7) Travel or flight in any vehicle used for aerial navigation. This includes getting in, out, on or off any such vehicle. This (7) applies only if:

- (a) the person is riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - (b) the person is performing as a pilot or a crew member of any aircraft..
- (8) Commission of or attempt to commit a felony.
- (9) Being legally intoxicated or under the influence of any narcotic unless administered or consumed on the advice of a Doctor.

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

Additional Provisions for Dependents Term Life Coverage

FOR YOUR DEPENDENT CHILDREN ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

If a dependent child dies while a Covered Person, the amount of insurance on that child under the Dependents Term Life Coverage is payable when Prudential receives written proof of death.

B. DEATH BENEFIT DURING A CONVERSION PERIOD.

A death benefit is payable under this Section B if a dependent child dies:

- (1) within 31 days after ceasing to be a Covered Person; and
- (2) while entitled (under Section C) to a conversion of the insurance under the Dependents Term Life Coverage to an individual contract.

The amount of the benefit is equal to the amount of Dependents Term Life Coverage which could have been converted. It is payable even if conversion was not applied for. It is payable when Prudential receives written proof of death.

C. CONVERSION PRIVILEGE.

This privilege applies if you cease to be insured for the Dependents Term Life Coverage of the Group Contract with respect to a dependent child. That child may have your insurance on the child under the Dependents Term Life Coverage, which then ends, converted to an individual life insurance contract. Evidence of insurability is not required. However, conversion is not available if the insurance ends for one of these reasons:

- (1) You fail to make any required contribution for insurance under the Group Contract.
- (2) All Dependents Term Life Coverage of the Group Contract for your class ends by amendment or otherwise. This (2) does not apply if, on the date it ends, you have been insured with respect to the dependent child for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

Any such conversion is subject to the rest of this Section C.

Availability: The individual contract must be applied for and the first premium must be paid by the later of:

- (1) the thirty-first day after you cease to be insured for Dependents Term Life Coverage with respect to the dependent child; and

- (2) the fifteenth day after you have been given written notice of the conversion privilege. But, in no event may the insurance be converted to an individual contract if it is not applied for and the first premium paid prior to the ninety-second day after you cease to be insured for Dependents Term Life Coverage with respect to the dependent child.

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

Amount: Not more than the amount of Dependents Term Life Coverage on the dependent child ending under the Dependents Term Life Coverage. But, if it ends because all the Dependents Term Life Coverage of the Group Contract for your class ends, the total amount of individual insurance which may be obtained in place of all the Dependents Term Life Coverage on the dependent child then ending under the Group Contract will not exceed the lesser of the following:

- (1) The total amount of all your Dependents Term Life Coverage on the dependent child then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible with respect to the dependent child within the next 31 days.
- (2) \$10,000.

Form: Any form of a life insurance contract that:

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

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

Premium: Based on Prudential's rate as it applies to the form and amount, and to the dependent child's class of risk and age at the time.

Effective Date: The end of the 31 day period after you cease to be insured for Dependents Term Life Coverage with respect to the dependent child.

Any death benefit provided under a section of the Dependents Term Life Coverage is payable to you. If you are not living at the death of a dependent child, the death benefit is payable to the dependent child's estate, or, at Prudential's option, to any one or more of these surviving relatives of the dependent child: wife; husband; mother; father; children; brothers; sisters.

General Information

BENEFICIARY RULES

The rules in this section apply to insurance payable on account of your death, when the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, states that they do. These rules also apply to insurance payable on account of your spouse's or Domestic Partner's death, when the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, states that they do. But these rules are modified by any burial expenses rule in the Schedule of Benefits and, if there is an assignment, by the following Sections: Limits on Assignments; and Effect of Gift Assignment of Rights of Group Universal Life Insurance Under Another Group Contract.

"Beneficiary" means a person chosen, on a form approved by Prudential, to receive the insurance benefits.

You have the right to choose a Beneficiary.

If there is a Beneficiary for the insurance, it is payable to that Beneficiary.

Any amount of insurance for which there is no Beneficiary at your death will be payable to the first of the following: Your (a) surviving spouse; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares; (d) estate. This order will apply unless otherwise provided in the Limits on Assignments.

You may change the Beneficiary at any time without the consent of the present Beneficiary. The Beneficiary change form must be filed through the Plan Administrator. The change will take effect on the date the form is signed. But it will not apply to any amount paid by Prudential before it receives the form.

If there is more than one Beneficiary, but the Beneficiary form does not specify their shares, they will share equally. If a Beneficiary dies before you or, with respect to your spouse or Domestic Partner, before your spouse or Domestic Partner, that Beneficiary's interest will end. It will be shared equally by any remaining Beneficiaries, unless the Beneficiary form states otherwise.

MODE OF SETTLEMENT RULES

The rules in this Section apply to Employee or Dependents Insurance payable on account of your death or, with respect to your spouse or Domestic Partner, on account of your spouse's or Domestic Partner's death, when the Universal Life Coverage states that they do. But these rules are subject to the Limits on Assignments and Effect of Gift Assignment of Rights of Group Universal Life Insurance Under Another Group Contract Sections.

"Mode of Settlement" means payment other than in one sum.

Employee or Dependents Life Insurance is normally paid to the Beneficiary in one sum. But a mode of settlement may be arranged with Prudential for all or part of the insurance, as stated below.

Arrangement for Mode of Settlement: You may arrange a Mode of Settlement by proper written request to Prudential. If, at your death or, with respect to your spouse or Domestic Partner, at your spouse's or Domestic Partner's death, no Mode of Settlement has been arranged for an amount of

Employee or Dependents Life Insurance, the Beneficiary and Prudential may mutually agree on a Mode of Settlement for that amount.

Conditions for Mode of Settlement: The Beneficiary must be a natural person taking in the Beneficiary's own right. A Mode of Settlement will apply to secondary Beneficiaries only if Prudential agrees in writing. Each installment to a person must not be less than \$20.00. A change of Beneficiary will void any Mode of Settlement arranged before the change.

Choice by Beneficiary: A Beneficiary being paid under a Mode of Settlement may, if Prudential agrees, choose (or change the Beneficiary's choice of) a payee or payees to receive, in one sum, any amount which would otherwise be payable to the Beneficiary's estate.

Information about Modes of Settlement is available from Prudential.

INCONTESTABILITY OF INSURANCE

This limits Prudential's use of your statements in contesting an amount of insurance under the Universal Life Coverage and any of the additional provisions that may be a part of the Universal Life Coverage for which you are insured. These are statements made to persuade Prudential to accept you for insurance. They will be considered to be made to the best of your knowledge and belief. These rules apply to each statement:

- (1) It will not be used in the contest unless:
 - (a) It is in a written instrument signed by you; and
 - (b) A copy of that instrument is or has been furnished to you or, in the event of your death or incapacity, to your Beneficiary or personal representative.
- (2) If it relates to a person's insurability:
 - (a) it will not be used to contest the validity of the insurance which has been in force, before the contest, for at least two years during the person's lifetime; or, if later, two years during the person's lifetime from the date the person's insurance was reinstated.
 - (b) with respect to an increase in that person's face amount of insurance, it will not be used to contest the validity of the increase in the insurance which has been in force, before the contest, for at least two years during the person's lifetime.

LIMITS ON ASSIGNMENTS

You may assign your Employee or Dependents Insurance under the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage. Any rights, benefits or privileges that you have as an Employee may be assigned only as a gift, collateral, or in the event of a terminal illness, a viatical assignment. This includes any right to choose a Beneficiary or to convert to another contract of insurance. An assignment must be in a signed writing. 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 Plan Administrator.

This paragraph applies only to insurance for which you have the right to name a Beneficiary, when that right has been assigned. If an assigned amount of insurance becomes payable on account of the Covered Person's death, and at the Covered Person's death there is no Beneficiary chosen by the assignee, it will be payable to:

- (1) the assignee, if living; or
- (2) the estate of the assignee, if the assignee is not living.

It will not be payable as stated in the Beneficiary Rules.

EFFECT OF GIFT ASSIGNMENT OF RIGHTS OF GROUP UNIVERSAL LIFE INSURANCE UNDER ANOTHER GROUP CONTRACT

If you are eligible for the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, of the Group Contract on the Included Employer's Inclusion Date, you will have no rights, benefits or privileges under such Coverage if, on the day before the Inclusion Date, all of the following were true:

- (1) You were insured for group universal life insurance under another group contract, and that contract was issued by Prudential or another insurance carrier to cover Employees of the Included Employer.
- (2) Your group universal life insurance under the other group contract ended.
- (3) An irrevocable and absolute gift assignment previously made by you: (a) was in effect; (b) was made before the other group contract ended; and (c) was of all of your rights, benefits and privileges of the group universal life insurance under the other group contract.
- (4) Those rights, benefits and privileges were owned by the assignee or the assignee's successor.

The owner of those rights of the group universal life insurance under the other group contract on the day before the Included Employer's Inclusion Date will be the owner of the rights, benefits and privileges you would have had under the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage, to the same extent ownership existed under the other group contract, if this section did not apply. This includes, but is not limited to, any right of assignment you would have had under the Limits on Assignments section above. The term "assignee" as used in that section includes such an owner.

The term "group universal life insurance", as used above, means only group universal life insurance provided under a group contract in effect on the day before the date the Included Employer became included under the Group Contract.

AGE ADJUSTMENT

If an age is used to determine your contributions for the Universal Life Coverage, including any of the additional provisions that may be a part of that Coverage, and the age used is found to be in error, Prudential will adjust the amount of any death benefit payable. The death benefit will be increased or decreased to reflect the benefit that the contributions you made would have provided at the correct age.

DEFINITIONS

Coverage: A part of the Certificate 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.
- (3) A Schedule of Benefits entry and other benefit pages or forms that by their terms apply to that kind of benefits.

Covered Person under the Universal Life Coverage, including any of the additional provisions that may be a part of the Universal Life Coverage: An Employee who is insured for Employee Insurance under that Coverage; a Qualified Dependent for whom an Employee is insured for Dependents Insurance under that Coverage.

Dependents Insurance: Insurance on the person of a dependent.

Doctor: A licensed practitioner of the healing arts acting within the scope of the license.

Employee: A person employed by the Included Employer; a proprietor or partner of the Included Employer. The term also applies to that person for any rights after insurance ends.

Employee Insurance: Insurance on the person of an Employee.

The Employer: Collectively, all Included Employers under the Group Contract.

Included Employer: An employer who:

- (1) has made a written request to Prudential to be included under the Group Contract; and
- (2) has agreed to make required payments to the Contract Holder for the insurance; and
- (3) has been approved by Prudential for inclusion under the Group Contract.

Injury: Injury to the body of a Covered Person.

Plan Administrator: The Prudential Insurance Company of America.

Prudential: The Prudential Insurance Company of America.

Sickness: Any disorder of the body or mind of a Covered Person, but not an Injury.

You: An Employee.

CLAIM RULES

These rules apply to the payment of benefits under Additional Provisions for Accidental Death and Dismemberment Coverage.

Proof of Loss: Prudential must be given written proof of the loss for which claim is made under the Additional Provisions for Accidental Death and Dismemberment Coverage. This proof must cover the occurrence, character and extent of that loss. It must be furnished within 90 days after the date of the loss. A claim will not be considered valid unless the proof is furnished within this time limit. However, it may not be possible to do so. In that case, the claim will still be considered valid if proof is furnished as soon as possible.

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

A benefit unpaid at your death will be paid to your estate. But this does not apply if the Additional Provisions for Accidental Death and Dismemberment Coverage or the Limits on Assignments section on an earlier page states otherwise.

Physical Exam: Prudential, at its own expense, has the right to examine the person whose loss is the basis of claim. 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 may be brought to recover on the Group Contract until 60 days after the written proof described above is furnished. No such action may be brought more than three years after the end of the time period within which proof of loss is required.

When Insurance Ends

EMPLOYEE AND DEPENDENTS INSURANCE

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

- (1) The date the Group Contract ends.
- (2) The date your Employer ceases to be an Included Employer.
- (3) The last day of the month in which you fail to pay, when due any contribution that is required to keep your insurance in force. If your insurance is in default, you fail to pay the Monthly Deduction required to provide your Universal Life Coverage during the grace period. But failure to contribute for Dependents Insurance will not cause your Employee Insurance to end.
- (4) With respect to an Employee's spouse or Domestic Partner who is insured for Universal Life Coverage including any of the additional provisions that may be a part of the Universal Life Coverage, the last day of the month in which that spouse's or Domestic Partner's Universal Life Coverage ends as a result of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent.

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

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

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

- (1) The child is then mentally or physically incapable of earning a living. Prudential must receive proof of this within the next 75 days.
- (2) The child otherwise meets the definition of Qualified Dependent.

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

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

- (1) you cease to be in the Covered Classes for the insurance; or
- (2) your class has been removed from the Covered Classes for the insurance; or

(3) your employer is no longer an Included Employer;

the person's Universal Life Coverage and any of the additional provisions made a part of the Universal Life Coverage will be continued beyond the date it would have ended above. But, this will not apply if a person's Universal Life Coverage under the Group Contract ends because your employer is no longer an Included Employer and, within 31 days, the person becomes eligible through your employer for group life insurance coverage, issued by another carrier, that provides for the accumulation of cash value.

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

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

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

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

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

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

ADDITIONAL PROVISIONS FOR DEPENDENTS

Provisions that apply to Your Spouse or Domestic Partner in the Case of Your Death or Divorce or Your Domestic Partner Ceasing to be a Qualified Dependent:

These provisions apply to your spouse or Domestic Partner whose coverage under the Universal Life Coverage under the Group Contract ends because of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent.

Fund: Your fund for your spouse or Domestic Partner is payable to:

- (1) your estate if you die.
- (2) you in the case of divorce from your spouse or your Domestic Partner ceasing to be a Qualified Dependent.

Continued Coverage under the Group Contract: Your spouse or Domestic Partner has the right to enroll for Universal Life Coverage under the Group Contract if:

- (1) Universal Life Coverage for your spouse or Domestic Partner ends because of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent; and
- (2) your spouse or Domestic Partner is insured for Universal Life Coverage under the Group Contract on the date of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent; and
- (3) your spouse or Domestic Partner has not converted that insurance to an individual life insurance contract.

This right is subject to these rules.

- (1) **Availability:** Your spouse or Domestic Partner must enroll for the Universal Life Coverage on a form approved by Prudential and pay the first premium within 31 days from the date your spouse's or Domestic Partner's coverage ends. Evidence of insurability is not required.
- (2) **Face Amount of Insurance:** Your spouse or Domestic Partner may elect a face amount of insurance equal to the amount for which your spouse or Domestic Partner was insured on the date coverage ends.
- (3) **Contributions:** Contributions will be payable directly to Prudential.
- (4) **Certificate:** Prudential will issue a Certificate to your spouse or Domestic Partner.

Continued Coverage under the Group Contract for a Child who is no longer a Qualified Dependent:

Your child has the right to enroll for Universal Life Coverage under the Group Contract if the child:

- (1) no longer meets the Qualified Dependent definition; and
- (2) has been insured as your Qualified Dependent under the Additional Provisions for Dependents Term Life Coverage until that day; and
- (3) has not converted that insurance to an individual life insurance contract; and
- (4) is not covered as an Employee of the Included Employer, or is not the spouse or Domestic Partner of an Employee of the Included Employer, under the Universal Life Coverage of the Group Contract.

A child who has this right is called an Adult Child.

This right is subject to these rules.

- (1) **Availability:** The Adult Child must enroll for the Universal Life Coverage on a form approved by Prudential and pay the first premium within 90 days from the date the Dependents Term Life Coverage for that child ends. Evidence of insurability is not required.

(2) **Face Amount of Insurance:** The Adult Child may elect a face amount of insurance of not more than five times the child's amount of insurance under the Dependents Term Life Coverage on the date that coverage ends, but not more than \$50,000.

(3) **Contributions:** Contributions will be payable directly to Prudential.

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

**This Claims and Appeals Procedure
Section
is not part of the
Group Insurance Certificate.**

Claims and Appeals Procedure

Plan Benefits Provided by

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

This Group Contract underwritten by The Prudential Insurance Company of America provides insured benefits.

The Prudential Insurance Company of America as Claims Administrator has the sole discretion to interpret the terms of the Group Contract, to make factual findings, and to determine eligibility for benefits. The decision of the Claims Administrator shall not be overturned unless arbitrary and capricious.

Claim Procedures

1. Determination of Benefits

Prudential shall notify you of the claim determination within 45 days of the receipt of your claim. This period may be extended by 30 days if such an extension is necessary due to matters beyond the control of the plan. A written notice of the extension, the reason for the extension and the date by which the plan expects to decide your claim, shall be furnished to you within the initial 45-day period. This period may be extended for an additional 30 days beyond the original 30-day extension if necessary due to matters beyond the control of the plan. A written notice of the additional extension, the reason for the additional extension and the date by which the plan expects to decide on your claim, shall be furnished to you within the first 30-day extension period if an additional extension of time is needed. However, if a period of time is extended due to your failure to submit information necessary to decide the claim, the period for making the benefit determination by Prudential will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If your claim for benefits is denied, in whole or in part, you or your authorized representative will receive a written notice from Prudential of your denial. The notice will be written in a manner calculated to be understood by you and shall include:

- (a) the specific reason(s) for the denial,
- (b) references to the specific plan provisions on which the benefit determination was based,
- (c) a description of any additional material or information necessary for you to perfect a claim and an explanation of why such information is necessary,
- (d) a description of Prudential's appeals procedures and applicable time limits, and
- (e) if an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

2. Appeals of Adverse Determination

If your claim for benefits is denied or if you do not receive a response to your claim within the appropriate time frame (in which case the claim for benefits is deemed to have been denied), you or your representative may appeal your denied claim in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

A full review of the information in the claim file and any new information submitted to support the appeal will be conducted by Prudential, utilizing individuals not involved in the initial benefit determination. This review will not afford any deference to the initial benefit determination.

Prudential shall make a determination on your claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that Prudential expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If the claim on appeal is denied in whole or in part, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include:

- (a) the specific reason(s) for the adverse determination,
- (b) references to the specific plan provisions on which the determination was based,
- (c) a statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request,
- (d) a description of Prudential's review procedures and applicable time limits,
- (e) a statement that you have the right to obtain upon request and free of charge, a copy of internal rules or guidelines relied upon in making this determination, and
- (f) a statement describing any appeals procedures offered by the plan. ,

If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

If the appeal of your benefit claim is denied or if you do not receive a response to your appeal within the appropriate time frame (in which case the appeal is deemed to have been denied), you or your representative may make a second, voluntary appeal of your denial in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your second appeal any written comments, documents, records and any other information relating to your claim.

Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

Prudential shall make a determination on your second claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date by which Prudential expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

Your decision to submit a benefit dispute to this voluntary second level of appeal has no effect on your right to any other benefits under this plan. If you elect to initiate a lawsuit without submitting to a second level of appeal, the plan waives any right to assert that you failed to exhaust administrative remedies. If you elect to submit the dispute to the second level of appeal, the plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time that the appeal is pending.

If the claim on appeal is denied in whole or in part for a second time, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include the same information that was included in the first adverse determination letter. If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

